

TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

TOWN COUNCIL REGULAR MEETING

AGENDA

APRIL 6, 2021 - 7:00 - 10:30 P.M.

Palm Beach County entered modified "Phase-3" Covid-19 public protocols, limited public audience can be accommodated in Town Hall (currently a max 12-person audience w/mandatory facemasks, social distancing, first come seating). Public comment is also accepted by writing the Clerk's office. This meeting will be streamed and close-captioned as normal, access instructions posted on website.



Marge Herzog, Vice (& Acting Mayor) (Seat 5)

Phillis Maniglia, Councilmember (Seat 1)

Laura Danowski, Councilmember (Seat 2)

Marianne Miles, Councilmember (Seat 3)

Robert Shorr, Councilmember (Seat 4)

Administration

Town Manager, James S. Titcomb

Assistant Town Manager, Francine L. Ramaglia

Town Attorney, Michael D. Cirullo, Jr.

Town Clerk, Lakisha Q. Burch

Civility: Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That is why we say "Character Counts" in Town of Loxahatchee. Civility is practiced at all Town meetings.

Special Needs: In accordance with the provisions of the American with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall within three business days prior to any proceeding, contact the Town Clerk's Office, 155 F Road, Loxahatchee Groves, Florida, (561) 793-2418.

Quasi-Judicial Hearings: Some of the matters on the Agenda may be "quasi-judicial" in nature. Town Council Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire (a preliminary examination of a witness or a juror by a judge or council) by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment, without being sworn. Unsworn comment will be given its appropriate weight by the Town Council.

Appeal of Decision: If a person decides to appeal any decision made by the Town Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

Consent Calendar: Those matters included under the Consent Calendar are typically self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by a single motion. If discussion on an item is desired, any Town Council Member, without a motion, may "pull" or remove the item to be considered separately. If any item is quasi-judicial, it may be removed from the Consent Calendar to be heard separately, by a Town Council Member, or by any member of the public desiring it to be heard, without a motion.

TOWN COUNCIL AGENDA ITEMS

CALL TO ORDER

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

ROLL CALL

ADDITIONS/DELETIONS/REORGANIZATION OF AGENDA

APPOINT SEAT OF MAYOR- RESOLUTION NO. 2021-15

APPOINT SEAT OF VICE MAYOR- RESOLUTION NO. 2021-16

APPOINT SEAT OF CHAIR OF BOARD OF SUPERVISORS- RESOLUTION NO. 2021-DD01

APPOINT SEAT OF TREASURER OF BOARD OF SUPERVISORS-RESOLUTION NO. 2021-DD02

COMMENTS FROM THE PUBLIC ON NON-AGENDA ITEMS

Palm Beach County entered "Phase-3" Covid-19 protocols, a limited public audience can be accommodated of up to 12-persons in audience, mandatory masks, social distancing, first come seating). Public Comments for all meetings may be received by email, or in writing to the Town Clerk's Office until 6:00 PM day of the meeting. Comments received will be "received and filed" and acknowledged as part of the official public record for indicated meeting. The Town Council meeting will be live-streamed and close-captioned for the public via our website.

CONSENT AGENDA

1. Approval of Meeting Minutes
 - a. January 19, 2021
 - b. February 2, 2021
 - c. February 16, 2021
2. Approval of Resolution No. 2021-13 authorizing the entry by the Town into agreements with vendors for goods and services utilizing for Village of Wellington ITB #202032 Hardwood Tree pruning village wide authorizing the Mayor to Execute necessary documents in forms acceptable to the Town Manager and Town Attorney to take necessary action to implement such Cooperative Purchasing Agreements.
3. Approval of Resolution No. 2021-14 authorizing the entry by the Town into agreements with vendors for goods and services utilizing Palm Beach County's Towing and Recovery of County Vehicles Solicitation #15-055R/ZG; authorizing the Mayor to execute necessary documents in forms acceptable to the Town Manager and the Town Attorney to implement the intent of this resolution.

PUBLIC HEARING

4. Approval of First Reading of **Ordinance No. 2021-01** assigning Commercial Low (CL) Zoning map designation on the Town of Loxahatchee Groves zoning map to the following three parcels of land located at 14711 Southern Boulevard, comprising 2.62 acres.
Approval of First Reading of **Ordinance No. 2021-02** amending the Unified Land

Development Code to (1) revise Article 10 definitions, abbreviations and construction of terms to add to the definition of limited access Self-Storage Facility; (2) amend Article 25 Commercial Zoning Districts Section 25-015 permitted uses to revise the warehouse, self-storage use to read limited access self-storage facility permitted with category “A” Special Exception approval, subject to Section 80-075 limited access Self-Storage Facility; and (3) add Article 80 conditional uses Section 20-075 limited access Self-Storage Facility.

REGULAR AGENDA

5. Update from Groves Town Center.
6. Update Town Council on turn-key Code Enforcement/Build and select date for workshop to discuss.

TOWN COUNILMEMBER COMMENTS

Phillis Maniglia (Seat 1)
Laura Danowski (Seat 2)
Marianne Miles (Seat 3)
Robert Shorr (Seat 4)
Marge Herzog (Seat 5)

TOWN STAFF COMMENTS

Town Manager
Assistant Town Manager
Town Attorney
Public Works Director
Town Clerk

ADJOURNMENT

Comment Cards:

[Note public comment rules are modified during the COVID-19 pandemic, see above.](#)

Anyone from the public wishing to address the Town Council, it is requested that you complete a Comment Card before speaking. Please fill out completely with your full name and address so that your comments can be entered correctly in the minutes and give to the Town Clerk. During the agenda item portion of the meeting, you may only address the item on the agenda being discussed at the time of your comment. During public comments, you may address any item you desire. Please remember that there is a three (3) minute time limit on all public comment. Any person who decides to appeal any decision of the Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made which included testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk’s Office (561-793-2418), at least 48 hours in advance to request such accommodation.

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RESOLUTION NO. 2021- 15

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ELECTING A MAYOR FOR THE ENSUING YEAR 2021-2022, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2 (2)(a) of the Charter of the Town of Loxahatchee Groves requires the Council to elect from among its members a Mayor, who shall serve for a period of one year; and who shall have the same legislative powers and duties as any other council member, except as provided herein. No council member may serve more than two consecutive annual appointments as mayor, without an annual break (one regular election cycle) between appointments. Partial year appointments shall not be considered as an annual appointment. This restriction on appointments shall commence with the council member selected as mayor after the March 2020 election; and

WHEREAS, these same sections of the Charter require this election of a Mayor to be done annually at the first Regular Council Meeting after the fourth Tuesday of each March; and

WHEREAS, all candidates have been certified as elected effective March 9, 2021 and

WHEREAS, newly elected officials have taken the Oath of Office.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA:

Section 1: _____ is hereby elected Mayor of the Town of Loxahatchee Groves, Florida; and shall forthwith enter upon and assume the duties of said office for the ensuing year.

Section 2: This Resolution shall become effective immediately upon adoption.

_____ offered for foregoing Resolution. _____ seconded the motion and upon being put to vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
PHILLIS MANIGLIA	☐	☐	☐
LAURA DANOWSKI	☐	☐	☐
MARIANNE MILES	☐	☐	☐
ROBERT SHORR	☐	☐	☐
MARGARET HERZOG	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF APRIL 2021.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Phillis Maniglia

Lakisha Burch, Town Clerk

Laura Danowski

APPROVED AS T LEGAL FORM:

Marianne Miles

James Brako, Town Attorney

Robert Shorr

Margaret Herzog

RESOLUTION NO. 2021-16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA ELECTING A VICE MAYOR FOR THE ENSUING YEAR 2019-2020 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2 (3)(a) of the Charter of the Town of Loxahatchee Groves requires the Council to elect from among its members a Vice Mayor, who shall serve for a period of one year; and

WHEREAS, these same sections of the Charter require this election of a Mayor to be done annually at the first Regular Council Meeting after the fourth Tuesday of each March; and

WHEREAS, all candidates have been certified as elected effective March 9, 2021, and

WHEREAS, newly elected officials have taken the Oath of Office.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA:

Section 1: _____ is hereby elected Vice Mayor of the Town of Loxahatchee Groves, Florida; and shall forthwith enter upon and assume the duties of said office for the ensuing year.

Section 2: This Resolution shall become effective immediately upon adoption.

_____ offered for foregoing Resolution. _____ seconded the motion and upon being put to vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
PHILLIS MANIGLIA	☐	☐	☐
LAURA DANOWSKI	☐	☐	☐
MARIANNE MILES	☐	☐	☐
ROBERT SHORR	☐	☐	☐
MARGARET HERZOG	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF APRIL 2021.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Phillis Maniglia

Lakisha Burch, Town Clerk

Laura Danowski

APPROVED AS T LEGAL FORM:

Marianne Miles

James Brako, Town Attorney

Robert Shorr

Margaret Herzog

RESOLUTION NO. 2021-DD01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DESIGNATING THE DISTRICT PRESIDENT AND PROVIDING THAT THE PRESIDENT SHALL SERVE AS CHAIR AT MEETINGS OF THE BOARD OF SUPERVISORS; PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Loxahatchee Groves Water Control District (“District”), a former Independent Special District, has become a Dependent District of the Town of Loxahatchee Groves; and,

WHEREAS, the Board of Supervisors of the District is comprised of the members of the Town Council; and,

WHEREAS, dependency of the District will permit efficiency in managerial and operational services required for the District to fulfill its requirements and obligations; and,

WHEREAS, the District, as a Dependent District of the Town, and the Town of Loxahatchee Groves, have entered into an Interlocal Agreement for the Town to provide the District with goods and services necessary for the District to fulfill its obligations and responsibilities, which will promote efficiencies and avoid duplication in functions; and,

WHEREAS, the Board of Supervisors finds it in the best interest of the landowners and the District to designate the President for the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Board of Supervisors for the Loxahatchee Groves Water Control District, a Dependent District of the Town of Loxahatchee Groves, hereby designates _____ to serve as President for the District. The President shall also serve as Chair at meetings of the Board of Supervisors of the District.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

Supervisor _____ offered the foregoing resolution. Supervisor _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Phillis Maniglia,	☐	☐	☐
Laura Danowski,	☐	☐	☐
Marianne Miles,	☐	☐	☐
Robert Shorr,	☐	☐	☐
Margaret Herzog,	☐	☐	☐

**ADOPTED BY THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A
DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA,
THIS ____ DAY OF _____ 2021.**

LOXAHATCHEE GROVES WATER
CONTROL DISTRICT

ATTEST:

Chairperson/President

Clerk for the Loxahatchee Groves
Water Control District

Supervisor

Supervisor

APPROVED AS TO LEGAL FORM:

Supervisor

Attorney for the Loxahatchee Groves
Water Control District

Supervisor

RESOLUTION NO. 2021-DD02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, DESIGNATING THE DISTRICT TREASURER AND PROVIDING BOND AMOUNT AND COMPENSATION; APPOINTING A FISCAL AGENT FOR THE DISTRICT AND PROVIDING FOR COMPENSATION; PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Loxahatchee Groves Water Control District ("District"), a former Independent Special District, has become a Dependent District of the Town of Loxahatchee Groves; and,

WHEREAS, the Board of Supervisors of the District is comprised of the members of the Town Council; and,

WHEREAS, dependency of the District will permit efficiency in managerial and operational services required for the District to fulfill its requirements and obligations; and,

WHEREAS, the District, as a Dependent District of the Town, and the Town of Loxahatchee Groves, have entered into an Interlocal Agreement for the Town to provide the District with goods and services necessary for the District to fulfill its obligations and responsibilities, which will promote efficiencies and avoid duplication in functions; and,

WHEREAS, the Board of Supervisors finds it in the best interest of the landowners and the District to designate the _____ as the Treasurer for the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Board of Supervisors for the Loxahatchee Groves Water Control District, a Dependent District of the Town of Loxahatchee Groves, hereby designates _____ to serve as Treasurer for the District. The bond required by Section 298.17, Florida Statutes, shall be in the amount of \$0.00. The District shall be responsible for the costs of the Bond. The Treasurer shall serve without compensation.

Section 3. The Board of Supervisors for the Loxahatchee Groves Water Control District, a Dependent District of the Town of Loxahatchee Groves, hereby appoints James Titcomb, Town Manager of Town of Loxahatchee Groves or his designee as authorized by Section 298.17, Florida Statutes, pursuant to and consistent with the Interlocal Agreement between the District, a Dependent District of the Town, and the Town of Loxahatchee Groves. The Fiscal Agent shall be compensated pursuant to and through the terms of its agreement with the Town.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

Supervisor _____ offered the foregoing resolution. Supervisor _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Phillis Maniglia,	☐	☐	☐
Laura Danowski,	☐	☐	☐
Marianne Miles,	☐	☐	☐
Robert Shorr ,	☐	☐	☐
Margaret Herzog,	☐	☐	☐

**ADOPTED BY THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A
DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA,
THIS ____ DAY OF _____ 2021.**

LOXAHATCHEE GROVES WATER
CONTROL DISTRICT

ATTEST:

Chairperson/President

Clerk for the Loxahatchee Groves
Water Control District

Supervisor

Supervisor

APPROVED AS TO LEGAL FORM:

Supervisor

Attorney for the Loxahatchee Groves
Water Control District

Supervisor



155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 2

TO: Mayor and Councilmembers

FROM: James Titcomb, Town Manager

VIA: Tina Stinson, Senior Administrative Coordinator

SUBJECT: Resolution No. 2021-13 Authorizing the Entry by the Town into Agreements with Vendors for Goods and Services Utilizing the Village of Wellington's Hardwood Tree Pruning Village-Wide ITB#202032; Authorizing the Mayor to Execute Necessary Documents in Forms Acceptable to the Town Manager and Town Attorney to take necessary action to Implement such Cooperative Purchasing Agreements

Background:

The Town's Purchasing Code, Section 2.133 allows for the utilization other government agencies' contracts provided that the same or substantially similar goods and/or services were competitively solicited; that the contract permits such and the awarding jurisdiction and/or contractor agree to allow the Town to purchase therefrom; and that the price is equal or lower than that awarded by the other government.

Staff is compiling a variety of cooperative purchasing agreements available to the Town through competitive selection processes completed by other agencies. Our goal is to build a library of contracts and vendors for significant functions and operations to obtain best pricing and immediate availability. Creating this library of contracts facilitates our procurement process so that we can accelerate our operations while ensuring compliance with purchasing requirements.

On October 27, 2020, the Village of Wellington awarded its Hardwood Tree Pruning Village-Wide ITB#202032 to the following vendors for the specific items noted on the attached bid tabulation attached as Exhibit A to Resolution No. 2021-13:

- Duffy's Total Care Lawn Service, Inc. (Primary)
- Superior Landscaping & Lawn Service, Inc. (Secondary)

The initial term of the contract is for three (3) years from the date of award with the option to renew for two (2) additional one (1) year periods. Expiring on October 27, 2023. Town Staff will monitor renewals as needed.

Staff recommends the Town enter into an agreement as needed with selected vendors using the Town's standard cooperative purchasing agreement for the same or equivalent products and/or

services at the stated or lower pricing and otherwise mirrors all terms and conditions in the Village of Wellington's agreement. Purchase orders, individually or in the aggregate, are not to exceed procurement policy amounts or budgeted without separate budget amendment and/or Council approval as required by the Town's purchasing requirements.

Attached are the following documents:

- **Resolution No. 2021-13** Authorizing the Entry by the Town into Agreements with Vendors for Goods and Services Utilizing the Village of Wellington's awarded its Hardwood Tree Pruning Village-Wide ITB#202032; Authorizing the Mayor to Execute Necessary Documents in Forms Acceptable to the Town Manager and Town Attorney to take necessary action to Implement such Cooperative Purchasing Agreements
- **Exhibit A:** the attached bid tabulation and legislation detail showing the Village of Wellington awarding its Hardwood Tree Pruning Village-Wide ITB#202032 to the following two vendors:
 - Duffy's Total Care Lawn Service, Inc. (Primary)
 - Superior Landscaping & Lawn Service, Inc. (Secondary)

Recommendations: Staff recommends adoption of **Resolution No. 2021-13** Authorizing the Entry by the Town into Agreements with Vendors for Goods and Services Utilizing the Village of Wellington's awarded its Hardwood Tree Pruning Village-Wide ITB#202032; Authorizing the Mayor to Execute Necessary Documents in Forms Acceptable to the Town Manager and Town Attorney to take necessary action to Implement such Cooperative Purchasing Agreements.

RESOLUTION NO. 2021- 13

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AGREEMENTS WITH VENDORS FOR GOODS AND SERVICES UTILIZING THE VILLAGE OF WELLINGTON ITB#202032 HARDWOOD TREE PRUNING VILLAGE-WIDE; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-133 of the Town's Purchasing Code permits the Town to enter into agreements for goods and services using other government agency contracts, so long as they were competitively bid and the price offered to the Town is the same or less than the price of the contracting government agency; and,

WHEREAS, the Town is in need of reliable sources for goods and services relating to repair and maintenance of public facilities, including road repairs and maintenance, drainage improvements and maintenance, landscaping and sod maintenance and repair, and other miscellaneous public works; and,

WHEREAS, the Town Administration has researched and located several government agency contracts for goods and services needed by the Town, which have been competitively procured and where the Town can obtain the same goods and services at prices equal to or less than the prices in the other government contracts: and,

WHEREAS, attached hereto and incorporated herein as Exhibit "A" is a matrix reflecting the vendor, the goods, and services to be purchased by the Town through the local government contract, and the related pricing; and,

WHEREAS, the Town Manager does not believe the Town could get better prices for the goods and services if the Town procured them itself; and,

WHEREAS, the Town Manager recommends that the Town Council authorize the use of the Village of Wellington's ITB#202032 Hardwood Tree Pruning Village-Wide listed in Exhibit "A", and authorize the Mayor to execute any and all documents to implement the use of the contracts, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney; and,

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to act in accordance with the recommendation of the Town Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town to utilize the Village of Wellington's ITB#202032 Hardwood Tree Pruning Village-Wide contracts for goods and services pursuant to and consistent with Exhibit "A". The Mayor is authorized to execute any and all documents to implement the use of the Village of Wellington's contracts by the Town, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution. In addition, the Town may use the Village of Wellington's ITB#202032 Hardwood Tree Pruning Village-Wide contracts so long as they remain in effect, including renewals or extensions of the contracts by the other government agencies.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

Council Member _____ offered the foregoing Resolution. Council Member _____ seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
MARGE HERZOG, VICE MAYOR	☐	☐	☐
PHILLIS MANIGLIA, COUNCILMEMBER	☐	☐	☐
LAURA DANOWSKI, COUNCILMEMBER	☐	☐	☐
MARIANNE MILES, COUNCILMEMBER	☐	☐	☐
ROBERT SHORR, COUNCILMEMBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF _____, 2021.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Vice Mayor Marge Herzog

Lakisha Burch, Town Clerk

Councilmember Phillis Maniglia

APPROVED AS TO LEGAL FORM:

Council Member Laura Danowski

Town Attorney

Council Member Marianne Miles

Council Member Robert Shorr

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HARDWOOD TREE PRUNING VILLAGE-WIDE					
	"Offers from the vendors listed herein are the only offers				
BID OPENING DATE: September 15, 2020	received timely as of the above receiving date and time.				
BID OPENING TIME: 10:00 AM (local time)	All other offers submitted in response to this solicitation,				
ITB #202032	if any, are hereby rejected as late"				
VENDOR	Duffy's Total Care Lawn Service, Inc.	Superior Landscaping & Lawn Service, Inc.	Grass Roots Complete LLC	Innovative Environmental Services, Inc.	The F.A. Batlett Tree Expert Company
1. Bid submittal-one (1) ooriginal and one (!) PDF (CD) Copy	YES	YES	YES	YES	YES
2. Bid Cover Page	YES	YES	YES	YES	YES
3. Acknowledgement of Addendums (if any)	YES	YES	NO	YES	YES
4. Bid Submittal	YES	YES	YES	YES	YES
5. Schedule of Value	YES	YES	YES	YES	YES
6. Questionnaire	YES	YES	YES	YES	YES
7. Drug Free Workplace	YES	YES	YES	YES	YES
8. Sworn Statement under Section 287.133(3) (a)	YES	YES	YES	YES	YES
9. Certification Pursuant to Florida Statue § 215.4725	YES	YES	YES	YES	YES
10. Wellington Local Preference Affidavit	WESTERN COMMUNITIES	NON-LOCAL	NON-LOCAL	PALM BEACH COUNTY	NON-LOCAL
11. Conflict of Interest	YES	YES	YES	YES	YES
12. Non-Collusion Affidavit	YES	YES	YES	YES	YES
13. Insurance Certificates	YES	YES	YES	YES	YES
14. Copy of Appropriate Licenses	YES	YES	YES	YES	NO
Grand Total	\$921.50	\$3,712.00	Non-Responsible	\$14,530.00	\$17,570.00

BID TABULATION												
BID NO: 202032												
HARDWOOD TREE PRUNING VILLAGE-WIDE												
			DUFFY'S TOTAL CARE LAWN SERVICE, INC.		SUPERIOR LANDSCAPING & LAWN SERVICE, INC.		GRASS ROOTS COMPLETE LLC		INNOVATIVE ENVIRONMENTAL SERVICES, INC.		THE F.A. BARTLETT TREE EXPERT CO	
Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total
Oak, Mahogany, Green Buttonwood, Black Olive, Sea Grape Maintenance Pruning 6" –	1.00	EA	\$26.00	\$26.00	\$35.00	\$35.00			\$150.00	\$150.00	\$95.00	\$95.00
Oak, Mahogany, Green Buttonwood, Black Olive, Sea Grape Maintenance Pruning 12" –	1.00	EA	\$27.50	\$27.50	\$62.00	\$62.00			\$250.00	\$250.00	\$142.50	\$142.50
Oak, Mahogany, Green Buttonwood, Black Olive, Sea Grape Maintenance Pruning 24" –	1.00	EA	\$29.50	\$29.50	\$105.00	\$105.00			\$350.00	\$350.00	\$190.00	\$190.00
Oak, Mahogany, Green Buttonwood, Black Olive, Sea Grape Maintenance Pruning 30"	1.00	EA	\$34.00	\$34.00	\$124.00	\$124.00			\$500.00	\$500.00	\$237.50	\$237.50
Section A: Option 1 Total				\$117.00		\$326.00		\$0.00		\$1,250.00		\$665.00
Oak, Mahogany, Green Buttonwood, Black Olive, Sea Grape Crown Reduction 6" – 12"	1.00	EA	\$32.50	\$32.50	\$70.00	\$70.00			\$200.00	\$200.00	\$166.25	\$166.25
Oak, Mahogany, Green Buttonwood, Black Olive, Sea Grape Crown Reduction 12" – 24"	1.00	EA	\$37.50	\$37.50	\$124.00	\$124.00			\$350.00	\$350.00	\$570.00	\$570.00
Oak, Mahogany, Green Buttonwood, Black Olive, Sea Grape Crown Reduction 24" – 30"	1.00	EA	\$38.00	\$38.00	\$210.00	\$210.00			\$450.00	\$450.00	\$950.00	\$950.00
Oak, Mahogany, Green Buttonwood, Black Olive, Sea Grape Crown Reduction 30" and	1.00	EA	\$41.00	\$41.00	\$248.00	\$248.00			\$1,200.00	\$1,200.00	\$1,425.00	\$1,425.00
Section A: Option 2 Total				\$149.00		\$652.00				\$2,200.00		\$3,111.25
Ficus, Banyan, Strangler Fig Maintenance Pruning 12" – 24"	1.00	EA	\$36.00	\$36.00	\$62.00	\$62.00			\$200.00	\$200.00	\$142.50	\$142.50
Ficus, Banyan, Strangler Fig Maintenance Pruning 24" – 36"	1.00	EA	\$38.00	\$38.00	\$112.00	\$112.00			\$300.00	\$300.00	\$570.00	\$570.00
Ficus, Banyan, Strangler Fig Maintenance Pruning 36" – 48"	1.00	EA	\$40.00	\$40.00	\$165.00	\$165.00			\$400.00	\$400.00	\$950.00	\$950.00
Ficus, Banyan, Strangler Fig Maintenance Pruning 48" and Greater	1.00	EA	\$48.00	\$48.00	\$210.00	\$210.00			\$500.00	\$500.00	\$2,280.00	\$2,280.00
Section B: Option 1 Total				\$162.00		\$549.00				\$1,400.00		\$3,942.50
Ficus, Banyan, Strangler Fig Crown Reduction 12" – 24"	1.00	EA	\$42.00	\$42.00	\$110.00	\$110.00			\$400.00	\$400.00	\$570.00	\$570.00
Ficus, Banyan, Strangler Fig Crown Reduction 24" – 36"	1.00	EA	\$48.00	\$48.00	\$224.00	\$224.00			\$750.00	\$750.00	\$950.00	\$950.00
Ficus, Banyan, Strangler Fig Crown Reduction 36" – 48"	1.00	EA	\$51.00	\$51.00	\$330.00	\$330.00			\$1,400.00	\$1,400.00	\$1,425.00	\$1,425.00
Ficus, Banyan, Strangler Fig Crown Reduction 48" and Greater	1.00	EA	\$58.00	\$58.00	\$420.00	\$420.00			\$1,600.00	\$1,600.00	\$3,040.00	\$3,040.00
Section B: Option 2 Total				\$199.00		\$1,084.00		\$0.00		\$4,150.00		\$5,985.00
Gumbo Limbo, Silver Buttonwood, Royal Poinciana, Southern Red Cedar, Red Maple, Geiger Maintenance Pruning 6" – 12"	1.00	EA	\$26.00	\$26.00	\$35.00	\$35.00			\$180.00	\$180.00	\$95.00	\$95.00
Gumbo Limbo, Silver Buttonwood, Royal Poinciana, Southern Red Cedar, Red Maple, Geiger Maintenance Pruning 12" – 24"	1.00	EA	\$27.50	\$27.50	\$62.00	\$62.00			\$350.00	\$350.00	\$142.50	\$142.50
Gumbo Limbo, Silver Buttonwood, Royal Poinciana, Southern Red Cedar, Red Maple, Geiger Maintenance Pruning 24" – 36"	1.00	EA	\$32.00	\$32.00	\$105.00	\$105.00			\$500.00	\$500.00	\$190.00	\$190.00
Gumbo Limbo, Silver Buttonwood, Royal Poinciana, Southern Red Cedar, Red Maple, Geiger Maintenance Pruning 36" and Greater	1.00	EA	\$34.00	\$34.00	\$165.00	\$165.00			\$700.00	\$700.00	\$327.50	\$327.50
Section C: Option 1 Total				\$119.50		\$367.00		\$0.00		\$1,730.00		\$755.00
Gumbo Limbo, Silver Buttonwood, Royal Poinciana, Southern Red Cedar, Red Maple, Geiger Crown Reduction 6" – 12"	1.00	EA	\$38.00	\$38.00	\$70.00	\$70.00			\$300.00	\$300.00	\$166.25	\$166.25
Gumbo Limbo, Silver Buttonwood, Royal Poinciana, Southern Red Cedar, Red Maple, Geiger Crown Reduction 12" – 24"	1.00	EA	\$45.00	\$45.00	\$124.00	\$124.00			\$700.00	\$700.00	\$570.00	\$570.00
Gumbo Limbo, Silver Buttonwood, Royal Poinciana, Southern Red Cedar, Red Maple, Geiger Crown Reduction 24" – 36"	1.00	EA	\$46.00	\$46.00	\$210.00	\$210.00			\$1,300.00	\$1,300.00	\$950.00	\$950.00
Gumbo Limbo, Silver Buttonwood, Royal Poinciana, Southern Red Cedar, Red Maple, Geiger Crown Reduction 36" and Greater	1.00	EA	\$46.00	\$46.00	\$330.00	\$330.00			\$1,500.00	\$1,500.00	\$1,425.00	\$1,425.00
Section C: Option 2 Total				\$175.00		\$734.00		\$0.00		\$3,800.00		\$3,111.25
Grand Total				\$921.50		\$3,712.00		*Non-Responsible		\$14,530.00		\$17,570.00

*Vendor did not meet requirement of being in the tree trimming profession for a minimum of ten (10) years



Legislation Details (With Text)

File #:	20-3993	Name:	AUTHORIZATION TO AWARD CONTRACTS FOR HARDWOOD TREE PRUNING VILLAGE-WIDE
Type:	Purchasing/Contract	In control:	Village Council
On agenda:	10/27/2020	Final action:	
Title:	AUTHORIZATION TO AWARD CONTRACTS FOR HARDWOOD TREE PRUNING VILLAGE-WIDE		
Code sections:			
Attachments:	1. 1. CHECKLIST -BID TABULATION, 2. 2. DUFFY'S TOTAL CARE LAWN SVC-SUBMITTAL, 3. 3. Superior Landscaping Bid Submittal, 4. 4. Notice of Intent		

Date	Ver.	Action By	Action	Result
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ITEM: AUTHORIZATION TO AWARD CONTRACTS FOR HARDWOOD TREE PRUNING VILLAGE-WIDE

REQUEST: Authorization to award a hardwood tree pruning Village-wide contract in the amount of approximately \$40,000.00 annually.

EXPLANATION: The Public Works Department is seeking authorization to award a hardwood tree pruning Village-wide contract to multiple vendors. The contract will be utilized for a variety of tree care, in order to maintain beautiful, healthy trees, which enhance the quality of life for the residents.

On August 17, 2020, Wellington released ITB #202032, seeking qualified vendors to provide such services on Demandstar. The solicitation was also advertised in the Palm Beach Post and posted on Wellington's website. On September 15, 2020, five (5) proposals were received. Staff recommends awarding primary and secondary contracts as summarized below:

Vendor	Local Vendor	Status
Duffy's Total Care Lawn Service, Inc.	Western Community	Primary
Superior Landscaping & Lawn Service, Inc.	Non-Local	Secondary

Both vendors represent the lowest responsive, responsible bidders (see attached pricing summary). The secondary vendor will be utilized only in the event the primary vendor cannot provide the required services.

The initial term of the contract is for three (3) years from the date of award with the option to renew for two (2) additional one (1) year periods.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds for this project are available are available in the Public Works operating budget.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to award a hardwood tree pruning village-wide contract in the amount of approximately \$40,000.00 annually.

PROFESSIONAL SERVICES AGREEMENT
(Standard Piggyback/Cooperative Purchasing Agreement)
(Village of Wellington ITB#202032 – Hardwood Tree Pruning Village-Wide)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on ____ day of _____, 2021, by and between the **Town of Loxahatchee Groves**, 155 F Road, Loxahatchee Groves, FL, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the (“Town”) and **Duffy’s Total Care Lawn Service, Inc.** a corporation authorized to do business in the State of Florida, hereinafter referred to as the (“Contractor”).

RECITALS

WHEREAS, the TOWN is in need of a contractor to perform hardwood tree pruning (“SERVICES” hereinafter) for the TOWN; and,

WHEREAS, the TOWN through its competitive selection process awarded the Contract (“CONTRACT” hereafter) to the CONTRACTOR for substantially the same services sought by the TOWN; and,

WHEREAS, the TOWN requested, and the CONTRACTOR has executed this Agreement with the TOWN for performing the SERVICES based on the pricing and terms and conditions of the CONTRACT; and,

WHEREAS, the TOWN desires to accept CONTRACTOR’s pricing by piggy-backing the CONTRACT including all terms, conditions and pricing therein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

SECTION 2. CONTRACT. The CONTRACT with the CONTRACTOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The TOWN shall have all rights, obligations and remedies authorized to the governmental entity under the CONTRACT and all associated and applicable Contract Documents as defined therein.

SECTION 3. AGREEMENT. In accordance with the terms and conditions in the CONTRACT and pricing therein, the CONTRACTOR shall perform as requested by the TOWN.

SECTION 4. CONTRACT DOCUMENTS AND CONFLICT OF TERMS AND CONDITIONS. The Contract Documents for this Agreement are comprised of the following:

- A. All written modifications and amendments hereto;

B. This Agreement;

C. CONTRACT (including the Bid, Contractors Proposal and Contract).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

A. All written modifications and amendments hereto;

B. This Agreement;

C. The CONTRACT.

SECTION 5. COMPENSATION TO CONTRACTOR. Payments by the TOWN to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis for each item (where an item is specified), as set forth under the CONTRACT. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. The TOWN will not expend more than the amount in the approved Budget as it may be adopted each year for the SERVICES over the term of this Agreement.

SECTION 6. MISCELLANEOUS PROVISIONS.

6.1 The TOWN and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.2 CONTRACTOR shall maintain the insurance as required in the CONTRACT applicable to the work being performed hereunder. Said insurance will name the TOWN as an additional insured.

6.3 Headings and References & Exhibits: The headings contained in this Agreement are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Agreement.

6.4 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

6.5 Entire Agreement; Amendment and Waiver: This Agreement (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore

made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

6.6 Successors and Assigns: This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6.7 Governing Law; Consent to Jurisdiction: This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

6.8 Third Party Beneficiary rights: This Agreement shall create no rights or claims whatsoever in any person other than a party herein.

6.9 Severability: If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

6.10 Effective date, term and renewal: The effective date of this Agreement is the date the Agreement is approved by the TOWN Council. The term of this Agreement shall be for a term to mirror the CONTRACT which shall expire on 10/27/2023. This Agreement may be renewed subject to approval by the TOWN Council and in accordance with the CONTRACT renewal.

6.11 Public Records: Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the TOWN as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the TOWN to perform the service.

(b) Upon request from the TOWN's custodian of public records or designee, 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 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 this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the TOWN.

(d) Upon completion of this Contract, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN 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 TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

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 OR DESIGNEE AT 561-793-2418, lburch@loxahatcheegrovesfl.gov , OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

6.12 Preparation: This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

6.15 The TOWN is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN'S Tax Exemption Number in securing such materials.

SECTION 7. INDEMNITY.

The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the TOWN, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the TOWN and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The TOWN shall have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the TOWN before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the TOWN and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the TOWN, be detrimental in any material respect to the TOWN's reputation; (ii) the third party claim seeks an injunction or equitable relief against the TOWN; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

By: _____
Mayor

ATTEST

Town Clerk

Approved as to form and legal sufficiency:

Town Attorney

CONTRACTOR: Duffy's Total Care Lawn Service, Inc.

By: Carolyn Geddes
Print Name: Carolyn Geddes
Title: President

[Corporate Seal]

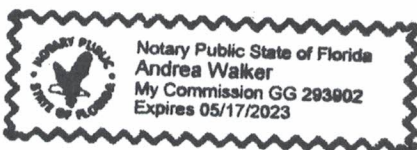
STATE OF FLORIDA
COUNTY OF (Palm Beach)

The foregoing instrument was acknowledged before me this 15th day of March, 2021

by Carolyn Geddes, as President of Duffy's Total Care, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Andrea Walker
Print Name: Andrea Walker
My commission expires: 05/17/2023





155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 3

TO: Mayor and Councilmembers

FROM: James Titcomb, Town Manager

VIA: Tina Stinson, Senior Administrative Coordinator

SUBJECT: A Resolution of the Town Council of the Town of Loxahatchee Groves, Florida, authorizing the entry by the Town into agreements with vendors for goods and services utilizing Palm Beach County's Towing and Recovery of County Vehicles Solicitation #15-055R/ZG; Authorizing the Mayor to Execute Necessary Documents in Forms Acceptable to the Town Manager and Town Attorney to take necessary action to Implement such Cooperative Purchasing Agreements

Background:

The Town's Purchasing Code, Section 2.133 (Competitive Selection) allows for the utilization other government agencies' contracts provided that the same or substantially similar goods and/or services were competitively solicited; that the contract permits such and the awarding jurisdiction and/or contractor agree to allow the Town to purchase therefrom; and that the price is equal or lower than that awarded by the other government.

Staff is compiling a variety of cooperative purchasing agreements available to the Town through competitive selection processes completed by other agencies. Our goal is to build a library of contracts and vendors for significant functions and operations to obtain best pricing and immediate availability. Creating this library of contracts facilitates our procurement process so that we can accelerate our operations while ensuring compliance with purchasing requirements.

On December 15, 2020, the Palm Beach County entered in an extension of contract based on Solicitation #15-055RR/ZG for Towing and Recovery of County Vehicles to the following vendors for the specific items noted on Exhibit A to Resolution No. 2021-14:

- Sister's Towing and Transportation, Inc. dba Sister's Towing (Primary)
- Kauffs of Palm Beach, Inc. dba Kauffs Transportation Systems (Secondary)

The contract was entered into on October 14, 2015 the initial term of the contract was for twelve (12) months with the option to renew for four (4) additional twelve (12) month period(s). This is the final renewal option available and after speaking with Palm Beach County a new bid solicitation is hoped to be advertised in June 2021. Town Staff will monitor and renew when available.

Staff recommends the Town enter into an agreement as needed with selected vendors using the Town's standard cooperative purchasing agreement for the same or equivalent products and/or services at the stated or lower pricing and otherwise mirrors all terms and conditions in the Palm Beach County's agreement. Purchase orders, individually or in the aggregate, are not to exceed procurement policy amounts or budgeted without separate budget amendment and/or Council approval as required by the Town's purchasing requirements.

Attached are the following documents:

- **Resolution No. 2021-14** Authorizing the Entry by the Town into Agreements with Vendors for Goods and Services Utilizing Palm Beach County's Towing and Recovery of County Vehicles Solicitation #15-055R/ZG; Authorizing the Mayor to Execute Necessary Documents in Forms Acceptable to the Town Manager and Town Attorney to take necessary action to Implement such Cooperative Purchasing Agreements
- **Exhibit A:** the attached is Palm Beach County's Form L of Term Contract #15055RD:
 - Sister's Towing and Transportation, Inc. dba Sister's Towing (Primary)
 - Kauff's of Palm Beach (Secondary)

Recommendations: Staff recommends adoption of **Resolution No. 2021-14** Authorizing the Entry by the Town into Agreements with the Primary and Secondary Vendors for Goods and Services Utilizing the Palm Beach County's Towing and Recovery of County Vehicles Solicitation #15-055R/ZG; Authorizing the Mayor to Execute Necessary Documents in Forms Acceptable to the Town Manager and Town Attorney to take necessary action to Implement such Cooperative Purchasing Agreements.

RESOLUTION NO. 2021- 14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AGREEMENTS WITH THE PRIMARY AND SECONDARY VENDORS FOR GOODS AND SERVICES UTILIZING PALM BEACH COUNTY’S TOWING AND RECOVERY OF COUNTY VEHICLES SOLICITATION #15-055R/ZG; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-133 of the Town’s Purchasing Code permits the Town to enter into agreements for goods and services using other government agency contracts, so long as they were competitively bid and the price offered to the Town is the same or less than the price of the contracting government agency; and,

WHEREAS, the Town is in need of reliable sources for goods and services relating to repair and maintenance of public facilities, including road repairs and maintenance, drainage improvements and maintenance, landscaping and sod maintenance and repair, and other miscellaneous items; and,

WHEREAS, the Town Administration has researched and located several government agency contracts for goods and services needed by the Town, which have been competitively procured and where the Town can obtain the same goods and services at prices equal to or less than the prices in the other government contracts; and,

WHEREAS, attached hereto and incorporated herein as Exhibit “A” is a matrix reflecting the vendor, the goods, and services to be purchased by the Town through the local government contract, and the related pricing; and,

WHEREAS, the Town Manager does not believe the Town could get better prices for the goods and services if the Town procured them itself; and,

WHEREAS, the Town Manager recommends that the Town Council authorize the use of Palm Beach County's Towing and Recovery of County Vehicles Extension of Contract based on Solicitation #15-055R/ZG listed in Exhibit "A", and authorize the Mayor to execute any and all documents to implement the use of the contracts, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney; and,

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to act in accordance with the recommendation of the Town Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town to utilize Palm Beach County's Towing and Recovery of County Vehicles Extension of Contract based on Solicitation #15-055R/ZG for towing and services pursuant to and consistent with Exhibit "A". The Mayor is authorized to execute any and all documents to implement the use of Palm Beach County's contracts by the Town, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution. In addition, the Town may use Palm Beach County's Towing and Recovery of County Vehicles Extension of Contract based on Solicitation #15-055R/ZG so long as they remain in effect, including renewals or extensions of the contracts by the other government agencies.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

Council Member _____ offered the foregoing Resolution. Council Member _____ seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
PHILLIS MANIGLIA	☐	☐	☐
LAURA DANOWSKI	☐	☐	☐
MARIANNE MILES	☐	☐	☐
ROBERT SHORR	☐	☐	☐
MARGARET HERZOG	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF APRIL 2021.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Phillis Maniglia

Lakisha Burch, Town Clerk

Laura Danowski

APPROVED AS T LEGAL FORM:

Marianne Miles

James Brako, Town Attorney

Robert Shorr

Margaret Herzog

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Purchasing Department

50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199

(561) 616-6800

FAX: (561) 242-6744

www.pbcgov.com/purchasing



**Palm Beach County
Board of County
Commissioners**

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Mary Lou Berger

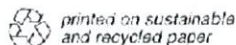
Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"



Form L

December 15, 2020

**Sisters Towing and Transportation, Inc.
dba Sisters Towing
attn.: Lellani Brochard
6907 Southern Blvd., Suite C
West Palm Beach, FL 33413**

TERM CONTRACT #15055RD

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is extending a Term Contract with your company for TOWING AND RECOVERY OF COUNTY VEHICLES based on:

[X] EXTENSION OF CONTRACT based on SOLICITATION #15-055R/ZG

The term of this contract is extended through 10/15/2021 and has an estimated dollar value of \$391,568, inclusive of all vendors awarded.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY03030500000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Colleen Cardillo at ccardill@pbcgov.org or (561) 616-6839.

Sincerely,

**Kathleen M. Scarlett
Director**

**c: Countywide
File**



Form L

October 8, 2019

Purchasing Department

50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199

(561) 616-6800

FAX: (561) 616-6811

www.pbcgov.com/purchasing

**Palm Beach County
Board of County
Commissioners**

Mack Bernard, Mayor

Dave Kerner, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Robert S. Weinroth

Mary Lou Berger

Melissa McKinlay

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"

Sisters Towing and Transportation, Inc.

d/b/a Sisters Towing

Ms. Leilani Brochard

6907 Southern Boulevard, Suite C
West Palm Beach, FL 33413

TERM CONTRACT #15055RD

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for TOWING AND RECOVERY OF COUNTY VEHICLES (AWARD OF LOTS #1, #2 & #3) based on:

[X] RENEWAL OF CONTRACT based on SOLICITATION #15-055R/ZG in accordance with all original terms, conditions, specifications and prices with no deviation.

The term of this contract is 10/16/2019 through 10/15/2020, and has an estimated dollar value of \$208,500.00, inclusive of all vendors awarded.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY030305000000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Colleen Cardillo, Senior Buyer at ccardill@pbcgov.org or (561) 616-6839.

Sincerely,

Kathleen M. Scarlett
Director

c: Countywide
File



Form L

October 14, 2015

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 616-6811
www.pbcgov.com/purchasing

**Palm Beach County
Board of County
Commissioners**

Shelley Vana, Mayor

Mary Lou Berger, Vice Mayor

Hal R. Valeche

Paulette Burdick

Steven L. Abrams

Melissa McKinlay

Priscilla A. Taylor

County Administrator

Verdenia C. Baker

Sisters Towing and Transportation, Inc
Leilani Brochard, Vice President
6907 Southern Boulevard, Suite C
West Palm Beach, FL 33413

TERM CONTRACT #15055R

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT based on:

[X] SOLICITATION #15-055R/ZG

[X] OTHER: AWARD OF LOTS #1, #2 & #3

The term of this contract is 10/16/15 through 10/15/16, and has an estimated dollar value of \$175,000, inclusive of all vendors awarded.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g., CPO / DO 680 XY03030500000001111 or CPO / DO 680 XY030305*1111). Failure to provide a document number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Zulma Gasca, Senior Buyer at zgasca@pbcgov.org or (561) 616-6848.

Sincerely,


Kathleen M. Scarlett
Director

**c: Larry Anstee, Fleet Management
Bonnie Stein, Fire Rescue
Eugene Bittaker, Palm Tran
Vernetha Green, Water Utilities
Nicki Murphy, Parks and Recreation
File**

*"An Equal Opportunity
Affirmative Action Employer"*

**BID RESPONSE
 BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #12 - DROP DECK TRAILER SERVICES WEST OF 20 MILE BEND - (PALM TRAN ONLY)

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
6.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ _____	EACH	X	.20	=	\$ _____
TOTAL FACTORED RATE - LOT #12:							\$ <u>No Bid</u>

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Non-Discrimination Policy Form is included as specified herein?

YES/INITIAL LB

Acknowledge Qualification of Bidders information is included, per Term and Condition # 10 ?

YES/INITIAL LB

Acknowledge Attachment A, Special Contract Provisions is completed and submitted per Term & Condition # 19 ?

YES/INITIAL LB

Acknowledge Insurance requirements, per Term and Condition # 21 ?

YES/INITIAL LB

*** PLEASE AFFIX SIGNATURE WHERE INDICATED
 (FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

FIRM NAME: (Enter the entire legal name of the bidding entity)

DATE:

Sisters Towing & Transportation, Inc.

Sept 15, 2015

*** SIGNATURE**

PRINT NAME: Leilani Brochard

PRINT TITLE: Vice President

ADDRESS:

6909 Southern Boulevard

CITY / STATE:

West Palm Beach, Florida

ZIP CODE:

33413

TELEPHONE # (561) 687-0820

E-MAIL: Lbrochard@sisters towing.com

TOLL FREE # ()

FAX #: (561) 687-2282

APPLICABLE
 LICENSE(S)
 NUMBER #

TP102

TYPE:

PBC Towing, Operating Permit

FEDERAL ID #

65-0462336

BID RESPONSE
15-055R/ZG

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #1 - TOWING & RECOVERY EAST OF 20 MILE BEND - (EXCLUDING PALM TRAN)

SECTION #1 - COUNTY OWNED VEHICLES UP TO CLASS 3 WITH GVWR: UP TO 14,000 LBS.							
ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - COUNTY VEHICLES THAT HAVE A GROSS VEHICLE WEIGHT RATING (GVWR) OF 14,000 LBS. OR LESS	\$ <u>80.00</u>	EACH	X	.10	=	\$ <u>8.00</u>
2.	EMERGENCY ROAD SERVICE	\$ <u>0</u>	EACH	X	.07	=	\$ <u>.00</u>
3.	RECOVERY (WINCHING)	\$ <u>50.00</u>	EACH	X	.05	=	\$ <u>2.50</u>
4.	DRY RUN	\$ <u>0</u>	EACH	X	.02	=	\$ <u>.00</u>
5.	EXTRA LABOR PER ¼ HOUR	\$ <u>15.00</u>	HOUR	X	.01	=	\$ <u>.75</u>
6.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL <u>THIRTY (30)</u> MINUTES AT PICK-UP SITE	\$ <u>15.00</u>	HOUR	X	.02	=	\$ <u>.30</u>
7.	MILEAGE CHARGE OUT-OF-COUNTY	\$ <u>4.00</u>	MILE	X	.04	=	\$ <u>.16</u>
8.	COST OF HAULING/TRANSPORTING OF 2ND VEHICLE ON SAME RUN	\$ <u>50.00</u>	EACH	X	.02	=	\$ <u>1.00</u>
9.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ <u>80.00</u>	EACH	X	.07	=	\$ <u>5.60</u>
TOTAL FACTORED RATE - SECTION #1:							\$ <u>18.31</u>

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued ...

Firm Name:

Sisters Towing & Transportation, Inc.

**BID RESPONSE
 BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #1 - TOWING & RECOVERY EAST OF 20 MILE BEND - (EXCLUDING PALM TRAN)

SECTION #2 - COUNTY OWNED VEHICLES CLASS 4 THROUGH 7 WITH GVWR: 14,001 - 33,000 LBS.

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - COUNTY VEHICLES THAT HAVE A GROSS VEHICLE WEIGHT RATING (GVWR) OF 14,001 TO 33,000 LBS.	\$ <u>110.00</u>	EACH	X	.10	=	\$ <u>11.00</u>
2.	EMERGENCY ROAD SERVICE	\$ <u>0</u>	EACH	X	.02	=	\$ <u>.00</u>
3.	RECOVERY (WINCHING)	\$ <u>60.00</u>	EACH	X	.04	=	\$ <u>2.40</u>
4.	DRY RUN	\$ <u>0</u>	EACH	X	.02	=	\$ <u>.00</u>
5.	EXTRA LABOR PER ¼ HOUR	\$ <u>75.00</u>	HOUR	X	.02	=	\$ <u>1.50</u>
6.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL THIRTY (30) MINUTES AT PICK-UP SITE	\$ <u>15.00</u>	HOUR	X	.02	=	\$ <u>.30</u>
7.	MILEAGE CHARGE OUT-OF-COUNTY	\$ <u>5.00</u>	MILE	X	.02	=	\$ <u>.10</u>
8.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ <u>110.00</u>	EACH	X	.06	=	\$ <u>6.60</u>
TOTAL FACTORED RATE - SECTION #2:							\$ <u>21.90</u>

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

Firm Name:

Sisters Towing & Transportation, Inc.

**BID RESPONSE
BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #1 - TOWING & RECOVERY EAST OF 20 MILE BEND - (EXCLUDING PALM TRAN)

SECTION #3 - COUNTY OWNED VEHICLES CLASS 8 AND ABOVE WITH GVWR: 33,001 - 80,000 LBS.

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - COUNTY VEHICLES THAT HAVE A GROSS VEHICLE WEIGHT RATING (GVWR) OF 33,001 TO 80,000 LBS.	\$ <u>157.00</u>	EACH	X	.10	=	\$ <u>15.70</u>
2.	EMERGENCY ROAD SERVICE	\$ <u>0</u>	EACH	X	.01	=	\$ <u>.00</u>
3.	RECOVERY (WINCHING)	\$ <u>175.00</u>	EACH	X	.02	=	\$ <u>3.50</u>
4.	DRY RUN	\$ <u>0</u>	EACH	X	.01	=	\$ <u>.00</u>
5.	EXTRA LABOR PER ¼ HOUR	\$ <u>75.00</u>	HOUR	X	.01	=	\$ <u>.75</u>
6.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL <u>THIRTY (30)</u> MINUTES AT PICK-UP SITE	\$ <u>15.00</u>	HOUR	X	.01	=	\$ <u>.15</u>
7.	MILEAGE CHARGE OUT-OF-COUNTY	\$ <u>4.00</u>	EACH	X	.06	=	\$ <u>.24</u>
8.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ <u>100.00</u>	EACH	X	.08	=	\$ <u>8.00</u>
TOTAL FACTORED RATE - SECTION #3:							\$ <u>28.34</u>

TOTAL FACTORED RATE LOT #1 - SECTIONS 1+2+3	\$ <u>68.55</u>
--	-----------------

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

Firm Name:

Sisters Towing & Transportation, Inc.

**BID RESPONSE
BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #2 - TILT RAMP TRAILER SERVICE EAST OF 20 MILE BEND - (EXCLUDING PALM TRAN)

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - FIRE RESCUE UNITS (PUMPERS, TANKERS, BRUSH TRUCKS, ETC.)	\$ <u>250.00</u>	EACH	X	.20	=	\$ <u>50.00</u>
2.	TOWING - OTHER COUNTY VEHICLES (MOBILE TAX OFFICES, CHANNEL 20 PRODUCTION TRUCK, SPAY MOBILE, VAC-ALL, BOOKMOBILES, ETC.)	\$ <u>50.00</u>	EACH	X	.30	=	\$ <u>15.00</u>
3.	DRY RUN	\$ <u>0</u>	EACH	X	.05	=	\$ <u>.00</u>
4.	EXTRA LABOR PER ¼ HOUR	\$ <u>25.00</u>	HOUR	X	.05	=	\$ <u>1.25</u>
5.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL THIRTY (30) MINUTES AT PICK-UP SITE	\$ <u>15.00</u>	HOUR	X	.05	=	\$ <u>.75</u>
6.	MILEAGE CHARGE OUT-OF-COUNTY	\$ <u>6.00</u>	EACH	X	.15	=	\$ <u>.90</u>
7.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ <u>250.00</u>	EACH	X	.20	=	\$ <u>50.00</u>
TOTAL FACTORED RATE - LOT #2:							\$ <u>117.90</u>

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

Firm Name:

SISTERS TOWING & TRANSPORTATION, INC.

**BID RESPONSE
 BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #3 - DROP DECK TRAILER SERVICE EAST OF 20 MILE BEND - (EXCLUDING PALM TRAN)

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - FIRE RESCUE UNITS (UNITS 2-1/2 TON OR LARGER, PUMPERS, TANKERS, BRUSH TRUCKS, ETC.)	\$ <u>250.00</u>	EACH	X	.20	=	\$ <u>50.00</u>
2.	TOWING - OTHER COUNTY VEHICLES (DOZERS, LOADERS, BACKHOES, PANS, EXCAVATOR, VAC-CON, ETC.)	\$ <u>50.00</u>	EACH	X	.30	=	\$ <u>15.00</u>
3.	DRY RUN	\$ <u>0</u>	EACH	X	.05	=	\$ <u>.00</u>
4.	EXTRA LABOR PER ¼ HOUR	\$ <u>25.00</u>	HOUR	X	.05	=	\$ <u>1.25</u>
5.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL THIRTY (30) MINUTES AT PICK-UP SITE	\$ <u>15.00</u>	HOUR	X	.05	=	\$ <u>.75</u>
6.	MILEAGE CHARGE OUT-OF-COUNTY	\$ <u>6.00</u>	EACH	X	.15	=	\$ <u>.90</u>
7.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ <u>210.00</u>	EACH	X	.20	=	\$ <u>42.00</u>
TOTAL FACTORED RATE - LOT #3:							\$ <u>109.90</u>

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

Firm Name:

Sisters Towing & TRANSPORTATION, INC.

**BID RESPONSE
BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #4 - TOWING & RECOVERY WEST OF 20 MILE BEND - (EXCLUDING PALM TRAN)

SECTION #1 - COUNTY OWNED VEHICLES UP TO CLASS 3 WITH GVWR: UP TO 14,000 LBS.							
ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - COUNTY VEHICLES THAT HAVE A GROSS VEHICLE WEIGHT RATING (GVWR) OF 14,000 LBS. OR LESS	\$ _____	EACH	X	.12	=	\$ _____
2.	EMERGENCY ROAD SERVICE	\$ _____	EACH	X	.03	=	\$ _____
3.	RECOVERY (WINCHING)	\$ _____	EACH	X	.05	=	\$ _____
4.	DRY RUN	\$ _____	EACH	X	.02	=	\$ _____
5.	EXTRA LABOR PER ¼ HOUR	\$ _____	HOUR	X	.01	=	\$ _____
6.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL THIRTY (30) MINUTES AT PICK-UP SITE	\$ _____	HOUR	X	.01	=	\$ _____
7.	MILEAGE CHARGE OUT-OF-COUNTY	\$ _____	MILE	X	.05	=	\$ _____
8.	COST OF HAULING/TRANSPORTING OF 2ND VEHICLE ON SAME RUN	\$ _____	EACH	X	.01	=	\$ _____
9.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ _____	EACH	X	.10	=	\$ _____
TOTAL FACTORED RATE - SECTION #1:							\$ No Bid

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued ...

Firm Name:

Sisters Towing & Transportation, Inc.

**BID RESPONSE
BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #4 - TOWING & RECOVERY WEST OF 20 MILE BEND - (EXCLUDING PALM TRAN)

SECTION #2 - COUNTY OWNED VEHICLES CLASS 4 THROUGH 7 WITH GVWR: 14,001 - 33,000 LBS.							
ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - COUNTY VEHICLES THAT HAVE A GROSS VEHICLE WEIGHT RATING (GVWR) OF 14,001 TO 33,000 LBS.	\$ _____	EACH	X	.11	=	\$ _____
2.	EMERGENCY ROAD SERVICE	\$ _____	EACH	X	.02	=	\$ _____
3.	RECOVERY (WINCHING)	\$ _____	EACH	X	.04	=	\$ _____
4.	DRY RUN	\$ _____	EACH	X	.01	=	\$ _____
5.	EXTRA LABOR PER ¼ HOUR	\$ _____	HOUR	X	.01	=	\$ _____
6.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL THIRTY (30) MINUTES AT PICK-UP SITE	\$ _____	HOUR	X	.01	=	\$ _____
7.	MILEAGE CHARGE OUT-OF-COUNTY	\$ _____	MILE	X	.04	=	\$ _____
8.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ _____	EACH	X	.06	=	\$ _____
TOTAL FACTORED RATE - SECTION #2:							\$ No Bid

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued ...

Firm Name:

Sisters Towing & Transportation, Inc.

**BID RESPONSE
 BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #4 - TOWING & RECOVERY WEST OF 20 MILE BEND - (EXCLUDING PALM TRAN)

SECTION #3 - COUNTY OWNED VEHICLES CLASS 8 AND ABOVE WITH GVWR: 33,001 - 80,000 LBS.

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - COUNTY VEHICLES THAT HAVE A GROSS VEHICLE WEIGHT RATING (GVWR) OF 33,001 TO 80,000 LBS.	\$ _____	EACH	X	.10	=	\$ _____
2.	EMERGENCY ROAD SERVICE	\$ _____	EACH	X	.01	=	\$ _____
3.	RECOVERY (WINCHING)	\$ _____	EACH	X	.03	=	\$ _____
4.	DRY RUN	\$ _____	EACH	X	.01	=	\$ _____
5.	EXTRA LABOR PER ¼ HOUR	\$ _____	HOUR	X	.01	=	\$ _____
	WAITING TIME PER ¼ HOUR:						
6.	CHARGE AFTER INITIAL <u>THIRTY (30)</u> MINUTES AT PICK-UP SITE	\$ _____	HOUR	X	.01	=	\$ _____
7.	MILEAGE CHARGE OUT-OF-COUNTY	\$ _____	MILE	X	.05	=	\$ _____
8.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ _____	EACH	X	.08	=	\$ _____
TOTAL FACTORED RATE - SECTION #3:							\$ <u>No Bid</u>

TOTAL FACTORED RATE LOT #4 - SECTIONS 1+2+3	\$ <u>No Bid</u>
--	-------------------------

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued ...

Firm Name: Sisters Towing & Transportation, Inc.

**BID RESPONSE
 BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #5 - TILT RAMP TRAILER SERVICES WEST OF 20 MILE BEND- (EXCLUDING PALM TRAN)

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - FIRE RESCUE UNITS (PUMPERS, TANKERS, BRUSH TRUCKS, ETC.)	\$ _____	EACH	X	.20	=	\$ _____
2.	TOWING - OTHER COUNTY VEHICLES (MOBILE TAX OFFICES, CHANNEL 20 PRODUCTION TRUCKS, SPAY MOBILE, VAC-ALL, BOOKMOBILES, ETC.)	\$ _____	EACH	X	.30	=	\$ _____
3.	DRY RUN	\$ _____	EACH	X	.05	=	\$ _____
4.	EXTRA LABOR PER ¼ HOUR	\$ _____	HOUR	X	.05	=	\$ _____
5.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL THIRTY (30) MINUTES AT PICK-UP SITE	\$ _____	HOUR	X	.05	=	\$ _____
6.	MILEAGE CHARGE OUT-OF-COUNTY	\$ _____	MILE	X	.15	=	\$ _____
7.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ _____	EACH	X	.20	=	\$ _____
TOTAL FACTORED RATE - LOT #5							\$ <u>No Bid</u>

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued ...

Firm Name: Sisters Towing & Transportation, Inc.

**BID RESPONSE
BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #6 - DROP DECK TRAILER SERVICES WEST OF 20 MILE BEND - (EXCLUDING PALM TRAN)

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - FIRE RESCUE UNITS (PUMPERS, TANKERS, BRUSH TRUCKS, ETC.)	\$ _____	EACH	X	.20	=	\$ _____
2.	TOWING - OTHER COUNTY VEHICLES (MOBILE TAX OFFICES, CHANNEL 20 PRODUCTION TRUCKS, SPAY MOBILE, VAC-ALL, BOOKMOBILES, ETC.)	\$ _____	EACH	X	.30	=	\$ _____
3.	DRY RUN	\$ _____	EACH	X	.05	=	\$ _____
4.	EXTRA LABOR PER ¼ HOUR	\$ _____	HOUR	X	.05	=	\$ _____
5.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL THIRTY (30) MINUTES AT PICK-UP SITE	\$ _____	HOUR	X	.05	=	\$ _____
6.	MILEAGE CHARGE OUT-OF-COUNTY	\$ _____	MILE	X	.15	=	\$ _____
7.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ _____	EACH	X	.20	=	\$ _____
TOTAL FACTORED RATE - LOT #6:							\$ <u>No Bid</u>

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued ...

Firm Name: Sisters Towing & TRANSPORTATION, INC.

**BID RESPONSE
BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #7 - TOWING & RECOVERY EAST OF 20 MILE BEND - (PALM TRAN ONLY)

SECTION #1 - COUNTY OWNED VEHICLES UP TO CLASS 3 WITH GVWR: UP TO 14,000 LBS.							
ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - COUNTY VEHICLES THAT HAVE A GROSS VEHICLE WEIGHT RATING (GVWR) OF 14,000 LBS. OR LESS	\$ <u>80.00</u>	EACH	X	.10	=	\$ <u>8.00</u>
2.	EMERGENCY ROAD SERVICE	\$ <u>0</u>	EACH	X	.07	=	\$ <u>.00</u>
3.	RECOVERY (WINCHING)	\$ <u>50.00</u>	EACH	X	.05	=	\$ <u>2.50</u>
4.	DRY RUN	\$ <u>0</u>	EACH	X	.02	=	\$ <u>.00</u>
5.	EXTRA LABOR PER ¼ HOUR	\$ <u>75.00</u>	HOUR	X	.01	=	\$ <u>.75</u>
6.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL <u>THIRTY (30)</u> MINUTES AT PICK-UP SITE	\$ <u>15.00</u>	HOUR	X	.02	=	\$ <u>.30</u>
7.	MILEAGE CHARGE OUT-OF-COUNTY	\$ <u>4.00</u>	MILE	X	.04	=	\$ <u>.16</u>
8.	COST OF HAULING/TRANSPORTING OF 2ND VEHICLE ON SAME RUN	\$ <u>50.00</u>	EACH	X	.02	=	\$ <u>1.00</u>
9.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ <u>80.00</u>	EACH	X	.07	=	\$ <u>5.60</u>
TOTAL FACTORED RATE - SECTION #1:							\$ <u>18.31</u>

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued ...

Firm Name: Sisters Towing & Transportation, Inc.

**BID RESPONSE
 BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #7 - TOWING & RECOVERY EAST OF 20 MILE BEND - (PALM TRAN ONLY)

SECTION #2 - COUNTY OWNED VEHICLES CLASS 4 THROUGH 7 WITH GVWR: 14,001 - 33,000 LBS.							
ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - COUNTY VEHICLES THAT HAVE A GROSS VEHICLE WEIGHT RATING (GVWR) OF 14,001 TO 33,000 LBS.	\$ <u>110.00</u>	EACH	X	.10	=	\$ <u>11.00</u>
2.	EMERGENCY ROAD SERVICE	\$ <u>0</u>	EACH	X	.02	=	\$ <u>.00</u>
3.	RECOVERY (WINCHING)	\$ <u>60.00</u>	EACH	X	.04	=	\$ <u>2.40</u>
4.	DRY RUN	\$ <u>0</u>	EACH	X	.02	=	\$ <u>.00</u>
5.	EXTRA LABOR PER ¼ HOUR	\$ <u>75.00</u>	HOUR	X	.02	=	\$ <u>1.50</u>
6.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL THIRTY (30) MINUTES AT PICK-UP SITE	\$ <u>15.00</u>	HOUR	X	.02	=	\$ <u>.30</u>
7.	MILEAGE CHARGE OUT-OF-COUNTY	\$ <u>5.00</u>	MILE	X	.02	=	\$ <u>.10</u>
8.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ <u>110.00</u>	EACH	X	.06	=	\$ <u>6.60</u>
TOTAL FACTORED RATE - SECTION #2:							\$ <u>21.90</u>

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

Firm Name:

Sisters TOWING & TRANSPORTATION, Inc.

**BID RESPONSE
BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #7 - TOWING & RECOVERY EAST OF 20 MILE BEND - (PALM TRAN ONLY)

SECTION #3 - COUNTY OWNED VEHICLES CLASS 8 AND ABOVE WITH GVWR: 33,001 - 80,000 LBS.

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - COUNTY VEHICLES THAT HAVE A GROSS VEHICLE WEIGHT RATING (GVWR) OF 33,001 TO 80,000 LBS.	\$ _____	EACH	X	.10	=	\$ _____
2.	EMERGENCY ROAD SERVICE	\$ _____	EACH	X	.01	=	\$ _____
3.	RECOVERY (WINCHING)	\$ _____	EACH	X	.02	=	\$ _____
4.	DRY RUN	\$ _____	EACH	X	.01	=	\$ _____
5.	EXTRA LABOR PER ¼ HOUR	\$ _____	HOUR	X	.01	=	\$ _____
6.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL THIRTY (30) MINUTES AT PICK-UP SITE	\$ _____	HOUR	X	.01	=	\$ _____
7.	MILEAGE CHARGE OUT-OF-COUNTY	\$ _____	EACH	X	.06	=	\$ _____
8.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ _____	EACH	X	.08	=	\$ _____
TOTAL FACTORED RATE - SECTION #3:							<u>\$ No Bid</u>

TOTAL FACTORED RATE LOT #7 - SECTIONS 1+2+3	<u>\$ 40.21</u> SECTIONS 1+2 ONLY
--	--

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

Firm Name:

Sisters Towing & Transportation, Inc.

**BID RESPONSE
BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #8 - TILT DECK TRAILER SERVICE EAST OF 20 MILE BEND - (PALM TRAN ONLY)

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - PALM TRAN LOW FLOOR 29, 35 OR 40 FT BUSES	\$ _____	EACH	X	.50	=	\$ _____
2.	DRY RUN	\$ _____	EACH	X	.05	=	\$ _____
3.	EXTRA LABOR PER ¼ HOUR	\$ _____	HOUR	X	.05	=	\$ _____
4.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL <u>THIRTY (30)</u> MINUTES AT PICK-UP SITE	\$ _____	HOUR	X	.05	=	\$ _____
5.	MILEAGE CHARGE OUT-OF-COUNTY	\$ _____	EACH	X	.15	=	\$ _____
6.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ _____	EACH	X	.20	=	\$ _____
TOTAL FACTORED RATE - LOT #8:							\$ <u>No Bid</u>

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

Firm Name:

Sisters Towing & Transportation, Inc.

**BID RESPONSE
BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #9 - DROP DECK TRAILER SERVICE EAST OF 20 MILE BEND - (PALM TRAN ONLY)

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - PALM TRAN LOW FLOOR 29, 35 OR 40 FT BUSES	\$ _____	EACH	X	.50	=	\$ _____
2.	DRY RUN	\$ _____	EACH	X	.05	=	\$ _____
3.	EXTRA LABOR PER ¼ HOUR	\$ _____	HOUR	X	.05	=	\$ _____
4.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL THIRTY (30) MINUTES AT PICK-UP SITE	\$ _____	HOUR	X	.05	=	\$ _____
5.	MILEAGE CHARGE OUT-OF-COUNTY	\$ _____	EACH	X	.15	=	\$ _____
6.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ _____	EACH	X	.20	=	\$ _____
TOTAL FACTORED RATE - LOT #9:							<u>\$ No Bid</u>

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

Firm Name:

Sisters Towing & Transportation, Inc.

**BID RESPONSE
BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #10 - TOWING & RECOVERY WEST OF 20 MILE BEND -- (PALM TRAN ONLY)

SECTION #1 - COUNTY OWNED VEHICLES UP TO CLASS 3 WITH GVWR: UP TO 14,000 LBS.							
ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - COUNTY VEHICLES THAT HAVE A GROSS VEHICLE WEIGHT RATING (GVWR) OF 14,000 LBS. OR LESS	\$ _____	EACH	X	.12	=	\$ _____
2.	EMERGENCY ROAD SERVICE	\$ _____	EACH	X	.03	=	\$ _____
3.	RECOVERY (WINCHING)	\$ _____	EACH	X	.05	=	\$ _____
4.	DRY RUN	\$ _____	EACH	X	.02	=	\$ _____
5.	EXTRA LABOR PER ¼ HOUR	\$ _____	HOUR	X	.01	=	\$ _____
6.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL THIRTY (30) MINUTES AT PICK-UP SITE	\$ _____	HOUR	X	.01	=	\$ _____
7.	MILEAGE CHARGE OUT-OF-COUNTY	\$ _____	MILE	X	.05	=	\$ _____
8.	COST OF HAULING/TRANSPORTING OF 2ND VEHICLE ON SAME RUN	\$ _____	EACH	X	.01	=	\$ _____
9.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ _____	EACH	X	.10	=	\$ _____
TOTAL FACTORED RATE - SECTION #1:							\$ No Bid

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued ...

Firm Name: Sisters Towing & Transportation, Inc.

**BID RESPONSE
 BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #10 - TOWING & RECOVERY WEST OF 20 MILE BEND – (PALM TRAN ONLY)

SECTION #2 – COUNTY OWNED VEHICLES CLASS 4 THROUGH 7 WITH GVWR: 14,001 - 33,000 LBS.							
ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - COUNTY VEHICLES THAT HAVE A GROSS VEHICLE WEIGHT RATING (GVWR) OF 14,001 TO 33,000 LBS.	\$ _____	EACH	X	.11	=	\$ _____
2.	EMERGENCY ROAD SERVICE	\$ _____	EACH	X	.02	=	\$ _____
3.	RECOVERY (WINCHING)	\$ _____	EACH	X	.04	=	\$ _____
4.	DRY RUN	\$ _____	EACH	X	.01	=	\$ _____
5.	EXTRA LABOR PER ¼ HOUR	\$ _____	HOUR	X	.01	=	\$ _____
6.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL THIRTY (30) MINUTES AT PICK-UP SITE	\$ _____	HOUR	X	.01	=	\$ _____
7.	MILEAGE CHARGE OUT-OF-COUNTY	\$ _____	MILE	X	.04	=	\$ _____
8.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ _____	EACH	X	.06	=	\$ _____
TOTAL FACTORED RATE – SECTION #2:							\$ No Bid

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued ...

Firm Name: Sisters Towing & Transportation, Inc.

**BID RESPONSE
 BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #10 - TOWING & RECOVERY WEST OF 20 MILE BEND - (PALM TRAN ONLY)

SECTION #3 - COUNTY OWNED VEHICLES CLASS 8 AND ABOVE WITH GVWR: 33,001 - 80,000 LBS.							
ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - COUNTY VEHICLES THAT HAVE A GROSS VEHICLE WEIGHT RATING (GVWR) OF 33,001 TO 80,000 LBS.	\$ _____	EACH	X	.10	=	\$ _____
2.	EMERGENCY ROAD SERVICE	\$ _____	EACH	X	.01	=	\$ _____
3.	RECOVERY (WINCHING)	\$ _____	EACH	X	.03	=	\$ _____
4.	DRY RUN	\$ _____	EACH	X	.01	=	\$ _____
5.	EXTRA LABOR PER ¼ HOUR	\$ _____	HOUR	X	.01	=	\$ _____
6.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL THIRTY (30) MINUTES AT PICK-UP SITE	\$ _____	HOUR	X	.01	=	\$ _____
7.	MILEAGE CHARGE OUT-OF-COUNTY	\$ _____	MILE	X	.05	=	\$ _____
8.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ _____	EACH	X	.08	=	\$ _____
TOTAL FACTORED RATE - SECTION #3:							\$ No Bid

TOTAL FACTORED RATE LOT #10 - SECTIONS 1+2+3	\$ No Bid
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All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued ...

Firm Name: Sisters Towing & Transportation, Inc.

**BID RESPONSE
 BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #11 - TILT DECK TRAILER SERVICES WEST OF 20 MILE BEND - (PALM TRAN ONLY)

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - PALM TRAN LOW FLOOR 29, 35 OR 40 FT BUSES	\$ _____	EACH	X	.50	=	\$ _____
2.	DRY RUN	\$ _____	EACH	X	.05	=	\$ _____
3.	EXTRA LABOR PER ¼ HOUR	\$ _____	HOUR	X	.05	=	\$ _____
4.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL <u>THIRTY (30)</u> MINUTES AT PICK-UP SITE	\$ _____	HOUR	X	.05	=	\$ _____
5.	MILEAGE CHARGE OUT-OF-COUNTY	\$ _____	MILE	X	.15	=	\$ _____
6.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ _____	EACH	X	.20	=	\$ _____
TOTAL FACTORED RATE - LOT #11:							\$ <u>No Bid</u>

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued ...

Firm Name: _____

Sisters Towing & Transportation, Inc.

BID RESPONSE
BID #15-055R/ZG

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #12 - DROP DECK TRAILER SERVICES WEST OF 20 MILE BEND - (PALM TRAN ONLY)

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - PALM TRAN LOW FLOOR 29, 35 OR 40 FT BUSES	\$ _____	EACH	X	.50	=	\$ _____
2.	DRY RUN	\$ _____	EACH	X	.05	=	\$ _____
3.	EXTRA LABOR PER ¼ HOUR	\$ _____	HOUR	X	.05	=	\$ _____
4.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL THIRTY (30) MINUTES AT PICK-UP SITE	\$ _____	HOUR	X	.05	=	\$ _____
5.	MILEAGE CHARGE OUT-OF-COUNTY	\$ _____	MILE	X	.15	=	\$ <u>No Bid</u>

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued ...

Firm Name: _____

Sisters Towing & Transportation, Inc.

BID #15-055R/ZGPalm Beach County Board of County Commissioners
TRANSPORTATION DEPARTMENT**ATTACHMENT "A"**
SPECIAL CONTRACT PROVISIONS

By signing below I confirm that I have read and understand PART A GENERAL CONDITIONS - APPLICABLE TO THIS SOLICITATION and, PART B ADDITIONAL REQUIREMENTS - CONDITIONAL. FAILURE TO DO SO SHALL RENDER YOUR RESPONSE NON-RESPONSIVE.

COMPANY NAME: SISTERS TOWING & TRANSPORTATION, INC.
ADDRESS: 6901 Southern Boulevard
CITY/STATE/ZIP CODE: West Palm Beach, Florida 33413
SIGNATURE: Leilani Brochard
TYPE NAME: Leilani Brochard DATE: September 15, 2015

CONTRACTOR SHALL FULLY COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION, INCLUDING THE EXHIBITS. IF APPLICABLE, THE FOLLOWING EXHIBITS AND ATTACHMENTS SHALL BE SIGNED AND RETURNED WITH OFFER. FAILURE TO DO SO SHALL RENDER YOUR RESPONSE NON-RESPONSIVE.

EXHIBIT 1**BUY AMERICA CERTIFICATION—ONLY APPLICABLE IF CONTRACT IS IN EXCESS OF \$100,000****EXHIBIT 2****RESTRICTIONS ON LOBBYING CERTIFICATION—ONLY APPLICABLE IF CONTRACT IS IN EXCESS OF \$100,000****EXHIBIT 3****DRUG & ALCOHOL TESTING PROGRAM COMPLIANCE CERTIFICATION—APPLICABLE FOR ALL SERVICE CONTRACTS REGARDLESS OF VALUE**

EXHIBIT 1
BUY AMERICA CERTIFICATION

FOR PROCUREMENTS OF STEEL, IRON, AND MANUFACTURED PRODUCTS (INCLUDING ROLLING STOCK) OVER \$100,000

If this contract or purchase order is valued in excess of \$100,000 and involves the procurement of steel, iron, or manufactured products, the bidder or offeror hereby certifies that it:

- ☒ Will meet the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR part 661.5.
- ☐ Cannot meet the requirements of 49 USC 5323(j)(1) and 49 CFR part 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

If this contract or purchase order is valued in excess of \$100,000 and involves the procurement of buses, other rolling stock, and associated equipment, the bidder or offeror certifies that it:

- ☒ Will comply with the requirements of 49 USC 5323(j)(2)(C) and the regulations at 49 CFR part 661.11.
- ☐ Cannot comply with the requirements of 49 USC 5323(j)(2)(C) and 49 CFR 661.11, but may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Sept 15, 2015
(Date)

Dejani Brockard
(Signature)
SISTERS TOWING & TRANSPORTATION, INC.
(Company)
Vice President
(Title)

Note: This Buy America certification must be submitted to Palm Beach County with all bids or offers on FTA-funded contracts involving construction or the acquisition of goods or rolling stock, except those subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds.

EXHIBIT 2
RESTRICTIONS ON LOBBYING CERTIFICATION

**FOR ALL PROCUREMENTS OVER \$100,000 INVOLVING
CONSTRUCTION/ARCHITECTURAL AND ENGINEERING/ACQUISITION OF ROLLING
STOCK/PROFESSIONAL SERVICE CONTRACTS/OPERATIONAL SERVICE CONTRACTS/
TURNKEY CONTRACTS**

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 any 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 of any 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.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)]. Note: Language in paragraph 2 herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 USC 1601, et seq.)]

3. 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.

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 31 USC §1352 (as amended by the Lobbying Disclosure Act of 1995). 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 undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 USC A3801, et seq., apply to this certification and disclosure, if any.

Sept 15, 2015
(Date)

Deborah Brockard
(Signature)
SISTERS TOWING & TRANSPORTATION, INC
(Company)
Vice President
(Title)

Note: This certification must accompany each bid or offer exceeding \$100,000. Pursuant to 31 USC §3801(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

EXHIBIT 3
DRUG & ALCOHOL TESTING PROGRAM COMPLIANCE CERTIFICATION**FOR TRANSIT OPERATIONAL SERVICE CONTRACTS**

The undersigned certifies that the contractor, and its subcontractors as required, has established and implemented an anti-drug and alcohol prevention program in accordance with 49 CFR Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations."

Sept 15, 2015
(Date)

Dejani Brockard
(Signature)
SISTERS TOWING & TRANSPORTATION, INC.
(Company)
Vice President
(Title)

ATTACHMENT "B"
RECORD OF ANNUAL INSPECTION
(49 CFR, 398.17-23)

Prepare Separate Report for Each Vehicle Inspected

No. 39

D5863102

COMPANY NAME			VEHICLE TYPE			CONVERTED		
STREET ADDRESS			☐ TRUCK ☐ TRACTOR ☐ TRAILER ☐ LOCALLY					
CITY			VEHICLE MAKE			MODEL		
STATE			YEAR			YEAR		
ZIP			VEHICLE IDENTIFICATION (Company No., State Reg No. or VIN)					
INSPECTOR'S NAME (Please Print)						EMPLOYEE NO.		

REPORT OF CONDITION (For Detailed Information on Inspection Procedures see FMGCR Section 306, Appendix G)

	OK	REPAIR		OK	REPAIR		OK	REPAIR		OK	REPAIR
Adjustment			Leads			Adjustment			Wheels		
Mechas. Compon.			Placement			Column/Gear					
Drum/Motor						Axle					
Hoist/Taking			Hoisting			Linkage					
Unrind			Tail/Stop			Power Steering			Tread		
Low Air Warning			Clearence/Marker			Other			Inflation		
Tailor Air Supply			Identification						Disposal		
Compressor			Reflections								
Parking Brakes			Other								
Other									Fasteners		
			Access			Spacers			Disc/Spook		
File/Wheel & Mount			Equip./Load Secure			Adhesives					
Pin/Upper Piste			Tie-Downs			Sliders					
Pinch-Hook/Eye			Headrest								
Safety Chain(s)			Other								

REMARKS

has been interpreted as required as needed to comply with 49 CFR Part 306, Appendix G.

DATE

APPLY LABEL TO CLEAN, DRY SURFACE.
USE WITH ACRYLUMINATE (221-SN) TO
IMPROVE DURABILITY UNDER NORMAL
WEATHER CONDITIONS.

AN INDELEBIL INK MARKER IS RECOMMENDED FOR USE WHEN FILLING OUT THE LABEL. INDELEBIL INK IS PERMANENT AND WILL NOT WASH OFF, BUT MAY FADE DUE TO EXPOSURE TO ULTRAVIOLET LIGHT OVER TIME. CAREFUL DISCRETION IS ADVISED REGARDING APPLICATION OF LABEL TO AN AREA NOT EXPOSED TO EXCESSIVE ULTRAVIOLET LIGHT AND/OR ELEMENTS AND IT IS RECOMMENDED THAT THE READABILITY OF THE LABEL BE CHECKED PERIODICALLY.

401-FC-02 3130
(Rev. 8/06)

FEDERAL ANNUAL INSPECTION

THIS VEHICLE HAS PASSED AN ANNUAL INSPECTION
CONDUCTED IN ACCORDANCE WITH 49 CFR, PART 396, FMCSR

D5863102

MONTH		YEAR	
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
37	38	39	40
41	42	43	44
45	46	47	48
49	50	51	52
53	54	55	56
57	58	59	60
61	62	63	64
65	66	67	68
69	70	71	72
73	74	75	76
77	78	79	80
81	82	83	84
85	86	87	88
89	90	91	92
93	94	95	96
97	98	99	100

YEAR

VEHICLE ID (Company No.)

STATE/TAD NO. OR VIN

LOCATION OF RECORDS:

Company: _____

Street Address _____

CIN. 5241. Zp

**QUALIFICATIONS OF BIDDERS
REFERENCES FOR SOLICITATION #15-055R/ZG**

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

REFERENCE NAME:	Advance Disposal
ADDRESS:	5489 LEEPER DR. West Palm Beach, FL 33410
CONTACT NAME:	SHAM MARAJ Maintenance Department
CONTACT INFORMATION:	PHONE: 561-471-6110 CELL PHONE: 561-719-3526 FAX: 561-471-6112 EMAIL: sham.maraj@Advanceddisposal.com
SCOPE OF WORK:	All Phases of TOWING & Recovery
CONTRACT DATES:	2007 to Present

REFERENCE NAME:	Cemex
ADDRESS:	1021 North Railroad Avenue W. Palm Beach
CONTACT NAME:	Chuck Carewiii
CONTACT INFORMATION:	PHONE: 561-832-6646 CELL PHONE: 772-216-6052 FAX: 561-832-9640 EMAIL: charlesa.carewiii@cemex.com
SCOPE OF WORK:	Heavy Duty Recovery & TOWING / Lowboy Transport
CONTRACT DATES:	2009 to Present

REFERENCE NAME:	Palm Beach County Sheriffs Office
ADDRESS:	3228 Gunclub Road West Palm Beach, FL 33406
CONTACT NAME:	CHIEF Michael Gauger
CONTACT INFORMATION:	PHONE: (561) 688-3014 CELL PHONE: FAX: (561) 688-3033 EMAIL: gaugerm@pbso.org
SCOPE OF WORK:	Light, Med, heavy TOWING & Recovery / Landoll Transport
CONTRACT DATES:	2007 to Present

CERTIFICATION OF BUSINESS LOCATION
BID #15-055R/ZG

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) bidders having a permanent place of business in Palm Beach County ("County") or (2) bidders having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, bidders must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder to provide the goods/services being solicited by the County, and will be used to verify that the bidder had a permanent place of business prior to the issuance of the solicitation. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a local preference.

In instances where the bidder is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders for additional information related to this requirement after the bid/quote due date.

I. Bidder is a:

X

Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

X

Headquarters located in Palm Beach County
 Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

 Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

Headquarters located in the Glades
 Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of proposer's County Business Tax Receipt verifies bidder's permanent place of business.

THIS CERTIFICATION is submitted by Leilani Brochard, as

(Name of Individual)

Vice President

(Title/Position)

of SISTERS TOWING & TRANSPORTATION, INC.

(Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder.

Leilani Brochard
 (Signature)

9.15.15
 (Date)

DRUG-FREE WORKPLACE CERTIFICATION
BID #15-055R/ZG

IDENTICAL TIE BIDS/PROPOSALS - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before the published bid submission time to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County 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 a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) 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 Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by

Leilani Brochard

the

Vice President

(Individual's Name)

(Title/Position with Company/Vendor)

Sisters Towing & Transportation, Inc

(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.

Leilani Brochard
 Signature

Sept 15, 2015
 Date

NON-DISCRIMINATION POLICY
BID #15-055R/ZG

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All bidders doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, prior to entering into any contract with Palm Beach County. In the event a bidder does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy, such bidder shall be required to check the applicable statement and sign below affirming it will conform to Palm Beach County's policy.

Check one:

- ☒ Bidder hereby acknowledges that it **does not** have a written non-discrimination policy or one that conforms to Palm Beach County's policy and Bidder hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

OR

- ☐ Bidder hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

OR

- ☐ Bidder hereby attaches its non-discrimination policy which does not conform to the policy of Palm Beach County; however, Bidder hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

NOTE:

Bidder's failure to either: (i) have a written or non-written non-discrimination policy in conformance with Palm Beach County's policy set forth above; or (ii) provide Palm Beach County with the information set forth above, will render bidder non-responsive.

Bidder shall notify Palm Beach County in the event it no longer maintains a written or non-written non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

BIDDER: SISTERS TOWING & TRANSPORTATION, INC
 Company Name
Leilani Brochard
 Signature
Leilani Brochard
 Name (type or print)
Vice President
 Title



Purchasing Department

50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199

(561) 616-6800

FAX: (561) 242-6744

www.pbcgov.com/purchasing

**Palm Beach County
Board of County
Commissioners**

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Mary Lou Berger

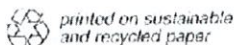
Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"



Form L

December 15, 2020

**Kauffs of Palm Beach, Inc.
dba Kauffs Transportation Systems
Gene Craig, Operations Manager
4701 East Avenue
West Palm Beach, FL 33407**

TERM CONTRACT #15055RD

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is extending a Term Contract with your company for TOWING AND RECOVERY OF COUNTY VEHICLES based on:

[X] EXTENSION OF CONTRACT based on SOLICITATION #15-055R/ZG

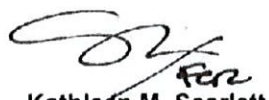
The term of this contract is extended through 10/15/2021 and has an estimated dollar value of \$391,568, inclusive of all vendors awarded.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY03030500000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Colleen Cardillo at ccardill@pbcgov.org or (561) 616-6839.

Sincerely,


**Kathleen M. Scarlett
Director**

**c: Countywide
File**



October 8, 2019

Form L

Purchasing Department

50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199

(561) 616-6800

FAX: (561) 616-6811

www.pbcgov.com/purchasing

**Palm Beach County
Board of County
Commissioners**

Mack Bernard, Mayor

Dave Kerner, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Robert S. Weinroth

Mary Lou Berger

Melissa McKinlay

County Administrator

Verdenia C. Baker

**Kauff's of Palm Beach, Inc
d/b/a Kauff's Transportation Systems
Mr. Gene Craig, Market Manager
4701 East Avenue
West Palm Beach, FL 33407**

TERM CONTRACT #15055RD

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for **TOWING AND RECOVERY OF COUNTY VEHICLES (AWARD OF LOTS #7, #8 & #9)** based on:

☒ **RENEWAL OF CONTRACT** based on SOLICITATION #15-055R/ZG in accordance with all original terms, conditions, specifications and prices with no deviation.

The term of this contract is **10/16/2019** through **10/15/2020**, and has an estimated dollar value of **\$208,500.00**, inclusive of all vendors awarded.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY03030500000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Colleen Cardillo, Senior Buyer at ccardill@pbcgov.org or (561) 616-6839.

Sincerely,

**Katleen M. Scarlett
Director**

c: Countywide
File

"An Equal Opportunity
Affirmative Action Employer"



printed on sustainable
and recycled paper



Form L

October 14, 2015

Purchasing Department

50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 616-6811
www.pbcgov.com/purchasing



**Palm Beach County
Board of County
Commissioners**

Shelley Vana, Mayor

Mary Lou Berger, Vice Mayor

Hal R. Valeche

Paulette Burdick

Steven L. Abrams

Melissa McKinlay

Priscilla A. Taylor

County Administrator

Verdenia C. Baker

**Kauff's of Palm Beach, Inc
DBA Kauff's Transportation Systems
Francis Geoffrey Russell, President
4701 East Avenue
West Palm Beach, FL 33407**

TERM CONTRACT #15055R

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT based on:

[X] SOLICITATION #15-055R/ZG

[X] OTHER: AWARD OF LOTS #7, #8 & #9

The term of this contract is 10/16/15 through 10/15/16, and has an estimated dollar value of \$175,000, inclusive of all vendors awarded.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g., CPO / DO 680 XY03030500000001111 or CPO / DO 680 XY030305*1111). Failure to provide a document number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Zulma Gasca, Senior Buyer at zgasca@pbcgov.org or (561) 616-6848.

Sincerely,


**Kathleen M. Scarlett
Director**

**c: Larry Anstee, Fleet Management
Bonnie Stein, Fire Rescue
Eugene Bitteker, Palm Tran
Vernetha Green, Water Utilities
Nicki Murphy, Parks and Recreation
File**

*"An Equal Opportunity
Affirmative Action Employer"*

**BID RESPONSE
BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #12 - DROP DECK TRAILER SERVICES WEST OF 20 MILE BEND - (PALM TRAN ONLY)

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
6.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	No Bid	EACH	X	.20	=	\$ _____
TOTAL FACTORED RATE - LOT #12:							\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Non-Discrimination Policy Form is included as specified herein?

YES INITIAL *GR*

Acknowledge Qualification of Bidders Information is included, per Term and Condition # 10 ?

YES INITIAL *GR*

Acknowledge Attachment A, Special Contract Provisions is completed and submitted per Term & Condition # 19 ?

YES INITIAL *GR*

Acknowledge Insurance requirements, per Term and Condition # 21 ?

YES INITIAL *GR*

*** PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

FIRM NAME: (Enter the entire legal name of the bidding entity)

Kauff's of Palm Beach, Inc

DATE:

09/15/2015

*** SIGNATURE**

Francis Geoffrey Russell

PRINT NAME: Francis Geoffrey Russell

PRINT TITLE: President

ADDRESS: 4701 East Avenue

CITY / STATE: West Palm Beach, FL

ZIP CODE: 33407

TELEPHONE # (561) 844-5283

E-MAIL: grussell@kauffstowing.com

TOLL FREE # (800) 432-7182

FAX #: (561) 863-0470

APPLICABLE 393088
LICENSE(S) PBC#TP83
NUMBER #LBTR Number 200904555

State of Florida Corporation Registration
Palm Beach County Towing Operating Permit
TYPE Palm Beach County Business Registration

FEDERAL ID # 59-1371159

**BID RESPONSE
15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #1 - TOWING & RECOVERY EAST OF 20 MILE BEND – (EXCLUDING PALM TRAN)

SECTION #1 – COUNTY OWNED VEHICLES UP TO CLASS 3 WITH GVWR: UP TO 14,000 LBS.							
ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - COUNTY VEHICLES THAT HAVE A GROSS VEHICLE WEIGHT RATING (GVWR) OF 14,000 LBS. OR LESS	\$ <u>89.50</u>	EACH	X	.10	=	\$ <u>8.95</u>
2.	EMERGENCY ROAD SERVICE	\$ <u>30.00</u>	EACH	X	.07	=	\$ <u>2.10</u>
3.	RECOVERY (WINCHING)	\$ <u>30.00</u>	EACH	X	.05	=	\$ <u>1.50</u>
4.	DRY RUN	\$ <u>0.00</u>	EACH	X	.02	=	\$ <u>0.00</u>
5.	EXTRA LABOR PER ¼ HOUR	\$ <u>19.50</u>	HOUR	X	.01	=	\$ <u>0.20</u>
6.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL THIRTY (30) MINUTES AT PICK-UP SITE	\$ <u>14.50</u>	HOUR	X	.02	=	\$ <u>0.29</u>
7.	MILEAGE CHARGE OUT-OF-COUNTY	\$ <u>3.48</u>	MILE	X	.04	=	\$ <u>0.14</u>
8.	COST OF HAULING/TRANSPORTING OF 2ND VEHICLE ON SAME RUN	\$ <u>39.50</u>	EACH	X	.02	=	\$ <u>0.79</u>
9.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ <u>142.50</u>	EACH	X	.07	=	\$ <u>9.98</u>
TOTAL FACTORED RATE – SECTION #1:							\$ <u>23.94</u>

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

\$23.94

Continued ...

Firm Name: Kauff's of Palm Beach, Inc.

BID RESPONSE
BID #15-055R/ZG

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #1 - TOWING & RECOVERY EAST OF 20 MILE BEND - (EXCLUDING PALM TRAN)

SECTION #2 - COUNTY OWNED VEHICLES CLASS 4 THROUGH 7 WITH GVWR: 14,001 - 33,000 LBS.							
ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - COUNTY VEHICLES THAT HAVE A GROSS VEHICLE WEIGHT RATING (GVWR) OF 14,001 TO 33,000 LBS.	\$ 124.50	EACH	X	.10	=	\$ 12.45
2.	EMERGENCY ROAD SERVICE	\$ 34.50	EACH	X	.02	=	\$ 0.69
3.	RECOVERY (WINCHING)	\$ 34.50	EACH	X	.04	=	\$ 1.38
4.	DRY RUN	\$ 0.00	EACH	X	.02	=	\$ 0.00
5.	EXTRA LABOR PER ¼ HOUR	\$ 29.50	HOUR	X	.02	=	\$ 0.59
6.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL THIRTY (30) MINUTES AT PICK-UP SITE	\$ 29.50	HOUR	X	.02	=	\$ 0.59
7.	MILEAGE CHARGE OUT-OF-COUNTY	\$ 3.97	MILE	X	.02	=	\$ 0.08
8.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ 219.50	EACH	X	.06	=	\$ 13.17
TOTAL FACTORED RATE - SECTION #2:							\$ 28.95

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

Firm Name: Kauff's of Palm Beach, Inc.

**BID RESPONSE
BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #1 - TOWING & RECOVERY EAST OF 20 MILE BEND – (EXCLUDING PALM TRAN)

SECTION #3 – COUNTY OWNED VEHICLES CLASS 8 AND ABOVE WITH GVWR: 33,001 - 80,000 LBS.

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - COUNTY VEHICLES THAT HAVE A GROSS VEHICLE WEIGHT RATING (GVWR) OF 33,001 TO 80,000 LBS.	\$ 184.50	EACH	X	.10	=	\$ 18.45
2.	EMERGENCY ROAD SERVICE	\$ 34.50	EACH	X	.01	=	\$ 0.35
3.	RECOVERY (WINCHING)	\$ 39.50	EACH	X	.02	=	\$ 0.79
4.	DRY RUN	\$ 0.00	EACH	X	.01	=	\$ 0.00
5.	EXTRA LABOR PER ¼ HOUR	\$ 39.50	HOUR	X	.01	=	\$ 0.40
6.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL THIRTY (30) MINUTES AT PICK-UP SITE	\$ 39.50	HOUR	X	.01	=	\$ 0.40
7.	MILEAGE CHARGE OUT-OF-COUNTY	\$ 3.97	EACH	X	.06	=	\$ 0.24
8.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ 219.50	EACH	X	.08	=	\$ 17.56
TOTAL FACTORED RATE – SECTION #3:							\$ 38.17 <i>\$38.19</i>

TOTAL FACTORED RATE LOT #1 - SECTIONS 1+2+3	\$ 91.06 <i>\$91.09</i>
--	--------------------------------

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

Firm Name: Kauff's of Palm Beach, Inc.

**BID RESPONSE
BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #2 - TILT RAMP TRAILER SERVICE EAST OF 20 MILE BEND - (EXCLUDING PALM TRAN)

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - FIRE RESCUE UNITS (PUMPERS, TANKERS, BRUSH TRUCKS, ETC.)	\$ 178.50	EACH	X	.20	=	\$ 35.70
2.	TOWING - OTHER COUNTY VEHICLES (MOBILE TAX OFFICES, CHANNEL 20 PRODUCTION TRUCK, SPAY MOBILE, VAC-ALL, BOOKMOBILES, ETC.)	\$ 183.50	EACH	X	.30	=	\$ 55.05
3.	DRY RUN	\$ 0.00	EACH	X	.05	=	\$ 0.00
4.	EXTRA LABOR PER ¼ HOUR	\$ 39.50	HOUR	X	.05	=	\$ 1.98
5.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL THIRTY (30) MINUTES AT PICK-UP SITE	\$ 39.50	HOUR	X	.05	=	\$ 1.98
6.	MILEAGE CHARGE OUT-OF-COUNTY	\$ 3.98	EACH	X	.15	=	\$ 0.60
7.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ 273.50	EACH	X	.20	=	\$ 54.70
TOTAL FACTORED RATE - LOT #2:							\$ 150.00

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

\$150.00

Continued...

Firm Name: Kauff's of Palm Beach, Inc.

**BID RESPONSE
BID #15-055R/ZG**

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TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #3 - DROP DECK TRAILER SERVICE EAST OF 20 MILE BEND - (EXCLUDING PALM TRAN)

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - FIRE RESCUE UNITS (UNITS 2-1/2 TON OR LARGER, PUMPERS, TANKERS, BRUSH TRUCKS, ETC.)	\$ 186.50	EACH	X	.20	=	\$ 37.30
2.	TOWING - OTHER COUNTY VEHICLES (DOZERS, LOADERS, BACKHOES, PANS, EXCAVATOR, VAC-CON, ETC.)	\$ 196.50	EACH	X	.30	=	\$ 58.95
3.	DRY RUN	\$ 0.00	EACH	X	.05	=	\$ 0.00
4.	EXTRA LABOR PER ¼ HOUR	\$ 39.50	HOUR	X	.05	=	\$ 1.98
5.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL THIRTY (30) MINUTES AT PICK-UP SITE	\$ 39.50	HOUR	X	.05	=	\$ 1.98
6.	MILEAGE CHARGE OUT-OF-COUNTY	\$ 3.98	EACH	X	.15	=	\$ 0.60
7.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ 273.50	EACH	X	.20	=	\$ 54.70
TOTAL FACTORED RATE - LOT #3:							\$ 155.50

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

\$155.50

Continued...

Firm Name: Kauff's of Palm Beach, Inc.

**BID RESPONSE
BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #4 - TOWING & RECOVERY WEST OF 20 MILE BEND – (EXCLUDING PALM TRAN)

SECTION #1 – COUNTY OWNED VEHICLES UP TO CLASS 3 WITH GVWR: UP TO 14,000 LBS.							
ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - COUNTY VEHICLES THAT HAVE A GROSS VEHICLE WEIGHT RATING (GVWR) OF 14,000 LBS. OR LESS	\$ _____	EACH	X	.12	=	\$ _____
2.	EMERGENCY ROAD SERVICE	\$ _____	EACH	X	.03	=	\$ _____
3.	RECOVERY (WINCHING)	\$ _____	EACH	X	.05	=	\$ _____
4.	DRY RUN	\$ _____	EACH	X	.02	=	\$ _____
5.	EXTRA LABOR PER ¼ HOUR	\$ _____	HOUR	X	.01	=	\$ _____
6.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL <u>THIRTY (30)</u> MINUTES AT PICK-UP SITE	\$ _____	HOUR	X	.01	=	\$ _____
7.	MILEAGE CHARGE OUT-OF-COUNTY	\$ _____	MILE	X	.05	=	\$ _____
8.	COST OF HAULING/TRANSPORTING OF 2ND VEHICLE ON SAME RUN	\$ _____	EACH	X	.01	=	\$ _____
9.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ _____	EACH	X	.10	=	\$ _____
TOTAL FACTORED RATE – SECTION #1:							\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued ...

Firm Name: Kauff's of Palm Beach, Inc.

**BID RESPONSE
BID #15-055R/ZG**

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TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #4 - TOWING & RECOVERY WEST OF 20 MILE BEND – (EXCLUDING PALM TRAN)

SECTION #2 – COUNTY OWNED VEHICLES CLASS 4 THROUGH 7 WITH GVWR: 14,001 - 33,000 LBS.

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - COUNTY VEHICLES THAT HAVE A GROSS VEHICLE WEIGHT RATING (GVWR) OF 14,001 TO 33,000 LBS.	\$ _____	EACH	X	.11	=	\$ _____
2.	EMERGENCY ROAD SERVICE	\$ _____	EACH	X	.02	=	\$ _____
3.	RECOVERY (WINCHING)	\$ _____	EACH	X	.04	=	\$ _____
4.	DRY RUN	\$ _____	EACH	X	.01	=	\$ _____
5.	EXTRA LABOR PER ¼ HOUR	\$ _____	HOUR	X	.01	=	\$ _____
6.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL THIRTY (30) MINUTES AT PICK-UP SITE	\$ _____	HOUR	X	.01	=	\$ _____
7.	MILEAGE CHARGE OUT-OF-COUNTY	\$ _____	MILE	X	.04	=	\$ _____
8.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ _____	EACH	X	.06	=	\$ _____
TOTAL FACTORED RATE – SECTION #2:							\$ _____

No Bid

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued ...

Firm Name: Kauff's of Palm Beach, Inc.

**BID RESPONSE
BID #15-055R/ZG**

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TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #4 - TOWING & RECOVERY WEST OF 20 MILE BEND – (EXCLUDING PALM TRAN)

SECTION #3 – COUNTY OWNED VEHICLES CLASS 8 AND ABOVE WITH GVWR: 33,001 - 80,000 LBS.

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - COUNTY VEHICLES THAT HAVE A GROSS VEHICLE WEIGHT RATING (GVWR) OF 33,001 TO 80,000 LBS.	\$ _____	EACH	X	.10	=	\$ _____
2.	EMERGENCY ROAD SERVICE	\$ _____	EACH	X	.01	=	\$ _____
3.	RECOVERY (WINCHING)	\$ _____	EACH	X	.03	=	\$ _____
4.	DRY RUN	\$ _____	EACH	X	.01	=	\$ _____
5.	EXTRA LABOR PER ¼ HOUR	\$ _____	HOUR	X	.01	=	\$ _____
6.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL THIRTY (30) MINUTES AT PICK-UP SITE	\$ _____	HOUR	X	.01	=	\$ _____
7.	MILEAGE CHARGE OUT-OF-COUNTY	\$ _____	MILE	X	.05	=	\$ _____
8.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ _____	EACH	X	.08	=	\$ _____
TOTAL FACTORED RATE – SECTION #3:							\$ _____

TOTAL FACTORED RATE LOT #4 - SECTIONS 1+2+3	\$ _____
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All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued ...

Firm Name: Kauff's of Palm Beach, Inc.

**BID RESPONSE
 BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #5 - TILT RAMP TRAILER SERVICES WEST OF 20 MILE BEND- (EXCLUDING PALM TRAN)

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - FIRE RESCUE UNITS (PUMPERS, TANKERS, BRUSH TRUCKS, ETC.)	\$ _____	EACH	X	.20	=	\$ _____
2.	TOWING - OTHER COUNTY VEHICLES (MOBILE TAX OFFICES, CHANNEL 20 PRODUCTION TRUCKS, SPAY MOBILE, VAC-ALL, BOOKMOBILES, ETC.)	\$ _____	EACH	X	.30	=	\$ _____
3.	DRY RUN	\$ _____	EACH	X	.05	=	\$ _____
4.	EXTRA LABOR PER ¼ HOUR	\$ _____	HOUR	X	.05	=	\$ _____
5.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL <u>THIRTY (30)</u> MINUTES AT PICK-UP SITE	\$ _____	HOUR	X	.05	=	\$ _____
6.	MILEAGE CHARGE OUT-OF-COUNTY	\$ _____	MILE	X	.15	=	\$ _____
7.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ _____	EACH	X	.20	=	\$ _____
TOTAL FACTORED RATE – LOT #5							\$ _____

No Bid

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued ...

Firm Name: Kauff's of Palm Beach, Inc.

**BID RESPONSE
 BID #15-055R/ZG**

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TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #6 - DROP DECK TRAILER SERVICES WEST OF 20 MILE BEND – (EXCLUDING PALM TRAN)

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - FIRE RESCUE UNITS (PUMPERS, TANKERS, BRUSH TRUCKS, ETC.)	\$ _____	EACH	X	.20	=	\$ _____
2.	TOWING - OTHER COUNTY VEHICLES (MOBILE TAX OFFICES, CHANNEL 20 PRODUCTION TRUCKS, SPAY MOBILE, VAC-ALL, BOOKMOBILES, ETC.)	\$ _____	EACH	X	.30	=	\$ _____
3.	DRY RUN	\$ _____	EACH	X	.05	=	\$ _____
4.	EXTRA LABOR PER ¼ HOUR	\$ _____	HOUR	X	.05	=	\$ _____
5.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL THIRTY (30) MINUTES AT PICK-UP SITE	\$ _____	HOUR	X	.05	=	\$ _____
6.	MILEAGE CHARGE OUT-OF-COUNTY	\$ _____	MILE	X	.15	=	\$ _____
7.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ _____	EACH	X	.20	=	\$ _____
TOTAL FACTORED RATE – LOT #6:							\$ _____

No Bid

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued ...

Firm Name: Kauff's of Palm Beach, Inc.

**BID RESPONSE
BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #7 - TOWING & RECOVERY EAST OF 20 MILE BEND – (PALM TRAN ONLY)

SECTION #1 – COUNTY OWNED VEHICLES UP TO CLASS 3 WITH GVWR: UP TO 14,000 LBS.

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - COUNTY VEHICLES THAT HAVE A GROSS VEHICLE WEIGHT RATING (GVWR) OF 14,000 LBS. OR LESS	\$ <u>89.50</u>	EACH	X	.10	=	\$ <u>8.95</u>
2.	EMERGENCY ROAD SERVICE	\$ <u>30.00</u>	EACH	X	.07	=	\$ <u>2.10</u>
3.	RECOVERY (WINCHING)	\$ <u>30.00</u>	EACH	X	.05	=	\$ <u>1.50</u>
4.	DRY RUN	\$ <u>0.00</u>	EACH	X	.02	=	\$ <u>0.00</u>
5.	EXTRA LABOR PER ¼ HOUR	\$ <u>19.50</u>	HOUR	X	.01	=	\$ <u>0.20</u>
6.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL <u>THIRTY (30)</u> MINUTES AT PICK-UP SITE	\$ <u>14.50</u>	HOUR	X	.02	=	\$ <u>0.29</u>
7.	MILEAGE CHARGE OUT-OF-COUNTY	\$ <u>3.48</u>	MILE	X	.04	=	\$ <u>0.14</u>
8.	COST OF HAULING/TRANSPORTING OF 2ND VEHICLE ON SAME RUN	\$ <u>39.50</u>	EACH	X	.02	=	\$ <u>0.79</u>
9.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ <u>137.50</u>	EACH	X	.07	=	\$ <u>9.63</u>
TOTAL FACTORED RATE – SECTION #1:							\$ <u>23.59</u>

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

\$23.59

Continued ...

Firm Name: Kauff's of Palm Beach, Inc.

**BID RESPONSE
 BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #7 - TOWING & RECOVERY EAST OF 20 MILE BEND – (PALM TRAN ONLY)

SECTION #2 – COUNTY OWNED VEHICLES CLASS 4 THROUGH 7 WITH GVWR: 14,001 - 33,000 LBS.							
ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - COUNTY VEHICLES THAT HAVE A GROSS VEHICLE WEIGHT RATING (GVWR) OF 14,001 TO 33,000 LBS.	\$ 155.75	EACH	X	.10	=	\$ 15.58
2.	EMERGENCY ROAD SERVICE	\$ 34.50	EACH	X	.02	=	\$ 0.69
3.	RECOVERY (WINCHING)	\$ 34.50	EACH	X	.04	=	\$ 1.38
4.	DRY RUN	\$ 0.00	EACH	X	.02	=	\$ 0.00
5.	EXTRA LABOR PER ¼ HOUR	\$ 29.50	HOUR	X	.02	=	\$ 0.59
6.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL THIRTY (30) MINUTES AT PICK-UP SITE	\$ 29.50	HOUR	X	.02	=	\$ 0.59
7.	MILEAGE CHARGE OUT-OF-COUNTY	\$ 3.98	MILE	X	.02	=	\$ 0.08
8.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ 219.50	EACH	X	.06	=	\$ 13.17
TOTAL FACTORED RATE – SECTION #2:							\$ 32.07

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

\$32.07

Continued...

Firm Name: Kauff's of Palm Beach, Inc.

**BID RESPONSE
BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #7 - TOWING & RECOVERY EAST OF 20 MILE BEND -- (PALM TRAN ONLY)

SECTION #3 - COUNTY OWNED VEHICLES CLASS 8 AND ABOVE WITH GVWR: 33,001 - 80,000 LBS.

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - COUNTY VEHICLES THAT HAVE A GROSS VEHICLE WEIGHT RATING (GVWR) OF 33,001 TO 80,000 LBS.	\$ 219.50	EACH	X	.10	=	\$ 21.95
2.	EMERGENCY ROAD SERVICE	\$ 34.50	EACH	X	.01	=	\$ 0.35
3.	RECOVERY (WINCHING)	\$ 34.50	EACH	X	.02	=	\$ 0.69
4.	DRY RUN	\$ 0.00	EACH	X	.01	=	\$ 0.00
5.	EXTRA LABOR PER ¼ HOUR	\$ 39.50	HOUR	X	.01	=	\$ 0.40
6.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL THIRTY (30) MINUTES AT PICK-UP SITE	\$ 39.50	HOUR	X	.01	=	\$ 0.40
7.	MILEAGE CHARGE OUT-OF-COUNTY	\$ 3.98	EACH	X	.06	=	\$ 0.24
8.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ 219.50	EACH	X	.08	=	\$ 17.56
TOTAL FACTORED RATE - SECTION #3:							\$ 41.59

TOTAL FACTORED RATE LOT #7 - SECTIONS 1+2+3 \$ 97.25

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

\$ 97.²⁷

Firm Name: Kauff's of Palm Beach, Inc.

**BID RESPONSE
BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #8 - TILT DECK TRAILER SERVICE EAST OF 20 MILE BEND - (PALM TRAN ONLY)

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - PALM TRAN LOW FLOOR 29, 35 OR 40 FT BUSES	\$ 213.50	EACH	X	.50	=	\$ 106.75
2.	DRY RUN	\$ 0.00	EACH	X	.05	=	\$ 0.00
3.	EXTRA LABOR PER ¼ HOUR	\$ 39.50	HOUR	X	.05	=	\$ 1.98
4.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL THIRTY (30) MINUTES AT PICK-UP SITE	\$ 39.50	HOUR	X	.05	=	\$ 1.98
5.	MILEAGE CHARGE OUT-OF-COUNTY	\$ 3.98	EACH	X	.15	=	\$ 0.60
6.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ 273.50	EACH	X	.20	=	\$ 54.70
TOTAL FACTORED RATE - LOT #8:							\$ 166.00

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

\$166⁰⁰

Continued...

Firm Name: Kauff's of Palm Beach, Inc.

**BID RESPONSE
BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #9 - DROP DECK TRAILER SERVICE EAST OF 20 MILE BEND - (PALM TRAN ONLY)

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - PALM TRAN LOW FLOOR 29, 35 OR 40 FT BUSES	\$ 219.50	EACH	X	.50	=	\$ 109.75
2.	DRY RUN	\$ 0.00	EACH	X	.05	=	\$ 0.00
3.	EXTRA LABOR PER ¼ HOUR	\$ 39.50	HOUR	X	.05	=	\$ 1.98
4.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL <u>THIRTY (30)</u> MINUTES AT PICK-UP SITE	\$ 39.50	HOUR	X	.05	=	\$ 1.98
5.	MILEAGE CHARGE OUT-OF-COUNTY	\$ 3.98	EACH	X	.15	=	\$ 0.60
6.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ 273.50	EACH	X	.20	=	\$ 54.70
TOTAL FACTORED RATE - LOT #9:							\$ 169.00

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

\$169⁰⁰

Continued...

Firm Name: Kauff's of Palm Beach, Inc.

**BID RESPONSE
 BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #10 - TOWING & RECOVERY WEST OF 20 MILE BEND – (PALM TRAN ONLY)

SECTION #1 – COUNTY OWNED VEHICLES UP TO CLASS 3 WITH GVWR: UP TO 14,000 LBS.							
ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - COUNTY VEHICLES THAT HAVE A GROSS VEHICLE WEIGHT RATING (GVWR) OF 14,000 LBS. OR LESS	\$ _____	EACH	X	.12	=	\$ _____
2.	EMERGENCY ROAD SERVICE	\$ _____	EACH	X	.03	=	\$ _____
3.	RECOVERY (WINCHING)	\$ _____	EACH	X	.05	=	\$ _____
4.	DRY RUN	\$ _____	EACH	X	.02	=	\$ _____
5.	EXTRA LABOR PER ¼ HOUR	\$ _____	HOUR	X	.01	=	\$ _____
6.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL THIRTY (30) MINUTES AT PICK-UP SITE	\$ _____	HOUR	X	.01	=	\$ _____
7.	MILEAGE CHARGE OUT-OF-COUNTY	\$ _____	MILE	X	.05	=	\$ _____
8.	COST OF HAULING/TRANSPORTING OF 2ND VEHICLE ON SAME RUN	\$ _____	EACH	X	.04	=	\$ _____
9.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ _____	EACH	X	.10	=	\$ _____
TOTAL FACTORED RATE – SECTION #1:							\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued ...

Firm Name: Kauff's of Palm Beach, Inc.

**BID RESPONSE
BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #10 - TOWING & RECOVERY WEST OF 20 MILE BEND - (PALM TRAN ONLY)

SECTION #2 - COUNTY OWNED VEHICLES CLASS 4 THROUGH 7 WITH GVWR: 14,001 - 33,000 LBS.

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - COUNTY VEHICLES THAT HAVE A GROSS VEHICLE WEIGHT RATING (GVWR) OF 14,001 TO 33,000 LBS.	\$ _____	EACH	X	.11	=	\$ _____
2.	EMERGENCY ROAD SERVICE	\$ _____	EACH	X	.02	=	\$ _____
3.	RECOVERY (WINCHING)	\$ _____	EACH	X	.04	=	\$ _____
4.	DRY RUN	\$ _____	EACH	X	.01	=	\$ _____
5.	EXTRA LABOR PER ¼ HOUR	\$ _____	HOUR	X	.01	=	\$ _____
6.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL <u>THIRTY (30)</u> MINUTES AT PICK-UP SITE	\$ _____	HOUR	X	.01	=	\$ _____
7.	MILEAGE CHARGE OUT-OF-COUNTY	\$ _____	MILE	X	.04	=	\$ _____
8.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ _____	EACH	X	.06	=	\$ _____
TOTAL FACTORED RATE - SECTION #2:							\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued ...

Firm Name: Kauff's of Palm Beach, Inc.

**BID RESPONSE
 BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #10 - TOWING & RECOVERY WEST OF 20 MILE BEND - (PALM TRAN ONLY)

SECTION #3 - COUNTY OWNED VEHICLES CLASS 8 AND ABOVE WITH GVWR: 33,001 - 80,000 LBS.

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - COUNTY VEHICLES THAT HAVE A GROSS VEHICLE WEIGHT RATING (GVWR) OF 33,001 TO 80,000 LBS.	\$ _____	EACH	X	.10	=	\$ _____
2.	EMERGENCY ROAD SERVICE	\$ _____	EACH	X	.01	=	\$ _____
3.	RECOVERY (WINCHING)	\$ _____	EACH	X	.03	=	\$ _____
4.	DRY RUN	\$ _____	EACH	X	.01	=	\$ _____
5.	EXTRA LABOR PER ¼ HOUR	\$ _____	HOUR	X	.01	=	\$ _____
6.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL THIRTY (30) MINUTES AT PICK-UP SITE	\$ _____	HOUR	X	.01	=	\$ _____
7.	MILEAGE CHARGE OUT-OF-COUNTY	\$ _____	MILE	X	.05	=	\$ _____
8.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ _____	EACH	X	.08	=	\$ _____
TOTAL FACTORED RATE - SECTION #3:							\$ _____

TOTAL FACTORED RATE LOT #10 - SECTIONS 1+2+3	\$ _____
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All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued ...

Firm Name: Kauff's of Palm Beach, Inc.

**BID RESPONSE
BID #15-055R/ZG**

TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #11 - TILT DECK TRAILER SERVICES WEST OF 20 MILE BEND – (PALM TRAN ONLY)

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - PALM TRAN LOW FLOOR 29, 35 OR 40 FT BUSES	\$ _____	EACH	X	.50	=	\$ _____
2.	DRY RUN	\$ _____	EACH	X	.05	=	\$ _____
3.	EXTRA LABOR PER ¼ HOUR	\$ _____	HOUR	X	.05	=	\$ _____
4.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL <u>THIRTY (30)</u> MINUTES AT PICK-UP SITE	\$ _____	HOUR	X	.05	=	\$ _____
5.	MILEAGE CHARGE OUT-OF-COUNTY	\$ _____	MILE	X	.15	=	\$ _____
6.	FLAT RATE CHARGE FOR TOWING EAST TO WEST OR WEST TO EAST OF 20 MILE BEND. NO ADDITIONAL TOWING FEE SHALL BE ALLOWED WHEN USING THIS ITEM	\$ _____	EACH	X	.20	=	\$ _____
TOTAL FACTORED RATE – LOT #11:							\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued ...

Firm Name: Kauff's of Palm Beach, Inc.

**BID RESPONSE
BID #15-055R/ZG**

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TOWING AND RECOVERY OF COUNTY VEHICLES, TERM CONTRACT (REBID)

LOT #12 - DROP DECK TRAILER SERVICES WEST OF 20 MILE BEND - (PALM TRAN ONLY)

ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	X	WEIGHT FACTOR		FACTORED RATE
1.	TOWING - PALM TRAN LOW FLOOR 29, 35 OR 40 FT BUSES	\$ _____	EACH	X	.50	=	\$ _____
2.	DRY RUN	\$ _____	EACH	X	.05	=	\$ _____
3.	EXTRA LABOR PER ¼ HOUR	No Bid		HOUR	X	.05	= \$ _____
4.	WAITING TIME PER ¼ HOUR: CHARGE AFTER INITIAL THIRTY (30) MINUTES AT PICK-UP SITE			HOUR	X	.05	= \$ _____
5.	MILEAGE CHARGE OUT-OF-COUNTY	\$ _____	MILE	X	.15	=	\$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued ...

Firm Name: Kauff's of Palm Beach, Inc.

BID #15-055R/ZGPalm Beach County Board of County Commissioners
TRANSPORTATION DEPARTMENT**ATTACHMENT "A"**
SPECIAL CONTRACT PROVISIONS

By signing below I confirm that I have read and understand PART A GENERAL CONDITIONS – APPLICABLE TO THIS SOLICITATION and, PART B ADDITIONAL REQUIREMENTS – CONDITIONAL. FAILURE TO DO SO SHALL RENDER YOUR RESPONSE NON-RESPONSIVE.

COMPANY NAME: Kauff's of Palm Beach, Inc.ADDRESS: 4701 East AvenueCITY/ STATE/ ZIP CODE: West Palm Beach, FL 33407SIGNATURE: TYPE NAME: Francis Geoffrey RussellDATE: Sept 15th 2015

CONTRACTOR SHALL FULLY COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION, INCLUDING THE EXHIBITS. IF APPLICABLE, THE FOLLOWING EXHIBITS AND ATTACHMENTS SHALL BE SIGNED AND RETURNED WITH OFFER. FAILURE TO DO SO SHALL RENDER YOUR RESPONSE NON-RESPONSIVE.

EXHIBIT 1BUY AMERICA CERTIFICATION—ONLY APPLICABLE IF CONTRACT IS IN EXCESS OF \$100,000**EXHIBIT 2**RESTRICTIONS ON LOBBYING CERTIFICATION—ONLY APPLICABLE IF CONTRACT IS IN EXCESS OF \$100,000**EXHIBIT 3**DRUG & ALCOHOL TESTING PROGRAM COMPLIANCE CERTIFICATION—APPLICABLE FOR ALL SERVICE CONTRACTS REGARDLESS OF VALUE

EXHIBIT 1
BUY AMERICA CERTIFICATION**FOR PROCUREMENTS OF STEEL, IRON, AND MANUFACTURED PRODUCTS (INCLUDING
ROLLING STOCK) OVER \$100,000**

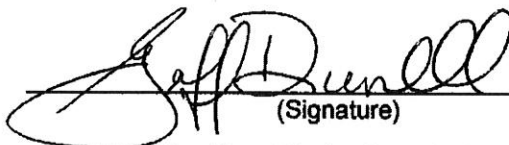
If this contract or purchase order is valued in excess of \$100,000 and involves the procurement of steel, iron, or manufactured products, the bidder or offeror hereby certifies that it:

- ☒ Will meet the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR part 661.5.
- ☐ Cannot meet the requirements of 49 USC 5323(j)(1) and 49 CFR part 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

If this contract or purchase order is valued in excess of \$100,000 and involves the procurement of buses, other rolling stock, and associated equipment, the bidder or offeror certifies that it:

- ☒ Will comply with the requirements of 49 USC 5323(j)(2)(C) and the regulations at 49 CFR part 661.11.
- ☐ Cannot comply with the requirements of 49 USC 5323(j)(2)(C) and 49 CFR 661.11, but may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Sept 15th, 2015
(Date)


(Signature)

Kauff's of Palm Beach, Inc.

(Company)

President

(Title)

Note: This Buy America certification must be submitted to Palm Beach County with all bids or offers on FTA-funded contracts involving construction or the acquisition of goods or rolling stock, except those subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds.

EXHIBIT 2
RESTRICTIONS ON LOBBYING CERTIFICATION

**FOR ALL PROCUREMENTS OVER \$100,000 INVOLVING
CONSTRUCTION/ARCHITECTURAL AND ENGINEERING/ACQUISITION OF ROLLING
STOCK/PROFESSIONAL SERVICE CONTRACTS/OPERATIONAL SERVICE CONTRACTS/
TURNKEY CONTRACTS**

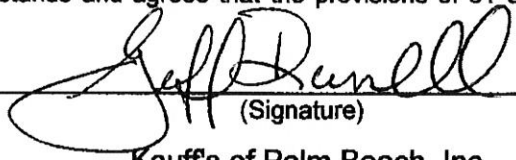
The undersigned certifies, to the best of his or her knowledge and belief, that:

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 of any 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.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph 2 herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 USC 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) that all subrecipients shall certify and disclose accordingly.

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 31 USC §1352 (as amended by the Lobbying Disclosure Act of 1995). 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 undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 USC A3801, et seq., apply to this certification and disclosure, if any.

Sept 15th, 2015
(Date)


(Signature)

Kauff's of Palm Beach, Inc.
(Company)

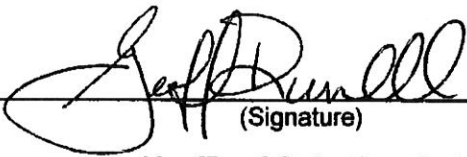
President
(Title)

Note: This certification must accompany each bid or offer exceeding \$100,000. Pursuant to 31 USC §3801(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

EXHIBIT 3**DRUG & ALCOHOL TESTING PROGRAM COMPLIANCE CERTIFICATION****FOR TRANSIT OPERATIONAL SERVICE CONTRACTS**

The undersigned certifies that the contractor, and its subcontractors as required, has established and implemented an anti-drug and alcohol prevention program in accordance with 49 CFR Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations."

Sept 15th, 2015
(Date)


(Signature)

Kauff's of Palm Beach, Inc.
(Company)

President
(Title)

ATTACHMENT "B" **RECORD OF ANNUAL INSPECTION** (49 CFR, 396.17-23)

Prepare Separate Report for Each Vehicle Inspected

DATE

D5863102

COMPANY NAME			VEHICLE TYPE ☐ TRUCK ☐ TRACTOR ☐ TRAILER ☐ CONVERTER ☐ DOLLY		
STREET ADDRESS			VEHICLE MAKE MODEL YEAR		
CITY	STATE	ZIP	VEHICLE IDENTIFICATION (Company No., State Tag No. or VIN)		
INSPECTOR'S NAME (Please Print)			EMPLOYEE NO.		

REPORT OF CONDITION (For Detailed Information on Inspection Procedures see FMCSR Section 396, Appendix G)

	OK	REPAIR		OK	REPAIR		OK	REPAIR		OK	REPAIR
Adjustment			Leaks			Adjustment			Wheels		
Mechan. Connec.			Placement			Column/Gear					
Drum/Rotor						Axle					
Hose/Tube			Headlights			Linkage					
Uring			Tail/Stop			Power Steering			Tread		
Low Air Warning			Clearance Marker			Other			Inflation		
Tractor Air Supply			Identification						Damage		
Compressor			Reflectors								
Parking Brakes			Other								
Other											
			Access			Sp			Fasteners		
Flap Wheel & Mount			Egt./Load Secure			Attach			Disc/Spoke		
Pin/Upper Plate			Tie Down			Sliders					
Pin/Low Hook/Eye			Header								
Safety Chain(s)			Other								

REMARKS

This vehicle has been inspected and repaired as needed to comply with 49 CFR Part 396, Appendix G.

DATE

DATE

APPLY LABEL TO A CLEAN, DRY SURFACE. USE WITH AN INK MARKER (221-SN) TO IMPROVE DURABILITY UNDER NORMAL WEATHER CONDITIONS.

AN INDELIBLE INK MARKER IS RECOMMENDED FOR USE WHEN FILLING OUT THE LABEL. INDELIBLE INK IS PERMANENT AND WILL NOT WASH OFF, BUT MAY FADE DUE TO EXPOSURE TO ULTRAVIOLET LIGHT OVER TIME. CAREFUL DISCRETION IS ADVISED REGARDING APPLICATION OF LABEL TO AN AREA NOT EXPOSED TO EXCESSIVE ULTRAVIOLET LIGHT AND/OR ELEMENTS AND IT IS RECOMMENDED THAT THE READABILITY OF THE LABEL BE CHECKED PERIODICALLY.

401-FC-02 3130
(Rev. 8/08)

FEDERAL ANNUAL INSPECTION

THIS VEHICLE HAS PASSED AN ANNUAL INSPECTION
CONDUCTED IN ACCORDANCE WITH 49 CFR, PART 396, FMCSR

MONTH YEAR

D5863102

VEHICLE ID (Company No.)

STATE/TAG NO. OR VIN

LOCATION OF RECORDS:

Company

Street Address

City, State, Zip

**QUALIFICATIONS OF BIDDERS
REFERENCES FOR SOLICITATION #15-055R/ZG**

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

REFERENCE NAME:	Florida Turnpike Enterprises
ADDRESS:	P.O. Box 9828, Ft. Lauderdale, FL 33310
CONTACT NAME:	Mike Washburn
CONTACT INFORMATION:	PHONE: 954-934-1603 CELL PHONE: 954-809-1610 FAX: 954-934-1351 EMAIL: Michael.Washburn@dot.state.fl.us
SCOPE OF WORK:	Service Provider for Rapid Incident Scene Clearance (RISC)
CONTRACT DATES:	09/2004 to Present

REFERENCE NAME:	FDOT District 4 TIM Team
ADDRESS:	2300 West Commercial Blvd., Ft. Lauderdale, FL 33309
CONTACT NAME:	Michael McGee
CONTACT INFORMATION:	PHONE: 954-847-2634 CELL PHONE: 754-224-8610 FAX: 954-847-2683 EMAIL: mmcgee@smartsunguide.com
SCOPE OF WORK:	Active member of the TIM team for Palm Beach County Service Provide for Rapid Incident Scene Clearance (RISC)
CONTRACT DATES:	Planning Member in 2009 to Present

REFERENCE NAME:	Florida Highway Patrol
ADDRESS:	P.O. Box 540007, Green Acres, FL 33454
CONTACT NAME:	In Transition
CONTACT INFORMATION:	PHONE: 561-357-4040 CELL PHONE: In Transition FAX: 561-367-4090 EMAIL: In Transition
SCOPE OF WORK:	Services for towing and recovery for vehicle involved in crashes, impounded or held for investigative purposes; Supply towing and recovery services for FHP fleet vehicles
CONTRACT DATES:	1999 to Present

**QUALIFICATIONS OF BIDDERS
REFERENCES FOR SOLICITATION #15-055R/ZG**

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

REFERENCE NAME:	Palm Beach County Sheriff's Office
ADDRESS:	3228 Gun Club Road, West Palm Beach, FL 33406
CONTACT NAME:	Robert Oregero
CONTACT INFORMATION:	PHONE: 561-681-4532 CELL PHONE: Unknown FAX: 561-681-4562 EMAIL: oregeror@pbcso.org
SCOPE OF WORK:	Towing and recovery services for vehicles involved in crashes, impounded or held for investigative purposes
CONTRACT DATES:	1980 to Present

REFERENCE NAME:	City of West Palm Beach
ADDRESS:	1045 Charlotte Avenue, West Palm Beach, FL 33402
CONTACT NAME:	Josephine Grosch
CONTACT INFORMATION:	PHONE: 561-822-2120 CELL PHONE: Unknown FAX: 561-822-2143 EMAIL: jgrosch@wpb.org
SCOPE OF WORK:	Towing and recovery services for West Palm Beach Police Department and for all city fleet vehicles
CONTRACT DATES:	1980 to Present

REFERENCE NAME:	Palm Beach Gardens Police Department
ADDRESS:	10500 N. Military Trail, Palm Beach Gardens, FL 33410
CONTACT NAME:	Ron Ferris
CONTACT INFORMATION:	PHONE: 561-622-2111 CELL PHONE: Unknown FAX: 561-799-4589 EMAIL: rferris@pbgfl.com
SCOPE OF WORK:	Towing and recovery services for vehicles involved in crashes, impounded or held for investigative purposes; towing and recovery services for city fleet vehicles
CONTRACT DATES:	1997 to Present

**QUALIFICATIONS OF BIDDERS
REFERENCES FOR SOLICITATION #15-055R/ZG**

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

REFERENCE NAME:	City of Riviera Beach Police Department		
ADDRESS:	600 W. Blue Heron Blvd., Riviera Beach, FL 33404		
CONTACT NAME:	Major Alexander Freeman		
CONTACT INFORMATION:	PHONE: 561-845-4123	CELL PHONE: Unknown	
	FAX: 561-848-0779	EMAIL: afreeman@rivierabch.com	
SCOPE OF WORK:	Towing and recovery services for vehicles involved in crashes, impounded or held for investigative purposes		
CONTRACT DATES:	2000 to Present		

REFERENCE NAME:	Town of Palm Beach		
ADDRESS:	345 S. County Road, Palm Beach, FL 33480		
CONTACT NAME:	Kirk Blouin		
CONTACT INFORMATION:	PHONE: 561-838-5454	CELL PHONE: Unknown	
	FAX: 561-835-4736	EMAIL: kblouin@palmbeachpolice.com	
SCOPE OF WORK:	Towing and recovery services for vehicles involved in crashes, impounded or held for investigative purposes		
CONTRACT DATES:	2002 to Present		

REFERENCE NAME:	North Palm Beach Police Department		
ADDRESS:	560 U.S. Highway 1, North Palm Beach, FL 33408		
CONTACT NAME:	Capt. Robert Furey		
CONTACT INFORMATION:	PHONE: 561-848-2525	CELL PHONE: Unknown	
	FAX: 561-799-4220	EMAIL: bfurey@village-npb.org	
SCOPE OF WORK:	Towing and recovery services for vehicles involved in crashes, impounded or held for investigative purposes		
CONTRACT DATES:	2002 to Present		

**QUALIFICATIONS OF BIDDERS
REFERENCES FOR SOLICITATION #15-055R/ZG**

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

REFERENCE NAME:	Florida Power & Light
ADDRESS:	700 Universe Blvd., Juno Beach, FL 33408
CONTACT NAME:	Paul Alter
CONTACT INFORMATION:	PHONE: 561-691-7753 CELL PHONE: Unknown FAX: 561-694-4484 EMAIL: paul.alter@fpl.com
SCOPE OF WORK:	Towing recovery and road services for all fleet vehicle and equipment in all Florida Power & Light service areas in the state of Florida
CONTRACT DATES:	2007 to Present

REFERENCE NAME:	FEDEX
ADDRESS:	5850 Premier Park Road, West Palm Beach, FL 33410
CONTACT NAME:	Brad Wismer
CONTACT INFORMATION:	PHONE: 561-684-7629 CELL PHONE: Unknown FAX: 901-492-8184 EMAIL: 2241726@fedex.com
SCOPE OF WORK:	Services for towing and recovery for all fleet vehicles
CONTRACT DATES:	2000 to Present

REFERENCE NAME:	Walmart Distribution Center
ADDRESS:	4005 S Jenkins Road, Ft. Pierce, FL 34981
CONTACT NAME:	Joe Lopez
CONTACT INFORMATION:	PHONE: 772-467-4584 CELL PHONE: Unknown FAX: 772-467-4611 EMAIL: joe.lopez@walmart.com
SCOPE OF WORK:	Services for towing, recovery and road service for all fleet vehicles in central and south Florida
CONTRACT DATES:	2003 to Present

CERTIFICATION OF BUSINESS LOCATION
BID #15-055R/ZG

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) bidders having a permanent place of business in Palm Beach County ("County") or (2) bidders having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, bidders must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder to provide the goods/services being solicited by the County, and will be used to verify that the bidder had a permanent place of business prior to the issuance of the solicitation. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a local preference.

In instances where the bidder is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders for additional information related to this requirement after the bid/quote due date.

I. Bidder is a:

XX

Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

XX

Headquarters located in Palm Beach County
 Permanent office or other site located in Palm Beach County
 from which a vendor will produce a substantial portion of the
 goods or services.

_____ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

Headquarters located in the Glades
 Permanent office or other site located in the Glades from which a
 vendor will produce a substantial portion of the goods or services.

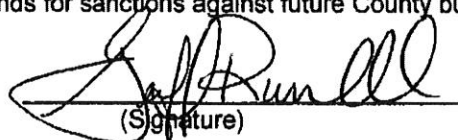
II. The attached copy of proposer's County Business Tax Receipt verifies bidder's permanent place of business.

THIS CERTIFICATION is submitted by Francis Geoffrey Russell, as
 (Name of Individual)

President
 (Title/Position)

of Kauff's of Palm Beach, Inc.
 (Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder.


 (Signature)

Sept 15th 2015
 (Date)

DRUG-FREE WORKPLACE CERTIFICATION
BID #15-055R/ZG

IDENTICAL TIE BIDS/PROPOSALS - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before the published bid submission time to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County 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 a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) 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 Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by Francis Geoffrey Russell the
 (Individual's Name)

President of Kauff's of Palm Beach, 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.


 Signature

Sept 15th 2015
 Date

NON-DISCRIMINATION POLICY
BID #15-055R/ZG

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All bidders doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event a bidder does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy, such bidder shall be required to check the applicable statement and sign below affirming it will conform to Palm Beach County's policy.

Check one:

- ☐ Bidder hereby acknowledges that it **does not** have a written non-discrimination policy or one that conforms to Palm Beach County's policy and Bidder hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

OR

- ☒ Bidder hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

OR

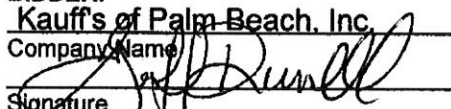
- ☐ Bidder hereby attaches its non-discrimination policy which does not conform to the policy of Palm Beach County; however, Bidder hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County's Resolution R-2014-1421, as may be amended.

NOTE:

Bidder's failure to either: (i) have a written or non-written non-discrimination policy in conformance with Palm Beach County's policy set forth above; **or** (ii) provide Palm Beach County with the information set forth above, will render bidder non-responsive.

Bidder shall notify Palm Beach County in the event it no longer maintains a written or non-written non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

BIDDER:

Kauff's of Palm Beach, Inc.
 Company Name

 Signature
Francis Geoffrey Russell
 Name (type or print)
President
 Title

AWARD RECOMMENDATION
BID RE-CAP SHEET

BID #15-055R/ZG	TITLE: TOWING & RECOVERY OF COUNTY VEHICLES, TERM CONTRACT, RE-BID
BUYER: ZULMA GASCA	

ACTION	INITIALS	DATE	ACTION	INITIALS	DATE
BID OPENED	PR - CC	09/17/15	AWARD POSTED ON WEBSITE	<i>RJF</i>	10/1/15
POSTING APPROVED	<i>Smith</i>	10/1/15	AWARD REMOVED FROM WEBSITE	<i>RP</i>	10.9.15
COPY TO BUYER ASSISTANT FOR POSTING ON INTERNET	<i>RJF</i>	10/1/15	COPY TO OSBA AND DEPARTMENT	<i>RP</i>	10.9.15

KEY(S) FOR RECOMMENDATION: (PLEASE NOTE YOUR RECOMMENDATION BELOW)	PREFERENCE CODES:
(1) RECOMMENDED AWARD - LOWEST RESPONSIVE AND RESPONSIBLE BIDDER MEETING SPECIFICATIONS	"GLP" = GLADES LOCAL PREFERENCE (5%) See term 3.d of the referenced bid
(2) NO AWARD, RESPONSIVE AND RESPONSIBLE, BUT NOT LOWEST BIDDER MEETING SPECIFICATIONS	"LP" = LOCAL PREFERENCE (5%) See term 3.d of the referenced bid
(3) NO AWARD, NOT RESPONSIVE AND / OR RESPONSIBLE TO BID	"SBE" = SBE RANKING (10%)
(4) NOT TECHNICALLY EVALUATED / IN EXCESS OF DEPARTMENT'S FUNDING LIMITS	"NO LP" = MARTIN CO. - NO "LP" APPLIED

LOT #1 - TOWING & RECOVERY EAST OF 20 MILE BEND - (EXCLUDING PALM TRAN)
STEP 1

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
SISTERS TOWING & TRANSPORTATION, INC	\$68.55	LP	SISTERS TOWING & TRANSPORTATION, INC	\$68.55	LP	(1)
KAUFF'S OF PALM BEACH, INC	\$91.09	LP	KAUFF'S OF PALM BEACH, INC	\$91.09	LP	(2)
WESTWAY TOWING, INC	\$100.77	LP	WESTWAY TOWING, INC	\$100.77	LP	(3)

LOT #2 - TILT RAMP TRAILER SERVICE EAST OF 20 MILE BEND - (EXCLUDING PALM TRAN)
STEP 1

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
SISTERS TOWING & TRANSPORTATION, INC	\$117.90	LP	SISTERS TOWING & TRANSPORTATION, INC	\$117.90	LP	(1)
KAUFF'S OF PALM BEACH, INC	\$150.01	LP	KAUFF'S OF PALM BEACH, INC	\$150.01	LP	(2)
WESTWAY TOWING, INC	\$163.30	LP	WESTWAY TOWING, INC	\$163.30	LP	(3)

10/1/15 - 10/8/15

Posting Period

PUR '15 OCT 9 AM 8:31
PUR '15 OCT 1 PM 12:54¹⁰⁴

LOT #3 – DROP DECK TRAILER SERVICE EAST OF 20 MILE BEND – (EXCLUDING PALM TRAN)
STEP 1 **STEP 2**

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
SISTERS TOWING & TRANSPORTATION, INC	\$109.90	LP	SISTERS TOWING & TRANSPORTATION, INC	\$109.90	LP	(1)
KAUFF'S OF PALM BEACH, INC	\$155.51	LP	KAUFF'S OF PALM BEACH, INC	\$155.51	LP	(2)
WESTWAY TOWING, INC	\$163.30	LP	WESTWAY TOWING, INC	\$163.30	LP	(3)

LOT #4 – TOWING & RECOVERY WEST OF 20 MILE BEND – (EXCLUDING PALM TRAN)
STEP 1 **STEP 2**

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
DONALD MOSS CORP DBA MOSS TOWING	\$162.30	GLP	DONALD MOSS CORP DBA MOSS TOWING	\$162.30	GLP	(3)

LOT #5 – TILT RAMP TRAILER SERVICE WEST OF 20 MILE BEND – (EXCLUDING PALM TRAN)
STEP 1 **STEP 2**

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
DONALD MOSS CORP DBA MOSS TOWING	\$235.98	GLP	DONALD MOSS CORP DBA MOSS TOWING	\$235.98	GLP	(1)

LOT #6 – DROP DECK TRAILER SERVICES WEST OF 20 MILE BEND – (EXCLUDING PALM TRAN)
STEP 1 **STEP 2**

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
DONALD MOSS CORP DBA MOSS TOWING	\$235.98	GLP	DONALD MOSS CORP DBA MOSS TOWING	\$235.98	GLP	(1)

LOT #7 – TOWING & RECOVERY EAST OF 20 MILE BEND – (PALM TRAN ONLY)**STEP 1**

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
KAUFF'S OF PALM BEACH, INC	\$97.27	LP	KAUFF'S OF PALM BEACH, INC	\$97.27	LP	(1)
SISTERS TOWING & TRANSPORTATION, INC	SEE REMARKS	LP	SISTERS TOWING & TRANSPORTATION, INC	SEE REMARKS	LP	(3)
WESTWAY TOWING, INC	\$100.77	LP	WESTWAY TOWING, INC	\$100.77	LP	(3)

LOT #8 – TILT RAMP TRAILER SERVICE EAST OF 20 MILE BEND – (PALM TRAN ONLY)**STEP 1**

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
KAUFF'S OF PALM BEACH, INC	\$166.01	LP	KAUFF'S OF PALM BEACH, INC	\$166.01	LP	(1)
WESTWAY TOWING, INC	\$168.55	LP	WESTWAY TOWING, INC	\$168.55	LP	(3)

LOT #9 – DROP DECK TRAILER SERVICE EAST OF 20 MILE BEND – (PALM TRAN ONLY)**STEP 1**

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
KAUFF'S OF PALM BEACH, INC	\$169.01	LP	KAUFF'S OF PALM BEACH, INC	\$169.01	LP	(1)
WESTWAY TOWING, INC	\$168.55	LP	WESTWAY TOWING, INC	\$168.55	LP	(3)

LOT #10 – TOWING & RECOVERY WEST OF 20 MILE BEND – (PALM TRAN ONLY)**STEP 1**

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
DONALD MOSS CORP DBA MOSS TOWING	\$162.30	GLP	DONALD MOSS CORP DBA MOSS TOWING	\$162.30	GLP	(3)

LOT #11 – TILT RAMP TRAILER SERVICE WEST OF 20 MILE BEND – (PALM TRAN ONLY)**STEP 1**

STEP 1			STEP 2			
LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
DONALD MOSS CORP DBA MOSS TOWING	\$235.98	GLP	DONALD MOSS CORP DBA MOSS TOWING	\$235.98	GLP	(1)

LOT #12 – DROP DECK TRAILER SERVICE WEST OF 20 MILE BEND – (PALM TRAN ONLY)**STEP 1**

STEP 1			STEP 2			
LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
DONALD MOSS CORP DBA MOSS TOWING	\$235.98	GLP	DONALD MOSS CORP DBA MOSS TOWING	\$235.98	GLP	(1)

NOTE: FOR CALCULATING GLP, LP AND SBE PREFERENCES SEE WEBSITE FOR DETAILS.

REMARKS:

WESTWAY TOWING, INC – NON-RESPONSIVE TO LOTS #1, #2, #3, #7, #8 & #9, DID NOT SUBMIT SIGNATURE PAGE.

SISTERS TOWING & TRANSPORTATION, INC – NON-RESPONSIVE TO LOT #7, DID NOT SUBMIT BID FOR SECTION #3.

DONALD MOSS CORP DBA MOSS TOWING – NON-RESPONSIVE TO LOTS #4 & #10, DID NOT MEET THE NUMBER OF VEHICLES REQUIRED FOR CLASSES "A" and "C".

LOTS #4 & #10 NOT AWARDED WILL BE RE-SOLICITED.

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TO: Town Council

FROM: Jim Fleischmann, Town Planning Consultant

RE: Staff Report - The following applications related to a 2.62 acre property located on Southern Boulevard, approximately 0.2 miles west of "D" Road:

(1) **REZ 20-2003: Rezoning** of the property from Commercial General (Palm Beach County zoning) to Commercial Low (Town zoning);

(2) **ULDC 20-0501: ULDC Text Amendments:** Article 10 *Definitions* - Addition of the term Limited Access Self-Storage Facility; Section 25-015 Permitted Uses to revise the Warehouse, Self-Storage use; and Article 80 Conditional Uses - Addition of Section 80-075 *Self Storage Facility Conditional Use*;

(3) **SE 20-2002: Special Exception Approval** of a Limited Access Self-Storage Conditional Use on the property; and

(4) **SP 20-2006: Site Plan Approval** of a Self-Storage use on the acre property.

DATE: April 4, 2021

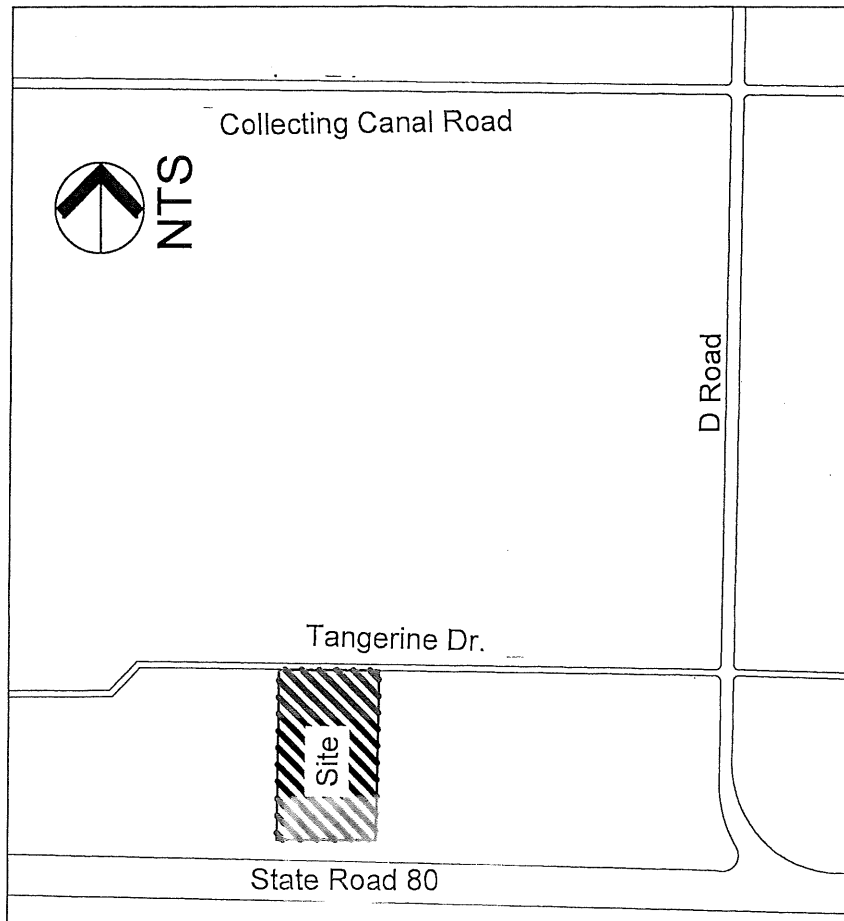
I. GENERAL INFORMATION

Lockhart Management Group, Inc., Contract Purchaser of 2.62 acres on Southern Boulevard consisting of three parcels of record (**REF: Subject Site – ATTACHMENT 1**) has filed multiple applications related to approval of a self-storage facility. Bradley Miller of Urban Design Studio is the Agent for the applications.

II. DESCRIPTION OF APPLICATIONS:

- A. Rezoning: Subject Site was assigned a Commercial General (GC) zoning designation (i.e. a Palm Beach County zoning district) by the Town Council (i.e. Resolution 2008 – 002) prior to adoption of the ULDC. The current Town ULDC does not include the GC zoning district. Applicant has filed a petition to rezone Subject Site from Palm Beach County GC to Loxahatchee Groves CL.

ATTACHMENT 1 – Subject Site Location



- B. ULDC Text Amendments. “Warehouse, self-storage” is a Permitted Principal Use in the CL zoning district. However, the ULDC does not include a definition of the term limited access self-storage facility, nor does it contain specific location and site development criteria. To address these issues, Applicant has proposed to define the term “Limited Access Self-Storage Facility”, define the terms and conditions under which a facility can be approved, and the process for approval of a facility.
- C. Site Plan Approval: Pending approval of the ULDC Text Amendments, Applications (Special Exception for Conditional Use and Site Plan) for approval of a Limited Access Self-Storage Facility on Subject Site.

The Rezoning and ULDC Text Amendments require approval by ordinance (two readings), while a Special Exception and Site Plan are approved by resolution (one reading). As a result, First Reading of Ordinances 2021-01 (Rezoning) and 2021-02 (ULDC Text Amendments) will be heard on April 6, 2021. For informational purposes only, the proposed Site Plan will also be discussed.

Pending approval of Ordinances 2021.01 and 2021-02 on First Reading, all 3 items, including the proposed Site Plan, will be considered for final approval at a future Council meeting.

III. APPLICATION SUMMARIES

A. REZONING APPLICATION

Applicant proposes a rezoning from the existing Community Commercial (CC) to Commercial Low (CL) which will create consistency with the Town's ULDC and adjacent uses along the Southern Boulevard corridor.

The PZB, at its meeting on February 4, 2021 recommended approval of Rezoning Application REZ 20-2003.

Per ULDC Section 160.020, a rezoning application is to be reviewed in terms of several criteria. Staff concludes that Applicant has adequately addressed the rezoning criteria and recommends approval on First Reading of Ordinance 2021-01 (REF: ATTACHMENT 2).

B. ULDC TEXT AMENDMENT APPLICATION

Applicant has proposed the following ULDC text amendments to address limited access self-storage use in the Commercial Low (CL) zoning district. The amendments will more specifically define limited access self-storage use in

Loxahatchee Groves and establish location criteria and development standards.

- (1) Addition of a definition of Limited Access Self-Storage Facility to ULDC Section 10-015 *Definitions*;
- (2) Revision of ULDC Article 25 *Commercial Zoning Districts* Section 2-015 *Permitted Uses* in the CL District to permit a Limited Access Self-Storage Facility use subject to meeting the requirements of Section 80-075 and a Special Exception Approval.
- (3) Addition of Section 80-075 *Limited Access Self-Storage Facility* to ULDC Article 80 *Conditional Uses*.

Applicant presented ULDC Amendment Application ULDC 20-0501 at the January 21st PZB meeting. The Application was continued to consider proposed PZB revisions. Applicant presented a revised Application at the February 4, 2021 meeting at which time PZB recommended approval of Application ULDC 20-0501 subject to revisions (**REF: ATTACHMENT 3.1**).

Staff concludes that Applicant has provided adequate responses to the required review criteria in the Town's ULDC Text Amendment Application and recommends approval of proposed Ordinance 2021-02 subject to staff revisions to the PZB recommendation (**REF: ATTACHMENT 3.2**).

The PZB proposed language for Section 80-075, along with proposed staff revisions are included in Attachments 3.1 and 3.2.

Specific discussions are necessary for the following sections: Section 80-075 (B) (2); and 80-075 (C) (1) and (3) - (5).

Section 80-075 (B) (2), as proposed in both Attachments 3.1 and 3.2, requires a separation distance between Limited Access Self-Storage Facilities. A separation requirement is appropriate for this type of use which is often limited to areas zoned industrial. A limitation of one facility between each of the Town's Letter Roads is proposed by both PZB and Staff.

Section 80-075 (C) (1), as proposed, requires a Limited Access Self-Storage Facility to be a minimum of 2.5 acres in size. Rather than establishing a minimum parcel size, it is recommended that a maximum size should be established in order to control the intensity and location of the use.

Section 80-075 (C) (3), as proposed, allows a maximum building height of 35 feet from finished grade. However, the following definition of height in ULDC Article 10 *Definitions, Abbreviations and Construction of Terms* is contrary to the proposed standard:

“Height. For all buildings and structures, except as provided below, the vertical distance from the highest point of finished grade at the location of the building pad to the highest point of the roof surface for a flat roof, to the deck line for a mansard roof, to the mean height level between eaves and ridge for gable, hip and gambrel roofs, and to the highest point of any non-roofed structure, provided that any portion of the finished grade exceeding ten feet N.V.G.D. shall be included in the height calculation. Sign height is defined within Article 90, "Signs." For structures other than buildings and signs, height shall be the vertical distance from the finished grade below the structure to the highest point of the structure, provided that the height calculation of structures placed on berms shall include the height of the berm”.

Staff interprets the ULDC definition as directing the calculation of height to commence at 10 feet N.V.G.D (National Vertical Geodetic Datum). However, finished grade is initially referenced as a starting point for the measurement of height, and is a traditional reference elevation, Staff agrees with Applicant and PZB and recommends that height be measured commencing from finished grade.

Section 80-075 (C) (4), as recommended by PZB, limits plot coverage to a maximum of 30 percent of the gross site area. However, Section 20-035 (A) of the Town ULDC limits plot coverage in the CL District to 25 percent of the plot area. Staff recommends that plot coverage be based upon ULDC Section 80-075 (C) (4).

Section 80-075 (C) (5) establishes a methodology by which maximum allowed floor area is to be calculated. As proposed, Limited Access Self-Storage Facility floor area is determined by applying CL zoning district development standards to a specific parcel with the net result being the maximum permitted floor area. Critical standards in determining maximum floor area using this methodology include: parking, landscaping, setback, buffer, plot coverage; pervious area; and building height. Both PZB and Staff recommend this methodology; however staff recommends that plot coverage be limited to the ULDC maximum of 25% not the 30% recommended by PZB.

C. CONDITIONAL USE AND SITE PLAN APPROVAL APPLICATIONS

Applicant has also requested a Conditional Use and Site Plan approval for a Limited Access Self-Storage Facility at Subject Site. Category A Special Exception (i.e. Council approval) is the required approval process. However, the Conditional Use and Site Plan Approvals may only be formally considered for approval by the Council if Second Reading of Ordinance 2021-02 (i.e. ULDC Text Amendments) is approved.

Applicant presented Conditional Use and Site Plan Approval Application SP 20-2006 (**REF: ATTACHMENT 4**) at the February 4, 2021 meeting at which time PZB recommended approval based upon the application of the conditions and standards in the version (**REF: ATTACHMENT 3.1**) of ULDC Section 80-075 *Limited Access Self-Storage Facility* it has recommended.

A Staff Conditional Use and Site Plan Approval recommendation will be presented to Council if Second Reading of Ordinance 2021-02 (i.e. either Attachment 3.1, 3.2 or a revised version thereof) is approved.

ATTACHMENT 2

ORDINANCE NO. 2021-01 LOCKHART SELF-STORAGE REZONING

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ASSIGNING COMMERCIAL LOW (CL) ZONING MAP DESIGNATIONS ON THE TOWN OF LOXAHATCHEE GROVES ZONING MAP TO THE FOLLOWING THREE PARCELS OF LAND LOCATED AT 14711 SOUTHERN BOULEVARD, LOXAHATCHEE GROVES, FLORIDA 33470 COMPRISING 2.62 ACRES, MORE OR LESS BEING MORE FULLY DESCRIBED IN EXHIBIT "A" HERETO: THE 2.45 ACRES PARCEL OWNED BY SAMEERA AND MUEAN AYESH; THE 0.10 ACRE PARCEL OWNED BY TAHIA S. AND SAMEERA AYESH; AND THE 0.61 ACRE MORE OR LESS PARCEL OWNED BY TAHIA S. AND SAMEERA AYESH; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Petitioner, Mr. James Lockhart, Contract Purchaser, representing the Owners of the 2.62 acre, more or less, parcel of land (Subject Property) located at 14711 Southern Boulevard, Loxahatchee Groves, Florida 33470, has voluntarily petitioned, on behalf of the Owners, the Town of Loxahatchee Groves, Florida to assign a Town Zoning designations to Subject Property; and

WHEREAS, The existing Zoning designation assigned to Subject Property is Community Commercial (CC); and

WHEREAS, The Loxahatchee Groves Planning and Zoning Board (PZB) conducted a public meeting on February 4, 2021, as required by Town Ordinance 2011-011, to consider approval by the Town of REZ 20-2003; an application to revise the Zoning Map designation of Subject Property from Community Commercial to Commercial Low. At the public hearing, the PZB recommended approval of said proposed Zoning Map revision; and

WHEREAS, The Town Council of the Town of Loxahatchee Groves has determined that granting the request for the assignment of a Loxahatchee Groves Zoning designation of Commercial Low (CL) to Subject Property serves a valid public purpose.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Loxahatchee Groves as follows:

Section 1. Findings. The Town Council finds the above statements are true and correct and serve as the basis for consideration of this Ordinance.

Section 2. Zoning. The Zoning Map designation of Subject Property on the Town of Loxahatchee Groves Official Zoning Map shall be established as Commercial Low (CL).

Section 3. Directions to the Town Manager and Town Clerk. The Town Manager is hereby authorized and directed to forthwith cause the zoning designation of Subject Property, as described in Exhibits A and B, attached hereto, as set forth in Section 2 of this Ordinance, to be shown on the on the Town of Loxahatchee Groves Official Zoning Map.

Section 4. Repeal of Conflicting Ordinances. All ordinances, resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed to the extent of their conflict herewith.

Section 5. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 6. Effective Date. This Ordinance shall become effective as provided by law.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS ____ DAY OF _____, 2021.

Council Member _____ offered the foregoing ordinance.

Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
, MAYOR	☐	☐	☐
, VICE MAYOR	☐	☐	☐
, COUNCIL MEMBER	☐	☐	☐
, COUNCIL MEMBER	☐	☐	☐
, COUNCIL MEMBER	☐	☐	☐

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ____ DAY OF _____ 2021.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS ____ DAY OF _____ 2021.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

_____, Mayor

_____, Town Clerk

_____, Vice Mayor

_____, Council Member

APPROVED AS TO LEGAL FORM:

Town Attorney

_____, Council Member

_____, Council Member

EXHIBIT A

LEGAL DESCRIPTION AND LOCATION MAP

The following Legal Description is applicable to Ordinance 2021-01:

1. DESCRIPTION:

Parcel 1:

A parcel of land in Tract 8 and 9, Block I, Loxahatchee Groves, as recorded in Plat Book 12, Page 29, Public Records of Palm Beach County, Florida, said parcel including road easement and being more particularly described as follows:

From the intersection of the East line of Tract 8, Block "I", of said LOXAHATCHEE GROVES, with the Northerly Right-of-Way Line of State Road No. 80 (Southern Blvd), run thence Northerly along the line between Tract 8 and 9, of said Block "I", a distance of 150 Feet to the point of beginning, thence run Easterly a distance of 99.35 feet to a point, thence run Northerly a distance of 499.73 feet to the Centerline of said Private Road , thence run Westerly a distance of 99.35 feet to the East line of said Tract 8, Block "I", continue Westerly a distance of 138.51 feet to a point, thence run Southerly a distance 499.73 feet to a point, thence run Easterly a distance of 138.51 feet to the point of beginning.

Subject to easement for road purposes over the North 30 feet thereof.

Parcel 2:

Lots 8 and 9, Block I, LOXAHATCHEE GROVES, a Subdivision in Township 43 South, Range 41 East, according to the Plat thereof recorded in Plat Book 12, Page 29, of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Commencing on the East Line of Lot 8, Block "I" of Loxahatchee Groves, a Subdivision in Township 43 South, Range 41 East, according to the Plat thereof, recorded in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in plat Book 12, Page 29, at the intersection of said East line of Lot 8, Block "I", with the North right of way line of Florida State Road No. 80; thence from the intersection run Easterly along the North right of way line of Florida State Road No.80, a distance of 11.11 feet to a point, said point being the Southeast comer of the herein described tract , and which is the Point of Beginning; thence Northerly paralleling the East line of Lot 8, Block "I", a distance of 150 feet to a point, being the Northeast comer of the tract; thence Westerly, paralleling the North right of way line of Florida State

DESCRIPTION: (continued)

Road No. 80, 150 feet to a point, being the Northwest corner of the tract; thence Southerly paralleling the East line of Lot 8, Block "I", 150 feet to a point on the North right of way line of Florida State Road No. 80, said point being the Southwest corner of the tract; thence Easterly along the North right of way line of Florida State

Road No. 80, 150 feet to the POINT OF BEGINNING, being the Southeast corner of the tract;

Road No. 80, 150 feet to a point, being the Northwest corner of the tract; thence Southerly paralleling the East line of Lot 8, Block "I", 150 feet to a point on the North right of way line of Florida State Road No. 80, said point being the Southwest corner of the tract; thence Easterly along the North right of way line of Florida State Road No. 80, 150 feet to the POINT OF BEGINNING, being the Southeast corner of the tract;

LESS that part of Lot 8 in Block I of LOXHATCHEE GROVES, according to the Plat thereof recorded in Plat Book 12, Page 29, of the Public Records of Palm Beach County, Florida, more particularly described as follows:

Commence at the Northwest corner of Section 32, Township 43 South, Range 41 East, thence South 01 degree 21'04" West along the Westerly said Section line, a distance of 3415.35 feet to the Baseline of Survey for Existing Right of Way for State Road 80 and the POINT OF BEGINNING; thence North 01 degree 50'45" East, a distance of 120.0 feet; thence North 88 degrees 26'59" West, a distance of 149.98 feet; thence South 01 degrees 50'45" West, a distance of 120.0 feet to the Northerly existing Right Of Way for State Road 80; thence South 88 degrees 26'59" East, a distance of 149.98 feet to the POINT OF BEGINNING.

Parcel 3:

A parcel of land in Tract 9, Block I, LOXAHATCHEE GROVES, as recorded in Plat Book 12, Page 29, Public records of Palm Beach County, Florida, said parcel being more particularly described as follows:

From the Southwest corner of said Tract 9, Block "I", which corner is on the Northerly R/W Line of State Road No. 80 (Southern Boulevard), run thence Easterly on said R/W line, a distance of 11.11 feet to the Point of Beginning of the parcel herein conveyed; thence continue Easterly on the same course, a distance of 88.24 feet; thence run Northerly, parallel to the West line of said Tract 9, angling 90° 35'30" West to North, a distance of 150.00 feet; thence Westerly, parallel to said Northerly R/W line of State Road No. 80 (Southern Boulevard), a distance of 88.24 feet; thence Southerly, a distance of 150.00 feet to the Point of Beginning.

DESCRIPTION: (continued)

LESS AND EXCPT

The South 120 feet thereof as per State of Florida Department of Transportation Parcel No. 108 Recorded in Official Records Book 5401, Page 636, Palm Beach County Records.

2. LOCATION MAP:

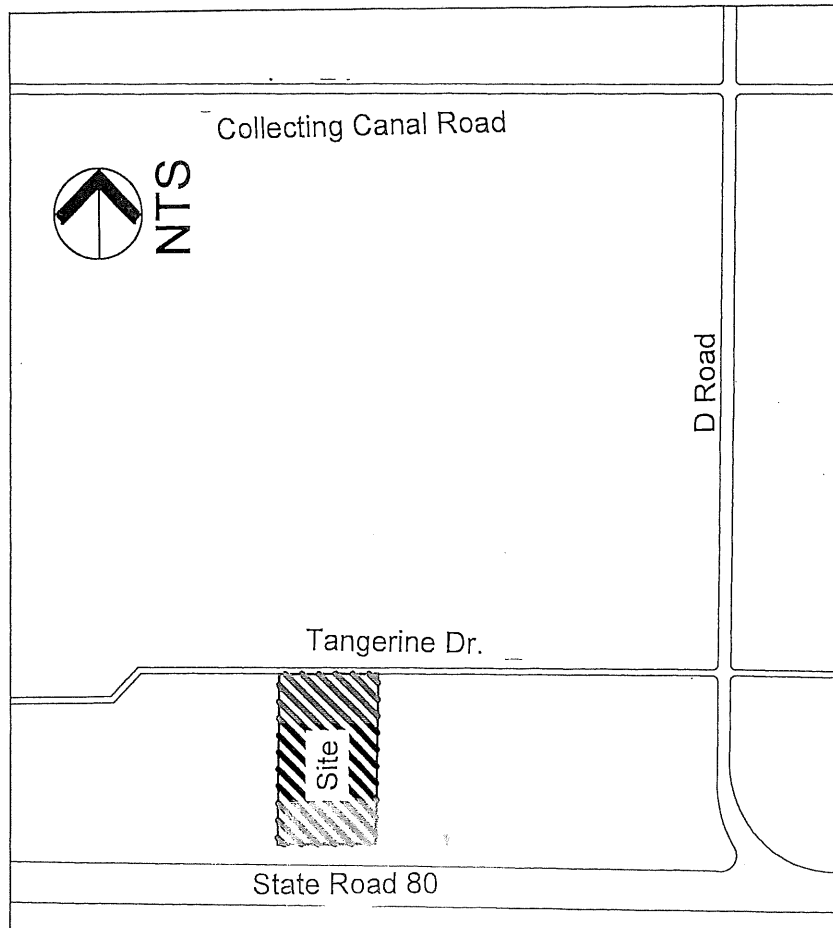
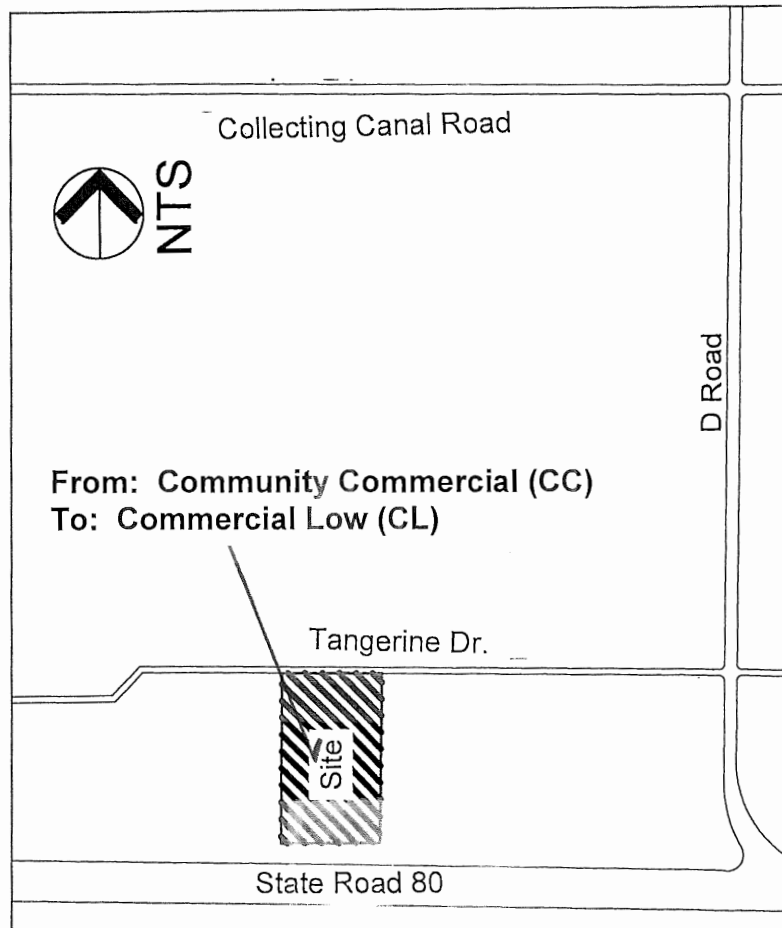


EXHIBIT B

ORDINANCE 2020-01 ZONING MAP AMENDMENT



ATTACHMENT 3

ORDINANCE NO. 2021-02

UNIFIED LAND DEVELOPMENT CODE AMENDMENTS PROPOSED BY MR. JAMES LOCKHART TO: (1) REVISE ARTICLE 10 DEFINITIONS, ABBREVIATIONS AND CONSTRUCTION OF TERMS TO ADD THE DEFINITION OF LIMITED ACCESS SELF-STORAGE FACILITY; (2) AMEND ARTICLE 25 COMMERCIAL ZONING DISTRICTS SECTION 25-015 PERMITTED USES TO REVISE THE WAREHOUSE, SELF-STORAGE USE TO READ LIMITED ACCESS SELF-STORAGE FACILITY PERMITTED WITH A CATEGORY "A" SPECIAL EXCEPTION APPROVAL, SUBJECT TO SECTION 80-075 LIMITED ACCESS SELF-STORAGE FACILITY; AND (3) ADD ARTICLE 80 CONDITIONAL USES SECTION 80-075 LIMITED ACCESS SELF-STORAGE FACILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council, as the governing body of the Town of Loxahatchee Groves, Florida ("Town"), pursuant to the authority vested in Chapter 166, Florida Statutes is authorized and empowered to adopt land development regulations within the Town.

WHEREAS, the Town Council of Loxahatchee Groves, Florida, believes it is in the best interest of the Town to amend Article 10 Definitions, Abbreviations and Construction of Terms, and Article 25 Commercial Zoning Districts, Section 25-015 and add Section 80-075 Limited Access Self-Storage Facility to ULDC Article 80 Conditional Uses ; and

WHEREAS, the notice and hearing requirements for adoption of ordinances contained in the Florida Statutes and the Town's Code of Ordinances have been satisfied; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves has conducted a public hearing for the amendment of Article 10 Definitions, Abbreviations and Construction of Terms, and Article 25 Commercial Zoning Districts, Section 25-015 and the addition of Section 80-075 Limited Access Self-Storage Facility to ULDC Article 80 Conditional Uses;

WHEREAS, the Town's Planning and Zoning Board considered the proposed ULDC amendments at its February 4, 2021, meeting and pursuant to Chapter 163, Part II, Florida Statutes, recommended that the Town Council approve the amendments to the ULDC as worded in Attachment 3.1 hereto; and,

WHEREAS, the Town's Planning Consultant, in the Staff Report dated April 6, 2021, recommended that the Town Council approve amendments to the ULDC as worded in Attachment 3.2 hereto; and,

WHEREAS, the Town Council of Town of Loxahatchee Groves finds that the adoption of this ordinance to add the definition of “Limited Access Self-Storage Facility” to ULDC Article 10 Definitions, Abbreviations and Construction of Terms, permit “Limited Access Self-Storage Facility” as a permitted principal use in Article 25 Commercial Zoning Districts Section 25-015 subject to regulations in ULDC Section 80-075 and a special exception, and to create a new ULDC Article 80 Conditional Uses Section 80-075, to be entitled “Limited Access Self-Storage Facility” to provide regulations for such use, is consistent with the Town’s Comprehensive Plan, and in the best health and welfare interests of the Town, its property owners and residents.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA:

Section 1: That the foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance.

Section 2: That the Town Council of the Town of Loxahatchee Groves, hereby amends the Town’s Unified Land Development Code (ULDC) to add a definition of the term “Limited Access Self-Storage Facility” to Article 10 Definitions, Abbreviations and Construction of Terms, permit “Limited Access Self-Storage Facility” as a permitted principal use in the Commercial Low (CL) Zoning District, subject to regulations in Section 80-075 and a special exception approval, and create Section 80-075, to be entitled “Limited Access Self-Storage Facility” to provide regulations for such use, as set forth in Attachment “3”, and incorporated herein by reference.

Section 3: Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, are hereby repealed to the extent of such conflict.

Section 4: Severability. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by the Court to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

Section 5: Codification. The Town Clerk shall cause this ordinance to be codified as a part of the ULDC.

Section 6: Effective Date. This ordinance shall become effective as provided by law.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING, THIS _____ DAY OF _____, 2021.

Council Member _____ offered the foregoing ordinance. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
, MAYOR	☐	☐	☐
, VICE MAYOR	☐	☐	☐
, COUNCIL MEMBER	☐	☐	☐
, COUNCIL MEMBER	☐	☐	☐
, COUNCIL MEMBER	☐	☐	☐

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS _____ DAY OF _____ 2021.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

, Town Clerk

APPROVED AS TO LEGAL FORM:

Town Attorney

, Mayor

, Vice Mayor

, Council Member

, Council Member

, Council Member

Attachment 3.1 – PZB Recommended ULDC Amendments

Text underlined is an addition to the ULDC. Text ~~struck through~~ is deleted from the ULDC.

Article 10, "Definitions, Abbreviations, and Construction of Terms"

Limited Access Self-Storage Facility. Limited Access Self-Storage Facility shall consist of individual, self-contained units that are leased for the storage of business, household, or other personal goods.

Article 25 Commercial Zoning Districts

Section 25-015. – Permitted uses

Plots located in the Commercial Low and Commercial Low Office zoning districts may be used for one or more of the following uses.

Principal Uses	Commercial Low (CL)	Commercial Low Office (CLO)
Warehouse, <u>Limited Access Self Storage</u>	Permitted <u>w/ Special Exception</u> <u>Subject to Article 80-075</u>	Not Permitted

Section 80-075 Limited Access Self-Storage Facility

A Limited Access Self-Storage Facility as defined in Article 10, "Definitions, Abbreviations, and Construction of Terms" shall be permitted in the Commercial Low (CL) zoning district subject to a Category A Special Exception approval and compliance with the following Conditional Use standards and criteria:

(A) Use(s). A Limited Access Self-Storage Facility shall consist of storage bays with direct access only from the interior corridors of the building. A management office is an allowed accessory use.

(B) Location Requirement.

(1) A Limited Access Self-Storage Facility shall have direct frontage and vehicular access to Southern Boulevard or a frontage road along Southern Boulevard.

- (2) Limited Access Self-Storage developments shall be limited to a maximum of one (1) facility between each of the Town's letter roads.
- (3) Site and Building Design.
- (4) Maximum Site Area. A Limited Access Self-Storage Facility site shall be limited to a maximum of five (5) acres.
- (5) Architecture. Architectural design shall comply with the Rural Vista Guidelines.
- (6) Building Height. Building height (excluding parapets and architectural or mechanical features) shall not exceed thirty-five (35) feet from finished grade.
- (7) Maximum Plot coverage. Maximum plot coverage of all buildings and roofed structures shall not be more than 30 percent of the gross site area.
- (8) Maximum Floor Area: Floor area will be determined with each application and regulated by applying the maximum plot coverage, per Section (7), and ULDC required minimum building setbacks, maximum building height, and site infrastructure including drainage, utilities, landscape buffers, minimum pervious area, and minimum required parking, circulation and loading requirements for vehicles. The maximum floor area for a Self-Storage Facility shall be limited to 125,000 square feet of gross floor area.
- (9) Minimum Pervious Area: The minimum pervious area shall be 30 percent of the plot.
- (10) Lighting & Security Plan. At time of Site Plan application, a lighting (photometric) plan and security plan shall be required and at least include details for the following:
- a. 24-hour security cameras, alarm system, use of gates with keypads and security lighting.
 - b. Site lighting used to illuminate the site after dusk shall be designed and arranged to reflect away from adjacent properties and away from any street, and shall comply with ULDC Section 50- 030, "Outdoor Lighting."
- (11) Signs. One monument sign advertising the Self-Storage Facility business may be erected on the plot frontage that abuts an arterial road right-of-way and complies with ULDC

Section 90-035. Such signage shall observe the site distance triangle requirement of Article 105, "Sight Distance."

(12) Prohibited Uses.

- a. The storage of flammable, hazardous or explosive materials, goods or products shall be prohibited.
- b. On site Caretakers or any Residential use.
- c. Businesses shall not operate within Self-Storage facility storage units.
- d. Outdoor storage of vehicles, recreational vehicles, boats, merchandise, business, household or other personal goods shall be prohibited.

(13) Landscaping shall comply with ULDC Article 85 Landscaping, including incorporation of an Incompatible Perimeter Landscape Buffer, per Section 85-060(B)(1) if the Self-Storage Facility abuts, or is separated from an Agricultural Residential zoning district by a public or private road, street, right-of-way canal.

ATTACHMENT 3.2 – STAFF RECOMMENDED ULDC AMENDMENTS

Proposed Staff revisions to the PZB Committee recommendations are presented in underline (additions to PZB recommended text) and ~~striketrough~~ (deletions to PZB recommended text) format.

Article 10, "Definitions, Abbreviations, and Construction of Terms"

Limited Access Self-Storage Facility. Limited Access Self-Storage Facility shall consist of individual, self-contained units that are leased for the storage of business, household, or other personal goods.

Article 25 Commercial Zoning Districts

Section 25-015. - Permitted uses

Plots located in the Commercial Low and Commercial Low Office zoning districts may be used for one or more of the following uses.

Principal Uses	Commercial Low (CL)	Commercial Low Office (CLO)
Limited Access Self Storage	Permitted w/ Special Exception Subject to Article 80-075	Not Permitted

Section 80-075 Limited Access Self-Storage Facility

Limited Access Self-Storage Facility as defined in Article 10, "Definitions, Abbreviations, and Construction of Terms" shall be permitted in the Commercial Low (CL) zoning district subject to a Category A Special Exception approval and compliance with the following Conditional Use standards and criteria.:

(A) Use(s). A Limited Access Self-Storage Facility shall consist of storage bays with direct access only from the interior corridors of the building. A management office is an allowed accessory use/

(B) Location Requirements

(1) A Self-Storage Facility shall have direct frontage and vehicular access to Southern Boulevard or the frontage road along Southern Boulevard.

(2) Limited Access Self-Storage developments shall be limited to a maximum of one (1) facility between each of the Town's letter roads.

(C) Site and Building Design.

~~(1) Maximum Site Area. A Limited Access Self-Storage Facility shall be limited to a maximum of five (5) acres.~~

~~(1) Maximum site dimensions. A Limited Access Self-Storage Facility site shall be limited to a maximum of 250 feet of street frontage along the Southern Boulevard right-of-way and 500 feet of depth from the Southern Boulevard right-of-way.~~

(2) Architecture. Architectural design shall comply with the Rural Vista Guidelines.

(3) Building Height. Building height (excluding parapets and architectural or mechanical features) shall not exceed thirty-five (35) feet from finished grade.

(4) Maximum Plot coverage. Maximum plot coverage of all buildings and roofed structures shall not be more than ~~30~~ 25 percent of the gross site area.

~~(6)~~ (5) Minimum Pervious Area: The minimum pervious area shall be 30 percent of the plot.

~~(5) Maximum Floor Area. Floor area will be determined with each application and regulated by applying the maximum plot coverage per Section 4 and ULDC required minimum building setbacks, maximum building height, and site infrastructure including drainage, utilities, landscape buffers, minimum pervious area, and minimum required parking, circulation and loading requirements for vehicles. The maximum floor area for a Self-Storage Facility shall be limited to 125,000 sq. ft. of gross floor area.~~

~~(5)~~ (6) Maximum Floor Area. Maximum Floor area shall be determined with each application and regulated by applying the building height, maximum plot coverage and minimum pervious area, per Sections 3, 4, and 5 to the subject property provided that ULDC required minimum building setbacks, landscape buffers, minimum required parking, circulation and loading standards, and site infrastructure, including access, drainage and utilities requirements can be complied with.

(7) Lighting & Security Plan. At time of Site Plan application, a lighting (photometric) plan and security plan shall be required and at least include details for the following:

- a. 24-hour security cameras, alarm system, use of gates with keypads and security lighting.
- b. Site lighting used to illuminate the site after dusk shall be designed and arranged to reflect away from adjacent properties and away from any street, and shall comply with

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- d. Outdoor storage of vehicles, recreational vehicles, boats, merchandise, business, household or other personal goods shall be prohibited.

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 5

TO: Town Council of Town of Loxahatchee Groves
FROM: James Titcomb, Town Manager
DATE: April 6, 2021
SUBJECT: Grove Town Center Re-design for Retention Pond (Updated 03/21)

Background:

The submitted attached plan set is an updated and enhanced landscaping and configuration design for the large retention pond area in the northwest corner of the Groves Town Center MUPD's conservation area, just south of Collecting Canal and bordering the equestrian trail amenities installed by the developer.

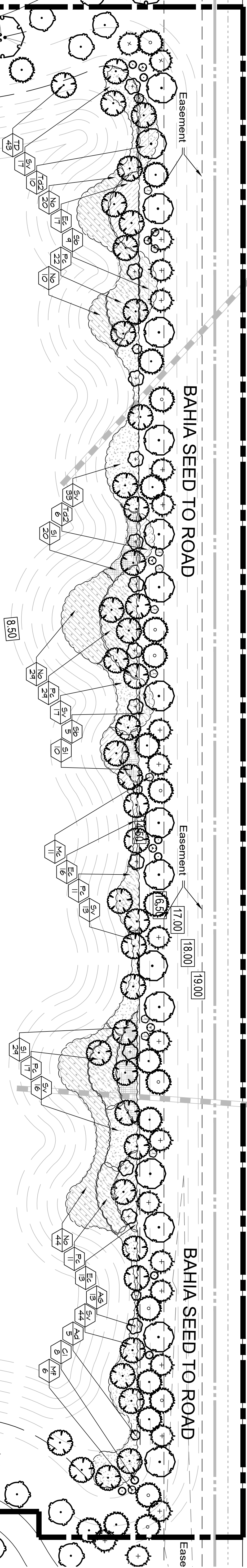
Town Council last reviewed the water feature (retention pond) area plans at their February 16th meeting. Council gave the developer further instruction to increase and enhance the quantity, size and quality of the landscaping stock, berms and layout configuration. The applicant's landscape architect has redesigned the site with additional materials and configuration, which is subject to Town Council approvals to move forward.

Significantly, the new design has added berm elevation on the southside of the lake area.

Staff Recommendations:

Town staff recommends reviewing submitted redesign to approve for construction, plantings and project compatibility, for overall project to move forward.

COLLECTING CANAL
LOXAHATCHEE GROVES



SEE LP-3 FOR PLANT CHART

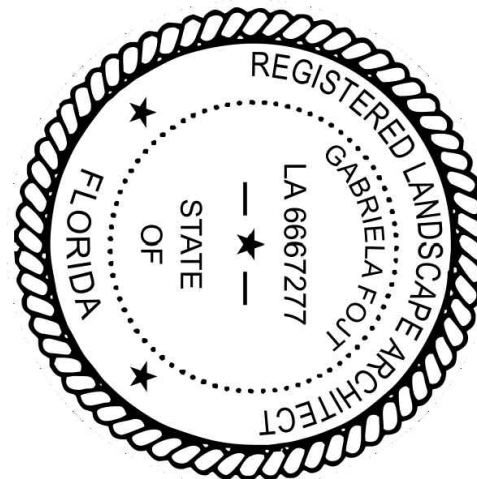
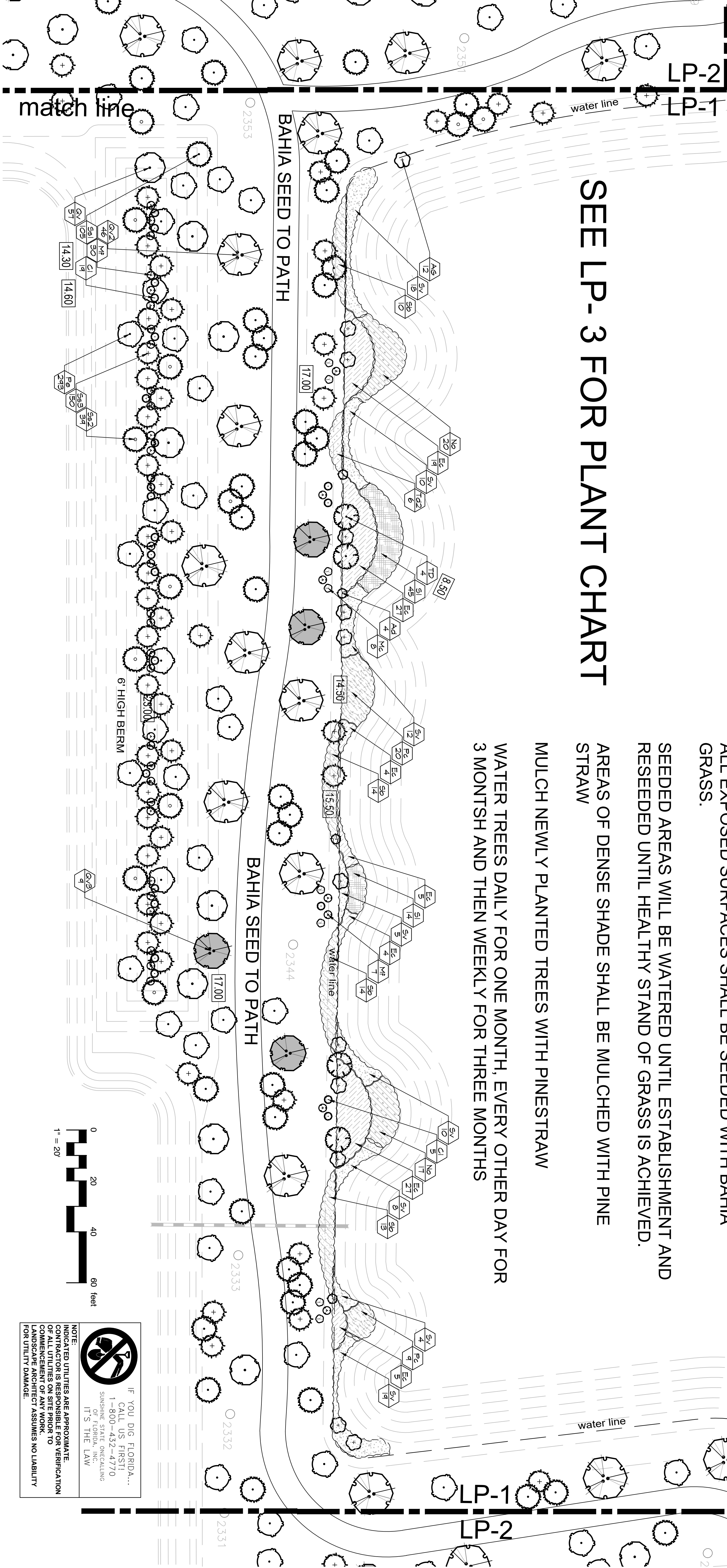
ALL EXPOSED SURFACES SHALL BE SEEDED WITH BAHIA GRASS.

SEEDED AREAS WILL BE WATERED UNTIL ESTABLISHMENT AND RESEEDED UNTIL HEALTHY STAND OF GRASS IS ACHIEVED.

AREAS OF DENSE SHADE SHALL BE MULCHED WITH PINE STRAW

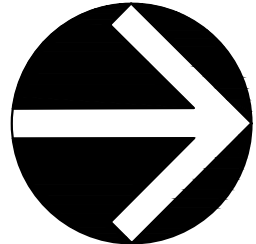
MULCH NEWLY PLANTED TREES WITH PINESTRAW

WATER TREES DAILY FOR ONE MONTH, EVERY OTHER DAY FOR 3 MONTHS AND THEN WEEKLY FOR THREE MONTHS



Gabriela Fojt

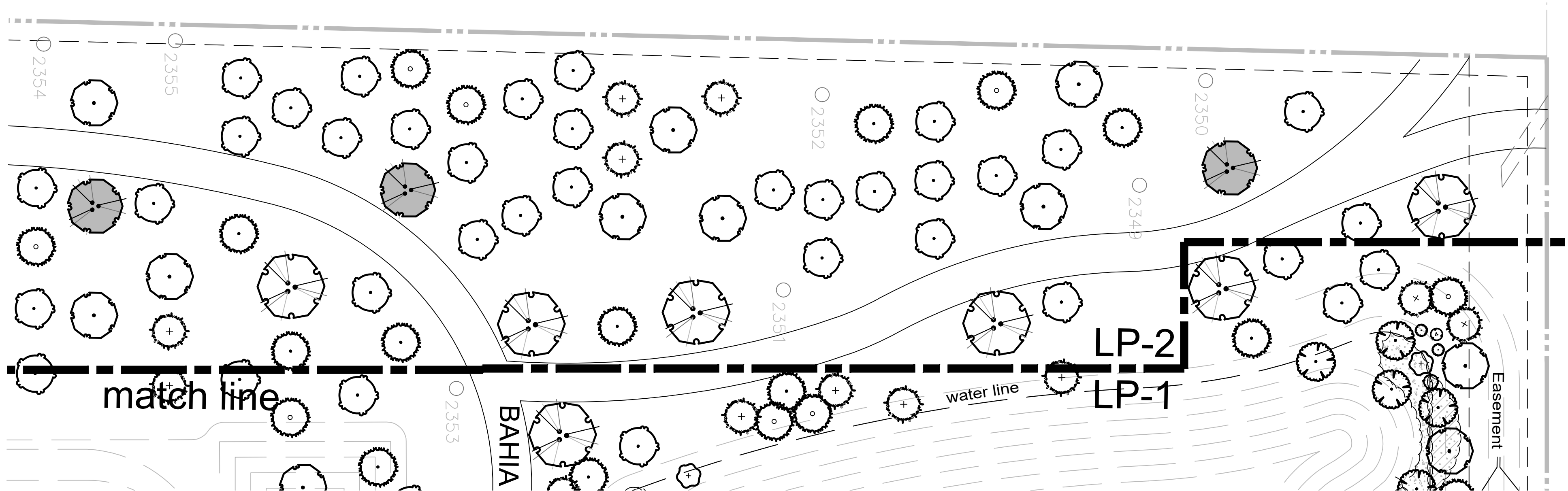
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FL 33308
Tel (954) 478 3064
www.florida-landscape.com
gabriela@themirrorparadise.com



SCALE	1"=20'-0"
DESIGNED BY	GF
DRAWN BY	GF
CHECKED BY	GF
CAD DWG.	
DATE	01.25.2021
REVISIONS	03.04.2021

GROVES TOWN CENTER
LOXAHATCHEE GROVES
FLORIDA

LAKE LANDSCAPE PLAN



SEE LP-3 FOR PLANT CHART

ALL EXPOSED SURFACES SHALL BE SEEDED
WITH BAHIA GRASS.

SEEDED AREAS WILL BE WATERED UNTIL
ESTABLISHMENT AND RESEEDED UNTIL
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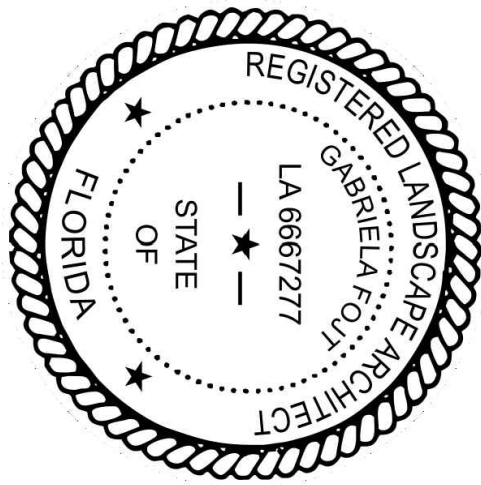
CONTRACTOR PROVIDE HAND WATERING



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SUNSHINE FLORIDA, ENCOURAGING
IT'S THE LAW

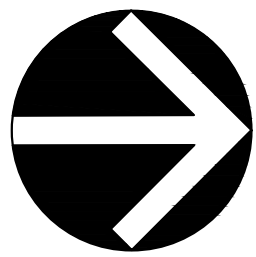
NOTE:
INDICATED UTILITIES ARE APPROXIMATE.
CONTRACTOR IS RESPONSIBLE FOR VERIFICATION
OF ALL UTILITIES ON SITE PRIOR TO
COMMENCEMENT OF ANY WORK.
LANDSCAPE ARCHITECT ASSUMES NO LIABILITY
FOR UTILITY DAMAGE.





Gabriela Foit

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SCALE	AS NOTED
DESIGNED BY	GF
DRAWN BY	GF
CHECKED BY	GF
CAD DWG.	
DATE	01.25.2021
REVISIONS	03.04.2021

GROVES TOWN CENTER
LOXAHATCHEE GROVES
FLORIDA

PLANT CHART, NOTES

CONTRACTOR PROVIDE HAND WATERING

JOB CONDITIONS:

Any building construction material or foreign material shall be removed from planting areas and replaced with acceptable top soil.
Care shall be taken not to disturb or damage any underground construction or utilities. Any damage to these facilities during the planting operations will be repaired at the expense of the Landscape Contractor in a manner approved by the Owner. Where underground obstructions will not permit the planting materials in accordance with the plans, new locations shall be approved by the Landscape Architect. Landscape work shall be coordinated with the landscape irrigation work. Landscape Contractor shall ensure that no plantings will interfere with the proper coverage. Landscape Contractor shall point out situations where minor adjustments or relocation or addition of sprinklers heads may be most beneficial for the landscape work as a whole.

PLANT MATERIAL:

Plant species and size shall conform to those indicated on the drawings. Nomenclature shall conform to STANDARDIZED PLANT NAMES, LATEST EDITION. All plant material shall be in accordance with GRADES AND STANDARDS FOR NURSERY PLANTS, latest edition published by the Florida Department Agriculture and Consumer Services. All plants not otherwise specified as Florida Fancy, or Specimen, shall be Florida Grade Number 1 or better as determined by the Florida Grade Plant Industry. Specimen means an exceptionally heavy, symmetrical, tightly-knit plant, so trained or favored in its development that its appearance is unquestionable and outstandingly superior in form, number of branches, compactness and symmetry. All plants shall be sound, healthy, vigorous, well branched and free of disease and insect eggs and larvae and shall have adequate root systems. Trees and shrubs for planting rows shall be uniform in size and shape. All materials shall be subject to approval by the Landscape Architect. Where any requirements are omitted from the Plant List, the plants furnished shall be suitable for the variety.
All container grown material shall be healthy, vigorous, well-rooted plants and established in the container. The plants shall have tops which are good quality and are in a healthy growing condition. An established container grown plant shall be transplanted into a container and grown in that container long enough for the new fibrous roots to have developed enough to hold the root mass together when removed from the container. Root bound plants will not be accepted.
Site water shall be verified by Contractor prior to submission of bids.
The use of natural material is strongly encouraged for planted and buttressed plants. All synthetic material shall be completely removed from root ball PRIOR to planting.
At time of bid, Contractor shall submit a written schedule of all sources for coconut palms as well as seed sources for coconuts. Coconuts shall be certified Malaysian Green with a certified seed source from Jamaica.

TREES:

The most critical factor for selecting a healthy Florida Number 1 tree is the structure. This consists of one central main trunk and leader. Branches are considered competing if they are 2/3 the diameter of the leader or greater. Competing branches may be acceptable if they occur above 50% of the overall height of the tree. Caliper of tree should meet specifications. Leader (center trunk) may have slight (<15 degree) bow (Tabebuia caribae excluded), but must be intact with apical (leading) bud.
Branches should be spread evenly (staggered, alternating) through the tree branches spaced no closer than 4".
Canopy should be full to specifications with little or no openings or holes. A thinning canopy will be taken into consideration with field dug plant material.
Trees should have no open wounds or damage, flush cuts, chlorosis, shorter or taller than specified height, girdling roots, underside loose root ball, crossing branches, smaller than normal leaves.
10% of root ball shall be above grade after planting. Root ball lying tops removed from trunk and top of root ball.

MULTIPLE TRUNK TREES:

Trees having no distinct leader. Trunks on these trees should not be touching and free of damage and similar in size. Canopy should be full and uniform.

RELOCATED TREES:

These trees may not conform to grades and standards, yet do have quality criteria which effect the health, longevity and safety of the tree (and person which may contact tree). This is NOT meant to be a guideline for transplanting trees, but rather the criteria by which relocated trees will meet Town, County, State or governing agency guidelines. Trees which require excessive pruning should NOT be used. Damaged or dead relocated trees will be replaced with appropriate number of caliper inches and species equal to relocated or dead tree, as approved by the Landscape Architect.

No more than 20% of the foliage should be removed for any reason (excluding Sabal Palms). Trees should be corrected for any structural defects, touching branches, dead or rotting wood, V-shaped branching or branching which may effect human safety issues post relocation. Topping a relocated tree is not acceptable.
Damage to the trunk/branches will not exceed 10% of the trunk diameter and 2" in height.
Any major limb or canopy pruning will be qualified and performed by a Certified Arborist.

IRRIGATION

Provide bubblers on separate zones for all newly planted and transplanted trees unless alternate approach to provide additional water is approved by owner and Landscape Architect.



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OF FLORIDA, INC.
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NOTE:
INDICATED UTILITIES ARE APPROXIMATE.
CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO COMMENCEMENT OF ANY WORK.
LANDSCAPE ARCHITECT ASSUMES NO LIABILITY FOR UTILITY DAMAGE.

MATERIALS LIST:
Landscape Contractor shall be responsible for verifying all quantities for material shown on drawings prior to submitting a bid. Planting plan shall take precedence over the plant list. Final quantity of sod and mulch shall be verified.

SUBSTITUTIONS:

No substitutions shall be made without the approval from the Landscape Architect and/or the Owner. Intended substitutions shall be indicated on the bid.

MEASUREMENTS:

Canopy Trees- Height shall be measured from the ground to the average height of canopy. Spread shall be measured to the end of branching equally around the crown from the center of the trunk. Caliper (d.b.h.) will be measured 4'-6" above grade.
Shrubs- Height shall be measured from the ground. Spread shall be measured to the end of branching equally around the shrub mass.
Palms- Clear trunk (C.T.) shall be measured from the ground to the point where the mature aged trunk joins the immature or green part of the trunk or head.
Overall height (O.A.) shall be measured from the ground to the tip of the unopened bud.

IRRIGATION:

100% irrigation coverage shall be provided. Provide bubblers on separate zones for all newly planted and transplanted trees unless alternate approach to provide additional water is approved by Owner and Landscape Architect.

GUARANTEE:

All new plant materials shall be guaranteed for one year from the time of acceptance and shall be alive and in satisfactory growth for each specific kind of plant at the end of the guarantee period. The Landscape Contractor shall not be responsible for damage caused by vandalsism, violent wind storms or other acts of God beyond control. Replacement shall occur within two weeks of rejection and guaranteed six months from date of installation. Landscape Contractor shall repair damage to other plants or lawns during plant replacements at no additional cost.

MULCH:

Mulch shall not contain sticks 1/4" in diameter or stones. Apply 3" of mulch except on top of tree rootballs and against woody shrubs. Rootballs will receive less than 1" mulch with no mulch touching trunk or root collar. Do not apply mulch against the trunks of woody shrubs.

SOD:

All sod shall be installed in such a manner that there is an even surface, staggered pattern. Sod will be green in color and in good health. NO overlap, gaps, damage, insects, disease and less than 10% chlorosis will be permitted. All gaps will be filled with clean native soil.

STAKING:

Landscape Contractor to suggest alternate means of staking for approval with Landscape Architect if staking methods shown are not feasible due to site conditions.

FERTILIZER:

Manufacturer's Specification: Submit manufacturer's specification sheet(s) for approval of product. Submit tags from bags of fertilizer used on site to the Architect. Submit copies of the manufacturer's specifications or analysis of all fertilizer for approval.
Composition and Quality: All fertilizer shall be uniform in composition and dry. Granular fertilizer shall be free flowing and delivered in unopened bags. Tablet fertilizer shall be delivered in unopened containers or boxes. All bags, containers or boxes shall be fully labeled with the manufacturer's analysis.
Fertilizer shall be slow release with ratio greater than 3 to 1 nitrogen to phosphorous applied on top of backfill, per manufacturer's recommendations.
All shall comply with the State of Florida fertilizer laws.

CLEANUP:

Landscape Contractor shall at all times keep job site clean and free from accumulation of waste material, debris and rubbish.

INSPECTION:

Upon written request from the Contractor, Owner and/or Landscape Architect shall perform inspection to determine completion of Contract.

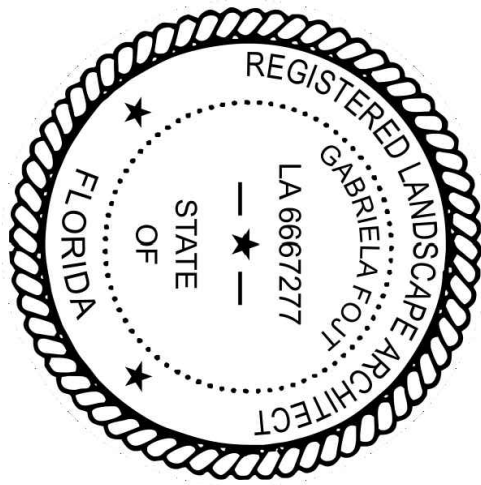
ACCEPTANCE:

Following inspection, Contractor will be notified, in writing, by Owner and/or Landscape Architect of acceptance of completion with regards to plant material and workmanship according to Contract.

PLANT SCHEDULE FIRST PHASE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	SPACING	NATIVE
	A6	25	Ammona globosa / Pond Apple	6' X 3'	AS SHOWN	YES
	P6	174	Pinus elliptica / Slash Pine	8-10' O.A., 2' cal	AS SHOWN	YES
	QV3	8	Quercus virginiana / Southern Live Oak	18"-20' O.A., 4"-6" dbh	AS SHOWN	YES
	QV2	19	Quercus virginiana / Southern Live Oak	24' O.A., 6" dbh	AS SHOWN	YES
	QV	50	Quercus virginiana / Southern Live Oak	8-10' O.A., 2' cal	AS SHOWN	YES
	S61	91	Sabal palmetto / Cabbage Palmetto	12-24' O.A.	AS SHOWN	YES
	S62	29	Sabal palmetto / Cabbage Palmetto	18-20' O.A., 4-6" dbh	AS SHOWN	YES
	S63	83	Sabal palmetto / Cabbage Palmetto	Min. 24' O.A., min. 6" dbh	AS SHOWN	YES
	TD	47	Taxodium distichum / Bald Cypress	10-12' x 3-4'	AS SHOWN	YES
	Ad	9	Acrostichum dannebergii / Leather Fern	7' gal	AS SHOWN	YES
	CI	32	Chrysobalanus icaco / Coco Plum	3' gal	4' OC	YES
	MF	43	Myrcianthes fragrans / Simpson's Stopper	3' gal	4' OC	YES
	Mc	19	Myrica cerifera / Wax Myrtle	3' gal	4' OC	YES
	Ec	137	Elaeocharis calyculosa / Gulf Coast Spikerush	Rooted cuttings	4' OC	NO
	No	142	Nymphaea odorata / Fragrant Water Lily	Rooted cuttings	4' OC	YES
	Pc	119	Pontederia cordata / Pickerel Weed	Rooted cuttings	4' OC	YES
	Sl	118	Sagittaria latifolia / Duck potato	Rooted cuttings	3' OC	YES
	Sv	226	Scirpus validus / Great Burrush	Rooted cuttings	4' OC	YES
	Sb	65	Spartina bakeri / Sand Cordgrass	1' gal	4' OC	YES
	Td2	22	Tripsacum floridanum / Florida Gamagrass	1' gal	4' OC	YES

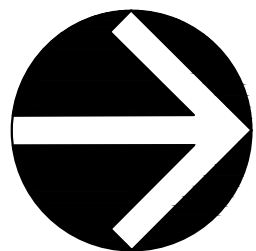
*"Trees not in contract. Symbols represent mitigation replacement trees as part of Groves Town Center Master Infrastructure Landscape Plans by Scott Barber Designs, P.A., dated January 2021."



Gabriela Foit

The Women of Paradise

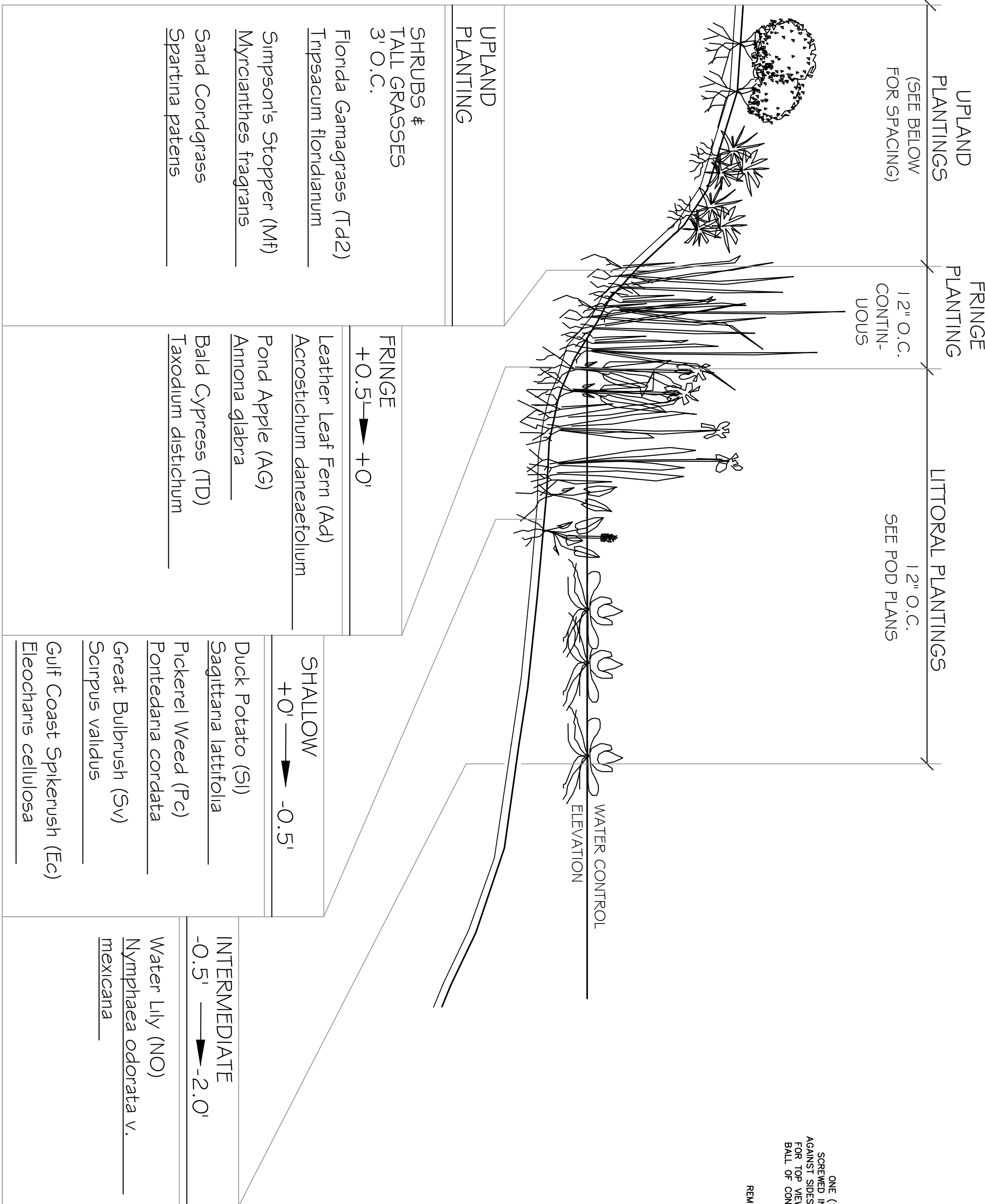
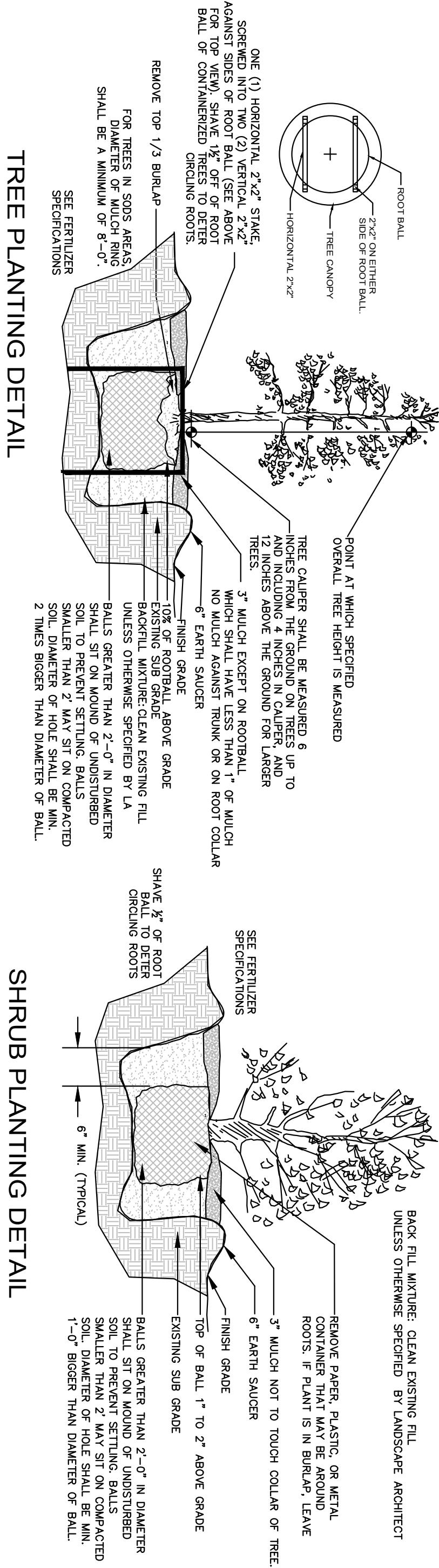
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gabrielaf@themitroparadise.com



SCALE	AS NOTED
DESIGNED BY	GF
DRAWN BY	GF
CHECKED BY	GF
CAD DWG.	GF
DATE	01.25.2021
REVISIONS	03.04.2021

GROVES TOWN CENTER
LOXAHATCHEE GROVES
FLORIDA

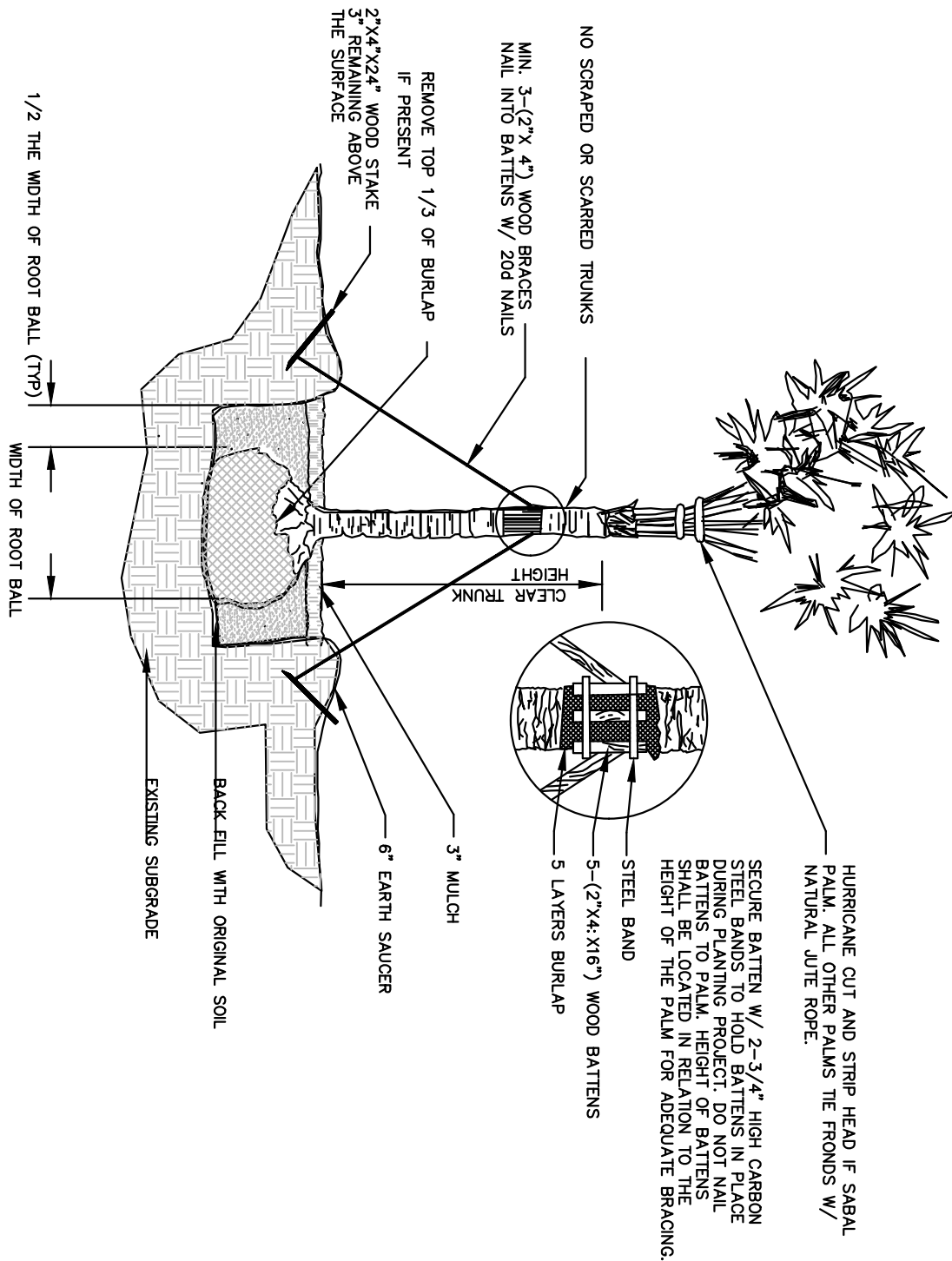
NOTES AND DETAILS



EXTENDED LITTORAL ZONE SECTION

- 1) BARE ROOT PLANTS SHALL HAVE A ROOT SPREAD AT LEAST 1/3 GREATER THAN THE EQUIVALENT POTTED PLANT. THE ROOT SYSTEM SHALL BE WELL SPREAD, FIBROUS AND TYPICAL OF A HEALTHY SPECIMEN OF THE SPECIES. THESE PLANTS SHALL BE PROTECTED AGAINST DRYING OUT BY MEANS OF MOIST STRAW, OR OTHER APPROVED MATERIAL. BARE ROOT PLANTS SHALL BE INSTALLED SUCH THAT THE ENTIRE ROOT SYSTEM IS BURIED AND THEN FIRMED IN PLACE.
- 2) ALL PLANTS TO BE INSTALLED IN INUNDATED CONDITIONS MUST BE WATER HARDENED AT LEAST 30 DAYS PRIOR TO INSTALLATION.
- 3) SEE PLANT LIST FOR SIZES, QUANTITIES, AND SPACING.

PALM PLANTING DETAIL





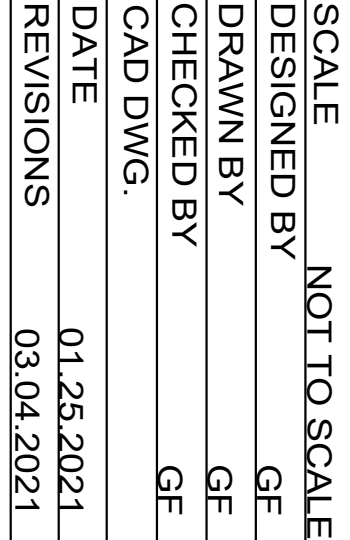
IF YOU DIG FLORIDA...
CALL US FIRST!
1-800-432-4770
SUNSHINE STATE ONECALLING
IT'S THE LAW

NOTE:
INDICATED UTILITIES ARE APPROXIMATE.
CONTRACTOR IS RESPONSIBLE FOR VERIFICATION
OF UTILITIES PRIOR TO ANY WORK.
LANDSCAPE ARCHITECT ASSUMES NO LIABILITY
FOR UTILITY DAMAGE.

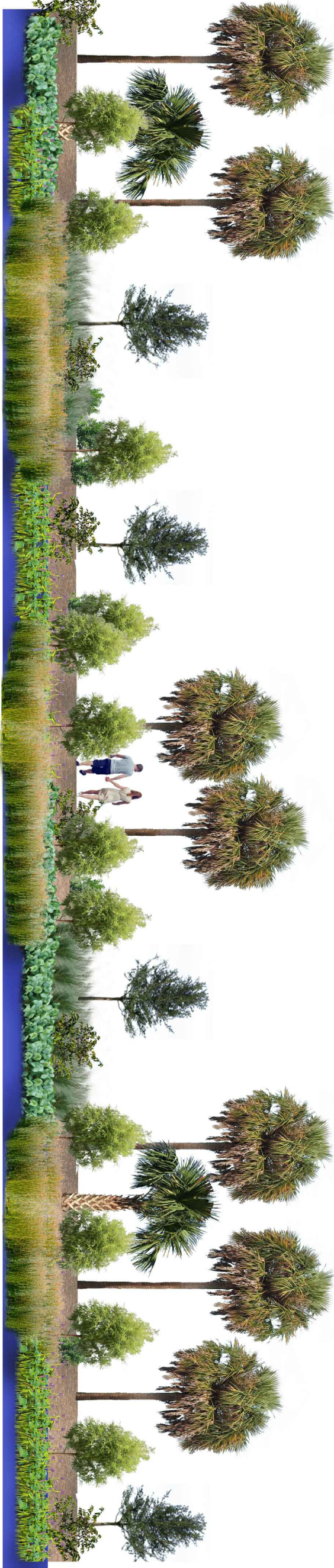
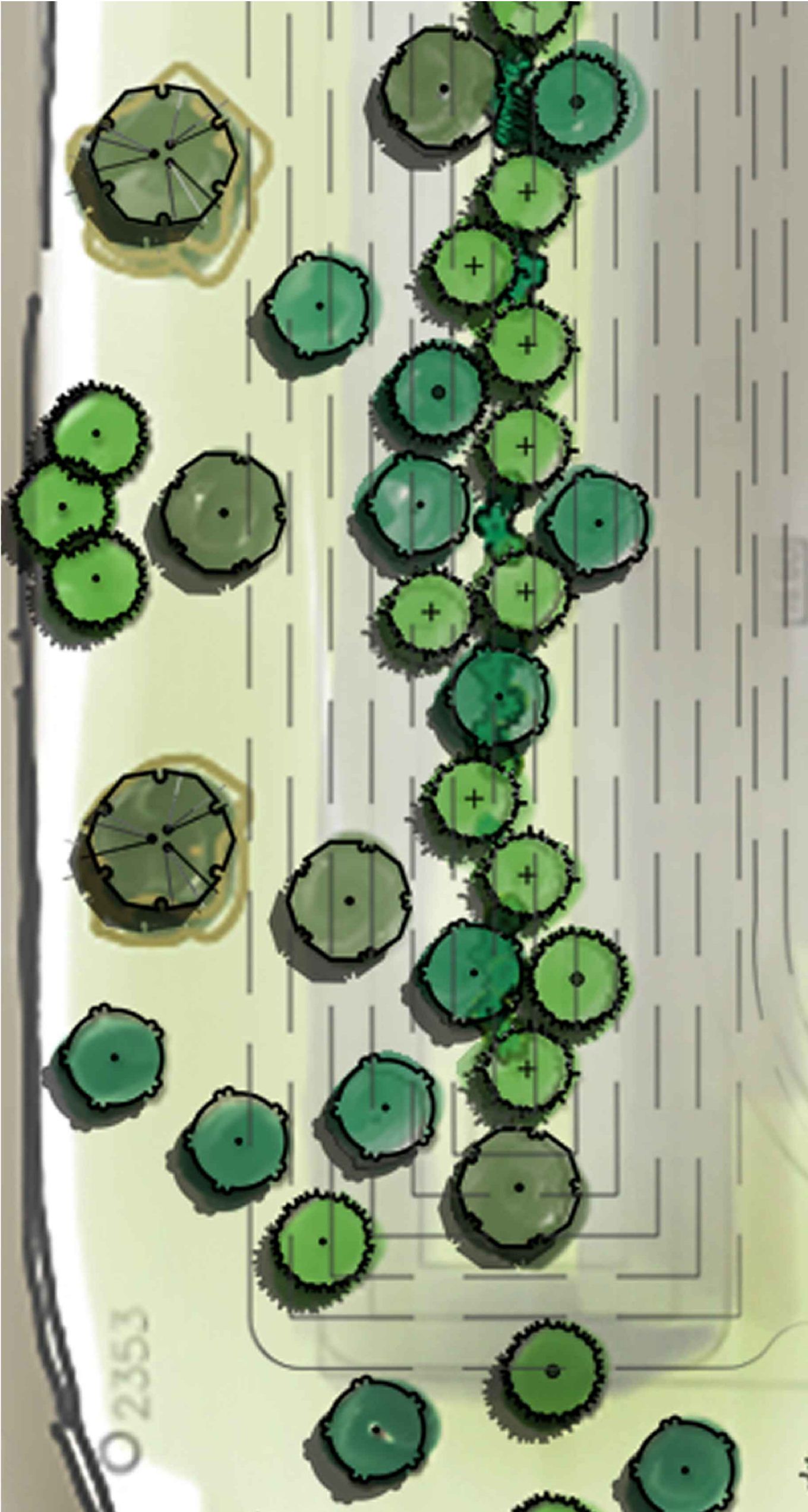
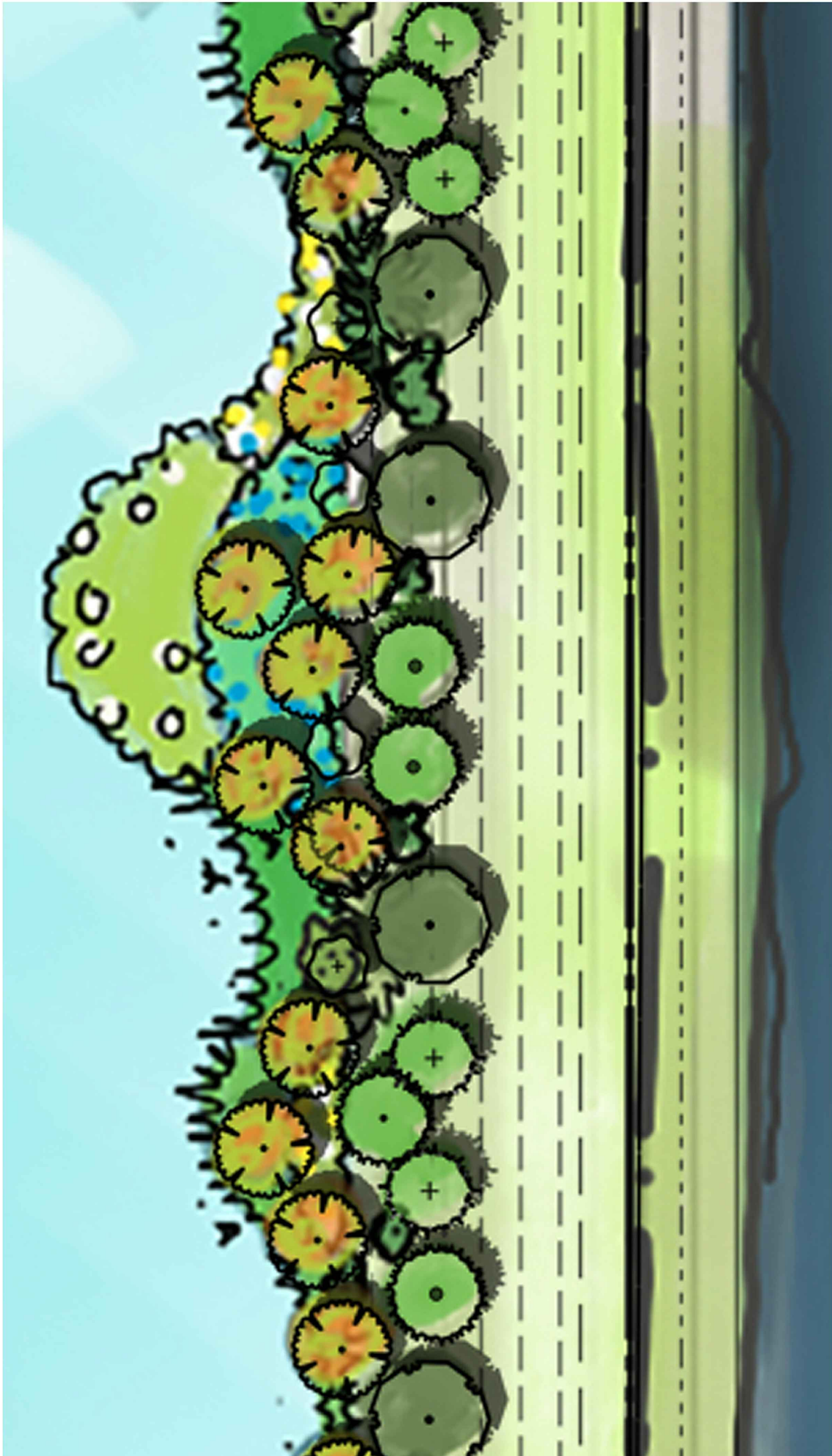


The Mirror of Paradise

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COLORED PLAN



ELEVATION 1

North side of lake toward Collecting canal

ELEVATION 2

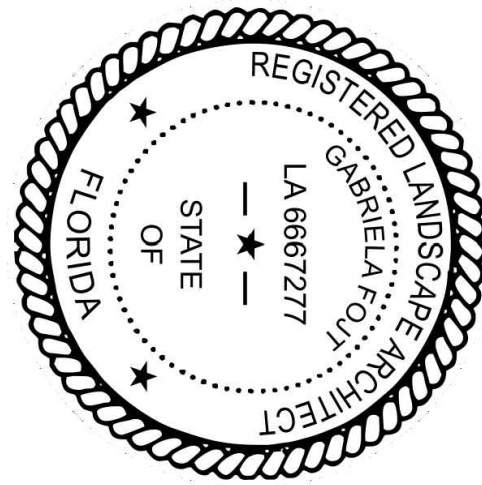
North side of berm



EXISTING TREES BETWEEN THE
LAKE AND COLLECTING CANAL

ELEVATION 1

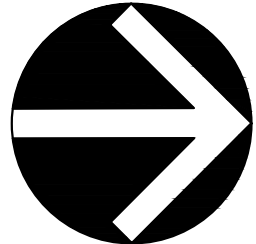
with existing background



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SCALE	NOT TO SCALE
DESIGNED BY	GF
DRAWN BY	GF
CHECKED BY	GF
CAD DWG.	
DATE	01.25.2021
REVISIONS	03.04.2021

GROVES TOWN CENTER
LOXAHATCHEE GROVES
FLORIDA

BERM AND LAKE PARTIAL ELEVATIONS

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155 F Road Loxahatchee Groves, FL 33470

Agenda Item # 6

TO: Mayor and Councilmembers
FROM: James Titcomb, Town Manager
VIA: Francine Ramaglia, Assistant Town Manager
SUBJECT: Request for Council Workshop on August 20, 2021

Background:

Staff requests a workshop to provide information and updates as well as to get Council feedback and direction on:

- Turnkey Planning, Zoning & Building Services from Safebuild (Nova withdrew proposal; current provider, CAP, has offered expanded services). We have received all information requested by Council and are awaiting additional revenue, expense and volume/transactional information from Safebuild and Palm Beach County.
- Roads and Drainage including the following specific items:
 - Repair of OGEM roads with North A Road as demonstration project including replacement of speed humps with speed tables; thermal striping; and a sloped 2 foot 6 inch shoulder to protect the edge. Discussion will include any “footprint issues” and at least two Vendors (Hardrives and All Paving) will be available to discuss approach, related costs, timing and length of warranty. Staff hopes this project to serve as the start to creating a Town standard and to frame budgetary allocation of resources and roads funding.
 - Proposal from Keshevarz to update Phase II work on the Town’s “footprint”
 - Speed study and traffic counts report from Simmons & White as well as discussion of need for signalization at intersection of D Road and Okeechobee
 - Cost estimates/proposals for Big Dog road and drainage work
 - Cost estimates/proposals for culvert replacements
 - “Thingamadigger” sale/trade-in for new tractor
- Mid-year budget considerations and planning for upcoming FY 2022
 - FAAC report
 - Proposed calendar including County deadlines and information releases
 - Increase in Solid Waste franchise fees for commercial accounts only
 - New rate category for non-residential/non-commercial users (examples include residential enterprise with only one dwelling unit and multiple containers)
 - Council priorities

Recommendations: Staff will consolidate discussion and Council direction into action items for subsequent Council meeting agendas, including any necessary budget amendments and/or allocations for coming year(s).