

**PORT OF PALM BEACH DISTRICT
REQUEST FOR DISCUSSION AND
COMMISSION ACTION**

**OLD BUSINESS
ITEM I-2**

PREPARED BY: Ken Hern Sr. Director, Operations, Security & Facilities August 16, 2018

SUBJECT: Approval of Peanut Island Fumigation

- Nozzle Nolen
- Beyel Brothers

BACKGROUND:

Subterranean and Drywood Termites are degrading the foundation of all facilities on Peanut Island. The Coast Guard House, Boat House and Bunker are equally affected. Quotes for tenting the facilities were received by Nozzle Nolen, Orkin and Hewlett, with Nozzle Nolen identified as the lowest bid, in the amount of \$14,242.75.

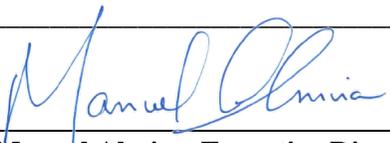
Quotes were received from McCulley Marine and Beyel Brothers, to provide waterborne transportation to the island, based on the need for heavy equipment transportation needs. Based on daily rates quoted, Beyel Brothers was the lowest bid per day for the Tug and Barge. Additional equipment will be provided by Beyel Brothers based on time and materials for the utilization of a crane and ramps required to reach the island by water. The estimated cost for this portion of the project is \$10,662.75.

FINANCIAL IMPACT: This project will be funded by the FY18 Operating Budget.

ADDITIONAL INFORMATION ATTACHED: No _____ Yes X _____

RECOMMENDATIONS: Port staff respectfully requests the Board of Commissioners to approve Approval of Peanut Island Fumigation in the amount of \$24,905.50 and authorize the Executive Director to execute all documents.

Respectfully Submitted By:



Manuel Almira, Executive Director

DATE ACTION TAKEN: _____
Approved: _____
Disapproved: _____
Deferred To: _____
Incorporated into Minutes: _____

Motion By: _____
Seconded By: _____
Unanimous: Yes _____ No _____
By: _____



PURCHASE ORDER

1 East 11th Street
Riviera Beach, FL 33404
(561) 383-4100 Phone
(561) 842-4240 Fax

Vendor #: 1131
PO Number: 00-910860
Date: 5/30/2018
Page: 1

Order From: NOZZLE NOLEN, INC.
5400 BROADWAY
WEST PALM BEACH, FL 33407-2699

Deliver to: MAINTENANCE SHOP
300 Middle Road
Riviera Beach FL 33404

Table with 3 columns: L/N, Description, Extension. Row 1: 1, DRYWOOD TERMITE RETREATMENTS SERVICE - COAST GUARD HOUSE/PEANUT ISLAND, \$14,242.75

Please Quote Purchase Order Number on all Correspondence

Subtotal \$14,242.75
Freight \$0.00
Tax \$0.00

Signature: Manuel Chinnici, Executive Director

Date: Tracy Carey, Purch mgr.

Order Total \$14,242.75

Signature: CFOL Dep. Director

Port of Palm Beach District
Request for Equipment, Supplies/Office Supplies and/or Services



Requestor: Maggie Ferro	Date Requested 5/30/2018
Department: Facilities	Date Needed ASAP
Amount: \$14,242.75	PO Number

Services/Supplies Needed:

Drywood Termite Retreatment Service

What will these services/supplies be used for?

To treat termites at coast guard house on Peanut Island

Where will these services/supplies be used?

Coast Guard House on Peanut Island

Fixed Asset? Yes ___ No X

If yes, list specific location of where item will be utilized:

For replacements - list quantity, description and location of item(s) being replaced:

G/L Account Number: 00-02-000-20-5560-00

To be billed back YES NO

If yes, responsible party?

Names of companies contacted and their quotations: (Attach copies of any written documentation received)

<u>Company Name</u>	<u>Phone No.</u>	<u>Contact</u>	<u>Amount</u>
Nozzle Nolen	561-844-3544	Services	\$14,242.75
Orkin	561-713-8499	Gary	\$14,673.00
Hulett	561-686-7171	Services	No Response

	<u>Signature</u>	<u>Date</u>
Requestor -----		5/30/2018
Dept. Manager (Up to \$500) -----		
Department Director (Up to \$2,000) -----		5/30/2018
CFO/Deputy Director (Up to \$10,000) -----		
Executive Director (\$10,000.01 to \$25,000) --		5/30/18



Tech Referral

NOZZLE NOLEN, INC.
5400 BROADWAY • WEST PALM BEACH, FLORIDA 33407 • 561-844-3544
WOOD DESTROYING ORGANISM AGREEMENT

RESIDENTIAL: COMMERCIAL:
**Peanut Island
House, Boathouse and Bunker**
City Riviera Beach State FL Zip Code 33404
Phone Number _____
Email Address _____

Contract Date: _____
Bill to Name _____
Bill to Address _____
City _____ State _____ Zip Code _____
Phone _____

Indicate the number of buildings included under this agreement: 3 Linear ft: 500 Cubic ft: 200k
Structure(s) to be treated: Single Family Detached Garage Multi-Unit Other

NOZZLE NOLEN, INC is hereby authorized to treat the premises described above for the control of:

- DRYWOOD TERMITES Fumigation Spot Treatment- Location: _____
- SOIL TREATMENT (Pre Treatment)
- SUBTERRANEAN TERMITES Control Prevention Subterranean Treatment for Bunker, House and Boathouse.
- SUBTERRANEAN TERMITES BAITING SYSTEM Control Prevention Tent Fumigation for House and Boathouse
- SUB & DRYWOOD PREVENTION
- OTHER: _____

METHOD OF PAYMENT: Cash Credit Card CC Swiper Check
MONIES COLLECTED: _____

Initial Treatment..... \$14,242.75
Other Fees..... _____
Tax (commercial)..... 7% if applicable
Total Price..... _____
Less Downpayment..... _____
Unpaid Balance..... _____
Due Upon Completion... _____

SELECTED PROTECTION PROGRAM AND LIMITED WARRANTY

- LIMITED PROTECTION PROGRAM**
Retreatment Only
- REPAIR PROTECTION PROGRAM**
Includes Repair & Retreatment
- SINGLE TREATMENT PLAN**
No Guarantee

DISCLAIMERS, LIMITATIONS, CONDITIONS OR EXCLUSIONS ON NOZZLE NOLEN, INC'S OBLIGATION TO REPAIR OR RETREAT ARE DESCRIBED BELOW AND REVERSE SIDE.

OWNERS RIGHT TO CANCEL:
IF THIS IS A HOME SOLICITATION SALE AND IF YOU DO NOT WANT THE SERVICES YOU MAY CANCEL THIS AGREEMENT BY PROVIDING WRITTEN NOTICE TO NOZZLE NOLEN, INC. IN PERSON, BY TELEPHONE, EMAIL OR MAIL. THIS NOTICE MUST INDICATE THAT YOU DO NOT WANT THE SERVICES AND MUST BE DELIVERED OR POSTMARKED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS AGREEMENT. CUSTOMERS WILL BE RESPONSIBLE FOR FULL PAYMENT OF SERVICES RENDERED BEFORE CANCELLATION.
-THIS AGREEMENT DOES NOT ADDRESS HEALTH IMPLICATIONS OR AIR QUALITY-

REMARKS: Location Notice of Treatment _____

Accepted by: _____ **Mark George and Kevin Grindell**
Buyer or Buyers' Agent Representative of Nozzle Nolen, Inc.

- PROTECTION PROGRAMS:**
The type of Guarantee checked above will apply upon completion of initial treatment and payment in full. The REPAIR PROTECTION PROGRAM and LIMITED PROTECTION PROGRAM are defined in detail and are subject to the General Terms and Conditions on the reverse side of this Agreement. IN SUMMARY, THE REPAIR PROTECTION PROGRAM PROVIDES FOR ANY RETREATMENT NECESSARY AS WELL AS REPAIR OF NEW DAMAGE TO THE STRUCTURE AND CONTENTS, AT NO ADDITIONAL COST TO THE OWNER. THE LIMITED PROTECTION PROGRAM PROVIDES FOR ANY RETREATMENT AT NO ADDITIONAL COST TO THE OWNER. Reinspection of the premises will be made annually upon renewal of this Agreement and within the time required by Florida law. Customer is responsible for scheduling reinspection and ensuring access to the structure.
- CONTINUOUS PROTECTION (SINGLE TREATMENT PLAN NOT SUBJECT TO CONTINUOUS PROTECTION)**
The initial treatment, including any new construction, is guaranteed for 2 years effective from 20 to 20 at a renewal rate of \$ 2136. The guarantee can be renewed each year (rates may vary after the first year) unless canceled in writing by either party with thirty (30) days' notice.
- TRANSFER OF OWNERSHIP**
This Agreement and Protection Program is transferable to new owners with written notification to NOZZLE NOLEN, Inc.
- ALLERGIES AND SENSITIVITIES**
If you, or any occupants, are prone to allergic reactions or sensitivities to dust, pollen, are sensitive to chemical odors, or suffer from any respiratory illnesses, you should consult your physician before any service is performed on your property and avoid the premises as the physician directs.

LIMITED PROTECTION PROGRAM GUARANTEE

- Re-Treatment Only -

Subject to the graph and Specifications and the General Terms and Conditions below and if selected on the front, this Agreement provides a LIMITED PROTECTION GUARANTEE.

1. NOZZLE NOLEN, INC. guarantees to perform any re-treatment if deems necessary AT NO ADDITIONAL COST TO THE OWNER as long as the protection is in force.
2. NOZZLE NOLEN, INC. assumes no responsibility or obligation for damage caused to the structure, its contents or personal property by termites or other Wood Destroying Organism(s). Customer waives and releases NOZZLE NOLEN, INC. from any liability for termite damage repairs.

REPAIR PROTECTION PROGRAM AND LIMITED WARRANTY

- Re-Treatment Only -

Subject to the graph and Specifications and the General Terms and Conditions below and if selected on the front, this Agreement provides REPAIR PROTECTION PROGRAM AND LIMITED WARRANTY applying to NEW DAMAGE to the structure and contents. EXISTING DAMAGE PRIOR TO INITIAL TREATMENT IS EXCLUDED.

1. NOZZLE NOLEN, INC. will perform any re-treatment it deems necessary and make such repairs as necessary to correct new damage provided:
 - A. Damage was caused by the specified Wood Destroying Organism(s).
 - B. Nozzle Nolen, Inc. finds the damaged area(s) infested with live Wood Destroying Organism(s). Unless Live Wood Destroying Organism(s) are found in the damaged area(s), the damage will be considered EXISTING DAMAGE and WILL NOT BE COVERED UNDER THIS AGREEMENT.
 - C. All repair work will be performed by contractor(s) authorized by Nozzle Nolen, Inc. only, unless otherwise agreed upon in writing. It is Customer's obligation to ensure that, in the event of any repairs, the contractor displays a building permit and advises NOZZLE NOLEN, Inc. in writing of any work performed without a visible building permit.
2. This future damage repair Guarantee will apply to all areas of the building except those area(s) where:
 - A. Wood members of the building are in direct contact with the ground.
 - B. A problem exists as a result of causes including, but not limited to, faulty plumbing, roofs, gutters, downspouts and/or poor drainage, supplying water for the termites to survive without returning to the ground.
3. This Guarantee provides for future damage protection against new Wood Destroying Organism(s) damage up to a maximum aggregate amount not to exceed \$ [REDACTED]
4. For baiting systems, the repair guarantee will take affect twelve (12) months after baiting system is installed or at colony elimination, whichever occurs first, "Colony Elimination" is defined as two consecutive months of active feeding on the bait, followed by two consecutive months of no activity. Tampering with the baiting components renders this contract voidable. All baiting components remain the property of NOZZLE NOLEN, Inc. Customer agrees to allow NOZZLE NOLEN, Inc. to remove them upon termination of this Agreement.

GENERAL TERMS, CONDITIONS AND LIMITATIONS

- A. **EXISTING DAMAGE.** Termites often cause hidden damage. Conventional liquid baiting systems use slow acting termiticides intended to spread among colony members. Damage is still possible during this process. NOZZLE NOLEN, Inc. is not responsible for the repair of either visible damage (noted on Inspection Graph) or hidden damage existing as of the date of this Agreement. Because damage may be present in areas which are inaccessible to visual inspection, NOZZLE NOLEN, Inc. does not guarantee that the damage disclosed in the initial Inspection Graph of in inspection reports represents all existing damage.
- B. **CONDUCTIVE CONDITIONS.** Customer agrees to cooperate with NOZZLE NOLEN, Inc. during the terms of this Contract by avoiding and eliminating water leakage in treated areas, in interior areas or through the roof of exterior walls of Structure(s) that may destroy the effectiveness of a treatment or contribute to a new infestation. Customer is responsible for making timely repairs as necessary to stop such leakage or other conditions conducive to termite infestation identified by NOZZLE NOLEN, Inc. NOZZLE NOLEN, Inc. reserves the right to terminate this contract if customer fails to correct any conducive condition identified by NOZZLE NOLEN, Inc. within sixty (60) days of written notification. Customer's failure to eliminate the conducive condition within sixty (60) days following notification will render this Contract voidable by NOZZLE NOLEN, Inc. No Guarantee covers infestation and/or reinfestation caused by wood and/or furniture introduced into the structure after its initial treatment.
- C. **STRUCTURAL CHANGES.** Any alterations or additions to the structure must be reported to NOZZLE NOLEN, Inc. in advance so that we may make necessary treatments to insure proper control (Subterranean Termites Only). NOZZLE NOLEN, Inc. reserves the right to charge for additional treatments in these instances.
- D. **FUMIGATION.** NOZZLE NOLEN, Inc. may fumigate the structure for control of Drywood Termites. NOZZLE NOLEN, Inc. reserves the right to perform the fumigation services through an independent contractor it selects. Customer agrees, to comply with Fumigation Preparation Checklist before fumigation occurs. Customer understands that the fumigation may be cancelled or rendered ineffective if Customer does not comply. Customer Signature [REDACTED]
- E. **INVASIVE INSPECTIONS.** This contract does not impose any obligation on NOZZLE NOLEN, Inc. to perform destructive or invasive inspection into the structure. If this is a repair contract, NOZZLE NOLEN, Inc. is not responsible for the cost of repairing damage from invasive inspections where live termites are not found.
- F. **NON-PAYMENT.** In the event that Customer fails to pay any sum due and owed under the terms of this Agreement and protection program, NOZZLE NOLEN, Inc. has the right to terminate this Contract. In the event a collection service is utilized or legal action becomes necessary to recover any and all unpaid balances. Customer will be responsible to pay all costs associated with collection including attorney's fees. Attorney fees are recoverable by the prevailing party only in an action for collection of unpaid amounts due under this contract and for no other type of action.
- G. **DAMAGES.** Customer is not entitled to consequential or punitive damages. Every precaution will be taken, but NOZZLE NOLEN, Inc. shall not be responsible for damages to lawns, shrubbery, roof tiles, plants, screen or canvas structures, TV or radio antennas, lightning rods or any type of damage to pipe, tubing or conduit other than metal.
- H. **ARMS-LENGTH TRANSACTION.** This is an arms-LENGTH transaction and no party intends to create a fiduciary relationship.
- I. **ACTS OF GOD.** NOZZLE NOLEN, Inc.'s obligations are excused in the event that hurricanes, tornadoes, floods or other acts of God prevent NOZZLE NOLEN, Inc. from performing.
- J. I acknowledge I have received the product fact sheet from Nozzle Nolen, Inc Customer Signature _____

THE TERMS AND CONDITIONS APPEARING ON THE FRONT AND REVERSE SIDE OF THIS AGREEMENT. CONSTITUTE THE ENTIRE AGREEMENT BETWEEN PARTIES
Any provision deemed unenforceable is hereby severed.

THIS AGREEMENT MUST BE SIGNED BY AN OFFICER OF NOZZLE NOLEN, INC. TO BE BINDING
(SEE THE ACCOMPANYING SPECIFICATIONS)

OWNER

OFFICER OF NOZZLE NOLEN, INC.

THIS AGREEMENT PROVIDES FOR RETREATMENT OF THE INFESTED AREA OF THE COVERED STRUCTURE(S) IN THE EVENT THAT DRYWOOD TERMITES REINFEST THE COVERED STRUCTURE(S), BUT THIS AGREEMENT DOES NOT PROVIDE FOR THE REPAIR OF DAMAGE CAUSED BY DRYWOOD TERMITES.



Orkin Pest Control
COMMERCIAL

GRID #

DRYWOOD TERMITE RETREATMENT FUMIGATION AGREEMENT
(Does Not Cover Subterranean or Formosan Termites)

THIS AGREEMENT IS CONTINGENT UPON THE APPROVAL AND SIGNATURE OF THE ORKIN BRANCH MANAGER, WHO HAS SOLE AUTHORITY TO EXECUTE IT ON BEHALF OF ORKIN.

Orkin shall fumigate and treat Customer's structure for Drywood termites using the treatment specified in the Treatment Report. Customer shall receive the following Service after the original treatment is performed.

LIMITED 5-YEAR RENEWABLE DRYWOOD TERMITE RETREATMENT SERVICE ("Service") (CO): Orkin will retreat the structure for any live reinfestation of Drywood termites at no cost to Customer during the Service period if an infestation of Drywood termites is found and all payments including annual renewal payments are current. **The Service will expire one (1) year from the date of the original treatment, unless it is timely renewed by the Customer. The Service may be renewed from year to year for a period which shall not exceed five (5) years from the date of the original treatment.** This Service does not cover any damage to the structure or contents. Customer agrees to maintain the treated structure free from any condition conducive to termite infestation including moisture, roof leaks, improper ventilation or faulty plumbing. Customer agrees to repair roof leaks and other structural leaks, to eliminate organic matter, and to caulk, paint and screen the structure as needed to prevent Drywood termite infestation. The existence of any of these conditions or the failure by the Customer to make the repairs or to take the actions set out above shall void the retreatment Service. In the event the structure is structurally modified or altered, the retreatment Service is void. ORKIN IS PERFORMING A SERVICE AND EXPRESSLY DISCLAIMS ANY GUARANTEE OF ANY KIND, WHETHER EXPRESS OR IMPLIED FOR ANY INJURY OR DAMAGE RELATED TO THE SERVICE PERFORMED. CUSTOMER EXPRESSLY RELEASES ORKIN FROM ANY CLAIMS FOR TERMITE DAMAGE OR REPAIR. Orkin assumes no responsibility for roof damage or shrub damage that occurs during the fumigation procedure unless caused by the sole negligence of Orkin. Orkin is not responsible for vandalism, theft or breaking and entering and any resulting personal or property damage during the fumigation and aeration procedure.

CUSTOMER'S OBLIGATIONS TO MAINTAIN RETREATMENT SERVICE: Customer agrees to maintain caulking, painting and screening of the treated structure as needed to prevent Drywood termite infestation. Customer agrees to maintain the treated structure free from the conducive conditions and in accordance with the terms of the paragraph above. Customer is required to identify and correct, at Customer's expense, all conducive conditions identified at the structure occurring after the execution of this Agreement. This responsibility rests exclusively with Customer, not with Orkin. Failure to honor the requirements to maintain the structure or to allow Orkin access for inspections or treatments, as appropriate, will void the Service.

Customer expressly waives and releases Orkin from any liability for any claim or damages to the structure or contents, including treatment or retreatment, caused by an infestation of Wood Destroying Fungi, Subterranean Termites, Formosan Termites, Boring Beetles, or any other Wood Destroying Insects. Customer also waives and releases Orkin from liability for any claim or injuries, damages, or losses of whatever nature or type related to mold or fungal growth.

RENEWAL: Customer shall pay an annual renewal fee of \$ 1761. The annual renewal will not increase for three (3) years after initial treatment. Thereafter, Orkin shall have the right to increase the annual renewal fee each year by an amount not to exceed ten percent (10%).

REINSPECTION: Orkin shall reinspect the treated structure as deemed necessary by Orkin or requested by Customer. Annual inspection will be made by Orkin if required by applicable State law or regulations.

LIMITATION OF LIABILITY: Customer acknowledges that Orkin is performing a service and waives any claims for personal or property damages related to the service Orkin performs, except for any damage to the structure caused by Orkin in the performance of its services. Customer agrees that Orkin shall not be responsible for any damage to the premises while treating the structure, including any damage to shrubs, trees or plants. When performing the treatment, it may be necessary for Customer to remove floor coverings, floors, excavate crawl spaces and provide access to walls, ceilings or floors. Customer shall be responsible for the cost of dismantling and reconstructing any item that is required to provide adequate access for treatment. Customer expressly waives any claim in any lawsuit, arbitration or legal proceeding against Orkin for breach of Agreement, negligence, other tort, or violation of any statute, rule or regulation, for loss of use, diminution of value, business interruption, economic, compensatory, or incidental or consequential damages of any kind, or any exemplary, treble, liquidated or any type of punitive damages. Customer agrees that under no circumstances shall Orkin be liable for any amount greater than the amount paid by the Customer to Orkin for the termite service to be performed.

I HAVE READ THE FRONT AND BACK OF THIS AGREEMENT AND AGREE TO ITS TERMS.

Port Of Palm Beach 5/23/2018
Customer Date

1 E 11th St
Street Address (Treated Premises)

Riviera Beach FI 33404
City State Zip Code

(561) 383-4145 (561) 383-4145
Home Phone Work Phone

County Name Palm Beach Is this within the City Limits? Yes No

Port Of Palm Beach
Billing Name (if different)
1 E 11th St

Billing Address (if different)
Riviera Beach FI 33404
City State Zip Code

Type of structure to be treated Coast Guard Station Compound/Peanut Is

Gary Barnes 676443
Inspector Name (PRINT) Employee ID # or Certification #

(561) 713-8499
Branch Telephone Number

THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BRANCH MANAGER

5/18/18
Branch Manager's Signature Date

1. Service Purchased:	
a. Initial Treatment Cost	\$ <u>14673.00</u>
b. Minus Adjustments	(\$ <u>0.00</u>)
c. Additional Renewal for _____ Years	\$ _____
Subtotal (sum a - b + c)	\$ <u>14673.00</u>
2. Other Items:	
a. Sales Taxes	\$ <u>0.00</u>
b. Other Fees	\$ <u>0.00</u>
Subtotal (sum a + b)	\$ <u>0.00</u>
3. TOTAL: Price (sum 1 + 2)	\$ <u>14673.00</u>
4. LESS: Down Payment	(\$ <u>0.00</u>)
5. Unpaid Balance (3 minus 4)	\$ <u>14673.00</u>

METHOD OF PAYMENT: FINANCED - See Separate Finance Agreement
 CASH - BALANCE DUE UPON COMPLETION OF WORK

DOWN PAYMENT MADE BY: CHECK # _____
 COMPLETE EASY PAYMENT FORM

1592 Donna Road
Branch Street Address

West Palm Beach FI 33409
City State Zip Code

5/18/18
Customer's Signature Date

LOCATION

Customer Email: mferro@portofpalmbeach.com

LIMITED ASSIGNABILITY: This Agreement is assignable as a **retreat only** Agreement to the new owner of the property under the following conditions: (a) the new owner presents the Orkin branch office written notice requesting that the Agreement be assigned; (b) Orkin conducts an inspection of the property, the results of which are satisfactory to Orkin; (c) Orkin consents in writing to the assignment of the Agreement; and (d) the new owner pays a transfer fee.

CHEMICAL INFORMATION WARNING: Customer shall notify all persons on the premises that Orkin will be applying pesticides or termiticides in and around the premises, and that virtually all pesticides and termiticides have some odor which may be present for a short time after application. If Customer knows of any person on the premises who believes they have a sensitivity to pesticides or termiticides or who has a medical condition affected by pesticides or termiticides, then Customer shall so notify Orkin in writing. At Customer's request, Orkin will provide information about the chemicals to be used in treating the premises.

ENTIRE AGREEMENT: This Agreement and the attached Treatment Report shall be the entire Agreement between Customer and Orkin. No other agreements, understandings or representations, whether written or oral, with respect to the Agreement shall be binding as they shall be merged into and superseded by this Agreement. Customer warrants and acknowledges that Customer has not relied on or been induced by any other agreements, understandings or representations, whether written or oral, in signing this Agreement. The terms of the Agreement stated herein may not be amended or altered unless a written change is approved and signed by a Corporate Officer of Orkin. No other employees or agents of Orkin have authority to amend or alter any part of this Agreement. If any provision or portion thereof, of this Agreement is found to be invalid or unenforceable, it shall not affect the validity or enforceability of any other part of this Agreement.

FORCE MAJEURE (Circumstances beyond Orkin's control): Orkin's obligations under this Agreement shall be cancelled if Orkin cannot perform its responsibilities due to Acts of God, including, earthquakes, storms, fires, floods, or because of a material change in circumstances including but not limited to acts of war, inaccessibility of the property, strikes, unavailability of termiticide, baits or other supplies from ordinary sources.

TERMINATION BY ORKIN: Orkin may terminate this Agreement, without notice, if the obligations set forth in this Agreement are not met by Customer, or in the event of a change in state or federal law or regulation that materially affects Orkin's obligations under this Agreement.

I HAVE READ THE FRONT AND BACK OF THIS AGREEMENT AND AGREE TO ITS TERMS.

BRANCH MANAGER'S INITIALS

CUSTOMER'S INITIALS

PROCEDURE FOR SULFURYL FLUORIDE FUMIGATION FOR EFFECTIVE FUMIGATION

the following steps will be necessary *prior* to fumigating

INTERIOR PREPARATION

- 1. Unlock and open all drawers and interior doors including garage, utility and storerooms, closets, cabinets, cupboards, chests, etc., to facilitate rapid circulation and aeration. Additionally, at least one window per room of a tarped building must be open before fumigation, unless prohibited by state or local ordinances.
- 2. All people must leave and all living things be removed from your home, such as pets, birds, fish in aquariums and growing plants.
- 3. All items for human consumption such as foods, beverages, drugs and medicines, (including those items in refrigerators and freezers) which are not in air-tight containers such as sealed glass or metal containers must be either: (a) Removed from the structure prior to fumigation, or (b) Placed in double "Nylofume" bags, and twist sealed with masking tape. Food not properly prepared is subject to disposal by the certified fumigator.
- 4. Remove all mattresses and pillows with waterproof covers such as "can't wet" mattresses for infants and sickroom. If the waterproof covers are removable, it is only necessary to remove the covers, not the mattresses. All other mattresses can be fumigated.
- 5. Extinguish all sources of heat, including open flames and pilot lights (hot water heaters, ranges, wall heaters, etc.). Natural gas service to the premises must be turned off prior to date of fumigation. All glowing electric heaters and electrical heating elements such as those in pianos, organs, etc., must be shut off before fumigation. Occupant arranges for utility company to turn gas back on and assumes any charges incurred.
- 6. Turn off all air conditioning units and all automatic switch controls for appliances and lighting systems, which will be included in the space to be fumigated.
- 7. Electricity must be available and left on for operation of fans.
- 8. Open all openings into crawl spaces or attics.

EXTERIOR PREPARATION

- 1. Exterior doors will be locked, and secured with secondary locking mechanisms, which should only be removed by Orkin personnel; Orkin will not be liable for damage caused by customer's attempt to remove secondary locking mechanisms. Keys to structure must remain either in the possession of the certified fumigator, or be left on the premises.
- 2. Lower all awnings attached to structure.
- 3. Remove all vines and trellises attached to the structure. Check ornamentals and shrubbery to be sure workmen have room (minimum clearance is 18 inches) to drop tenting materials between them and the structure.
- 4. Customer, on the day of fumigation, must water the ground immediately surrounding the structure for a distance of 18 inches outward and thoroughly saturate the same 18-inch soil strip to a depth of 8 inches.
- 5. Orkin is not responsible for vandalism, theft or breaking and entering during the fumigation and aeration procedures. Customer should arrange for security while structure is left unattended.
- 6. A thorough inspection of the crawl space must be made if accessible.
- 7. Inspect all foundation vents to ensure they are closed to prevent entry of pets or stray animals.
- 8. Inform neighbors of impending fumigation and ask that they manage their pets in a responsible manner.

COMPLETING FUMIGATION

- Upon completion of the fumigation, we will aerate the building thoroughly and check it with gas-detecting equipment until the structure is safe for re-occupancy.
- Reentering: When the structure is safe for re-occupancy, there will be a notice posted on the front door. **DO NOT ENTER UNLESS SAID NOTICE IS POSTED ON THE DOOR.**
- It will not be necessary to wash dishes, pots, pans, silverware, etc., as the gas leaves no residue.
- Our servicemen take every precaution to protect your property. However, we cannot assume responsibility for broken roof tiles or shrub damages caused during the fumigation procedure unless this damage results from Orkin's sole negligence.

I acknowledge receipt of the Fumigation Preparation Notices.

5/23/2018

5/23/2018

Inspector's Signature

Date

Customer's Signature

Date



900 W. 15th St.
 West Palm Beach, FL 33404
 Phone: (561) 798-5776 * Fax (561) 681-9878
 Email: daniel.beyel@beyel.com

Proposal # 45172
 PORT OF PALM BEACH
 300 WEST MIDDLE ROAD
 RIVIERA BEACH, FL 33404
 Attention: KEN HERN
 Phone: (561) 346-4119
 Fax:
 Email:

July 16, 2018

PROPOSAL

RE: Beyel Brothers, Inc. proposes to supply the following to:
 Move Equipment & Personnel To & From Peanut Island
 As Directed By Customer.

Jobsite: PEANUT ISLAND
 RIVIERA BEACH , FL 33404

Price:	(1) 180 X 50' Spud Barge With Tug Boat Based On 1 Day Minimum Port To Port	\$6,000 per day.
Price:	(1) 60 Ton Rough Terrain Crane With Operator Based On 8 Hrs. Minimum Portal To Portal Overtime Rate: After 8 Hrs. Shift & Saturdays Overtime Rate: Sundays & Holidays Freight In Freight Out	\$165.00 per hr. \$202.50 per hr. \$210.00 per hr. \$500 In \$500 Out
Price:	(1) 3 Man Rigging Crew With Forklift Based On 4 Hrs. Minimum Portal To Portal Overtime Rate: After 8 Hrs. Shift & Saturdays Overtime Rate: Sundays & Holidays	\$200.00 per hr. \$312.50 per hr. \$335.00 per hr.
Price:	(1) Wharfage (If Required To Load In Ft. Pierce)	\$4,500 In/Out
Price:	(1) Barge Ramps Based On 1 Week Minimum Port To Port	\$1,500 Contract Price

INDUSTRIAL CONTRACTOR * RIGGING * HEAVY HAULING * CRANE RENTAL
 TUG BOAT and BARGE RENTALS
 CHECK OUT OUR WEBSITE: www.beyel.com

Surcharge: 5% Will Be Added To Your Invoice

**Wharfage Will Not Be Charged If Customer Supplies Dockage
& Support Required At Port Of Palm Beach Free Of Charge.**

Interoffice Approval _____

TERMS & CONDITIONS:

1. **BUDGET PROPOSAL:** This is a budgetary proposal provided as a service to our customer and is not a binding offer to perform the work, as there still remains additional information required for us to furnish a firm price.
2. **PROPOSAL PRICE:** The prices quoted in this proposal are good for 30 days.
3. **EQUIPMENT AVAILABILITY:** As this is not a binding offer to perform the work, all equipment and prices are subject to availability.
4. **PROPOSAL INCLUSION:** This proposal and any sketches and addendum letters shall be included in any resulting contract.
5. **PROPRIETARY PROPOSAL:** This proposal and any sketches and addendum letters contain proprietary information that is not to be released to any other persons or firms without express written approval of Beyel Brothers, Inc.
6. **PRICE BREAKOUTS:** Our price was developed by assigning Equipment and Overhead costs over the entire work scope. Our proposal price breakouts (if noted) are for cost accounting purposes only and are not separate offers to perform a reduced work scope. Price breakouts are not to be construed for add/deduct purposes either.
7. **PAYMENT TERMS:** This proposal is based on C.O.D. payment terms, unless otherwise negotiated, without any retention. Beyel Brothers, Inc.'s payment is not contingent on payment from other firms. We do not agree to waive any lien rights that we may have prior to payment.
8. **NOTICE TO PROCEED:** Unless otherwise noted, Beyel Brothers, Inc. must be given at least a fourteen day (14) written notice to proceed prior to expected mobilization. This will allow sufficient time to develop procedures and drawings and to schedule crews and equipment. This fourteen (14) day notice does not assure, however, that all hauling permits on complicated heavy transport projects can be secured in as little as 1 week, as noted elsewhere.
9. **OVERTIME and HOLIDAY WORK:** This proposal is based upon our crews working normal working hours with occasional overtime for our convenience. It does not include working holidays, additional shifts or scheduled overtime. If Beyel Brothers, Inc. is required to do so, we will be paid for all premium time per our standard labor rates.
10. **TAXES:** Only Payroll Taxes are included in this price. Sales and Use Taxes, Property or any other taxes are not included in the proposal price.

INDUSTRIAL CONTRACTOR * RIGGING * HEAVY HAULING * CRANE RENTAL
TUG BOAT and BARGE RENTALS
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11. **BONDS:** Performance and Payment Bonds are not included, but can be included for an additional price on a cost plus 15% basis.

12. **LIQUIDATED AND CONSEQUENTIAL DAMAGES:** Beyel Brothers, Inc. has not agreed to accept any Liquidated Damages nor Consequential Damages for the price herein. We reserve the right to increase our price if any proposal contract or purchase order requires us to accept such.

13. **INSURANCE:** Beyel Brothers, Inc. carries insurance for **General Liability, Auto Liability, Workers Compensation and Excess Liability**. Additionally, we carry **Inland Marine Insurance** to cover the value of components being lifted or transported in our care, custody or control. We have not been furnished with the replacement values of the job materials on your project. We typically find that either the Owner or General Contractor have a **Builder's Risk Policy** in place to cover the replacement value of job materials from factory to foundation. Therefore, to save you money, we have not included this insurance in our pricing. If the **Builder's Risk Policy** has sufficient coverage to cover the replacement value of the equipment, "double coverage" can be avoided. To do so, Beyel Brothers, Inc. must be insured on the policy or named as additionally insured on the policy and provided a **waiver of subrogation** and **held harmless** for the replacement value. Beyel Brothers, Inc. must be supplied with a copy of the policy for review and provided with written confirmation of the replacement values of job materials.

Alternately, we can provide the replacement value coverage to any amount necessary for an additional price.

14. **LABOR AGREEMENTS:** We are unaware of the existence of any Project, Local or National Labor Agreements to which the contractor on site or project owner may have will accede. This work has been bid and will be performed with Open Shop Labor provided by Beyel Brothers, INC. If the project owner or contractor require (by virtue of any Labor Agreements) that Beyel Brothers, Inc. perform this work using Union Labor, Beyel Brothers, Inc. will be compensated by our Customer for all extra cost including wage and benefit differentials, reduced productivity, additions to crew size and additional time on site for our equipment.

15. **DAVIS-BACON AND RELATED ACTS:** Beyel Brothers, Inc., is unaware of the existence of any federally funded or assisted contracts for the construction, alteration or repair of public buildings or public works to which the on-site contractor or project owner is required to comply with wages under Davis-Bacon or its related acts. This work has been bid and will be performed based on wages that are established and provided by Beyel Brothers, Inc. If the project owner or contractor requires that Beyel Brothers, Inc., perform this work using wages established by Davis-Bacon or its related acts then Beyel Brothers, Inc., will be reasonably compensated by our Customer for any and all additional costs including but not limited to wage, over-time and fringe benefit differentials associated with this project.

16. **SCHEDULE UNCERTAINTY:** Upon award, Beyel Brothers, Inc. will commit to have equipment and crews available for your project based on the schedule known at that time. Since manufacturer's schedules and rail shipments have many schedule uncertainties, we promise to do our best to accommodate schedule changes as they occur without delay to your project schedule. While we cannot give absolute assurance that we can be available for different scheduled dates, we promise to do our best for our customer. We cannot be responsible for rail car demurrage charges or other delays that may result from changes in shipping or site schedules that are not under our control.

17. **STATE PERMITTING AND ROUTING:** Rates are subject to the approval of permits and state routing. Included are the budgetary numbers for civilian and police escort.

18. **ADDITIONAL REQUIREMENTS:** Beyel Brothers' cranes are inspected and certified annually. Any additional certifications required by customer for cranes and/or testing conducted by customer or customer's designated company regarding Beyel Brothers personnel (i.e. drug testing, background check, fingerprinting) will be at customer's expense.

19. **ACTUAL WEIGHT OF OBJECT:** Customer will be solely responsible for determining the actual weight of any object they intend to lift while using the services of Beyel. Unless the parties agree otherwise and the same is put in writing and signed by both parties, Beyel owes no duty whatsoever to Customer in calculating the actual weight of any object which Customer intends to lift. When the actual or estimated weight(s) of any object to be lifted is provided to Beyel from either the Customer, its agent, a representative, officer, director, affiliate or employee of Customer and Beyel provides Customer the necessary personnel, equipment and materials to perform the lift based on the weight(s) represented and its determined by Beyel during the lifting process that the represented weight(s) are incorrect and the same will exceed the equipments rated load capacity for the objects intended lift radius then before proceeding any further the Customer agrees to immediately indemnify and pay Beyel in full, utilizing Beyel's standard commercial rates, for any and all costs, expenses, demurrage and overtime that were incurred for the personnel, equipment, and materials that were either used, mobilized, or on stand-by during the Customers scheduled lift.

20. **ADVANCED FEES:** Any advanced monies requested and received by Beyel from Customer pursuant to this written proposal or any other agreement will be deemed an advanced fee for the mobilization and demobilization of Beyel's equipment and personnel which will become non-refundable and fully earned by Beyel when the first piece of equipment is mobilized for Customer's intended project.

21. **CORRESPONDENCE:** All correspondence regarding documentation (purchase orders, pre-qualification forms, contracts or subcontractor agreements should be addressed to Beyel's Corporate Office: P.O. Box 236246, Cocoa, FL 32923 attn: Contracts or via email purchaseorders@beyel.com.

Accepted by

Beyel Brothers, Inc.

Daniel Beyel, III

Beyel Brothers, Inc. appreciates your interest in utilizing our services, and if I may be of further assistance, please do not hesitate to contact me at 561-798-5776. Thank you.