



**CITY OF BOYNTON BEACH
APPROVED REQUESTS FOR PURCHASES OVER \$10,000
FOR DECEMBER 2016**

1. Vendor: HD Supply Waterworks	Purchase Amount: \$14,550.00
Requesting Department: Warehouse	Contact Person: Mike Dauta
	Date: 12/5/16
Brief Description of Purchase: Purchase fire hydrants for Warehouse Stock.	
Source for Purchase: Three Written Quotes	Fund Source: 502-0000-141-01-01-00
2. Vendor: Bedding Barn	Purchase Amount: \$10,880.00
Requesting Department: Fire	Contact Person: Capt. Robert Kruse
	Date: 12/8/16
Brief Description of Purchase: Mattresses for Firefighter bunk rooms.	
Source for Purchase: Three Written Quotes	Fund Source: 001-2210-522-52-20
3. Vendor: Big Truck Rental, LLC	Purchase Amount: \$21,550.00
Requesting Department: Public Works	Contact Person: Chris Roberts
	Date: 12/9/16
Brief Description of Purchase: Emergency rental of 2 automated side loaders for the Solid Waste Division.	
Source for Purchase: Emergency Purchase	Fund Source: 431-2515-534-49-17
4. Vendor: Telvue Corporation	Purchase Amount: \$16,000.69
Requesting Department: ITS	Contact Person: John McNally
	Date: 12/13/16
Brief Description of Purchase: The Telvue/BBTV upgrade project is approved in the FY1617 Budget. This will replace end-of-life hardware, software & infrastructure to continue supporting & broadcasting on BBTV Comcast channel for Boynton Beach subscribers.	
Source for Purchase: Sole Source	Fund Source: 001-1510-513-64-15

5. Vendor: CPH, Inc.		Purchase Amount:	\$17,150.00
Requesting Department:	Public Works	Contact Person:	Chris Roberts
		Date:	12/14/16
Brief Description of Purchase: Emergency drawings for two directional bores on Congress Avenue, as requested by Palm Beach County permitting.			
Source for Purchase:	Bid #017-2821-14/DJL	Fund Source:	001-2730-572-46-98
6. Vendor: Legacy Lockers, LLC		Purchase Amount:	\$24,949.00
Requesting Department:	Fire	Contact Person:	Capt. John Canela
		Date:	12/22/16
Brief Description of Purchase: Replace lockers & bed frames at Fire Station #1.			
Source for Purchase:	Three Written Quotes	Fund Source:	691-5000-590-04-97

**PURCHASE ORDER
CITY OF BOYNTON BEACH, FLORIDA**

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 170586
DATE: 12/05/16

VENDOR 1477

TO: HD SUPPLY WATERWORKS
1101 NW 17TH STREET
RIVIERA BEACH, FL 33404

SHIP TO:
City of Boynton Beach

LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

REQUISITION NO. 67900	ORDERING DEPARTMENT: JEN	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	6.00	EA	5 1/4 SIEGLOCK SPARTAN BARREL 42" MUST BE RED 700-57-119	2425.0000	14550.00

*** SHIPPING INSTRUCTIONS ***

TO: WAREHOUSE #2
222 NE 9TH AVENUE
BOYNTON BEACH, FL 33435

REMARKS:
WAREHOUSE STOCK
DO NOT MAIL PO - WAREHOUSE WILL SEND TO VENDOR

PROCUREMENT SERVICES:	<i>JWH 12/6/16</i>	P.O. TOTAL:	14550.00
ACCOUNT NO.	PROJECT		

PURCHASE REQUISITION NBR: 0000067900
REQUISITION BY: JEN
SHIP TO LOCATION: WAREHOUSE
STATUS: PURCHASING APPROVAL
REASON: WAREHOUSE STOCK
DATE: 12/02/16

SUGGESTED VENDOR: 1477 HD SUPPLY WATERWORKS
DELIVER BY DATE: 12/02/16

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	5 1/4 SIEGLOCK SPARTAN BARREL 42" MUST BE RED	6.00	EA	2425.0000	14550.00	

REQUISITION TOTAL: 14550.00

REQUISITION QUOTES
SELECTED VENDOR: 14550.0000
14838.7200
16032.0000
VENDOR NAME: 1477 HD SUPPLY WATERWORKS
11948 FORTILINE WATERWORKS
1028 FERGUSON UNDERGROUND INC.

ACCOUNT INFORMATION
ACCOUNT: 50200001410100
PROJECT: INVENTORY-WARHS COMM
AMOUNT: 14550.00
%: 100.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

WAREHOUSE 2 STOCK DO NOT ORDER WE WILL EMAIL QUOTES ATTACHED AND EMAILED TO LEAH.

APPROVALS

City Manager [Signature] Date 12/15/16
Finance Dept. [Signature] Date 12/16
Risk Manager _____ Date _____
City Attorney _____ Date _____



CITY OF BOYNTON BEACH

REQUEST FOR PURCHASE OVER \$10,000

Date: 12/2/2016

Requesting Department: Warehouse Contact Person: Michael Dauta

Explanation for Purchase:

Purchase fire hydrants for Warehouse stock. Req # 67900

Recommended Vendor HD Supply

Dollar Amount of Purchase \$14,550.00

Source for Purchase (check and attach backup materials):

Three Written Quotations	<input checked="" type="checkbox"/>	GSA	<input type="checkbox"/>
State Contract	<input type="checkbox"/>	PRIDE/RESPECT	<input type="checkbox"/>
SNAPS	<input type="checkbox"/>	Sole Source	<input type="checkbox"/>
Piggy-Back	<input type="checkbox"/>	Budgeted Item	<input type="checkbox"/>
Emergency Purchase	<input type="checkbox"/>	Other	<input type="checkbox"/>

Contract Number: _____

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:

502-0000-141-0100

Approvals:

Department Head	<u>[Signature]</u>	Date	<u>12/1/16</u>
Purchasing Agent	<u>[Signature]</u>	Date	<u>12/2/16</u>
Asst City Manager	_____	Date	_____
City Manager	<u>[Signature]</u>	Date	<u>12/5/16</u>

Requisition # 67900

VENDOR PRICE QUOTES

(700-57-119)

MATERIAL 5 1/4" 42" Sigelock Spartan Barrel Hydrant (must be red)

1. Hd supply \$ 14,550.00 for 6

Name: Steve Phone 848-4396

2. fortiline \$ 14,838.72 for 6

Name: Dave Phone 253-9886

3. ferguson \$ 16,032.00 for 6

Name: Drew Phone 844-3222

4. _____

Name: _____ Phone _____

5. _____

Name: _____ Phone _____



Bid Proposal for Boynton Beach 42" Hydrants

CUSTOMER	<p>BOYNTON BEACH, CITY OF WAREHOUSE DIVISION 222 NE 9TH AVENUE BOYNTON BEACH, FL 33425 Contact: Jen Paciello (T) 561-742-6294 (F) 561-742-6295 (E) Pacielloj@bbfl.us</p>	<p>Job Boynton Beach 42" Hydrants Bid Date: 12/01/2016</p>
	CONTACT	<p>Sales Representative Steve Havelka (T) 561-848-4396 (F) 561-845-7267 (E) Steve.Havelka@hdsupply.com</p>
NOTES		



Bid Proposal for Boynton Beach 42" Hydrants

BOYNTON BEACH, CITY OF
Bid Date: 12/01/2016
HD Supply Bid #: 210254

HD Supply Waterworks
1101 W 17th St
Riviera Beach, FL 33404
Phone: 561-848-4396
Fax: 561-845-7267

Seq#	Qty	Description	Units	Price	Ext Price
10	6	5-1/4 SIGELOCK HYD 3'6"B 6MJ LESS ACC	EA	2,425.00	14,550.00
		MUST BE RED			
				Sub Total	14,550.00
				Tax	0.00
				Total	14,550.00

TERMS AND CONDITIONS OF SALE ("Terms")

1. All references in this document to "Seller" shall include HD Supply, Inc. and / or any parent, subsidiary or affiliate of HD Supply, Inc. (including any division of the foregoing) whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".
2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.
3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.
4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.
5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation; Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.
6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.
8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
9. Unless otherwise agreed in writing, payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.
10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.
11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to HD Supply, Inc. or to any affiliate, parent or subsidiary of HD Supply, Inc.
12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of Georgia without regard to conflicts of laws rules, and specifically excluding the UN Convention on Contracts for the International Sale of Goods. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Cobb County, Georgia, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.
14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.
15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 6, 9, 10, 11 and 12.

QUOTE



CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
211593	FORTILINE RIVIERA BEACH	5598098	12/02/16	1

CUSTOMER	PROJECT INFORMATION
CITY OF BOYNTON BEACH PO BOX 310 ACCOUNTS PAYABLE BOYNTON BEACH, FL 33425	SIGELOCK HYDRANT 42"

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10	6	EA	5 1/4" 42" BARREL SIGELOCK SPARTAN BARREL HYDRANT RED	2,473.1200	14,838.72
				Subtotal:	14,838.72
				Tax:	.00
				Bid Total:	14,838.72

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All material is quoted for shipment within 30 days of bid or quote date. After 30 days,

ALL quote prices are subject to review, based on current market conditions.

Ent By DHG 12/02/16 7:43:04



FEI - RIVIERA BEACH WW #1208
 3697 INTERSTATE PARK RD S
 RIVIERA BEACH, FL 33404

Phone: 561-844-3222
 Fax: 561-848-7001

Deliver To: From: Drew Petonick Comments:

14:42:45 DEC 01 2016

FEI-POMPANO BEACH, FL WW #125

Price Quotation
 Phone: 561-844-3222
 Fax: 561-848-7001

Bld No: B318607
 Bld Date: 12/01/16
 Quoted By: DVP

Cust Phone: 561-742-6317
 Terms: NET 10TH PROX

Customer: CITY OF BOYNTON BEACH
 ATTN FINANCE DEPT
 PO BOX 310
 100 E BOYNTON BEACH BLVD
 BOYNTON BEACH, FL 33435

Ship To: CITY OF BOYNTON BEACH
 ATTN FINANCE DEPT
 PO BOX 310
 100 E BOYNTON BEACH BLVD
 BOYNTON BEACH, FL 33435

Cust PO#:

Job Name: SIGLOCK

Item	Description	Quantity	Net Price	UM	Total
SP-SIGELOCKHYD	SIGELOCK FIRE HYDRANT L/A 42" BURY	1	2675.000	EA	2675.00
	PRICE INCLUDES SHIPPING				

Net Total: \$2675.00
 Tax: \$0.00
 Freight: \$0.00
 Total: \$2675.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolselleya.com/terms_conditionsSale.html. Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

**PURCHASE ORDER
CITY OF BOYNTON BEACH, FLORIDA**

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 170588
DATE: 12/08/16

VENDOR 15458

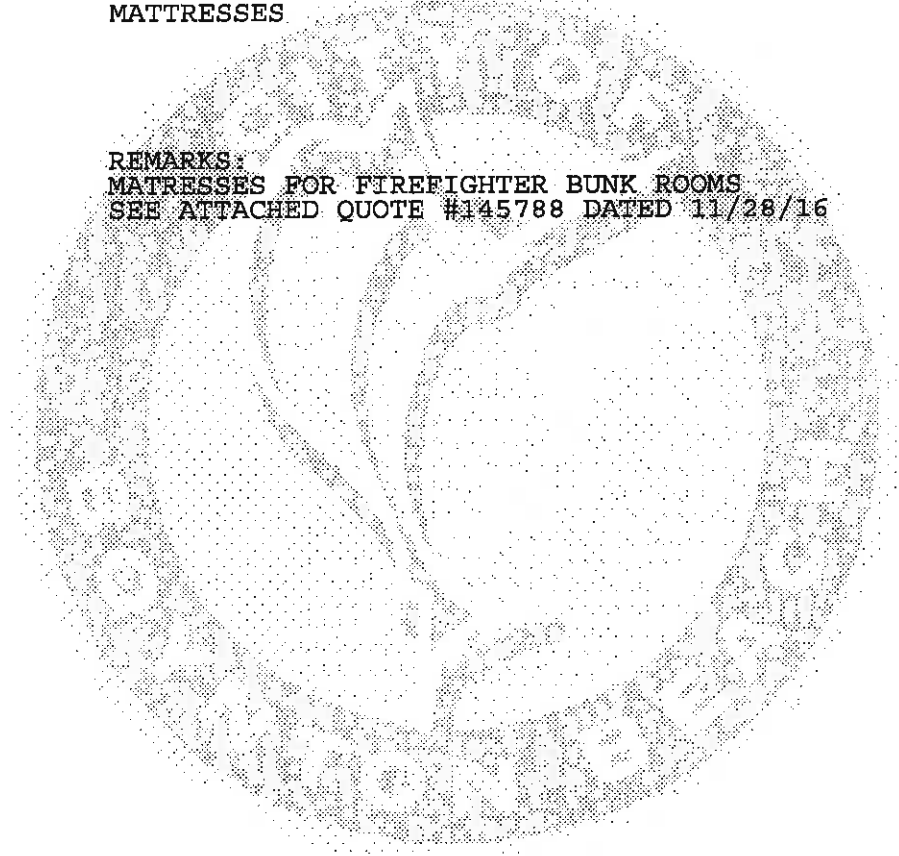
TO: BEDDING BARN, INC
3101 W. BOYNTON BCH BLVD
BOYNTON BEACH, FL 33436

SHIP TO:
City of Boynton Beach
FIRE STATION NO. 5
2080 HIGH RIDGE ROAD
BOYNTON BEACH, FL 33426

REQUISITION NO. 67892	ORDERING DEPARTMENT: OUIDA/ FIRE	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	34.00 EA	TWIN EXT LONG HICKRY FIRM/W CLASSIC BED PROTECTOR VENDOR ITEM NO.- EXT LONG MATTRESSES	320.0000	10880.00

REMARKS:
MATTRESSES FOR FIREFIGHTER BUNK ROOMS
SEE ATTACHED QUOTE #145788 DATED 11/28/16



PROCUREMENT SERVICES:	<i>Justin [Signature]</i>	P.O. TOTAL:	10880.00
ACCOUNT NO. 001-2210-522.52-20	PROJECT		

PURCHASE REQUISITION NBR: 0000067892
 STATUS: DEPT APPROVAL
 REASON: MATTRESSES
 DATE: 12/01/16

REQUISITION BY: OUIDA/ FIRE
 SHIP TO LOCATION: FIRE STATION 5/EOC
 SUGGESTED VENDOR: 15458 BEDDING BARN, INC
 DELIVER BY DATE: 12/08/16

1 TWIN EXT LONG HICKRY FIRM/W CLASSIC BED PROTECTOR 34.00 EA 320.0000 10880.00 EXT LONG MATTRESSES
 COMMODITY: SECURITY, FIRE, SAFETY SERV
 SUBCOMMOD: FIRE & SAFETY SERVICES

REQUISITION TOTAL: 10880.00

REQUISITION QUOTES
 14920.5600
 23505.2700
 VENDOR NAME
 MATTRESS 1
 MATTRESS FIRM

A C C O U N T I N F O R M A T I O N

LINE # ACCOUNT PROJECT AMOUNT
 1 00122105225220 OPERATING SUPPLIES 10880.00
 OPR EQUIPMENT <\$750 10880.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:
 Please see vendor quotes attached.
 Respectfully,
 Ouida

APPROVALS

City Manager [Signature] Date 12/5/14
 Finance Dept. [Signature] Date 12/5/14
 Risk Manager _____ Date _____
 City Attorney _____ Date _____



CITY OF BOYNTON BEACH

REQUEST FOR PURCHASE OVER \$10,000

Date: 12/1/2016

Requesting Department: FIRE RESCUE Contact Person: QUIDA

Explanation for Purchase:

Budgeted, mattresses for the Firefighter bunk rooms.

Recommended Vendor BEDDING BARN, INC.

Dollar Amount of Purchase \$10880.00

Source for Purchase (check and attach backup materials):

- | | | | |
|--------------------------|-------------------------------------|-------------|--------------------------|
| Three Written Quotations | <input checked="" type="checkbox"/> | GSA | <input type="checkbox"/> |
| State Contract | <input type="checkbox"/> | PRIDE | <input type="checkbox"/> |
| SNAPS | <input type="checkbox"/> | RESPECT | <input type="checkbox"/> |
| Piggy-Back | <input type="checkbox"/> | Sole Source | <input type="checkbox"/> |
| Emergency Purchase | <input type="checkbox"/> | Other | <input type="checkbox"/> |

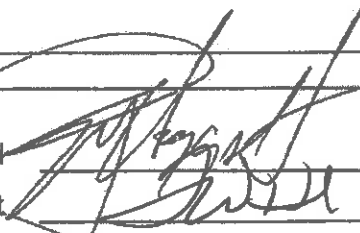
Contract Number: ext. 6329

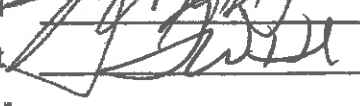
NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:


001-2210-522-52-20

Approvals:

Department Head 

Purchasing Agent 

Asst City Manager _____

City Manager 

Date 12/1/2016

Date 12/5/16

Date _____

Date 12/5/16



Customer Satisfaction Since 1965

3101 WEST BOYNTON BEACH BLVD.
BOYNTON BEACH, FL 33436
(561) 734-9041
www.beddingbarn.com

Open
Mon - Sat 9-9
Sun 10-6

Lonnie



CUSTOMER COPY

BEDDING BARN® 145788

Everything for Sleep At Low Discount Prices

2063 Palm Beach Lakes Blvd. • West Palm Beach, FL 33409 (561) 684-0300
 4230 S. University Dr. • Davie, FL 33328 (954) 475-9035
 8201 W. Commercial Blvd. • Tamarac, FL 33351 (954) 726-3920
 2727 West Hillsboro Blvd. • Deerfield Beach, FL 33442 (954) 360-7558
 3101 West Boynton Beach Blvd. • Boynton Beach, FL 33496 (561) 734-9041

Name: *Robert Kruse c/o B.B. Frn Dept*
 Address: *2080 High Ridge Rd.*
 City: *13A* State: *FL* Zip: *33410*
 APT. NO.:
 HOME PHONE: *561-7112*
 WORK PHONE: *10630*

STORE	SALESMAN	DATE	SHE DATE	SPECIAL ORDERS NOT SUBJECT TO CANCELLATION	
QTY.	DESCRIPTION	PRICE	AMOUNT		
<i>34</i>	<i>TWIN x LONG MATTES</i>				
	<i>SENTA Hickory By Firm</i>		<i>#10880.00</i>		
	<i>\$320.00 EACH MATT</i>				
<i>24</i>	<i>CLASSIC PROTECT-A-BED</i>				
	<i>MATRESS PROTECTOR</i>				
<i>#1 MANUFACTURER IN INDUSTRY</i> <i>Memory Foam w/ spring</i> <i>FOAM ENCASMENT</i>					
CUSTOMER SIGNATURE <i>X [Signature]</i>					

PAYMENTS				CASH	SUB TOTAL
AMOUNT	DATE	AMOUNT	DATE	<input type="checkbox"/>	<i>10,880.00</i>
B.D.				CHECK	SHIPPING CHARGE
PAY.				<input type="checkbox"/>	<i>in c</i>
B.D.				MC	SUB TOTAL
PAY.				<input type="checkbox"/>	<i>10,880.00</i>
B.D.				VISA	SALES TAX
PAY.				<input type="checkbox"/>	<i>EXEMPT</i>
B.D.				AMEX	TOTAL
PAY.				<input type="checkbox"/>	<i>10,880.00</i>
B.D.				DISCOVER	DEPOSIT
PAY.				<input type="checkbox"/>	<i>0</i>
				OTHER	BALANCE DUE
				<input type="checkbox"/>	<i>10,880.00</i>

Customer deposits that are unclaimed six months after the date of the last deposit shall become the property of Bedding Barn to compensate it for damages caused by breach of the sales contract by the customer.

Kruse, Robert

From: Kruse, Robert
Sent: Thursday, December 01, 2016 8:48 AM
To: Kruse, Robert
Subject: Budget items

Vicki,

Please see attached for the 3 quotes for the mattress. This is for station 2, 4, and 5 for a total of 34 twin XL mattress. The quote includes delivery, mattress covers, and removal of the old mattress. Please contact me if you have any questions.

Thank you,



Robert Kruse
Captain
Boynton Beach Fire Rescue
City of Boynton Beach
2080 High Ridge Rd. | Boynton Beach, Florida 33426
o: 561-742-6329 | f: 561-742-6674
KruseR@bbfl.us | www.boynton-beach.org | www.bbfrd.org

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Follow us on **twitter**

America's Gateway to the Gulfstream



Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure. Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

*Do call
Buddy
52-20*

15458

LARGEST SHOWROOM IN FLORIDA
MATTRESS 1 ONE
#1 Mattress Superstore!

3.1 Boynton Beach : 600 N. Congress Ave - BOYNTON BEACH, FL 33426 *Tel.561.740.9673 Fax561.740.9674
 Open: Mon -Sat: 10 AM - 8 PM Sun 12 PM - 6 PM
 mattress1.com

Applicant Information		No CoBuyer
Name:	Last:KRUSER First:ROBERT	
Address:	2080 Highridge Road	
City/State/Zip:	boynton beach FL 33463	
Phone#:	HM#: (561)742-6630	
Email Address:	kruser302@yahoo.com	

Man#	Item#	Description/Additional detail	Qty	Color	Fabric	Sub Total	
2. SERTA MATTRESS COMPANY		FORMOSA EUROTOP TWIN XL MATTRESS	34			\$15266	
6. LEGGET & PLATT		TWINXL PLATINUM MATTRESS PROTECTOR	34			\$2346	
Seller: BELL, GREG						Sub Total	\$17612
Quote number: 14315, Receipt #: 328458, Payment Type: Check						Adjustment	\$3536

MATTRESSONE CUSTOMER SUPPORT POLICY

180 Day Comfort Guarantee: Thank you for purchasing your new mattress set at Mattress1One! We at Mattress1One care about your comfort. Your sleep expert just helped you pick out your new mattress set, and just in case we didn't get it right, we offer a 180 Day Comfort Guarantee. If you feel you have not achieved your desired comfort, a ONE-TIME EXCHANGE will be granted. Comfort exchange is a mattress for a mattress. You may select another mattress of equal price. Should you choose to upgrade, simply pay the difference. If the product you reselect is less than your original purchase price, no refunds or store credits will be given. Special orders, box springs / foundations, adjustable bases, frames, clearance items, floor models, size swaps, mattress protectors, and pillows are exempt from our 180 Day Comfort Guarantee. A transportation fee of \$129.99 will be charged for ALL exchanges. Limit one exchange per transaction. Current sales and promotions will not be honored on an exchange. Any stains, soils, or removal of Law Tag will void the Comfort Guarantee and Manufacturer warranty; any transportation charges will be forfeited

Delivery Policy: A minimum delivery charge of \$79.99 is applied to all transactions. Delivery times are NOT guaranteed.

Cancellation Policy: All cancellations on date of delivery are subject to a 20% Cancellation Fee, prior to you receiving the merchandise. Once merchandise is accepted, no refunds will be given, only comfort and warranty exchanges will be honored. Special Orders are non-cancellable.

Warranty claims: All manufacturer warranty claims are submitted online at www.mattress1.com. Manufacturer Warranty inspections may take up to 10-15 business days to process. If the product meets the manufacturer's guidelines for a warranty replacement, you may exchange it for a replacement of the same product or upgrade to a model of your liking for the cost differential. Only the defective item will be replaced. Floor models are sold as is with no warranty

I have read and agreed to Mattress1One customer support policy. _____ (init)

Instruction:

Receipt #: 328458

QUOTE

Other:	\$0
Sub Total	\$14076
Tax	\$844.56
Pick up	\$0
Other:	\$0
Grand Total	\$14920.56
Paid	PMT \$0.00
In Full	Balance
Initial Dep	Init Dep \$0.00
	Balance \$14920.56
Pmt On Account & Final Pmt	Prev Paid \$0.00
	Balance \$0.00
	FIN AMT \$0.00
	Co Code
	New Bal \$14920.56

Office Copy

Quote Number: 14315

MATTRESSFIRM

Boynton Beach (MG) #052077
 1100 N Congress Ave Ste 120
 Boynton Beach, FL 33426 USA
 Phone : 561-735-7178

DATE: 11/28/2016
 ORDER NO: Q000404973
 CUSTOMER NO: C004991298
 STATUS: Quote
 SALES ASSOCIATE: Peter Fityan
 SALES ASSOCIATE: Joseph Abskhiron

SHIP TO 1100 N Congress Ave
 Boynton Beach, FL 33426 USA

 Primary Phone No: 561-742-6630
 Secondary Phone No:

BILL TO Fire Department
 1100 N Congress Ave
 Boynton Beach, FL 33426 USA

 Primary Phone No: 561-742-6630
 Secondary Phone No:
 E-mail:

Qty	SKU#	Vendor Brand	Description	Guaranteed Low Price	Price Each	Extended Price	Method of Delivery
34	V000063714		HARTFIELD LF MATT TWINXL PRIME	\$749.99	\$599.99	\$20,399.66	Delivery 12/7/2016 10:00 AM- 4:00 PM
			Manager Approval Savings	\$5,100.00			
34	V000065018		PAB PREMIER TXL MATT PAD TWINXL PRIME	\$99.99	\$49.99	\$1,699.66	Delivery 12/7/2016 10:00 AM- 4:00 PM
			Manager Approval Savings	\$1,700.00			
1	103401		Delivery	\$79.99	\$79.99	\$79.99	

Comments:

SUBTOTAL: \$22,179.31
 SALES TAX: \$1,325.96
 TOTAL SALE: \$23,505.27
 PAYMENTS: \$0.00
 FINANCE AMOUNT: \$0.00
 BALANCE DUE: \$23,505.27

Thank you for shopping at



Sleep Happy, you saved ...

\$6,800.00

**PURCHASE ORDER
CITY OF BOYNTON BEACH, FLORIDA**

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 170610
DATE: 12/09/16

VENDOR 16390

TO: BIG TRUCK RENTAL, LLC
5001 W. LEMON ST.
TAMPA, FL 33609

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

REQUISITION NO. 67945	ORDERING DEPARTMENT: FLEET/AGGA	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	15800.00	DL	EMERGENCY RENTAL OF 2 AUTOMATED SIDE LOADERS EMERGENCY RENTAL OF (2) TWO AUTOMATED SIDE LOADERS @ \$7900 PER MONTH RENTAL, \$1500 DEPOSIT AND \$1375 TRANSPORT FEE EACH. AN INCREASE IN THE AMOUNT OF \$7900 EACH MAY BE NEEDED IF TRUCKS ARE NEEDED FOR AN ADDITIONAL MONTH	1.0000	15800.00
2	2750.00	DL	TRANSPORATION COST	1.0000	2750.00
3	3000.00	DL	SECURITY DEPOSIT	1.0000	3000.00

REMARKS:
EMERGENCY RENTAL OF 2 AUTOMATED SIDE LOADERS

PROCUREMENT SERVICES:	<i>JWH 12/9/16</i>	P.O. TOTAL:	21550.00
ACCOUNT NO. 431-2515-534.49-17	PROJECT		

PURCHASE REQUISITION NBR: 0000067945
 STATUS: DEPT APPROVAL
 REASON: EMERGENCY RENTAL OF 2 AUTOMATED SIDE LOADERS
 DATE: 12/09/16
 SUGGESTED VENDOR: 16390 BIG TRUCK RENTAL, LLC
 DELIVER BY DATE: 12/10/16

REQUISITION BY: FLEET/AGGA
 SHIP TO LOCATION: PUBLIC WORKS

LINE NBR DESCRIPTION QUANTITY UOM UNIT COST EXTEND COST VENDOR PART NUMBER

1 EMERGENCY RENTAL OF 2 AUTOMATED SIDE LOADERS 15800.00 DL 1.0000 15800.00

EMERGENCY RENTAL OF (2) TWO AUTOMATED SIDE LOADERS @ \$7900 PER MONTH RENTAL, \$1500 DEPOSIT AND \$1375 TRANSPORT FEE EACH.

AN INCREASE IN THE AMOUNT OF \$7900 EACH MAY BE NEEDED IF TRUCKS ARE NEEDED FOR AN ADDITIONAL MONTH

COMMODITY: RENTAL/LEASE EQUIPMENT
 SUBCOMMOD: GARBAGE/REFUSE(DUMPSTERS)

2 TRANSPORTATION COST 2750.00 DL 1.0000 2750.00

COMMODITY: RENTAL/LEASE EQUIPMENT
 SUBCOMMOD: GARBAGE/REFUSE(DUMPSTERS)

3 SECURITY DEPOSIT 3000.00 DL 1.0000 3000.00

COMMODITY: RENTAL/LEASE EQUIPMENT
 SUBCOMMOD: GARBAGE/REFUSE(DUMPSTERS)

REQUISITION TOTAL: 21550.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	43125155344917	OTHER CURRENT CHGS	100.00	15800.00
2	43125155344917	OTHER CONTRACTUAL SRVS	100.00	2750.00
3	43125155344917	OTHER CURRENT CHGS	100.00	3000.00
		OTHER CONTRACTUAL SRVS		21550.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

APPROVALS

City Manager [Signature] Date 12/9/16
 Finance Dept. [Signature] Date 12/9/16
 Risk Manager _____ Date _____
 City Attorney _____ Date _____



**CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER \$10,000**

Date: 12/12/2016

Requesting Department: Public Works Contact Person: Bill Darty

Explanation for Purchase:
Emergency rental of 2 automated side loaders for the Solid Waste Division

Recommended Vendor Big Truck Rental

Dollar Amount of Purchase \$21,550

Source for Purchase (check and attach backup materials):

Three Written Quotations	<input type="checkbox"/>	GSA	<input type="checkbox"/>
State Contract	<input type="checkbox"/>	PRIDE/RESPECT	<input type="checkbox"/>
SNAPS	<input type="checkbox"/>	Sole Source	<input type="checkbox"/>
Piggy-Back	<input type="checkbox"/>	Budgeted Item	<input type="checkbox"/>
Emergency Purchase	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>

Contract Number: _____

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:
491-2515-534-49-17

Approvals:

Department Head	<u><i>Christina Roberts</i></u>	Date	<u>12/12/16</u>
Purchasing Agent	<u><i>[Signature]</i></u>	Date	<u>12/12/16</u>
Asst City Manager	_____	Date	_____
City Manager	<u><i>[Signature]</i></u>	Date	<u>12/12/16</u>

REQUEST FOR OFFICE ASSISTANCE

FROM: Bill Darty

Date: 12/08/2016

*PRIORITY / DATE NEEDED BY:

Copy Work – Number of Copies: _____ [Double-sided / Collated & Stapled / _____]
Distribution: _____

Type from the attached / transcription tape / email (to be forwarded upon request)

Request for 121/Direct Pay Req. for the attached -
Vendor or Person to be reimbursed:

Account Number: _____

Project No.: _____

Request for Requisition -

Vendor:

Big Truck rental for \$21,550.00

Account Number: _____ Project No.: _____

List Items w/Quantities & Unit Costs on the back of this request.

Verbal Quotes (\$500 to \$1,999): Vendor: _____ Cost: _____
Vendor: _____ Cost: _____
Vendor: _____ Cost: _____

Written Quotes (\$2,000 to \$9,999.99) – Attached.

Written Quotes (\$10,000 to \$24,999) w/Purchases over \$10,000 Form – Attached.

Bid/City (Over \$25,000): Bid # _____

Bid/Other Entity (Over \$25,000): Bid #, Bid Eff. Dates, & Bid Quotes – Attached.

File As: _____

OTHER: _____

Special Instructions:

Emergency rental of (2) two automated side loaders @ \$7900.00 per month rental, \$1500.00 deposit and \$1375.00 transport fee each.

An increase to P.O. of \$7900.00 each may be needed if trucks (s) are needed for more than one month.

Request completed by: _____ Date completed: _____

Please sign and return this form to the Office Staff's Inbox; feel free to make any comments below.

PUBLIC WORKS DEPARTMENT
MEMORANDUM#16-011

TO: Lori LaVerriere, City Manager

VIA: Jeffrey Livergood, Public Works Director

FROM: Christine Roberts, Assistant Public Works Director *CR*

SUBJ: Rental of Automated Equipment

DATE: December, 9, 2016

The Solid Waste Division typically needs four automated trucks daily to pick up residential refuse. There are a total of six vehicles including two spares. Out of the six vehicles, four are out of service. One truck the packing blade pulled up the floor liner causing the packing blade to stop. This truck was sent to Sunbelt for repair and is anticipated to be returned approximately on 12/16/16. One truck has a PTO failure and is anticipated to be repaired today. One truck has a hydraulic tank and valve body leak, this is being repaired in the shop however the parts aren't available until 12/27/16. One truck is being refurbished so it can be used as a spare, this is a lengthy process with no anticipated completion at this time.

As a result of these break downs we currently have two trucks in service for residential refuse pick up. Staff is requesting an emergency rental of two automated trucks for approximately one month with a possibility of extending an additional month, not knowing how the holidays could affect these repairs. It is imperative that we have this equipment so that we can stay caught up with the daily routes.

Attached is a copy of a requisition to Big Truck Rental, LLC along with a rental agreement. This company is the only vendor that currently has these types of trucks available. The cost of the rental is \$21,550.00 for both trucks this includes a transport fee and security deposit. If the truck(s) are needed for an additional month the cost will be \$7,900.00/ea. Funding is available in the Solid Waste Account#431-2515-534-4917.

Please consider approval and sign the attached rental agreement. These trucks do not stay available for long. We would like to arrange delivery as early as Monday to avoid delays in scheduled refuse pick up.

If you have any questions please let me know.



Company Address 5001 W. Lemon St.
Tampa, FL 33609
Prepared By Mark Rentschlar

Created Date 12/8/2016
Email mark@bigtruckrental.com
Quote Number 00005679

CUSTOMER INFORMATION

Billing Customer City of Boynton Beach
Billing Contact Bill Darty
Billing Address Po Box 310
Boynton Beach FL 33425
Billing Contact Email darty@bbfl.us
Billing Contact Phone (561) 742-6215
Billing Contact Mobile (561) 613-8001

Rental Customer City of Boynton Beach
Shipping Contact Bill Darty
Shipping Address 222 NE 9th Ave
Boynton Beach FL 33435
Shipping Contact Email darty@bbfl.us
Shipping Contact Phone (561) 742-6215
Shipping Contact Mobile (561) 613-8001

Product Details

Asset Number	Year	Chassis Make	Chassis VIN	Product Family	License Plate	Miles	Hours	Truck Location
BTR13040	2014	Mack	1M2AU02C6EM008082	Automated Side Loader	B9489V	41,374	4,182	Tampa, FL
4015002	2016	Mack	1M2AU04C3GM060396	Automated Side Loader	B3193V	19,928	1,895	Tampa, FL

Pricing Details

Asset Number	Quantity	Line Item Description	Sales Price	Total Product Price	Transportation Cost	Security Deposit	Rental Start Date	Rental End Date
BTR13040	4.00	BTR13040	\$1,975.00	\$7,900.00	\$1,375.00	\$1,500.00	12/12/2016	1/8/2017
4015002	4.00	4015002	\$1,975.00	\$7,900.00	\$1,375.00	\$1,500.00	12/12/2016	1/8/2017

RENTAL CONTRACT PRICING SUMMARY

Order Subtotal \$15,800.00
Total Security Deposit \$3,000.00
Total Transportation Cost \$2,750.00
Total Amount Due \$21,550.00

NOTES/EXPLANATION OF ADDITIONAL COSTS

Special Terms Transport is round trip from Tampa, FL

RENTAL REMINDERS

MASTER RENTAL AGREEMENT: This document supplements the Master Rental Agreement, which the Customer signed and is subject to all provisions therein.



INSURANCE: This Supplemental Rental Agreement utilizes the insurance information provided in the Master Rental Agreement. Customer is required to provide continued proof of insurance at the inception of this Supplemental Rental Agreement and through the duration of the same.

RENTAL RATE: Customer is to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use. The additional charge shall be calculated in the following manner: (a) If the Customer uses the Vehicle more than 50 hours per week but less than 80 hours per week, then Customer shall pay an additional charge equal to one-half (1/2) times the Rental Rate; (b) If the Customer uses the Vehicle 80 or more hours per week, then Customer shall pay an additional charge equal to one (1) times the Rental Rate.

MAINTENANCE: Customer is responsible for all routine maintenance of the truck and body while it is in the care and control of the Customer. Refer to Section 6 of the Master Agreement for detailed responsibility.

DAMAGE: Customer will be back billed for any damage to the rented property which Big Truck Rental determines to be beyond normal wear and tear. In addition, if the damage to a rented vehicle prevents Big Truck Rental from reletting the vehicle resulting in additional downtime and lost rental revenue for Big Truck Rental, then this Supplemental Rental Agreement shall automatically extend and Customer shall be billed for a reasonable period of time with which to make the necessary repairs. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year, will be forfeited.

TIRES: As a tire is a consumable item, Big Truck Rental documents the condition of the tires on its trucks at the inception of the rental and at the time that the truck is returned. It is the Customer's responsibility to assure that the tires are in substantially the same condition at the end of the rental as when the truck is received by the Customer. Tires worn substantially more at the time they are returned than at the rental inception shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-recappable by our tire vendor will be back billed.

FUEL: Short-term rentals are not subject to IFTA, all fuel tax and the reporting thereof is the responsibility of the renter. Any violations or fines of that nature are the responsibility of the Customer.

GOVERNMENT: All trucks rented from Big Truck Rental are owned by Big Truck Rental. Customer shall not cover or remove any truck identification, other than DOT numbers. Big Truck Rental's vehicles are legally licensed on the federal highways of 48 states, however, any state or local permits for state or county road use and waste pick up and/ or disposal are the sole and absolute responsibility of the Customer. Customer agrees Big Truck Rental is not the motor carrier operator and will display customer's DOT number as required by law.

By execution of this Rental Agreement, Customer acknowledges that the Vehicle described herein is rented to and in accordance with the terms, conditions, and provisions of the Master Rental Agreement and Rental Extension Agreement previously signed by the Customer and also those terms found in this Supplemental Rental Agreement. Customer evidences such knowledge by signing below.

Note: See Master Rental Agreement (Section 2) for allowance of hours under Rental Term.
DRIVER'S LICENSE INFORMATION IS MANDATORY FOR RENTAL.

CUSTOMER

CUSTOMER NAME: City of Boynton Beach
(Company Name)

BY: [Signature]
(Signature)

PRINT NAME: Tim W. Howard

TITLE: Asst City Mgr - Admin Svcs

SS#: All orders done by City of Boynton Beach Purchase Order PO # 170610

DRIVER'S LICENSE #: _____

DATE: _____

TAX ID #: 85-8012621544 C-0

STATE: FL

_____ Initial here acknowledging you have read Section 6 on maintenance responsibility in the Master Agreement.

Please sign quote and email to btrsales@bigtruckrental.com or fax to (813) 261-0821.

AUTHORIZED VEHICLE OPERATORS FOR THIS RENTAL VEHICLE

Agent's Name: _____ Agent's Name: _____



Driver's License #: _____ Driver's License #: _____

State: _____ State: _____

Agent's Name: _____ Agent's Name: _____

Driver's License #: _____ Driver's License #: _____

State: _____ State: _____

Big Truck Rental is not liable for leaving a Vehicle to any of Customer's agents that are not listed above.



Company Address 5001 W. Lemon St.
Tampa, FL 33609
Prepared By Mark Rentschlar

Created Date 12/8/2016
Quote Number 00005679

CUSTOMER'S INFORMATION

Billing Customer City of Boynton Beach
Billing Contact Bill Darty
Billing Address Po Box 310
Boynton Beach FL 33425
Billing Contact (561) 742-6215
Phone
Billing Contact (561) 613-8001
Mobile
Billing Contact Email darty@bbfl.us

Rental Customer City of Boynton Beach
Shipping Contact Bill Darty
Shipping Address 222 NE 9th Ave
Boynton Beach FL 33435
Shipping Contact (561) 742-6215
Phone
Shipping Contact (561) 613-8001
Mobile
Shipping Contact darty@bbfl.us
Email

TERMS & CONDITIONS

This Master Rental Agreement ("Master Agreement") is between BIG TRUCK RENTAL, LLC, a Florida limited liability company, ("Big Truck Rental") and the customer named on the first page of this Master Agreement ("Customer"). Big Truck Rental and Customer shall sometimes be collectively referred to as the "Parties." This Master Agreement provides the basic terms of every rental contract between Big Truck Rental and Customer, however, the specifics of each rental contact shall be found in the Supplemental Rental Agreement(s) ("Supplemental Agreement(s)") or the Rental Extension Agreement(s) ("Extension Agreement (s)"). All capitalized terms are defined herein or in the Supplement Agreement or Extension Agreement.

1. Vehicles Covered: Big Truck Rental agrees to rent to Customer and Customer agrees to rent from Big Truck Rental certain vehicles (the "Vehicle(s)") subject to all terms, conditions and provisions set forth herein.

2. Payment of Rental: Customer agrees that it will pay the rental rate and other charges as set forth in the Supplemental Agreement(s) and Extension Agreement(s) (the "Rental Charges"), including, but not limited to, time, mileage, fuel, service, transportation, delivery, pick-up and all other charges, in advance on the day specified. In addition to the Rental Charges, Customer shall pay and/or reimburse Big Truck Rental for any sales tax, use tax, personal property tax, license fee, registration fee or fees levied or based upon the rental, use or operation of the Vehicle. During the term of this Master Agreement, the rental rate set forth in the corresponding Supplemental Agreement or Extension Agreement (the "Rental Rate") shall entitle Customer to use the Vehicle for a maximum of one-shift, which is defined as not more than 50 hours per week. If Customer uses the Vehicle beyond one-shift, Customer agrees that it will pay an additional charge for such use, calculated in the following manner: more than 50 hours per week but less than 80 hours per week, Customer shall pay an additional charge equal to one-half (½) times the Rental Rate; 80 or more hours per week, Customer shall pay an additional charge equal to one (1) times the Rental Rate. All Rentals Charges shall be paid by Customer to Big Truck Rental at its address set forth in the Supplemental Agreement or Extension Agreement or in such other manner or at such other place as Big Truck Rental notifies the Customer. Customer shall make all payments under this Master Agreement, all Supplemental Agreements and Extension Agreements without set-off, counterclaim or defense.

3. Security for Customer's Performance: Concurrently with the execution of this Master Agreement, Big Truck Rental may demand delivery of a valid credit card account (the "Credit Card Account") to secure the performance by the Customer of its financial obligations under this Master Agreement, Supplemental Agreement(s) and Extension Agreement(s). Customer hereby authorizes Big Truck Rental to charge the Credit Card Account in an amount equal to one (1) times the Rental Rate as additional Security Deposit for Customer's obligations on each vehicle rented, which amount shall be credited to the Credit Card Account within five (5) days of the return of the Vehicle, less any unpaid Rental Charges or damages assessments. Additionally, Customer hereby authorizes Big Truck Rental to charge the Credit Card Account in the event of default, loss, damage or other occurrence of default, including, but not limited to, failure to pay the Rental Charges, notwithstanding Big Truck Rental may avail itself of any other available remedies hereunder. The customer is responsible for collection of prepaid security deposit. Uncollected security deposits older than one year, will be forfeited.

4. Big Truck Rental's Disclaimer of Warranty; Customer's Obligations Unconditional: THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, BY BIG TRUCK RENTAL TO THE CUSTOMER, EXCEPT AS CONTAINED IN THIS MASTER AGREEMENT OR ANY SUPPLEMENTAL AGREEMENT OR EXTENSION AGREEMENT, AND BIG TRUCK RENTAL SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO CUSTOMER, NOR TO ANYONE ELSE, OF ANY KIND AND HOWSOEVER CAUSED, WHETHER BY THE VEHICLE, OR



THE REPAIR, MAINTENANCE, OR EQUIPMENT OF THE VEHICLE, OR BY THE FAILURE OF THE VEHICLE, OR INTERRUPTION OF SERVICE OR USE OF THE VEHICLE RENTED UNDER THIS AGREEMENT. CUSTOMER HAS INSPECTED AND IS FULLY FAMILIAR WITH THE VEHICLE AND ACCEPTS THE VEHICLE "AS IS" AND "WITH ANY AND ALL FAULTS". NO DEFECT IN OR UNFITNESS OF THE VEHICLE AND NO LOSS OR DAMAGE THERETO AND NO OTHER CONDITION CIRCUMSTANCE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE UNAVAILABILITY THEREOF FOR ANY REASON WHATSOEVER, SHALL RELIEVE CUSTOMER OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR RESULT IN THE ABATEMENT OR SUSPENSION OF ANY SUCH OBLIGATIONS, WHICH ARE ABSOLUTE AND UNCONDITIONAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BIG TRUCK RENTAL SHALL INCUR NO LIABILITY WHATSOEVER TO CUSTOMER ARISING OUT OF OR IN CONNECTION WITH ANY DEFECT IN OR CONDITION OF THE VEHICLE OR THE USE, OPERATION OR FUNCTIONING OF THE VEHICLE. In addition to, and without limiting the provisions of this Section, Customer confirms that in entering into this Master Agreement and by accepting each Vehicle rented (1) it has relied solely on (i) its knowledge and (ii) its inspection of each Vehicle, and (2) it has not relied on any promise, affirmation, description, or other statement by Big Truck Rental, all of which are superseded by this Master Agreement. Customer authorizes the deletion of any safety equipment and accepts all liability for injury or loss incurred thereby.

5. Location of the Vehicle; Inspections: Customer shall keep each Vehicle in Customer's possession and control at Customer's place of business or job site, except that the Vehicle may be moved in the normal course of Customer's business or to such other location to which the Vehicle may be moved with the prior written consent of Big Truck Rental. Big Truck Rental may, without notice to Customer, at any time during normal business hours, enter the premises where any Vehicle owned by Big Truck Rental is located and inspect the same.

6. Repairs; Maintenance; Use; Alterations: Customer shall perform and pay for all normal, periodic and other basic service, adjustments, and lubrication of any Vehicle in its control and possession, including, but not limited to: checking the fuel, oil and water levels of the Vehicle before each daily shift, and supplying same; checking cooling system (engine only); and checking tire pressures and battery fluid and charge levels weekly. Customer shall, at its sole expense and cost, keep any and all Vehicles in good repair, condition and working order and furnish, at its sole expense and cost, all labor, parts, materials and supplies required therefor; including performing, or having performed, an A service on each Vehicle, replacing engine oil and filters, every three hundred (300) hours and providing all service suggested by the manufacturer of the Vehicle. Customer will maintain accurate and complete records and logs of all repairs to and maintenance on each Vehicle; Customer will furnish copies thereof to Big Truck Rental and will allow Big Truck Rental to inspect such records and logs at any time during normal business hours. Each Vehicle shall at all times be used solely for commercial or business purposes, and shall be operated in a careful, safe and proper manner and in compliance with all applicable laws, rules, regulations, ordinances and insurance requirements. All Vehicles rented are licensed for travel on the Federal Highways in 48 States. Any and all state or local permits for state or county road use, waste pickup or disposal is the responsibility of the Customer. Any modifications or additions to the Vehicle required by any governmental entity shall be promptly made by Customer at its sole expense and cost. No Vehicle shall be used, operated, or driven (i) to carry person other than the driver, or employees of the Customer, or (ii) to transport property for hire, unless the necessary and applicable permits and licenses have been obtained by Customer which are the sole and exclusive responsibility of Customer. The Vehicles rented under this Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s) are owned by Big Truck Rental. No Vehicle identification, other than DOT numbers, shall be removed, covered, or defaced in any way. Customer agrees that they will be the motor carrier operator during the rental period and will display their DOT numbers on said rental vehicle. If the Vehicle is used in violation of any part of this Section, or is obtained from Big Truck Rental by fraud or misrepresentation, or is used in furtherance of any illegal purpose, all use of the Vehicle is and shall be deemed without Big Truck Rental's permission. Each Vehicle shall be operated only by a qualified operator, licensed where required by the law of the state or states in which the Vehicle is being operated in, who is either the Customer or an authorized operator and employee of Customer. The use of a Vehicle by Customer or its employees shall be at Customer's sole risk and subject to the terms and conditions of this Master Agreement. Without the prior written consent of Big Truck Rental, Customer shall not make any modifications or additions to or changes in any Vehicle except as may be required in order to comply with or under this Section. All modifications or additions to or changes in a Vehicle shall belong to and immediately become the property of Big Truck Rental, without charge or cost to Big Truck Rental, and shall be returned to Big Truck Rental with the Vehicle upon the expiration or earlier termination of this Master Agreement unless Big Truck Rental notifies Customer to remove any of the same, in which case Customer shall promptly do so at its sole expense and cost without causing damage to the Vehicle or impairing its operation in any way. Short term rentals are not subject to the International Fuel Tax Agreement (IFTA). Therefore, all fuel tax and reporting thereof is the responsibility of the Customer. Any violations and/ or fines due to violation of the laws regarding fuel taxes and reporting shall be the sole responsibility of the Customer.

7. Risk of Loss; Damage: Big Truck Rental documents the condition of the Vehicle(s) rented upon delivery to the Customer, and again when the Vehicle(s) is returned. If the Vehicle is damaged or partially lost or destroyed, Customer shall, at its sole expense and cost, promptly repair the Vehicle in a permanent manner and in its same condition and working order as at the acceptance of the Vehicle by the Customer, using parts and materials of comparable quality. Failure for the Customer to repair the Vehicle before returning it to Big Truck Rental shall result in Big Truck Rental back billing the Customer for the damages, and the Customer shall continue to be obligated to pay the Rental Charges, under and in accordance with Section 2 hereof, until such time as the Vehicle is again operable. If the Vehicle is totally lost (including by theft) or destroyed or if it becomes a constructive, agreed or compromised total loss, Customer shall promptly pay Big Truck Rental the current market value of the Vehicle (the "Termination Payment"). Without relieving Customer of its obligation to make the Termination Payment and without deferring that obligation, Big Truck Rental will apply toward the Termination Payment any amounts received by and payable to Big Truck Rental under this Master Agreement or any Supplemental Agreement or Extension Agreement and any payments with Big Truck Rental receives on account of such total loss or such constructive, agreed or compromised total loss under the insurance maintained pursuant to Section 8. Upon receipt of the Termination Payment and performance by Customer of all of its other obligations under the Master Agreement and corresponding Supplemental Agreement(s) and Extension Agreement(s), Big Truck Rental will transfer and assign to Customer, without recourse, any remaining rights which Big Truck Rental has under such insurance and, to the extent permitted by the insurer in writing, any title and interest which Big Truck Rental has in the Vehicle. Big Truck Rental's transfer of any title and interest in the Vehicle will be "AS IS, WHERE IS", SUBJECT TO THE PROVISIONS OF SECTION 4. All replacements, repairs, or substitutions of parts or equipment shall be at the cost and expense of the Customer and shall be accessions to the Vehicle and shall belong to and immediately become the property of Big Truck Rental.



8. Insurance: Until all of Customer's obligations under this Master Agreement and all corresponding Supplemental Agreements and Extension Agreements have been paid and performed in full, Customer will, at its sole cost and expense, maintain in force and effect an insurance policy of public liability and property damage with bodily injury and death liability limits of not less than \$1,000,000 per occurrence and in the aggregate and property damage liability limits of at least \$1,000,000 on a primary and not excess or contributory basis against its liability for damages sustained by any person or persons as a result of the maintenance, use, operation, storage, erection, dismantling, servicing or transportation of all Vehicles rented hereunder; but, in any event, the amount and terms of the insurance will be such that no insured under the policy will be a co-insurer of any of the risks covered by the policy. The coverage may have only such exceptions as Big Truck Rental approves in writing. The insurance will be maintained only with insurers which are licensed in the state or states in which the Vehicles will be operated and which are rated not lower than "A" in Best's Insurance Reports ("Best's") with a Financial Category Size of at least "XII" in Best's ("Approved Insurers"). Big Truck Rental will be a named insured without liability for premiums and will be the sole loss payee under the insurance. The insurance will provide for prompt written notice to Big Truck Rental of any failure to pay a premium and for at least thirty (30) days' prior written notice to Big Truck Rental of cancellation or non-renewal of the policy and of any material change in or to the coverage or in any of the other terms of the insurance. On the execution of this Master Agreement and at any other time on request by Big Truck Rental, Customer will furnish Big Truck Rental with a certificate issued by the insurer or by an insurance broker licensed in the state or states in which the Vehicles will be operated confirming that the insurance coverage required under this Section is maintained and in full force and effect, and upon Big Truck Rental's request shall provide Big Truck Rental with a true and correct copy of the policy in effect. Customer irrevocably appoints Big Truck Rental as its attorney-in-fact to make claim for and to execute any documents in connection with any claim for, to receive payment of, and to execute and endorse all checks, drafts or other instruments received as payment for any loss, damage or destruction covered by the insurance. Customer will not settle any claim under the insurance without Big Truck Rental's prior written consent, and Big Truck Rental may settle any claim under the insurance for such amount and on such terms as Big Truck Rental, in its sole and absolute discretion, determines; and Big Truck Rental will incur no liability to Customer by reason of any settlement which it makes. Customer will execute such documents as Big Truck Rental requests to confirm or effect the provisions of this entire Section 8.

9. Customer's Indemnity: Customer will indemnify and hold Big Truck Rental harmless from any liability loss, damage, cost, expense, fee, fine or penalty (including, without limitation, attorneys' fees as provided in Section 16), regardless of whether the same is also indemnified against by any other person, which Big Truck Rental in any way incurs arising from or in connection with (i) this Master Agreement or any corresponding Supplemental Agreement or Extension Agreement, or (ii) the delivery, possession, use, operation or return of any Vehicle, or (iii) any condition relating to any Vehicle delivered to the possession of customer REGARDLESS OF HOW OR WHEN THE CONDITION ARISES AND REGARDLESS OF WHETHER IT ARISES OUT OF ANY ACT, OMISSION OR NEGLIGENCE OF Big Truck Rental, or (iv) any other matter relating to any Vehicle after the term of this Master Agreement to the extent such matter arises from a condition that arose or a modification, addition or change that was made during the term of this Master Agreement or any extension hereof or at any other time when the Vehicle was in the possession or under the control of Customer, or (v) the failure by Customer to perform any of its obligations under this Master Agreement, Supplemental Agreement or Extension Agreement. Customer will pay any expenses and costs (including, without limitation, attorneys' fees as provided in Section 16) which Big Truck Rental incurs in enforcing or defending (i) any of its rights or remedies under this Master Agreement or otherwise granted to it by law or in equity, or (ii) any provision of this Master Agreement, or (iii) any of Customer's obligations under this Master Agreement. The provisions of this Section 9 will survive the termination or expiration of this Master Agreement.

10. Return of Vehicles: At the expiration of each Supplemental Agreement or Extension Agreement, Customer shall, at its expense, return the Vehicle rented under the Supplemental Agreement or Extension Agreement to and into the custody of Big Truck Rental, at its business location set forth on the first page of this Master Agreement or at such other place as Big Truck Rental specifies in writing, in the same repair, condition and working order as at the commencement of the Supplemental Agreement, reasonable wear and tear resulting from proper use excepted. Failure for the Customer to repair the Vehicle before returning it to Big Truck Rental shall result in Big Truck Rental back billing the Customer for the damages, and the Customer shall continue to be obligated to pay the Rental Charges, under and in accordance with Section 2 hereof, until such reasonable time as the Vehicle is again operable. All Vehicles shall be returned free of trash in the cab, body, hopper, and behind the packing blades or they will be subject to a clean out fee and any related disposal costs. Security deposit will be applied to any and all damages.

11. Tires: TIRES: As a tire is a consumable item, Big Truck Rental documents the condition of the tires on its trucks at the inception of the rental and at the time that the truck is returned. It is the Customer's responsibility to assure that the tires are in substantially the same condition at the end of the rental as when the truck is received by the Customer. Tires worn substantially more at the time they are returned than at the rental inception shall be back billed. In addition, any Non-Steer Tires(s) replaced during the duration of the rental period shall be replaced with a recappable casing. All Steer Tires must be replaced with a virgin tire. No exceptions. If Customer fails to replace the tire(s) as outlined herein, Big Truck Rental shall back bill for the cost of replacing said tire(s). Any casing deemed un-recappable by our tire vendor will be back billed.

12. Default by Customer; Remedies of Big Truck Rental; Waiver of Bond: Any of the following events or conditions shall constitute an event of default: (1) Customer's failure to pay when due any Rental Charges or any other amount payable; (2) Customer's failure to perform, or its violation of any other term, covenant or condition of this Master Agreement or any Supplemental Agreement or Extension Agreement and the failure to cure same within five days after the occurrence; (3) seizure of the Vehicle under legal process; (4) failure of Customer to report, at the beginning of each week or at the request of Big Truck Rental, the miles and hours on the truck or (5) any reasonable ground for insecurity on the behalf of Big Truck Rental with respect to the performance of Customer's obligations hereunder. While an event of default exists, Big Truck Rental shall have the right to exercise any one or more of the following remedies: (1) terminate this Master Agreement and all Supplemental Agreements and Extension Agreements held with the Customer; (2) sue for any damages incurred by Big Truck Rental due to the event of default and/or termination of the contract between Big Truck Rental and Customer; (3) require Customer to redeliver any and all rented Vehicles immediately to Big Truck Rental as provided in Section 10; or (4) repossess any and all Vehicles without notice, legal process, prior judicial hearing, or liability for trespass or other damage, Customer voluntarily and knowingly agrees to and waives the same. If Big



Truck Rental attempts but is unable to repossess the Vehicle for any reason whatsoever, Big Truck Rental may, at its option, declare the Vehicle to be a total loss, in which case Customer shall pay to Big Truck Rental the Termination Payment and the provisions of Section 7 will apply. All of the foregoing remedies are cumulative and are in addition to any other rights or remedies available to Big Truck Rental at law or in equity. Big Truck Rental may enforce any of its rights separately or concurrently and in such order as Big Truck Rental determines. In any proceeding by Big Truck Rental to recover possession of the Vehicle, Big Truck Rental shall not be required to post a bond or other security or undertaking, and Customer hereby waives any right to require, and any requirement for, any such bond or other security or undertaking.

13. Payments by Big Truck Rental; Interest: If Customer fails to pay any amount which it is required to pay or to perform any of its obligations under this Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s), Big Truck Rental may, at its option, pay such amount or perform such obligation; and Customer shall, on demand by Big Truck Rental, reimburse Big Truck Rental for the amount of such payment or the cost of such performance. Customer shall pay Big Truck Rental interest at one- and-a-half percent (1½%) per month or at the highest lawful rate that may be charged, whichever is lower, on amounts payable by Customer under any provision of this Agreement (i) from the due date thereof until it is paid, or (ii) in the case of any amount paid or any cost incurred by Big Truck Rental, from the date of such payment or the expenditure of such cost until Big Truck Rental receives reimbursement therefor.

14. Assignment: This Master Agreement and all Supplemental Agreement(s) and Extension Agreement(s) are agreements for rental only and Customer shall not be deemed an agent or employee of Big Truck Rental for any purpose. Customer will not sell, assign, transfer, lease, pledge or otherwise encumber any Vehicle or any of Customer's rights under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) or in or to the Vehicle, or permit any of its rights under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) to be subject to any lien, charge or encumbrance of any nature. Big Truck Rental may, subject to the terms of this Master Agreement and corresponding Supplemental Agreement(s) or Extension Agreement(s), sell, transfer or assign any of its rights in or to any Vehicle or under this Master Agreement. Subject to the provisions of this Section, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Big Truck Rental and Customer.

15. Termination: This Master Agreement will become effective upon its execution and continues until it is terminated by an affirmative revocation by either party or as provided herein. Each Supplemental Agreement terminates at the expiration of the rental term as set forth in the terms of the Supplemental Agreement (the "Rental Term"), or at the expiration of any mutually agreed upon Extension Agreement. If the Customer wishes to terminate its Supplemental or Extension Agreement prior to the stated expiration ("Early Termination") it must either (a) return the Vehicle to Big Truck Rental in a rentable condition, or (b) inform Big Truck Rental five (5) days prior to the proposed Early Termination date that the Customer wishes for Big Truck Rental to pick up its Vehicle.

16. Governing Law; Jurisdiction; Venue: This Master Agreement and all Supplemental Agreements and Extension Agreements shall be governed by and construed in accordance with the law of the State of Florida and jurisdiction and venue shall properly lie in the County Court in and for Hillsborough County, the Thirteenth Judicial Circuit Court of the State of Florida, or in the United States District Court for the Middle District of Florida (Tampa Division).

17. Attorneys' Fees: Should the parties not agree on resolution of any issues surrounding this agreement, the successful party will be entitled to collect fees and costs associated with enforcement of this agreement.

18. Severability of Provisions: If any provision of this Master Agreement or the Supplemental Agreement(s) or Extension Agreement(s), or the application of any such provision to any person or circumstance is held invalid, the remainder of this Master Agreement or Supplemental Agreement(s) or Extension Agreement(s) and the application of such provision, other than to the extent it is held invalid, will not be invalidated or affected thereby.

19. Entire Agreement; Amendment and Waiver; Facsimile and Counterparts: This Master Agreement and the corresponding Supplemental Agreement(s) and Extension Agreement(s) constitute the entire agreement and understanding between Big Truck Rental and Customer relating to the Vehicle and the subject matter hereof, and supersedes all prior agreements or understandings, whether written or oral, among the Parties to this Master Agreement and the with respect to the subject matter hereof. This Master Agreement and any Supplemental Agreement and Extension Agreement may be amended only by written agreement executed by all of the Parties hereto, and no provision of this Master Agreement or corresponding Supplemental Agreement (s) or Extension agreement(s) and no right or obligation of either party under this Master Agreement or corresponding Supplemental Agreement(s) or Extension Agreement(s) may be waived except by written agreement executed by the party waiving the provision, right or obligation. A facsimile of this Master Agreement and/ or corresponding Supplemental Agreement(s) and Extension Agreement(s), or any part of thereof, shall be enforceable as an original. This Master Agreement or corresponding Supplemental Agreement (s) or extension Agreement(s) may be executed and enforced in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. Section Headings: Section headings contained in this Agreement are for purposes of reference only and shall not affect the meaning or interpretation of any provision of this Master Agreement.

21. Waiver of Trial by Jury: THE CUSTOMER HEREBY EXPRESSLY CONSENTS TO THE WAIVER OF THE CUSTOMER'S RIGHT TO TRIAL BY JURY.

By execution of this Master Rental Agreement, Customer acknowledges that all Vehicles rented hereunder are rented to and in accordance with the terms, conditions, and provisions of this Agreement and evidences such Agreement by signing below.
DRIVER'S LICENSE INFORMATION IS MANDATORY FOR RENTAL.



Customer Acknowledgement

CUSTOMER NAME: City of Boynton Beach
(Company Name)

DRIVER'S LICENSE #: _____

BY: Tim W. Howard
(Signature)

DATE: _____

PRINT NAME: Tim W. Howard

TAX ID #: 85-8012621544C-0

TITLE: Asst City Mgr - Admin Svcs

STATE: FL

_____ Initial here acknowledging you have read Section 6 on maintenance responsibility.

SS#: _____

Please sign quote and email to btrsales@bigtruckrental.com or fax to (813) 261-0821.

*All orders completed
By City of Boynton Beach Purchase Order*

Customer's Agents who are Authorized to Effectuate the Rental of a Vehicle under this Master Agreement are:

Agent's Name: _____ Driver's License #: _____ State: _____

Agent's Name: _____ Driver's License #: _____ State: _____

Agent's Name: _____ Driver's License #: _____ State: _____

Agent's Name: _____ Driver's License #: _____ State: _____

GUARANTY

To induce Big Truck Rental LLC ("Big Truck") to enter into this Master Rental Agreement with Customer, the undersigned Guarantor unconditionally and personally guarantees the payment and performance of all current and future obligations and sums due to be paid by Customer pursuant to the Master Rental Agreement, including any subsequent Extension Rental Agreements or Supplemental Rental Agreements. Therefore, Guarantor agrees:

- Guarantor is directly benefitting from Big Truck's decision to enter into the Master Rental Agreement with Customer.
- Guarantor acknowledges this Guaranty is absolute, irrevocable, unconditional, unlimited and continuing in nature.
- The terms and conditions of the Master Rental Agreement, including length and number of rental vehicles included thereunder, whether through Extension Rental Agreements, Supplemental Rental Agreements or otherwise, and Customer's obligations and liabilities, may be increased without notice to Guarantor and without limiting Guarantor's liability therefor.
- Guarantor waives notices of the acceptance of this agreement, presentment, protest, notice of protest and all demands for performance and all notices of nonperformance or nonpayment which might otherwise be a condition precedent to Guarantor's liability. In the event Customer fails to make a payment when due or perform a performance obligation, Big Truck may proceed directly against Guarantor without first proceeding or making claim or exhausting any remedy against Customer. To this extent, Guarantor acknowledges this is a guaranty of payment and performance, not collection.
- Guarantor agrees to pay all of Big Truck's costs, expenses and reasonable attorney's fees incurred to enforce the Master Rental Agreement, in addition to any costs, expenses or reasonable attorney's fees incurred by Big Truck to enforce this Guaranty against Guarantor.
- Guarantor's liability under this Guaranty shall not be deemed waived, released, discharged, mitigated or in any way affected by release or discharge of Customer's obligations through bankruptcy, reorganization, or other insolvency proceedings.
- This Guaranty shall inure to the benefit and shall be binding on the successors and assigns Big Truck. This Guaranty may not be assigned by Guarantor without the express written consent of Big Truck.



- This Guaranty shall be construed and enforced under Florida law. Guarantor irrevocably submits to the jurisdiction and venue of the state and federal courts located in Tampa, Florida, specifically the County Court of Hillsborough County, Florida; the Circuit Court of the Thirteenth Judicial Circuit of the State of Florida; or the United States District Court for the Middle District of Florida, for any action or proceeding regarding this Guaranty. Guarantor irrevocably waives the right to a trial by jury arising out of or relating to this Guaranty or enforcement of this Guaranty.
- If any provision of this Guaranty, or the application of any such provision to any person or circumstance is held to be illegal, invalid or unenforceable, the remainder of this Guaranty shall not be affected and shall remain enforceable as drafted.

In the event this signature is delivered by facsimile or email, such signature shall create a binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or emailed signature page were an original.

GUARANTOR:

I have read this Guarantee and agree to its terms:

(Signature)

(Print Name)



1039 South 50th Street, Tampa FL 33619
Phone: (813) 261-0820; Fax (813) 261-0821

Request for Certificate of Insurance

Loss Payee Info:

Big Truck Rental, LLC
5001 W. Lemon Street
Tampa, FL 33609

Additional Insured Info:

Big Truck Rental, LLC
5001 W. Lemon Street
Tampa, FL 33609

Truck Info: Value Includes FET

Year	Chassis Make	Chassis Model	Chassis VIN	Actual Cash Value	Total GVW Weight
2014	Mack	LEU613	1M2AU02C6EM008082	\$214,900.00	66,000
2016	Mack	LEU613	1M2AU04C3GM060396	\$259,000.00	66,000

Issue One Certificate with the Following:

- Truck VIN(s) and Value(s)
- \$1,000,000 general & automobile liability coverage
- Big Truck Rental, LLC as certificate holder
- Big Truck Rental, LLC list as "Additionally Insured"
- Big Truck Rental "As Loss Payee"
- Physical damage coverage
- Date of Expiration
- Notification of Cancellation

**PURCHASE ORDER
CITY OF BOYNTON BEACH, FLORIDA**

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 170612
DATE: 12/13/16

VENDOR 12444

TO: TELVUE CORPORATION
16000 HORIZON WAY
SUITE 100
MT. LAUREL, NJ 08054

SHIP TO:
City of Boynton Beach
ITS DEPARTMENT
100 E BOYNTON BEACH BLVD
BOYNTON BEACH, FL 33435

REQUISITION NO. 67939	ORDERING DEPARTMENT: ITS	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00	EA	HYPERCASTER B100-SDI-30 Digital Video Server (1RU), Single MPEG-2/H.264 SDI Playout Channel, Up to 3 optional IP output channels, 120 GB SSD HD for OS, Content Storage: 1.7 TB, Dual GigE, Network Share Ready. DISCOUNT PRICE VALID UNTIL 31DEC2016.	5950.0000	5950.00
2	1.00	EA	HYPERCASTER B100-4TB Option - B100 - 4 TB Hard Drive	675.0000	675.00
3	1.00	EA	BLACK MAGIC SMARTVIDEOHUB 12X12 6G Advanced 12 x 12 multi format SD, HD and Ultra HD SDI router with built in video monitoring, spin knob control, 6G-SDI technology./TPCL	1255.5000	1255.50
4	1.00	EA	INFOVUE PRO Professional rackmount InfoVue digital signage player. Core i7 3.2GHz, 4GB RAM, 120GB SSD storage, HDMI & IP output up to 1080p. Includes access to cloud-based InfoVue signage application for full design, management, and scheduling of one or more players	4455.0000	4455.00
5	1.00	DL	INFOVUE STICK PREVIEW InfoVue Stick - Digital Signage preview player HDMI output with up to 1080p output. WiFi access for content loading. For previewing only - not for production use.	.0001	.00

PROCUREMENT SERVICES:	<i>J. H. [Signature]</i>	P.O. TOTAL:
ACCOUNT NO. 001-1510-513.64-15	PROJECT	

**PURCHASE ORDER
CITY OF BOYNTON BEACH, FLORIDA**

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 170612
DATE: 12/13/16

VENDOR 12444

TO: TELVUE CORPORATION
16000 HORIZON WAY
SUITE 100
MT. LAUREL, NJ 08054

SHIP TO:
City of Boynton Beach
ITS DEPARTMENT
100 E BOYNTON BEACH BLVD
BOYNTON BEACH, FL 33435

REQUISITION NO. 67939	ORDERING DEPARTMENT: ITS	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
6	1.00	EA	SG300-28 Cisco SG300-28 28-Port Gigabit Managed Switch/TPCL	629.9900	629.99
7	1.00	EA	BLACK MAGIC -MINI-SDI-TO-ANALOG Black Magic SDI to Analog Mini-Converter/TPCL	265.5000	265.50
8	1.00	EA	PEG-NE24-IP-C Drake MPEG2/H.264 Encoder with SDI and Composite Video/Analog Audio inputs. Shipped with a gigabit copper SFP./TPCL	1979.1000	1979.10
9	1.00	EA	PEG-RK-KIT Drake PEG-RK-KIT for NE-24 series of encoders. Includes rack panel for 3 encoders, triple power supply, and power supply mounting bracket./TPCL	215.1000	215.10
10	1.00	DL	PROVUE GRAPHICS -BASIC Optional Basic Graphics for ProVue 1RU or HyperCaster ProVue Inside - Adjustable On-Screen Text Crawl and Logo Insertion	.0001	.00
11	1.00	EA	HYPERCASTER IP CAPTURE IP Capture Option - Capture an HD SD MPEG-2 TS on schedule and store as a file. The captured file can be played out locally or transferred to another device.	1350.0000	1350.00
12	1.00	EA	STD-SW-CTRL Option - Switcher Control Software, Supported Switcher	450.0000	450.00

[Handwritten Signature] 12/13/16

PROCUREMENT SERVICES:	P.O. TOTAL:
ACCOUNT NO. 001-1510-513.64-15	PROJECT

**PURCHASE ORDER
CITY OF BOYNTON BEACH, FLORIDA**

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 170612
DATE: 12/13/16

VENDOR 12444

TO: TELVUE CORPORATION
16000 HORIZON WAY
SUITE 100
MT. LAUREL, NJ 08054

SHIP TO:
City of Boynton Beach
ITS DEPARTMENT
100 E BOYNTON BEACH BLVD
BOYNTON BEACH, FL 33435

REQUISITION NO. 67939	ORDERING DEPARTMENT: ITS	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
13	1.00 EA	EPISODE PRO 7 - PC OR MAC Episode is a multi-format encoding application for PC that encodes video to all major Web, DVD authoring, mobile, portable device formats, and pro formats (MXF, GXF, IMX, MPEG-2/-4 TS). If using for HyperCaster, then Episode Pro Audio is Required /TPCL	1075.5000	1075.50
14	1.00-EA	TRADE-INCREDIT Credit For Trade-in Equipment: Server, WEBUS, Knox switch	2500.0000	2500.00-
15	50.00 DL	HYPERCASTERB100-SHIP Shipping Charge - B100 Series /TPCL	1.0000	50.00
16	50.00 DL	INFOVUE SHIP InfoVue Shipping /TPCL	1.0000	50.00
17	100.00 DL	MISC-SHIP Shipping Charges - Components, Cisco switch, BMD, Drake	1.0000	100.00

REMARKS:
BBTV REPLACEMENT HARDWARE & SOFTWARE.
SOLE SOURCE VENDOR
QUOTE #Q-012377
DO NOT MAIL PO - ITS WILL SEND TO VENDOR

PROCUREMENT SERVICES:	<i>J. H. 12/13/16</i>	P.O. TOTAL:	16000.69
ACCOUNT NO. 001-1510-513.64-15	PROJECT		

PURCHASE REQUISITION NBR: 0000067939
 STATUS: DEPT APPROVAL
 REASON: BBTV REPLACEMENT HARDWARE AND SOFTWARE
 DATE: 12/08/16
 DELIVER BY DATE: 1/05/17

SUGGESTED VENDOR: 12444 TELVUE CORPORATION
 SUGGESTED VENDOR: 12444 TELVUE CORPORATION

REQUISITION BY: ITS
 SHIP TO LOCATION: ITS

LINE NBR DESCRIPTION QUANTITY UOM UNIT COST EXTEND COST VENDOR PART NUMBER

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
2	00115105136415	MACHINERY AND EQUIPMENT	100.00	675.00
3	00115105136415	COMPUTER EQUIPMENT	100.00	1255.50
4	00115105136415	MACHINERY AND EQUIPMENT	100.00	4455.00
5	00115105136415	COMPUTER EQUIPMENT	100.00	.00
6	00115105136415	MACHINERY AND EQUIPMENT	100.00	629.99
7	00115105136415	COMPUTER EQUIPMENT	100.00	265.50
8	00115105136415	MACHINERY AND EQUIPMENT	100.00	1979.10
9	00115105136415	COMPUTER EQUIPMENT	100.00	215.10
10	00115105136415	MACHINERY AND EQUIPMENT	100.00	.00
11	00115105136415	COMPUTER EQUIPMENT	100.00	1350.00
12	00115105136415	MACHINERY AND EQUIPMENT	100.00	450.00
13	00115105136415	COMPUTER EQUIPMENT	100.00	1075.50
14	00115105136415	MACHINERY AND EQUIPMENT	100.00	2500.00
15	00115105136415	COMPUTER EQUIPMENT	100.00	50.00
16	00115105136415	MACHINERY AND EQUIPMENT	100.00	50.00
17	00115105136415	COMPUTER EQUIPMENT	100.00	100.00
				16000.69

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

BBTV replacement hardware and software includes special anniversary pricing for B100 Hypercaster SDI and ProVue graphics bundle (expires 12/31/16), trade in credit for existing equipment, plus applicable municipal discounts.

APPROVALS

City Manager _____ Date 12/12/16
 Finance Dept. _____ Date 12/12/16
 Risk Manager _____ Date 12/14
 City Attorney _____ Date _____

PURCHASE REQUISITION NBR: 0000067939

STATUS: DEPT APPROVAL
REASON: BBTV REPLACEMENT HARDWARE AND SOFTWARE
SUGGESTED VENDOR: 12444 TELVUE CORPORATION

DATE: 12/08/16
DELIVER BY DATE: 1/05/17

REQUISITION BY: ITS
SHIP TO LOCATION: ITS

REQUISITION COMMENTS:

Quote# Q-012377
Sole Source Vendor
Do NOT mail - I.T.S. will send to the vendor

PURCHASE REQUISITION NBR: 0000067939

STATUS: DEPT APPROVAL
REASON: BBTV REPLACEMENT HARDWARE AND SOFTWARE

DATE: 12/08/16
DELIVER BY DATE: 1/05/17

REQUISITION BY: ITS
SHIP TO LOCATION: ITS

SUGGESTED VENDOR: 12444 TELVUE CORPORATION

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
12	STD-SW-CTRL Supported Switcher COMMODITY: DATA PROC SERV &SOFTWARE SUBCOMMOD: SOFTWARE MAINT/SUPPORT		EA			
13	EPISODE PRO 7 - PC OR MAC Episode is a multi-format encoding application for PC that encodes video to all major Web, DVD authoring, and mobile, portable, device formats, and pro formats (MXF, GXF, IMX, MPEG-2/-4 TS). If using for HyperCaster, then Episode Pro Audio is Required /TPCL COMMODITY: DATA PROC SERV &SOFTWARE SUBCOMMOD: SOFTWARE MAINT/SUPPORT	1.00	EA	1075.5000	1075.50	
14	TRADE-IN CREDIT Credit For Trade-in Equipment: Server, WEBUS, Knox switch COMMODITY: COMPUTERS, DP & WORD PROC. SUBCOMMOD: WORD PROC. EQUIPMENT	1.00	EA	2500.0000	2500.00	
15	HYPERCASTERB100-SHIP Shipping Charge - B100 Series /TPCL COMMODITY: SHIPPING AND HANDLING SUBCOMMOD: SHIPPING & HANDLING	50.00	DL	1.0000	50.00	
16	INFOVUE SHIP InfoVue Shipping /TPCL COMMODITY: SHIPPING AND HANDLING SUBCOMMOD: SHIPPING & HANDLING	50.00	DL	1.0000	50.00	
17	MISC-SHIP Shipping Charges - Components, Cisco switch, BMD, Drake COMMODITY: SHIPPING AND HANDLING SUBCOMMOD: SHIPPING & HANDLING	100.00	DL	1.0000	100.00	

REQUISITION TOTAL: 16000.69

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	AMOUNT
1	00115105136415	MACHINERY AND EQUIPMENT COMPUTER EQUIPMENT	5950.00
			100.00 %

PURCHASE REQUISITION NBR: 0000067939

STATUS: DEPT APPROVAL
 REASON: BBTV REPLACEMENT HARDWARE AND SOFTWARE

DATE: 12/08/16

REQUISITION BY: ITS
 SHIP TO LOCATION: ITS

DELIVER BY DATE: 1/05/17

SUGGESTED VENDOR: 12444 TELVUE CORPORATION

 LINE NBR DESCRIPTION QUANTITY UOM UNIT COST EXTEND COST VENDOR PART NUMBER

6 Cisco SG300-28 28-Port Gigabit Managed Switch/TPCL 1.00 EA 629.9900 629.99

COMMODITY: COMPUTERS, DP & WORD PROC.
 SUBCOMMOD: WORD PROC. EQUIPMENT

7 BLACK MAGIC -MINI-SDI-TO-ANALOG Black Magic SDI to Analog Mini-Converter/TPCL 1.00 EA 265.5000 265.50

COMMODITY: COMPUTERS, DP & WORD PROC.
 SUBCOMMOD: WORD PROC. EQUIPMENT

8 PEG-NE24-IP-C Drake MPEG2/H.264 Encoder with SDI and Composite Video/Analog Audio inputs. Shipped with a gigabit copper SFP./TPCL 1.00 EA 1979.1000 1979.10

COMMODITY: COMPUTERS, DP & WORD PROC.
 SUBCOMMOD: WORD PROC. EQUIPMENT

9 PEG-RK-KIT Drake PEG-RK-KIT for NE-24 series of encoders. Includes rack panel for 3 encoders, triple power supply, and power supply mounting bracket./TPCL 1.00 EA 215.1000 215.10

COMMODITY: COMPUTERS, DP & WORD PROC.
 SUBCOMMOD: WORD PROC. EQUIPMENT

10 PROVUE GRAPHICS -BASIC Optional Basic Graphics for ProVue IRU or HyperCaster ProVue Inside - Adjustable On-Screen Text Crawl and Logo Insertion 1.00 DL .0001 .00

COMMODITY: DATA PROC SERV &SOFTWARE
 SUBCOMMOD: SOFTWARE MAINT/SUPPORT

11 HYPERCASTER IP CAPTURE IP Capture Option - Capture an HD / SD MPEG-2 TS on schedule and store as a file. The captured file can be played out locally or transferred to another device. 1.00 EA 1350.0000 1350.00

COMMODITY: DATA PROC SERV &SOFTWARE
 SUBCOMMOD: SOFTWARE MAINT/SUPPORT

12 STD-SW-CTRL Option - Switcher Control Software, 1.00 EA 450.0000 450.00

PURCHASE REQUISITION NBR: 0000067939

STATUS: DEPT APPROVAL
 REASON: BBTV REPLACEMENT HARDWARE AND SOFTWARE
 SUGGESTED VENDOR: 12444 TELVUE CORPORATION

DATE: 12/08/16
 DELIVER BY DATE: 1/05/17

REQUISITION BY: ITS
 SHIP TO LOCATION: ITS

 LINE NBR DESCRIPTION QUANTITY UOM UNIT COST EXTEND COST VENDOR PART NUMBER

1 HYPERCASTER B100-SDI-30 1.00 EA 5950.0000 5950.00

Digital Video Server (1RU),
 Single MPEG-2/H.264 SDI
 Playback Channel, Up to 3
 Optional IP output channels, 120
 GB SSD HD for OS, Content
 Storage: 1.7 TB, Dual Gige,
 Network Share Ready.
 DISCOUNT PRICE VALID
 UNTIL 31DEC2016.
 COMMODITY: COMPUTERS, DP & WORD PROC.
 SUBCOMMOD: WORD PROC. EQUIPMENT

2 HYPERCASTER B100-4TB 1.00 EA 675.0000 675.00

Option - B100 - 4 TB Hard Drive
 COMMODITY: COMPUTERS, DP & WORD PROC.
 SUBCOMMOD: WORD PROC. EQUIPMENT

3 BLACK MAGIC SMARTVIDEOHUB 12X12 6G 1.00 EA 1255.5000 1255.50

Advanced 12 x 12 multi format
 SD, HD and Ultra HD SDI router
 with built in video monitoring,
 spin knob control, 6G-SDI
 technology./TPCL
 COMMODITY: COMPUTERS, DP & WORD PROC.
 SUBCOMMOD: WORD PROC. EQUIPMENT

4 INFOVUE PRO 1.00 EA 4455.0000 4455.00

Professional rackmount InfoVue
 digital signage player. Core i7
 3.2GHz, 4GB RAM, 120GB SSD
 storage, HDMI & IP output up to
 1080p. Includes access to
 cloud-based InfoVue signage
 application for full design,
 management, and scheduling of
 one or more players
 COMMODITY: COMPUTERS, DP & WORD PROC.
 SUBCOMMOD: WORD PROC. EQUIPMENT

5 INFOVUE STICK -PREVIEW 1.00 DL .0001 .00

InfoVue Stick - Digital Signage
 preview player. HDMI output
 with up to 1080p output. WiFi
 access for content loading. For
 previewing only - not for
 production use.
 COMMODITY: COMPUTERS, DP & WORD PROC.
 SUBCOMMOD: WORD PROC. EQUIPMENT



CITY OF BOYNTON BEACH

REQUEST FOR PURCHASE OVER \$10,000

Date: 12/12/2016

Requesting Department: I.T.S.

Contact Person: Marty Stevens

Explanation for Purchase:

The TelVue/BBTV upgrade project is approved in the FY2016-17 Budget. This will replace end-of-life hardware, software and infrastructure to continue supporting and broadcasting on BBTV Comcast channel for Boynton Beach subscribers.

Recommended Vendor Telvue Corporation

Dollar Amount of Purchase 16,001

Source for Purchase (check and attach backup materials):

- | | | | |
|--------------------------|--------------------------|---------------|-------------------------------------|
| Three Written Quotations | <input type="checkbox"/> | GSA | <input type="checkbox"/> |
| State Contract | <input type="checkbox"/> | PRIDE/RESPECT | <input type="checkbox"/> |
| SNAPS | <input type="checkbox"/> | Sole Source | <input checked="" type="checkbox"/> |
| Piggy-Back | <input type="checkbox"/> | Budgeted Item | <input type="checkbox"/> |
| Emergency Purchase | <input type="checkbox"/> | Other | <input type="checkbox"/> |

Contract Number: _____

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:

001-1510-513-64.15

Approvals:

Department Head 

Date 12/12/2016

Purchasing Agent 

Date 12/12/16

Asst City Manager _____

Date _____

City Manager 

Date 12/12/16



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TELVue CORPORATION
16000 HORIZON WAY, SUITE 100
MT. LAUREL, NJ 08054

Quote#: Q-012377
Quote Issued: 2016-12-08
Quote Expiration: 2016-12-31

TelVue Quotation – Confidential	TelVue Contact Information
<p>Prepared for: John McNally Boynton Beach FL ITS Director and Tech Contact mcnallyj@bbfl.us (561) 742-6073</p> <p>Ship to address: 100 E. Boynton Beach Blvd. Boynton Beach, FL 33435 USA</p>	<p>Prepared by: Denise Rolfe TelVue Corporation Email: drolfe@telvue.com Phone: (800) 885-8886 Fax: (856) 866-7411</p> <p>Please use Fax No. to submit signed quote, or email orders@telvue.com</p>

Special Terms
<p>Includes special anniversary pricing for B100 Hypercaster SDI and ProVue graphics bundle (expires 12/31/16), trade in credit for existing equipment, plus applicable municipal discounts.</p> <p>*Prior to signing the quote in indication of your acceptance as a purchase order, please confirm the billing contact information and shipping information above.</p> <p>*If you have any questions please contact your TelVue contact (identified above).</p>

Customer Acceptance
<p>This quote is good for 30 days from date of issue or until any expiration date stated in the special terms field.</p> <p>By signing below, customer accepts quote as purchase order on the above terms:</p> <p>Printed Name: _____ Title: _____</p> <p>Signature: _____ Date: _____</p>

Thank you for your business. The following page contains a quote for TelVue products and services.



TELVue CORPORATION
16000 HORIZON WAY, SUITE 100
MT. LAUREL, NJ 08054

Quote#: Q-012377
Quote Issued: 2016-12-08
Quote Expiration: 2016-12-31

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Hardware								
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price
B100 Series								
1.00	HyperCaster B100-SDI-30	Digital Video Server (1RU), Single MPEG-2/H.264 SDI Payout Channel, Up to 3 optional IP output channels, 120 GB SSD HD for OS, Content Storage: 1.7 TB, Dual GigE, Network Share Ready. DISCOUNT PRICE VALID UNTIL 31DEC2016.	<input checked="" type="checkbox"/>	\$5,950.00		\$5,950.00	\$5,950.00	\$5,950.00
1.00	HyperCaster B100-4TB	Option - B100 - 4 TB Hard Drive	<input checked="" type="checkbox"/>	\$750.00	10.00%	\$750.00	\$675.00	\$675.00
Third Party								
1.00	Black Magic Smart Videohub 12x12 6G	Advanced 12 x 12 multi format SD, HD and Ultra HD SDI router with built in video monitoring, spin knob control, 6G-SDI technology./TPCL	<input type="checkbox"/>	\$1,395.00	10.00%	\$1,395.00	\$1,255.50	\$1,255.50
InfoVue								
1.00	InfoVue Pro	Professional rackmount InfoVue digital signage player. Core i7 3.2GHz, 4GB RAM, 120GB SSD storage, HDMI & IP output up to 1080p. Includes access to cloud-based InfoVue signage application for full design, management, and scheduling of one or more players	<input checked="" type="checkbox"/>	\$4,950.00	10.00%	\$4,950.00	\$4,455.00	\$4,455.00
1.00	InfoVue Stick - Preview	InfoVue Stick - Digital Signage preview player. HDMI output with up to 1080p output. WiFi access for content loading. For previewing only - not for production use.	<input checked="" type="checkbox"/>	\$195.00	100.00%	\$195.00	\$0.00	\$0.00
Third Party								
1.00	SG300-28	Cisco SG300-28 28-Port Gigabit Managed Switch/TPCL	<input type="checkbox"/>	\$699.99	10.00%	\$699.99	\$629.99	\$629.99
1.00	Black Magic - MINI-SDI-TO-ANALOG	Black Magic SDI to Analog Mini-Converter/TPCL		\$295.00	10.00%	\$295.00	\$265.50	\$265.50



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Hardware								
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price
1.00	PEG-NE24-IP-C	Drake MPEG2/H.264 Encoder with SDI and Composite Video/Analog Audio inputs. Shipped with a gigabit copper SFP./TPCL	<input type="checkbox"/>	\$2,199.00	10.00%	\$2,199.00	\$1,979.10	\$1,979.10
1.00	PEG-RK-KIT	Drake PEG-RK-KIT for NE-24 series of encoders. Includes rack panel for 3 encoders, triple power supply, and power supply mounting bracket./TPCL	<input type="checkbox"/>	\$239.00	10.00%	\$239.00	\$215.10	\$215.10
								\$15,425.19

Software								
Qty.	Item Name	Description	TC Elig.	List Price	Discount	Sales Price	Unit Net Price	Ext. Net Price
B100 Series								
1.00	ProVue Graphics - Basic	Optional Basic Graphics for ProVue 1RU or HyperCaster ProVue Inside - Adjustable On-Screen Text Crawl and Logo Insertion	<input checked="" type="checkbox"/>	\$1,000.00	100.00%	\$1,000.00	\$0.00	\$0.00
B-Series Optional Items								
1.00	HyperCaster IP Capture	IP Capture Option - Capture an HD / SD MPEG-2 TS on schedule and store as a file. The captured file can be played out locally or transferred to another device.	<input checked="" type="checkbox"/>	\$1,500.00	10.00%	\$1,500.00	\$1,350.00	\$1,350.00
1.00	STD-SW-CTRL	Option - Switcher Control Software, Supported Switcher	<input checked="" type="checkbox"/>	\$500.00	10.00%	\$500.00	\$450.00	\$450.00
Third Party								
1.00	Episode Pro 7 - PC or Mac	Episode is a multi-format encoding application for PC that encodes video to all major Web, DVD authoring, mobile, portable device formats, and pro formats (MXF, GXF, IMX, MPEG-2/4 TS). If using for HyperCaster, then Episode Pro Audio is Required /TPCL		\$1,195.00	10.00%	\$1,195.00	\$1,075.50	\$1,075.50
								\$2,875.50



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Other							
Qty.	Item Name	Description	TC Elig.	List Price	Sales Price	Unit Net Price	Ext. Net Price
1.00	Trade-In Credit	Credit For Trade-in Equipment: Server, WEBUS, Knox switch	<input type="checkbox"/>	\$0.00	(\$2,500.00)	(\$2,500.00)	(\$2,500.00)
							- \$2,500.00

Shipping & Handling							
Qty.	Item Name	Description	TC Elig.	List Price	Sales Price	Unit Net Price	Ext. Net Price
B100 Series							
1.00	HyperCaster B100-SHIP	Shipping Charge - B100 Series /TPCL	<input type="checkbox"/>	\$50.00	\$50.00	\$50.00	\$50.00
InfoVue							
1.00	InfoVue Ship	InfoVue Shipping /TPCL	<input type="checkbox"/>	\$50.00	\$50.00	\$50.00	\$50.00
Third Party							
1.00	MISC-SHIP	Shipping Charges - Components, Cisco switch, BMD, Drake	<input type="checkbox"/>	\$0.00	\$100.00	\$100.00	\$100.00
						Sub-total	\$200.00

Total Item Count: 17

Grand Total: \$16,000.69

A finance / late fee of 1% per month will be added to an unpaid balance each month thereafter. Purchases of equipment outside of the United States require advance payment or letter of credit.

Net 30 Days. 2% cash/1% net 15. Credit cards are accepted.



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Noted Service Options:

TelVue Care™ is quoted as 15% of the value at sale of TelVue Care™ eligible equipment for year 2 coverage, declining (straight line) to 7.5% in the 5th year coverage if prepaid.

Year 2 TelVue Care™: 0.00
Year 3 TelVue Care™: 0.00
Year 4 TelVue Care™: 0.00
Year 5 TelVue Care™: 0.00



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TelVue Terms & Conditions

The products ("Products") and services ("Services") provided by TelVue Corporation (TEL VUE) to you ("Customer") are subject to the following terms and conditions ("Terms and Conditions"). By placing an order with TEL VUE, Customer agrees to be bound by these terms and conditions. These Terms and Conditions shall apply to all quotations and offers made and accepted by TEL VUE. The Terms and Conditions contained herein are subject to change at any time by TEL VUE in its sole discretion and without notice to any potential purchaser of the TelVue's products and services. No purchase order submitted under these quoted Terms and Conditions shall be deemed to create a binding contract until such time as TelVue accepts such purchase order. TelVue reserve the right to decline any purchase order based on this quote at its sole discretion. Customer agrees that these Terms and Conditions may in some instances conflict with some of the terms and conditions affixed to the purchase order or procurement document issued by the Customer. In that case, the Terms and Conditions contained herein shall govern and acceptance of Customer's order is expressly conditioned upon Customer's acceptance of these Terms and Conditions whether the Customer accepts the Terms and Conditions by written acknowledgment, implication, or acceptance and payment of Products or Services purchased. TEL VUE's failure to object to provisions contained in any communication from Customer to the contrary shall not be deemed a waiver of the provisions of these Terms and Conditions. TEL VUE will use commercially reasonable efforts to ship Products to Customer's address listed on the TEL VUE Quote Form, and to provide Services to Customer's authorized users in accordance with the scheduled date specified by TEL VUE. Customer acknowledges and agrees that delivery schedules are subject to change. TEL VUE will notify Customer of any anticipated delay of thirty (30) or more days in delivery of the Products or Services purchased. Products are delivered F.O.B. TEL VUE shipping point. Customer shall pay all shipping charges, including without limitation, transportation charges and insurance premiums, and shall be responsible for all taxes, duties and other government assessments. Customer shall pay TEL VUE for any product or service fee (collectively, "FEES") set forth on TEL VUE's Quote Form. Payment shall be made in U.S. dollars in the U.S. where Customer has established credit, and the terms of payment will be "NET 30" -- thirty (30) days from invoice date unless otherwise indicated on the invoice. Any FEES not paid by Customer when due shall bear interest until paid at a rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or the maximum rate permitted by law, whichever is less. Customer shall be responsible for the costs, including without limitation, attorneys' fees and court costs, incurred by TEL VUE in connection with TEL VUE's collection of any past-due FEES. Customer shall bear and be solely responsible for the payment of all taxes levied or assessed in connection with the Products and Services, if any, including without limitation, all sales, use, rental receipt, personal property, import and monthly or other taxes (but excluding taxes based solely upon TEL VUE's income). In addition to any other remedy available to it, TEL VUE may suspend or terminate the Services, in whole or in part, upon Customer's failure to timely pay the FEES without incurring any liability to Customer or others associated with Customer. All FEES paid and charges made prior to any termination as provided herein are nonrefundable. Termination of the Services shall not release Customer from any obligation to pay accrued charges on FEES. TEL VUE may increase its FEES for any TEL VUE-provided content and third-party software to the extent that its licensors raise their fees to TEL VUE upon not less than thirty (30) days prior written notice to the Customer. If the increases exceed ten percent (10%) of the then current FEES, Customer may choose to delete the TEL VUE-provided content or third-party software, as applicable. TEL VUE reserves the right to begin charging Services FEES if the Services are not launched by Customer within one hundred twenty (120) days of the order date through no fault of TEL VUE. Customer shall comply with all export laws and restrictions and regulations of the Department of Commerce or other United States or foreign agency or authority, and shall not export, or allow the export or re-export of the Products or any Confidential Information or any direct product thereof in violation of any such restrictions, laws or regulations, or to Afghanistan, the People's Republic of China or any Group Q, S, W, Y, or Z country specified in the then current Supplement No. 1 to Section 770 of the U.S. Export Administration Regulations (or any successor supplement or regulations); Customer shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to the export from the U.S. of all material or items deliverable by TEL VUE to any location and shall demonstrate to TEL VUE compliance with all applicable laws and regulations prior to delivery thereof by TEL VUE. TEL VUE warrants to Customer that the Products or Services offered by TEL VUE pursuant to these Terms and Conditions shall conform to the specifications for such Products or Services mutually agreed to by the parties in writing at the time of shipment. The warranty period for hardware-based Products shall be twelve (12) months from the date of shipment. Customer's sole remedy for breach of the foregoing warranties shall be limited to Product replacement, or if replacement is inadequate, or in TEL VUE's sole discretion impractical, to refund the purchase price. TEL VUE PROVIDES THE PRODUCTS AND SERVICES "AS IS" AND MAKES NO WARRANTY THAT THE PRODUCTS OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES TEL VUE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE PRODUCTS OR SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE PRODUCTS OR SERVICES. EXCEPT AS SET FORTH HEREIN, OR IN A WRITTEN AGREEMENT BETWEEN THE PARTIES THAT EXPRESSLY AMENDS TEL VUE'S WARRANTY, AND SUBJECT TO APPLICABLE LAW, TEL VUE MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NONINFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING



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SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. To the extent that TELVUE data is transmitted over the Internet, Customer acknowledges and agrees that TELVUE has no control over the functioning of the Internet and TELVUE makes no representations or warranties of any kind regarding the performance of the Internet.

TELVUE and Customer are independent contractors in the performance of these Terms and Conditions, and each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Customer is responsible for and will indemnify TELVUE from any and all claims, liabilities, damages, debts, settlements, costs, attorney's fees, expenses and liabilities of any type whatsoever that may arise in connection with the purchase and use of Products or Services and on account of Customer's activities, or those of its employees or agents, including without limitation, providing unauthorized representations or warranties (or failing to effectively disclaim all warranties and liabilities on behalf of TELVUE) to its customers or breaching any term, representation or warranty of these Terms and Conditions.

Certain TELVUE Products and Services require a full-time Internet connection for proper operation. An Internet connection may also be required for remote TELVUE support. Customer is responsible for providing Internet access that meets TELVUE's requirements. Customer shall provide TELVUE with access to Customer's technical personnel, facilities, systems, databases and information as necessary or appropriate for TELVUE to perform its obligations under these Terms and Conditions. Customer shall be solely responsible for all content supplied by Customer. Customer represents and warrants to TELVUE that such content will not violate or infringe any copyright, patent, trademark, trade secret, confidentiality or other proprietary right of any third party. License granted to Customer is for the object code version of the Products or Services and TELVUE-provided content only. Customer has no rights to the source code for the Products or Services or any TELVUE-provided content. Customer shall not permit anyone under Customer's direction or control to, reverse engineer, disassemble, de-compile or remove any identifying mark of TELVUE or its licensors from the Products, Services or any TELVUE-provided content or attempt to do so. Customer may not modify, adapt, translate or create derivative works of the Products, Services or any TELVUE-provided content without TELVUE's express written consent. The Services are licensed as a single product. TELVUE-provided content may be used only in conjunction with the Services. TELVUE shall retain all Proprietary Rights in and to the aforementioned and to any discoveries, improvements, inventions (whether or not patentable), ideas or know how that is conceived, learned, or reduced to practices by TELVUE in the course of performance under these Terms and Conditions. Both parties agree that all system designs, computer programs, data, processes, trade secrets, inventions (whether or not patentable), algorithms, know-how, and ideas and all other business, marketing, technical and financial information they obtain from the other party constitute "Confidential Information" of the disclosing party if marked as such when disclosed in writing, or if disclosed orally, designated as such within 10 days of oral disclosure. Except as expressly and unambiguously allowed under these Terms and Conditions, TELVUE and Customer agree to hold in confidence and not use or disclose the other party's Confidential Information. The receiving party shall not be obligated for any information which it can document: is in or (through no improper action or inaction by the receiving party) enters the public domain (and is readily available without substantial effort), or was rightfully in its possession or known by it prior to receipt from the disclosing party, or was rightfully disclosed to it by another person without restriction, or was independently developed by it by persons without access to such information and without use of any Confidential Information of the disclosing party, or is required to be disclosed pursuant to local or federal statutes and/or regulations. These obligations shall continue for a period of three (3) years from disclosure. TELVUE WILL NOT BE LIABLE WITH RESPECT TO OR ARISING OUT OF ANY SUBJECT MATTER OF THESE TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE AMOUNTS PAID TO TELVUE HERE UNDER OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST OF PROFITS, BUSINESS REVENUES OR SAVINGS, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES. TELVUE SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL. THE ENTIRE RISK ARISING OUT OF THE USE AND/OR PERFORMANCE OF THE PRODUCTS OR SERVICES REMAINS WITH CUSTOMER. IN NO EVENT SHALL TELVUE OR ITS LICENSORS OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF USE OF OR INABILITY TO USE ANY PRODUCTS OR SERVICE, EVEN IF TELVUE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR ARE OTHERWISE FORSEEABLE. IN THE EVENT A JURISDICTION DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THESE LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

TelVue Hardware Warranty and TelVue Care Extended Warranty Terms and Conditions - TelVue Corporation (TelVue) will at its option, either repair, replace or upgrade software and/or firmware on any product manufactured by TelVue which proves to be defective in materials or workmanship or fails to meet the specifications which are in effect on the date of shipment or such other specifications as may have been expressly agreed upon in writing for a period of one (1) year from the date of original purchase. With optional TelVue Care, the equipment owner can extend these terms for up to four additional years. Certain products



WE SHARE YOUR VISION™

TELVue CORPORATION
16000 HORIZON WAY, SUITE 100
MT. LAUREL, NJ 08054

Quote#: Q-012377
Quote Issued: 2016-12-08
Quote Expiration: 2016-12-31

that are not manufactured but are resold by TelVue will carry the original OEM warranty for that product. In the case of a failure, the customer will be responsible for round trip shipping costs to TelVue and up to a \$500 maximum factory repair service deductible. This warranty does not cover damage resulting from (i) use or installation other than in strict accordance with manufacturer's written instructions, (ii) disassembly or repair by someone other than the manufacturer or a manufacturer-authorized repair center, (iii) misuse, misapplication or abuse, (iv) alteration, (v) lack of reasonable care or (vi) acts of God. A \$500 reactivation fee will apply to a lapsed warranty for TelVue Care on equipment.

If any provision of these Terms and Conditions is held unenforceable by a court of competent jurisdiction, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms and Conditions shall otherwise remain in full force and effect and enforceable. These Terms and Conditions shall be governed by and construed under the laws of the State of New Jersey and the United States without regard to the conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. The parties agree that venue for any action of any kind shall be Burlington County, New Jersey. Any waiver or amendment to these Terms and Conditions shall be effective only if made in writing and signed by a representative of the respective parties, authorized to bind the parties. The prevailing party in any action to enforce these Terms and Conditions shall be entitled to recover costs and expenses, including, without limitation, attorneys' fees. Notices given under these Terms and Conditions shall be in writing and considered to be received upon the earlier of actual receipt or five (5) days after mailing if mailed postage prepaid by regular mail, or one (1) day after such notice is sent by major commercial rapid delivery courier or facsimile transmission. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights.

INFOVUE - Terms & Conditions: InfoVue is sold under additional terms and conditions related to various optional information services available. These terms and conditions are contained on the TelVue web site. It is the responsibility of the Customer/User to review those terms and conditions and to ensure compliance with them. The terms and conditions for InfoVue can be found at:
<http://www.telvue.com/wp-content/uploads/InfoVue-End-User-Licensing-Terms-and-Conditions-2015-5-4.pdf>

The information contained in this quote is confidential and proprietary to TelVue Corporation and may not be disclosed to third parties or duplicated, in whole or in part, without the prior consent of TelVue Corporation.



TELVue CORPORATION
16000 HORIZON WAY, SUITE 500
MT. LAUREL, NJ 08054

Dec. 1, 2016

Sole Source Statement

To Whom it may concern:

TelVue's server software is proprietary and it runs on PC server hardware and video decoders specially selected by TelVue for optimal performance. Our business model is straightforward: the TelVue servers are offered only by TelVue, because we don't release proprietary code separately from the hardware. This proposed system upgrade for the city of Boynton Beach, FL, is the only one that is compatible in terms of "parts."

As above, it is our proprietary software for content management and scheduling that we alone service and support. TelVue is the only company that can offer Boynton Beach, FL a trade in credit for its existing playback system, and special purchase pricing for a new one. TelVue is also able to offer Boynton Beach, FL applicable municipal discounting against retail pricing as well, making this proposal and its options better than any others.

Paul Andrews, SVP-Marketing and Sales
TelVue Corporation
16000 Horizon Way, Suite 500
Mt. Laurel, NJ 08054
pandrews@telvue.com

**PURCHASE ORDER
CITY OF BOYNTON BEACH, FLORIDA**

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 170616
DATE: 12/14/16

VENDOR 15871

TO: CPH, INC.
500 WEST FULTON ST.
SANFORD, FL 32771

SHIP TO:
City of Boynton Beach
PUBLIC WORKS DEPARTMENT
222 N.E. 9TH AVENUE
BOYNTON BEACH, FL 33435

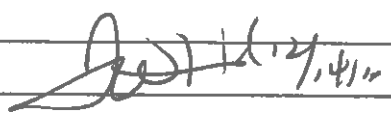
REQUISITION NO. 67887	ORDERING DEPARTMENT: FACILITIES/GJ	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	17150.00 DL	ENGINEERED DRAWINGS FOR (2) TWO DIRECTIONAL BORES ON CONGRESS AVE, AS REQUESTED BY P.B.C PERMITTING.	1.0000	17150.00

*THIS AGREEMENT IS COMPOSED OF PART I AND PARTS II. PART I INCLUDES DETAILS OF THE SERVICES TO BE PERFORMED, TIMING OF THE SERVICES, AND COMPENSATIONS. PART II CONTAINS THE CPH'S STANDARD HOURLY RATE TABLE AND STANDARD CONTRACT PROVISIONS, WHICH ARE THE GENERAL TERMS OF THE ENGAGEMENT BETWEEN CITY OF BOYNTON BEACH, HEREIN AFTER CALLED THE "CLIENT", AND CPH, INC, HEREIN AFTER CALLED "CHP."

*RFP-GENERAL CONSULTING SERVICES

REMARKS:
 BID #017-2821-14/DJL; 8/1/14 - 7/31/17
 COMMISSION APPROVED 7/1/14
 SEE ATTACHED PROPOSAL DATED 11/21/16

PROCUREMENT SERVICES:		P.O. TOTAL:	17150.00
ACCOUNT NO. 001-2730-572.46-98	PROJECT		

PURCHASE REQUISITION NBR: 0000067887
 REQUISITION BY: FACILITIES/GJ
 SHIP TO LOCATION: PUBLIC WORKS
 STATUS: DEPT APPROVAL
 REASON: DIRECTIONAL BORES (QTY 2) LOCATED ON CONGRESS AVE
 SUGGESTED VENDOR: 15871 CPH, INC.
 DATE: 11/30/16

DELIVER BY DATE: 12/01/16

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	ENGINEERED DRAWINGS FOR (2) TWO DIRECTIONAL BORES ON CONGRESS AVE, AS REQUESTED BY P.B.C PERMITTING.	1.00	EA	17150.0000	17150.00	

*THIS AGREEMENT IS COMPOSED OF PART I AND PARTS II. PART I INCLUDES DETAILS OF THE SERVICES TO BE PERFORMED, TIMING OF THE SERVICES, AND COMPENSATIONS. PART II CONTAINS THE CPH'S STANDARD HOURLY RATE TABLE AND STANDARD CONTRACT PROVISIONS, WHICH ARE THE GENERAL TERMS OF THE ENGAGEMENT, BETWEEN CITY OF BOYNTON BEACH, HEREIN AFTER CALLED THE "CLIENT", AND CPH, INC, HEREIN AFTER CALLED "CHP."

*RFP-GENERAL CONSULTING SERVICES
 COMMODITY: MISCELLANEOUS SERVICES
 SUBCOMMOD: BORING, DRILL, TEST/FOUNDIN

REQUISITION TOTAL: 17150.00

LINE #	ACCOUNT	PROJECT	AMOUNT
1	00127305724698	REPAIR/MAINTENANCE SRVS. GROUNDS MAINTENANCE	17150.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Bid # 017-2821-14/DSL
8/11/14 - 7/31/17
Cmmn Approved
7/11/14

APPROVALS

City Manager [Signature] Date 12/15/16
 Finance Dept [Signature] Date 12/16
 Risk Manager [Signature] Date 12/16/16
 City Attorney _____ Date _____



CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER \$10,000

Date: 11/29/16

Requesting Department: Public Works Div. Contact Person: GAIL MONTZ

Explanation for Purchase:
 Engineering Drawings for (2) two Directional Bases on Congress Ave, as requested by P.B.C. permitting

Recommended Vendor CPH

Gross Amount of Purchase 17,150.00

Source for Purchase (check and attach backup materials):

Three Written Quotations	<input type="checkbox"/>	GSA	<input type="checkbox"/>
State Contract	<input type="checkbox"/>	PRIDE/RESPECT	<input type="checkbox"/>
SNAPS	<input type="checkbox"/>	Sole Source	<input type="checkbox"/>
Piggy-Back	<input type="checkbox"/>	Budgeted Item	<input type="checkbox"/>
Emergency Purchase	<input type="checkbox"/>	Other	<input checked="" type="checkbox"/>

Contract Number: RFP-GENERAL CONSULTING SERVICES (CICA) bid #017-2821-N/25L exp. 7/31/17

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:
001-2730-572-46-90

Approvals:

Department Head	<u>Christina Roberts</u>	Date	<u>12/12/16</u>
Purchasing Agent	<u>JRH</u>	Date	<u>12/12/16</u>
Asst City Manager	_____	Date	_____
City Manager	<u>LJ</u>	Date	<u>12/15/16</u>

Facilities

REQUEST FOR OFFICE ASSISTANCE

FROM: GAIL MOOTZ

Date: 11/29/16

***PRIORITY / DATE NEEDED BY:**

Copy Work – Number of Copies: _____ [Double-sided / Collated & Stapled / _____]
Distribution: _____

Type from the attached / transcription tape / email (to be forwarded upon request)

Request for 121/Direct Pay Req. for the attached -
Vendor or Person to be reimbursed: _____
Account Number: _____ - _____ - _____ - _____ Project No.: _____

Request for Requisition -

Vendor: 15071
CPH

Account Number: 001 - 2730 - 512 - 46 - 98 Project No.: _____

List Items w/Quantities & Unit Costs on the back of this request.

Verbal Quotes (\$500 to \$1,999): Vendor: _____ Cost: _____
Vendor: _____ Cost: _____
Vendor: _____ Cost: _____

- Written Quotes (\$2,000 to \$9,999.99) – Attached.
- Written Quotes (\$10,000 to \$24,999) w/Purchases over \$10,000 Form – Attached.
- Bid/City (Over \$25,000): Bid # _____
- Bid/Other Entity (Over \$25,000): Bid #, Bid Eff. Dates, & Bid Quotes – Attached.

File As: _____

OTHER: _____

Special Instructions:

RFP-GENERAL CONSULTING SERVICES

Request completed by: 

Date completed: 11/29/16

Please sign and return this form to the Office Staff's Inbox; feel free to make any comments below.



**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CPH, INC.
AND
CITY OF BOYNTON BEACH
FOR
JACK AND BORE FOR IRRIGATION**

**IN
CITY OF BOYNTON BEACH**

NOVEMBER 21, 2016

This Agreement is composed of Part I and Part II. Part I includes details of the services to be performed, timing of the services, and compensations. Part II (attached) contains the CPH's Standard Hourly Rate Table and Standard Contract Provisions, which are the general terms of the engagement between **City of Boynton Beach**, herein after called the "CLIENT", and CPH, Inc., herein after called "CPH".

PART I

PROJECT DESCRIPTION

CLIENT proposed to have CPH to provide engineering and surveying services for two directional bores and an extension of two 4" conduits located on Congress Avenue for a water main tap to provide irrigation for the landscape within the median. There are two proposed locations for the directional bores. One is located adjacent to Bru's Room and the other adjacent to Toys-R-Us.

SCOPE OF SERVICES

A. CIVIL ENGINEERING

1.0 ENGINEERING DESIGN

CPH will prepare Engineering Plans (Construction Plans) and details for the directional bores. Final Engineering plans will be designed in accordance with the current standards of the Local jurisdiction of City of Boynton Beach, South Florida Water Management District (SFWMD), Florida Department of Environmental Protection (FDEP), the City of Boynton Beach, and Florida Department of Transportation (FDOT). Storm Water Management will include the "Best Management Practices" proposed by SFWMD. Plans will be supplied to the CLIENT in reproducible form at a suitable scale to fit on a twenty-four inch by thirty-six inch (24" x 36") plan sheet and will be legible, complete in design, and suitable for submittal to the Local jurisdiction of City of Boynton Beach for final review and approval. The plans and data will be reviewed with the CLIENT, prior to submitting the plans to the Local jurisdiction of City of Boynton Beach. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee. Any modifications to these plans requested by the CLIENT after the plans are prepared for submittal to the Local jurisdiction will be performed as an additional service and billed at the Standard Hourly Rates enclosed.

The final plans will include but may not be limited to the following sheets:

- Cover Sheet
- Boundary and Topographic Survey (Provided by Surveyor)
- Utility Plan with Profiles and Details

2.0 PERMITTING

Upon receipt of the CLIENT's approval of the respective plans listed above, CPH will prepare the permit applications and support data for the applicable regulatory agencies, including;

- City of Boynton Beach,
- Florida Department of Transportation (FDOT).

If during the feasibility phase, any other agencies are identified as required to approve the project, an amendment to this agreement will be prepared. Unless specifically noted in this contract, no Rezoning, Land Use Changes, or Special Use Permits are included in this task. CPH will coordinate the processing of the applications through the regulatory agencies, including attendance a limited number of meetings with the agencies that may be necessary to receive the approval. Within this service are up to two (2) meetings or conference calls with each of the regulatory agencies, one (1) submittal of the applications and supporting documents, and two (2) response to agency comments. In order to minimize travel, meetings with multiple agencies will be scheduled, when possible. Meetings required beyond these will be handled as additional service, and billed in accordance with our Standard Hourly Rates. Should there be a potential for denial on an application, the CLIENT will be informed so they may make the appropriate arrangements to retain legal staff to address the denial should it occur. The CLIENT will be financially responsible for any application or filing fee required by the agencies. This task will be performed and billed as a lump sum service. Refer to the Compensation section of this proposal for the proposed fee.

Any modifications to the plans requested by the Regulatory Agencies pertaining to the infrastructure design in the previously mentioned plans, required to meet code, will be addressed by CPH as part of these services. Any modifications requested that are not code issues, or modifications requested by the CLIENT will be addressed as additional services and billed at the Standard Hourly Rates enclosed. Any other permits that may arise during the design or review process, and not outlined above, will be handled as an additional service, and billed in accordance with our Standard Hourly Rates.

3.0 CONSTRUCTION OBSERVATION

CPH proposes to conduct the minimum number of site inspections necessary to certify the project. Should additional meetings, site inspections, or extension contractor coordination be required, they will be handled as additional services and billed at the Standard Hourly Rates enclosed. For purposes of this proposal, no more than two meetings are included within this scope. This task also includes review of as-builts, coordination with the Contractor, and closing out of the permits.

B. SURVEYING

1.0 TOPOGRAPHIC SURVEY

Perform a Topographic Survey as per Rule Chapter 5J-17 of the Florida Administrative Code in compliance with the Standards of Practice of Surveying and Mapping of the State of Florida.

- 50' topographic grid at both directional drill locations to include a 50' offset north and south and 127.5' east and west.
- Location of existing visible above ground improvements & visible utilities within scope.
- Location of designated underground utilities within scope (if marked by others at time of field survey).
- Set two (2) site benchmarks at both directional drill locations.
- Location of trees within scope.
- Signed and sealed Topographic Survey to include both directional drill locations on one survey.

CLIENT-FURNISHED INFORMATION

It is understood that CPH will perform services under the sole direction of the CLIENT. In the performance of these services, CPH will coordinate its efforts with those of other project team members as required. The CLIENT shall provide CPH with project-related technical data including, but not limited to, the following:

- Project size, location, identification number, and building program.
- Current title commitment and any existing boundary and topographic surveys and plats. If CPH is not performing surveying services as part of the contract, CLIENT to provide current boundary and topographic information in AutoCAD 14 or more recent version, or DXF format.
- Previous Environmental investigation reports.
- Previous Geotechnical investigation reports.
- Master plan or development plans for the overall project. Preferably in AutoCAD 14 or more recent version, or DXF format.
- Any other pertinent information concerning this project to which the CLIENT may have access.

CPH will rely upon the accuracy and completeness of CLIENT-furnished information in connection with the performance of services under this Agreement.

CPH will begin performance of the above services upon verbal authorization followed by written authorization within 7 days of the verbal authorization to proceed is received. The schedule is also subject to timely delivery of information by the CLIENT and is exclusive of CLIENT and local review of interim products. If the CLIENT requests that work under this agreement be stopped, the schedule is subject to renegotiation when written authorization to continue is received.

COMPENSATION

Labor

CPH will perform the Scope of Services contained in this Agreement as identified on each task, either lump sum or time and materials. Refer to the Standard Hourly Rate Schedule to be utilized on this project. The following is the break down of fees for each task. Tasks that are identified as Time and Materials (Hourly) have been provided an 'Upset Limit' (USL) budget. The CLIENT will be informed when the services are about to exceed this limit.

<u>Phase No.</u>	<u>Phase Description</u>	<u>Billing Method</u>	<u>Fee</u>
A.	CONSULTANT		
1.0	Engineering Design	Lump Sum	
2.0	Permitting	Lump Sum	
3.0	Construction Observation	Hourly USL	
			\$12,500.00
B.	SURVEYING		
1.0	Topographic Survey	Lump Sum	\$4,650.00

Reimbursable Expenses

In addition to the labor compensation outlined above, CPH shall be reimbursed directly for project specific expenditures such as, but not limited to travel, printing and reprographics, meals, hotel stay, rental cars, postage, and telephone usage. Reimbursable expenses will be billed at their actual cost, without increase.

SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Construction staking.
- Off-site utility analysis and design.
- Off-site storm water analysis and design.
- Expediting the review process of the permits identified herein.
- Any permits not identified herein.
- Change Order preparation.
- Pay request review
- Review of an alternative product in lieu of the product called for on the plans and specifications.
- Special meetings with agencies, other consultants or CLIENT not normally required to perform the work described in the Scope of Services, except those meetings specifically identified in the above Scope of Work
- Special requests by lending institutions or other parties not essential to completing the work described in the Scope of Services
- Permitting efforts relating to obtaining variances for the site development including tree issues, setbacks, parking, etc.
- Traffic studies or signalization design
- Easement or right-of-way vacation or dedication services or platting services

- Services resulting from changes made by CLIENT following the completion of specific project tasks that require re-work by CPH
- Flood Plain Analyses
- Site Specific Maintenance of Traffic Plans
- Any other issues not specifically described in this proposal

Should work be required in any of these areas, or areas not previously described, CPH will prepare a proposal or amendment, at the CLIENT's request, that contains the Scope of Services, fee, and schedule required to complete the additional work item.

CPH, INC. AUTHORIZATION

By: _____

Todd Hendrix, P.E.

Date: _____

Nov 21, 2016

CLIENT AUTHORIZATION

City of Boynton Beach agrees with Part I which includes the Scope of Services and Compensation Schedule. Part II contains CPH's Standard Contract Provisions referenced as Exhibit A and CPH's Standard Hourly Rate Schedule referenced as Exhibit B (attached hereto and acknowledged as being received). Together they constitute the entire Agreement between CPH, Inc. and City of Boynton Beach.

Total Labor Fees for services proposed herein: \$17,150.00 plus reimbursable expenses.

It is understood that fees for the subject project, including but not limited to, application fees, impact fees, utility connection fees, review fees, etc., will be paid directly by the CLIENT.

Payment for services rendered will be due within forty-five (45) days of invoicing. Should the CLIENT choose to not complete the project at any phase of the project, CPH will be due any fees for services up to the time the CLIENT informs CPH in writing to stop work. Payment for services up to the time of the CLIENT'S notice will be due within thirty (30) days of the final invoice. Invoice payments must be kept current for services to continue. CPH reserves the right to terminate or suspend work when invoices become over forty-five (45) days past due. In event that the work is suspended or terminated as a result of non-payment, CLIENT agrees that CPH will not be responsible for CLIENT's failure to meet project deadlines imposed by governments, lenders, or other third parties. Neither is CPH responsible for other adverse consequences as a result of termination or suspension of work for nonpayment of the invoices.

This proposal is void if not executed and returned to CPH within 30 days of CPH's execution of the proposal.

The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. CPH is authorized to do the work as specified and payment will be made as outlined above.

By signing this agreement, I acknowledge that I have the legal authority to enter into this agreement and agree to be bound by the terms contained herein.

By: _____
Signature

Printed Name

Title: _____

Date: _____

Rates & Reimbursables

CPH Standard Rates	
Category	Rate
Principal	\$160
Sr. Project Manager	\$160
Project Manager	\$140
Professional Engineer	\$130
Sr. Project Engineer	\$125
Project Engineer	\$115
Project Designer	\$110
Principal Traffic Engineer	\$160
Sr. Traffic Engineer	\$135
Traffic Engineer	\$115
Traffic Analyst	\$105
Principal Environmental Scientist	\$160
Senior Environmental Scientist	\$125
Lead Environmental Scientist	\$105
Environmental Scientist	\$85
GIS Analyst	\$105
Arborist	\$125
Principal Planner	\$160
Sr. Planner	\$130
Planner	\$100
Principal Architect	\$160
Sr. Architect	\$140
Senior Architectural Manager	\$125
Architect	\$120
Architectural Designer	\$105
Architectural Coordinator	\$85
Principal Structural Engineer	\$160
Senior Structural Engineer	\$140
Structural Engineer	\$115
Principal MEP Engineer	\$160
MEP Project Designer	\$110
MEP Design Technician	\$85
Principal Landscape Architect	\$160
Sr. Landscape Architect	\$125
Landscape Architect	\$105
Sr. Landscape Designer	\$100
Landscape Designer	\$85

CPH Standard Rates	
Category	Rate
Project Coordinator	\$90
Sr. Design Technician	\$105
Design Technician	\$85
Sr. CADD Technician	\$85
CADD Technician	\$75
Administrative	\$75
Clerical II	\$50
Clerical I	\$40
Senior Graphic Designer	\$125
Graphic Designer	\$75
Sr. Construction Manager	\$120
Construction Manager	\$105
Construction Field Representative II	\$100
Construction Field Personnel I	\$80
Principal Surveyor	\$160
Sr. Professional Surveyor	\$130
Professional Surveyor and Mapper	\$125
Field Technician/Designer	\$105
Surveyor In Training	\$100
Survey Project Manager/CADD	\$100
Field Crew Coordinator	\$85
Survey Party Chief	\$75
Survey Instrument Man	\$65
Surveying Sr CADD Tech	\$90
Surveying CADD Tech	\$75
Survey Crew (2 Man)	\$135
Survey Crew (Construction Staking - 2 Man)	\$160
Survey Crew (3 Man)	\$155
GPS (1 Man) / Robotics	\$130
GPS (2 Man)	\$165
1 Man Scanner/Laser Survey Crew	\$265
2 Man Scanner/Laser Survey Crew	\$290

Schedule of Reimbursable Charges

Copies (B&W)		Plots (B&W)		Mileage	At Current IRS Rates
8.5 x 11	\$0.05 Each	11 X 17	\$ 0.21 Each	Phone	At Cost
8.5 x 14	\$0.10 Each	12 X 18	\$ 0.24 Each	Postage	At Cost
11 x 17	\$0.20 Each	16 X 21	\$ 0.35 Each	Outside Reimbursables	At Cost
		34 X 22	\$ 0.83 Each		
Copies (Color)		24 X 36	\$ 0.98 Each		
8.5 x 11	\$0.25 Each	30 X 42	\$ 1.42 Each		
8.5 x 14	\$0.30 Each	36 X 48	\$ 1.92 Each		
11 x 17	\$0.35 Each				
Myfars		Plots (Color/Band)			
24 x 36	\$9.00 Each	24 x 36	\$24.00 Each		
32 x 42	\$13.00 Each	30 x 42	\$36.00 Each		
		36 x 48	\$48.00 Each		

Billing and Reimbursable Rates Are Subject To Periodic Review and Adjustment.
Updated: October 12, 2016



EXHIBIT A
Standard Provisions to Agreement

Agreement between City of Boynton Beach (hereinafter referred to as "OWNER/CLIENT") and CPH, Inc. (hereinafter referred to as "CPH") for professional services which may include engineering, surveying, architecture, landscape architecture, environmental, forestry, planning, transportation/traffic, etc. dated November 21, 2016

Standard of Care

CPH will endeavor to provide services in a manner consistent with the level of care and skill ordinarily exercised by other professionals under similar circumstances practicing in the same or similar locality. The standard of care shall be exclusively judged at the time services are rendered and not according to later standards. CPH makes no express or implied warranty with regard to its services.

Compensation, Out of Pocket and Subcontract Expenses

"Compensation" as used in the Agreement includes those costs which are connected with the conditions of employment and pay of the employees and include salaries of those employees directly engaged in the performance of the requested services and employer contributions for social security, workers compensation, unemployment and payroll taxes, medical and insurance benefits, retirement benefits, holiday and sick leave pay and other allowed benefits. "Out of Pocket Expenses" as used in the Agreement include such items as travel and subsistence, printing and reproduction, telephone/communications charges, freight, postage, computer and similar costs. "Subcontract Expenses" as used in this Agreement include subcontracts for special consultants such as licensed land surveyors, soils borings and geotechnical and geohydrological services, laboratory services, environmental scientist services and other professional scientific or technical service organizations.

Invoice payments are due upon receipt of the invoice and must be kept current for services to continue. Payment should be mailed to CPH, Inc. at 500 West Fulton Street, Sanford, FL 32771. If the OWNER/CLIENT fails to pay any invoice due within 45 days of the date of the invoice, CPH may, without waiving any other claim or right against OWNER/CLIENT, suspend services under this agreement until CPH has been paid in full all amounts due CPH and/or any of its consultants and subconsultants. OWNER/CLIENT shall pay CPH interest at 12% per annum on all invoices that remain unpaid for more than 45 days.

Additional Services

"Additional Services" of CPH are services which are not considered normal or customary basic services, except to the extent provided in the basic Agreement, and may include such items as preparation of grant or funding applications and supporting documents; additional services or costs resulting from significant changes in the scope or extent of the project or its design or project delays; providing renderings or models for the OWNER/CLIENT's use; preparing documents for alternate bids; furnishing the services of special consultants; resident project representation or resident inspection; services resulting from the award of additional separate contracts; special field surveys; reproducible Record Drawings or original Drawings; providing "as-built" drawings; additional services during construction; serving as a consultant or witness for the OWNER/CLIENT during any litigation, public hearing, etc.; and services normally furnished by the OWNER/CLIENT; or other services not otherwise specifically provided for in the Agreement. Additional services are not included in the basic payment provisions of the Agreement except to the extent specifically provided herein.

Opinions of Cost

Since CPH has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONTRACTOR(s)' methods of determining prices, or over competitive bidding or market conditions, our opinions of probable project cost and construction cost are made on the basis of our experience and qualifications and represent our best judgment as an experienced and qualified professional, familiar with the construction industry;

but CPH cannot and does not guarantee that proposals, bids, or actual project costs or construction costs will not vary from opinions of probable cost prepared by us.

Use of Documents

All documents including Drawings and Specifications prepared by CPH pursuant to this Agreement belong to CPH and are instruments of our service in respect to the project. They are not intended or represented to be suitable for reuse by the OWNER/CLIENT on another project or any extension of this project, or for use by others on this project, any extension, or any other project. Rights to use of the documents by Owner/Client shall terminate in the event that Owner/Client fails to pay invoices as outlined herein.

Underground Utilities and Structures

The locations of all existing utilities shown on the drawings prepared by CPH will be based on surveys of at-grade or above grade physical culture (such as valve boxes, hydrants, utility poles, permanent markers) and surveying to pick up temporary utility locate markings provided by the utility. CPH assumes no responsibility for the accuracy of utilities shown by temporary markings provided by the utility or the locations of utilities based on other non-physical features (such as plans prepared by others including mark-ups of locations provided by the utility). The below grade vertical and horizontal locations of utilities will not be required to be surveyed by CPH, and consequently, CPH assumes no responsibility for the location of below grade utilities. The OWNER/CLIENT agrees to release CPH from any liability to OWNER/CLIENT for the failure to locate any existing utility where its physical location could not have reasonably been known based on the above.

Termination

The obligation to provide further services under this Agreement, may be terminated by either party upon fifteen (15) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement through no fault of the terminating party. If the Agreement is terminated during prosecution of the services and prior to the completion of services, CPH shall be compensated by the OWNER/CLIENT for all services performed under this Agreement to the date of termination. In addition, CPH will be paid for all reasonable expenses resulting from such termination.

Construction Administration

Where construction administration is provided as a part of the basic services as outlined in the Agreement, CPH shall not be required to make exhaustive or continuous on-site inspections, but shall make periodic observations as may be outlined in more detail in the basic Agreement. CPH shall not be responsible for the means, methods, techniques, procedures of construction, or schedules selected by the CONTRACTOR or the safety precautions and programs incident to the work of the CONTRACTOR. CPH will periodically visit the site at intervals outlined in the Agreement to become generally familiar with the progress of the work to keep the Owner advised of the work. CPH will observe the work of the CONTRACTOR to endeavor to determine if the work is in general conformance with the project documents. CPH shall not be responsible for the failure of the CONTRACTOR to perform the construction work in accordance with the Documents. CPH shall provide the OWNER/CLIENT with written notice of any uncorrected defects or deficiencies coming to its attention in the course of the periodic visits above-mentioned. During such visits and on the basis of its on-site observations, CPH may recommend to the OWNER that the CONTRACTOR's work be disapproved or rejected as failing to conform to the Documents. CPH shall not have the right or duty to stop the CONTRACTOR's work.

Professional Services Provided by Others

Surveying, soils, planning, architecture, landscape architecture, legal, accounting, construction inspection and other services may be provided by the OWNER/CLIENT or others on this project and the results furnished to CPH. It is agreed that CPH may rely upon the results of those services by others in performing its work without verification of same. CPH assumes no responsibility for the accuracy or technical adequacy of such professional services provided by others.

CPH's Approval for Payment

Approval of a CONTRACTOR's application for payment is an expression of opinion by CPH and shall at no time be considered as legal obligation on the part of CPH. Neither shall same be considered as an acceptance of any work or materials furnished. CPH's approval for payment is an expression of opinion by CPH that to the best of our knowledge, information and belief, the quality of the work included for payment is in general accordance with the Contract Documents (subject to an evaluation of the work as a functioning improvement upon substantial completion and to the results of any subsequent tests or inspection made). By approving an application for payment, CPH will not be deemed to have represented that we have made any examination of how or for what purpose any CONTRACTOR has used the money paid on any of the CONTRACTOR's work or that title to any of the CONTRACTOR's work, materials or equipment has passed to the OWNER/CLIENT, free and clear of any liens, claims, security interests or encumbrances.

Checking of Shop Drawings

Checking of shop drawings is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Any action shown is subject to the requirements of the Plans and Specifications. It is the CONTRACTOR's responsibility and not that of the CPH, for dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his work with that of all other trades and the satisfactory performance of his work.

Pre-existing Contaminants

CPH shall not be considered a generator, transporter, or disposer of materials affected by regulated contaminants. Because involvement with OWNER/CLIENT's contaminated substances can expose CPH to severe risks, OWNER/CLIENT shall, to the fullest extent permitted by law, waive any claim against CPH, and indemnify, defend, and hold CPH harmless from any claim or liability for injury or loss allegedly arising from CPH's involvement with OWNER/CLIENT's contaminated substances. OWNER/CLIENT shall also compensate CPH for any time spent or expense incurred by CPH in defense of any such claim. Such compensation shall be based on CPH's prevailing fee schedule and expense reimbursement policy.

Site Safety Responsibilities

CPH's site responsibilities are limited solely to the activities of CPH and CPH's employees on the site. These responsibilities shall not be inferred by any party to mean that CPH has responsibility for site safety for any reason. Safety in, on, or about the site is the sole and exclusive responsibility of the Contractor alone. The Contractor's methods of work performance, superintendence of the contractor's employees and subcontractors, and sequencing of construction are also the sole and exclusive responsibility of the Contractor alone. OWNER/CLIENT warrants that: 1) these responsibilities will be made clear in OWNER/CLIENT's agreement with the Contractor; 2) OWNER/CLIENT's agreement with the Contractor shall require the Contractor, to the extent of Contractor's negligence, to indemnify, defend, and hold OWNER/CLIENT and CPH harmless up to a limit of \$1,000,000 from any fine, penalty, claim, or liability for injury or loss arising from OWNER/CLIENT'S or CPH's alleged failure to exercise site safety responsibility; and 3) OWNER/CLIENT's agreement with the Contractor shall require the Contractor to make OWNER/CLIENT and CPH additional insureds under the Contractor's general liability insurance policy, which insurance protection shall be primary protection for OWNER/CLIENT and CPH, and shall hold OWNER/CLIENT and CPH harmless from claims, losses, and defense cost arising from the negligence of contractor or subcontractor on any tier up to a limit of \$1,000,000. Given the foregoing, OWNER/CLIENT also shall, to the fullest extent permitted by law, waive any claim against CPH, and indemnify, defend, and hold CPH harmless up to a limit of \$1,000,000 from any claim or liability for injury or loss arising from CPH's alleged failure to exercise site safety responsibility. OWNER/CLIENT also shall compensate CPH for any time spent and attorney fees and expenses incurred by CPH in defense of any such claim. Such compensation shall be based upon CPH's prevailing fee schedule and expense reimbursement policy. (The term "any claim" above referenced shall include, but not limited to, any claim for breach of contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.)

Governing Law, Venue, Jurisdiction

This instrument is to be interpreted and construed according to the laws of the State of Florida. It is agreed between the parties to this contract that any litigation, lawsuit or court action of any character arising from this agreement shall be filed and/or defended in Seminole County, Florida. All parties under this contract hereby voluntarily submit to the exclusive jurisdiction of the Florida Courts and the exclusive venue in Seminole County, Florida and do hereby waive any objections to either personal or subject matter jurisdiction of the Florida Courts or to said venue.

Attorney Fees and Costs

In connection with any dispute arising out of this Contract, each party shall be responsible for their own attorney's fees and costs incurred for services rendered in connection with such dispute, including appellate proceedings and post judgment proceedings.

Waiver of Consequential Damages

OWNER/CLIENT and CPH mutually agree to waive all claims for consequential damages against each other and each other's respective officers, directors, and employees from any and all claims arising out of the project, including, but not limited to, loss of use, lost profits, and delay damages, against each other, arising from disputes, claims, or other matters relating to this Agreement.

Delay in Performance

Neither the OWNER/CLIENT nor CPH shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. Such circumstances shall include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, and authorizations from any local, state or federal agency; for any supplies, materials, accesses, or services required to be provided by either the OWNER/CLIENT or CPH under this Agreement. A reasonable extension of time for delay in performance caused by any such circumstances shall be granted. Should such circumstances occur the non-performing party shall within a reasonable time of being prevented from performing give written notice to the other party describing the circumstances preventing continued performance and efforts being made to resume performance under this Agreement.

Project Development, Approvals and Scheduling

CPH will, in the course of its work, attempt to generally identify issues that would adversely affect the development of the site for use as proposed by the Owner/Developer. However, CPH cannot control the regulatory process, actions of others, or unforeseen conditions and does not guarantee that the project can be developed for use as proposed, nor does CPH guarantee the timing of or ultimate regulatory approval of the site for development as proposed.

The local, state, and federal entities and authorities ("Authorities") having jurisdiction over the project may or may not approve the proposed use of the project. Additionally, it is uncertain how long those Authorities will take to consider and to take action on the applications for the proposed use of the project. Said decisions and approvals are subject to the decision making process of those Authorities. Therefore, CPH cannot represent or guarantee that said Authorities will approve, in whole or in part, the requested use of the project or that the decision making process will be timely for the project's use, or that the Authorities will grant variances applicable to the project. Therefore, the OWNER/CLIENT bears the risk of non-approval of the proposed use and the timing thereof. The OWNER/CLIENT needs to consider the ramifications to it if the project is not approved or only approved in part.

Limitation of Liability:

Site Check Studies

OWNER/CLIENT acknowledges that CPH's Site Check Studies pursuant to this Agreement are general in nature and are performed before design is started or completed. OWNER/CLIENT acknowledges the recommendation of CPH that the OWNER/CLIENT should not close on the subject property unless and until all applicable agency approvals are obtained and the permitting process is completed. If OWNER/CLIENT elects to close on the subject property prior to that time, OWNER/CLIENT accepts all risks and liability arising from closing prior to obtaining all applicable agency approvals and completion of the permitting process and releases CPH and CPH's officers, directors, and employees from all claims thereof.

In order to allocate the relative risks and benefits of the project between the parties, the OWNER/CLIENT agrees to limit the liability of CPH and CPH's officers, directors, and employees for any and all claims arising from CPH's or CPH's officers', directors', and employees' professional acts, negligence, errors, omissions, breach of this contract, or indemnity relating to CPH's Site Check Studies under this contract such that the total aggregate liability of CPH and CPH's officers, directors, and employees to the OWNER/CLIENT shall not exceed the fee for the Site Check Study paid by OWNER/CLIENT to CPH under this Agreement or \$10,000, whichever is greater.

Design And Other Professional Services

OWNER/CLIENT acknowledges that CPH's services pursuant to this Agreement are to assist the client and are for the scope of services as outlined in the attached contract. In order to allocate the relative risks and benefits of the project between the parties, the OWNER/CLIENT agrees to limit the liability of CPH and CPH's officers, directors, and employees for any and all claims arising from CPH's or CPH's officers', directors', and employees' professional acts, negligence, errors, omissions, breach of this contract, or indemnity, such that the total aggregate liability of CPH and CPH's officers, directors, and employees to the OWNER/CLIENT shall not exceed the fee paid by OWNER/CLIENT to CPH under this Agreement or \$50,000, whichever is greater.

PURSUANT TO FLORIDA STATUTE 558.0035, DESIGN PROFESSIONALS; CONTRACTUAL LIMITATION ON LIABILITY - AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE

Construction Defects on Florida Projects

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES

**PURCHASE ORDER
CITY OF BOYNTON BEACH, FLORIDA**

PROCUREMENT SERVICES DEPARTMENT
100 EAST BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 170644
DATE: 12/22/16

VENDOR 16411


TO: LEGACY LOCKERS LLC
4433 BRONZE WAY
DALLAS, TX 75236

SHIP TO:
City of Boynton Beach
FIRE STATION #1
100 E. BOYNTON BCH BLVD
BOYNTON BEACH, FL 33435

REQUISITION NO. 68008	ORDERING DEPARTMENT: OUIDA/ FIRE	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	24.00	EA	DORM LOCKERS 80"HX24"WX24"D AND ACCESSORIES VENDOR ITEM NO. - MR MD LOCKERS ETC...	437.5000	10500.00
2	524.25	EA	LEGACY FIRE BED 80"25"X14.25"HX40"D VENDOR ITEM NO. - LEGACY FIRE BEDS	8.0000	4194.00
3	24.00	EA	VERTICLE KEYLESS LOCK NICKEL FINISH VENDOR ITEM NO. - KEYLESS LOCKS	29.2500	702.00
4	10.00	EA	LAMINATE SINGLE END PANEL 80"HX23"W VENDOR ITEM NO. - LMINATE PANELS	113.0000	1130.00
5	14.00	EA	LAMINATE SINGLE END PANEL DBL SIDE 40"HX23"W VENDOR ITEM NO. - LAMINATE SINGLE END	57.0000	798.00
6	1.00	EA	INSTALLATION NON UNION LABOR DISCUSSED VENDOR ITEM NO. - INSTALLATION	4200.0000	4200.00
7	1.00	EA	LEGACY BASE PACKAGE (MR MDF) VENDOR ITEM NO. - PACKAGE	2550.0000	2550.00
8	1.00	EA	FREIGHT/ DELIVERAY VENDOR ITEM NO. - FREIGHT	2575.0000	2575.00
9	1.00	-EA	DISCOUT VENDOR ITEM NO. - DISCOUNT	1700.0000	1700.00-

REMARKS:
LOCKERS FOR FS#1.
QOUTE #28714

PROCUREMENT SERVICES:		P.O. TOTAL:	24949.00
ACCOUNT NO. 691-5000-590.04-97	PROJECT		

PURCHASE REQUISITION NBR: 0000068008

STATUS: INSUFFICIENT FUNDS
REASON: LOCKERS FOR STATION

DATE: 12/19/16
DELIVER BY DATE: 12/30/16

SUGGESTED VENDOR: LEGACY LOCKERS

16411

REQUISITION BY: OUIDA/ FIRE

SHIP TO LOCATION: FIRE

LINE NBR DESCRIPTION

QUANTITY UOM UNIT COST EXTEND COST VENDOR PART NUMBER

ACCOUNT INFORMATION

LINE #	ACCOUNT	RESERVE-MISC TRUST	PROJECT	%	AMOUNT
2	69150005900497	FIRE RESCUE DONATIONS		100.00	4194.00
3	69150005900497	FIRE RESCUE DONATIONS		100.00	702.00
4	69150005900497	FIRE RESCUE DONATIONS		100.00	1130.00
5	69150005900497	FIRE RESCUE DONATIONS		100.00	798.00
6	69150005900497	FIRE RESCUE DONATIONS		100.00	4200.00
7	69150005900497	FIRE RESCUE DONATIONS		100.00	2550.00
8	69150005900497	FIRE RESCUE DONATIONS		100.00	2575.00
9	69150005900497	FIRE RESCUE DONATIONS		100.00	1700.00-
					24949.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

Please see Req. w/ attached quotes. We will be going with the lowest bid. Legacy Lockers Inc.

Respectfully,
Ouida

APPROVALS

City Manager *[Signature]* Date *12/21/16*

Finance Dept. *[Signature]* Date *12/21/16*

Risk Manager *[Signature]* Date *12-21-16*

City Attorney _____ Date _____

PURCHASE REQUISITION NBR: 0000068008

REQUISITION BY: OUIDA/ FIRE

DATE: 12/19/16

STATUS: INSUFFICIENT FUNDS
REASON: LOCKERS FOR STATION

DELIVER BY DATE: 12/30/16

SUGGESTED VENDOR: LEGACY LOCKERS

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	DORM LOCKERS 80"HX24"WX24"D AND ACCESSORIES COMMODITY: SECURITY, FIRE, SAFETY SERV SUBCOMMOD: FIRE & SAFETY SERVICES	24.00	EA	437.5000	10500.00	MR MD LOCKERS ETC.
2	LEGACY FIRE BED 80"X14.25"HX40"D COMMODITY: SECURITY, FIRE, SAFETY SERV SUBCOMMOD: FIRE & SAFETY SERVICES	524.25	EA	8.0000	4194.00	LEGACY FIRE BEDS
3	VERTICLE KEYLESS LOCK NICKEL FINISH COMMODITY: SECURITY, FIRE, SAFETY SERV SUBCOMMOD: FIRE & SAFETY SERVICES	24.00	EA	29.2500	702.00	KEYLESS LOCKS
4	LAMINATE SINGLE END PANEL 80"HX23"W COMMODITY: SECURITY, FIRE, SAFETY SERV SUBCOMMOD: FIRE & SAFETY SERVICES	10.00	EA	113.0000	1130.00	LMINATE PANELS
5	LAMINATE SINGLE END PANEL DEL SIDE 40"HX23"W COMMODITY: SECURITY, FIRE, SAFETY SERV SUBCOMMOD: FIRE & SAFETY SERVICES	14.00	EA	57.0000	798.00	LAMINATE SINGLE END
6	INSTALLATION NON UNION LABOR DISCUSSED COMMODITY: SECURITY, FIRE, SAFETY SERV SUBCOMMOD: FIRE & SAFETY SERVICES	1.00	EA	4200.0000	4200.00	INSTALLATION
7	LEGACY BASE PACKAGE (MR MDF) COMMODITY: SECURITY, FIRE, SAFETY SERV SUBCOMMOD: FIRE & SAFETY SERVICES	1.00	EA	2550.0000	2550.00	PACKAGE
8	FREIGHT/ DELIVERY COMMODITY: SECURITY, FIRE, SAFETY SERV SUBCOMMOD: FIRE & SAFETY SERVICES	1.00	EA	2575.0000	2575.00	FREIGHT
9	DISCOUNT COMMODITY: SECURITY, FIRE, SAFETY SERV SUBCOMMOD: FIRE & SAFETY SERVICES	1.00 -	EA	1700.0000	1700.00 -	DISCOUNT
REQUISITION TOTAL:					24949.00	

REQUISITION QUOTES

VENDOR NAME	27162.0000
CES COMPANY	39984.0000
SOUTHWEST SOLUTIONS GROUP	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	69150005900497	RESERVE-MISC TRUST FIRE RESCUE DONATIONS	10500.00
		%	100.00



CITY OF BOYNTON BEACH

REQUEST FOR PURCHASE OVER \$10,000

Date: 12/19/2016

Requesting Department: Fire Rescue Contact Person: Ouida

Explanation for Purchase:
 Requesting PO to replace the lockers/ bedding at station #1.

Recommended Vendor LEGACY LOCKERS.

Dollar Amount of Purchase \$ 24,949.00

Source for Purchase (check and attach backup materials):

Three Written Quotations	<input checked="" type="checkbox"/>	GSA	<input type="checkbox"/>
State Contract	<input type="checkbox"/>	PRIDE	<input type="checkbox"/>
SNAPS	<input type="checkbox"/>	RESPECT	<input type="checkbox"/>
Piggy-Back	<input type="checkbox"/>	Sole Source	<input type="checkbox"/>
Emergency Purchase	<input type="checkbox"/>	Other	<input type="checkbox"/>

Contract Number: _____

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:
 We will be using the Donation Account:
 #691-5000-590-04-97

Approvals:

Department Head		Date	<u>12/20/16</u>
Purchasing Agent		Date	<u>12/20/16</u>
Asst City Manager	_____	Date	_____
City Manager		Date	<u>12/20/16</u>

Hoggatt, Greg

From: Canela, John
Sent: Wednesday, December 14, 2016 11:27 AM
To: Hoggatt, Greg; Clemons, Latosha
Subject: Station 1 Dorm Locker Quotes
Attachments: Southwest Proposal - 2 pages - 112816 - 72102 - Boynton Beach Fire Department - Legacy Lockers - 24 lockers.pdf; CESBoynton Beach Fire (2).pdf; Legacy Boynton Beach Fire Station #1--Boynton Beach FL.pdf

Chiefs

Attached are the 3 quotes for Station 1 dorm lockers and bed frames

Phone: 1-214-466-1700
~~Legacy Lockers - 24 lockers (with tax exempt cert)~~ 24949.00
Southwest Solutions Group \$39,984.49
CES Company \$27,162

No sales tax was included in all 3 quotes.

Please advise if any other information is needed at this time.

John Canela
Account
691 5000 590
04 97



John Canela
Captain
Boynton Beach Fire Rescue
City of Boynton Beach
2080 High Ridge Rd. | Boynton Beach, Florida 33426
o: 561-742-6329 | f: 561-742-6674
Canelaj@bbfl.us | www.boynton-beach.org | www.bbfrd.org



America's Gateway to the Gulfstream



Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure. Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.



**4433 Bronze Way
 Dallas, TX 75236
 Toll Free (866) 937-1088
 Phone (214) 466-1700
 Fax (214) 466-1789**

Quote # 28714
 Salesperson James Esely
 Quote Date 11/23/2016
 Revised 12/16/2016
 Ship Date
 Source
 Est-NBD

Project Name: Boynton Beach Fire Station #1--Boynton Beach, FL

John Canela
 Boynton Beach Fire Station
 2080 High Ridge Rd.
 Boynton Beach, FL 33426
 561 742 6329 P
 561 742 6674 F
 Canelaj@bbf.us

Door Style Plastic Laminate Face; Almond Back (MR MDF)
 Stair/Finish Standard Wilsonart Selection
 Locker Interior Almond Melamine (MR MDF)
 Lock Legacy Vertical Keyless Lock
 Edgeband Closest Match (PVC)
 Hardware Polished Chrome
 Numbering 1-3 (X16)

Product Description	Unit Price	Quantity	Item Total
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All Panels To Be Moisture Resistant MDF Core

Legacy Fire Locker, Single Tier Locker (MR MD 80"H x 24"W x 24"D 1-Top Shelf, 1-Coat Rod, 2-Coat Hooks, 1-Drawer With 3" Wire Pull, 1-Lock (Priced Separately Below) 1-Oval Number Disc	\$437.50	24	\$10,500.00
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Legacy Fire Bed (MR MDF) 80.25"L x 14.25"H x 40"D 3-Full Depth Drawer Units W/Finished Tops Matching Doors, 3-Wire Pulls, 3 Oval Number Discs	\$524.25	8	\$4,194.00
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Legacy Vertical Keyless Lock Nickel Finish Price Includes 1 Pull Per Lock and 2 Manager Override Keys With Order	\$29.25	24	\$702.00
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Laminate Single End Panel (MR MDF) 80"H x 23.25"W Edgeband 2 Long	\$113.00	10	\$1,130.00
--	----------	----	------------

Laminate Single End Panel (Double Sided)(MR MDF)-- 40"H x 23"W Edgeband 2 Long And 1 Short	\$57.00	14	\$798.00
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Installation--Based On Non Union Labor And Optimal Discussed Conditions	\$4,200.00	1	\$4,200.00
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Legacy 4"H Base Package (MR MDF) Preassembled In Sections Per Layout With Matching Trim	\$2,550.00	1	\$2,550.00
--	------------	---	------------

Freight Ship to: Boynton Beach, FL 33426 (Lift Gate And Unloading Not Included)			\$2,575.00*
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***Due to unstable fuel prices a fuel surcharge may apply. Fuel surcharges will be added at time of final invoice.**

Payment Terms 50% Due Prior To Production, Balance Due At Installation (With Approved Credit)	Discount	\$1,700.00
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Sales Tax <u>Tax Exempt (Please Submit Tax Exempt Certificate)</u>	\$0.00
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Notes Any Item/service not specifically mentioned IS NOT INCLUDED in this estimate. Lockers are shipped fabricated per Legacy Lockers Standard Architectural Specifications. Please call James Esely (214) 466-1704 with any questions

Authorized by: _____ Date _____ Total Estimate

Signed and returned proposal serves as binding contract subject to terms and conditions.

\$24,949.00

Price valid for 60 days

Page ____ of ____



CES COMPANY

190 Ponderosa Lane
 Stonyford, CA 95979
 Phone: 707-304-0141
 Email: info@cescompany.com

QUOTATION

DATE	QUOTATION #
12/13/2016	16-28754

NAME / ADDRESS				P.O. NO.	
Boynton Beach Fire & Rescue Attn. John Canela 2080 High Ridge Road Boynton Beach, FL 33426					
TERMS			REP	FOB	
Payment w/Order			LR	ORIGIN	
ITEM	DESCRIPTION	QTY	COST	WT.	TOTAL
A1-SinglLam-Cust	<p>*Quotation is based on the following quantities ordered at one time & delivered as a single shipment. ANY deviation will void this quotation.</p> <p>NOTE: All Laminate Materials Will Have Moisture Resistant MDF Core</p> <p>Legacy Model A-1 Locker, Single Tier</p> <ul style="list-style-type: none"> - Size: 80"H x 24"W x 24"D - Door Style: Plastic Laminate Face; Almond Laminate Back (MR MDF Core) - Stain/Finish: Wilsonart Standard Color Selections - Locker Interior: Almond Melamine (MR MDF Core) - Interior includes: (1) Coat Rod, (2) Coat Hooks, (1) Top Shelf, (1) Drawer with 3" Wire Pull, (1) Oval Number Disc - Lock: Padlock Hasp (See other Lock options below) - Edgeband: PVC Closest Match - Hardware: Brass or Chrome - Numbering: Please Specify 	24	465.00		11,160.00

Estimates valid for 60 days from date of issue. Orders will not be processed without signed approval. Canceled or returned orders may be subject to a 15% - 30% re-stocking charge. Returns must be in original cartons, unused and unassembled. Freight charges not refundable. Return freight charges are the responsibility of the purchaser. CES reserves the right to refund via CES check. CES will not be responsible for manufacturer's delay, items subject to prior sale, or freight increases. Special orders/custom fabrications are non-refundable, and not returnable unless product is not as described in customer's specifications to CES. Any item/service not specifically mentioned or detailed IS NOT INCLUDED in this quotation.

Total



CES COMPANY

190 Ponderosa Lane
 Stonyford, CA 95979
 Phone: 707-304-0141
 Email: info@cescompany.com

QUOTATION

DATE	QUOTATION #
12/13/2016	16-28754

NAME / ADDRESS				P.O. NO.	
Boynton Beach Fire & Rescue Attn. John Canela 2080 High Ridge Road Boynton Beach, FL 33426					
TERMS			REP	FOB	
Payment w/Order			LR	ORIGIN	
ITEM	DESCRIPTION	QTY	COST	WT.	TOTAL
Custom Bed	Legacy Fire Bed - Size: 80.25"L x 14.25"H x 40"D. Bed features: - (3) Full Depth Drawer Units w/Finished Tops to Match Lockers, (3) Wire Pulls, (3) Oval Number Discs - Laminate Materials w/ MR MDF Core - Color: Specify from Wilsonart Standard Color Selections	8	545.00		4,360.00
SingleEP-CustLam	Single Finished Plastic Laminate End Panel - Size: 80"H x 23.25"W - Laminate Materials w/ MR MDF Core; Edgebanded 2 long	10	125.00		1,250.00
SingleEP-CustLam	Single Finished Plastic Laminate End Panel - Size: 40"H x 23"W - Laminate Materials w/ MR MDF Core; Edgebanded 2 long & 1 short (double sided laminate) OPTIONAL LOCKS: - ADD for Digilock MECH Dial Combo Lock- add \$35.00 each - ADD for Digilock SOLA (key managed) - add \$60.00 each	14	68.00		952.00

Estimates valid for 60 days from date of issue. Orders will not be processed without signed approval. Canceled or returned orders may be subject to a 15% - 30% re-stocking charge. Returns must be in original cartons, unused and unassembled. Freight charges not refundable. Return freight charges are the responsibility of the purchaser. CES reserves the right to refund via CES check. CES will not be responsible for manufacturer's delay, items subject to prior sale, or freight increases. Special orders/custom fabrications are non-refundable, and not returnable unless product is not as described in customer's specifications to CES. Any item/service not specifically mentioned or detailed IS NOT INCLUDED in this quotation.

Total



CES COMPANY

190 Ponderosa Lane
 Stonyford, CA 95979
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QUOTATION

DATE	QUOTATION #
12/13/2016	16-28754

NAME / ADDRESS				P.O. NO.	
Boynton Beach Fire & Rescue Attn. John Canela 2080 High Ridge Road Boynton Beach, FL 33426					
TERMS			REP	FOB	
Payment w/Order			LR	ORIGIN	
ITEM	DESCRIPTION	QTY	COST	WT.	TOTAL
4" Base	Legacy 4" Base Package with Matching Trim - Items are preassembled in sections as per layout with Matching Trim.	1	2,590.00		2,590.00
Installation	Installation pricing is based on Non-Union Labor and Optimal Discussed Conditions	1	4,250.00		4,250.00
Ship/125	Ship via Common Carrier/Class 125 to Boynton Beach, FL 33426 (Lift Gate and Unloading are NOT included in this Quotation. NOTE: These custom products are available for shipment approximately 4-6 weeks from receipt of paid order. *We accept corporate checks, money orders, cashier's checks, and wire transfers. All custom orders are processed and shipped on a pre-paid basis. Unloading and installation are NOT included in the estimate. Lockers are shipped fabricated per Legacy Lockers Standard Architectural Specifications. Any items not specifically mentioned in this estimate are EXCLUDED.	1	2,600.00		2,600.00

Estimates valid for 60 days from date of issue. Orders will not be processed without signed approval. Canceled or returned orders may be subject to a 15% - 30% re-stocking charge. Returns must be in original cartons, unused and unassembled. Freight charges not refundable. Return freight charges are the responsibility of the purchaser. CES reserves the right to refund via CES check. CES will not be responsible for manufacturer's delay, items subject to prior sale, or freight increases. Special orders/custom fabrications are non-refundable, and not returnable unless product is not as described in customer's specifications to CES. Any item/service not specifically mentioned or detailed IS NOT INCLUDED in this quotation.

Total	\$27,162.00
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Southwest Solutions Group, Inc.
2535-B E. State Hwy 121, Ste. 110

Lewisville, TX 75056
Phone: (800) 803-1083
Fax: (972) 250-2229
www.southwestsolutions.com

SOUTHWESTSOLUTIONSGROUP
business efficiency systems

Quote # 84924

Date: November 28, 2016

Project # 72102

Page 1 of 1

Quote valid for 90 days.

BILL TO:

John Canela
Boynton Beach Fire Rescue
2080 High Ridge Rd.
Boynton Beach, FL 33426

SHIP TO:

John Canela
Boynton Beach Fire Rescue
2080 High Ridge Rd.
Boynton Beach, FL 33426

SALESPERSON	QUOTE NAME	PAYMENT TERMS	LEAD TIME
Craig Crock (214) 878-2949 ccrock@southwestsolutions.com	Lockers and Bed Frames with Installation	Net 30	6 to 8 weeks (after receipt of order)

Lockers and Bed Frames with Install

LINE	DESCRIPTION	
1	Lockers and Bed Frame with Installation	\$39,984.49
	Wood Lockers - Single Tier with Key Less Lock and Laminate End Panels and Bed Frames with Drawer Units.	
	Quantity of 24 Lockers - Single Tier - (80" H x 24" W x 24" D). Includes 1 top shelf, 1 coat rod, 2 coat hooks, and 1 drawer with 3" wire handle, key less lock entry. Overall height will be 84" tall with the base.	
	Quantity of 24 keyless lock entry units (1 for each locker, includes 2 manager override keys).	
	Quantity of 10 laminate end panels for lockers. (80" H x 23.25" W)	
	Includes 4" high base package. Makes lockers overall height of 84" tall.	
	Quantity of 14 laminate end panels. (Double Sided, 40" H x 23" W)	
	Quantity of 8 bed frames with 3-full depth drawer units. Includes finished tops and matching doors with 3 wire handles (3").	
	Plastic Laminate construction with polished chrome hardware.	
	This quote provides all product and freight, inside delivery, and full installation and clean up (in one trip). Installation is non-union.	

Subtotal:	\$39,984.49
Add sales tax if applicable:	\$0.00
Total:	\$39,984.49

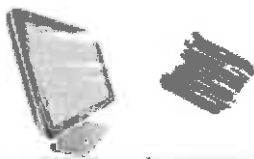
Authorized Signature: _____

Date: _____

P.O. #: _____



HIGH DENSITY STORAGE



DOCUMENT SCANNING



MODULAR CASEWORK



MOVABLE WALLS



AUTOMATED STORAGE