



**CITY OF BOYNTON BEACH  
APPROVED REQUESTS FOR PURCHASES OVER \$10,000  
FOR MARCH 2017**

<b>1. Vendor:</b> Kaman		<b>Purchase Amount:</b>	\$11,875.00
<b>Requesting Department:</b>	Warehouse	<b>Contact Person:</b>	Mike Dauta
		<b>Date:</b>	3/2/17
<b>Brief Description of Purchase:</b> Purchase lift station pump for warehouse stock.			
<b>Source for Purchase:</b>	Piggyback PBC Contract #15005	<b>Fund Source:</b>	502-0000-141-01-00
<b>2. Vendor:</b> Dell Financial Services, LLC		<b>Purchase Amount:</b>	\$18,753.40
<b>Requesting Department:</b>	Police	<b>Contact Person:</b>	Capt. Zeller
		<b>Date:</b>	3/2/17
<b>Brief Description of Purchase:</b> Replace (10) 8 year old laptops.			
<b>Source for Purchase:</b>	Piggyback State Contract #43211500-WSCA-15-ACS	<b>Fund Source:</b>	001-2112-521-64-15
<b>3. Vendor:</b> SRT Supplies, Inc.		<b>Purchase Amount:</b>	\$16,355.88
<b>Requesting Department:</b>	Police	<b>Contact Person:</b>	Capt. Zeller
		<b>Date:</b>	3/6/17
<b>Brief Description of Purchase:</b> Purchase of rifles and scopes for Police Officers/Training.			
<b>Source for Purchase:</b>	Three Written Quotes	<b>Fund Source:</b>	001-2111-521-64-02
<b>4. Vendor:</b> Johnson-Davis, Inc.		<b>Purchase Amount:</b>	\$69,025.00
<b>Requesting Department:</b>	Utilities	<b>Contact Person:</b>	Bevis Pigott
		<b>Date:</b>	3/8/17
<b>Brief Description of Purchase:</b> Furnish and installation for Utilities Stormwater Ocean Inlet Drive Drainage Improvement Project located between 730 and 736 Ocean Inlet Drive. Utilities will be placing a stormwater outfall structure that will connect 125 LF of 24" HDPE drainage outfall pipe for runoff to the intracoastal tidal canal between the properties, 6 FT diameter water quality structure manhole and manatee grate.			
<b>Source for Purchase:</b>	Three Written Quotes RFQ #Q020-2821-17/TP	<b>Fund Source:</b>	403-5000-536-65-09 STM031

<b>5. Vendor:</b> Empire Office		<b>Purchase Amount:</b>	\$24,281.17
<b>Requesting Department:</b>	Community Standards	<b>Contact Person:</b>	Chief Joseph
		<b>Date:</b>	3/13/17
<b>Brief Description of Purchase:</b> Space in West Wing of City Hall has been reconfigured and the staff of Community Standards is being relocated to west wing and is in need of new furniture.			
<b>Source for Purchase:</b>	Piggyback State Contract #425-001-12-1	<b>Fund Source:</b>	001-2211-522-64-16
<b>6. Vendor:</b> NDI Recognition Systems		<b>Purchase Amount:</b>	\$12,295.00
<b>Requesting Department:</b>	Police	<b>Contact Person:</b>	Capt. Zeller
		<b>Date:</b>	3/14/17
<b>Brief Description of Purchase:</b> License plate reader for use in CRA. CRA reimburse per Neighborhood Policy ILA.			
<b>Source for Purchase:</b>	Sole Source	<b>Fund Source:</b>	001-2110-521-64-15
<b>7. Vendor:</b> Southeastern Pump Corp.		<b>Purchase Amount:</b>	\$11,670.00
<b>Requesting Department:</b>	Utilities	<b>Contact Person:</b>	Jim Hart
		<b>Date:</b>	3/14/17
<b>Brief Description of Purchase:</b> This pump is for the pump replacement program to update the pumps at Master Station #801.			
<b>Source for Purchase:</b>	Three Written Quotes	<b>Fund Source:</b>	403-5000-535-65-04 SWR075
<b>8. Vendor:</b> HD Supply Waterworks		<b>Purchase Amount:</b>	\$14,550.00
<b>Requesting Department:</b>	Warehouse	<b>Contact Person:</b>	Mike Dauta
		<b>Date:</b>	3/17/17
<b>Brief Description of Purchase:</b> Purchase (6) hydrants for Warehouse stock. To be used by Utilities for replacement.			
<b>Source for Purchase:</b>	Three Written Quotes	<b>Fund Source:</b>	502-0000-141-01-00
<b>9. Vendor:</b> Carollo Engineers, Inc.		<b>Purchase Amount:</b>	\$23,700.00
<b>Requesting Department:</b>	Utilities	<b>Contact Person:</b>	Michael Low
		<b>Date:</b>	3/17/17
<b>Brief Description of Purchase:</b> The Utility acquired the software to perform hydraulic modeling of our water, reuse and wastewater systems. This task order is to start training our engineers in working with and modifying the current models to review the changes in our system resulting from new development. Task Order U-2C-04, Scope C.			
<b>Source for Purchase:</b>	RFQ #017-2821-14/DJL	<b>Fund Source:</b>	403-5000-533-31-90 WTR134

<b>10. Vendor:</b> Ixom Watercare, Inc.		<b>Purchase Amount:</b>	\$26,554.24
<b>Requesting Department:</b>	Utilities	<b>Contact Person:</b>	Chris Roschek
		<b>Date:</b>	3/20/17
<b>Brief Description of Purchase:</b> The MIEX DOC Resin is required for the ongoing operation of the new MIEX ion exchange treatment process at the East Water Treatment Plant. Immediate delivery of two (2) totes is required for plant operations. Utilities is preparing a blanket purchase order for future resin purchases for approval by the City Commission.			
<b>Source for Purchase:</b>	Piggyback Palm Bch Co. R2010-1128 Agreement	<b>Fund Source:</b>	401-2811-536-52-35
<b>11. Vendor:</b> Sullivan Environmental, Inc.		<b>Purchase Amount:</b>	\$32,671.31
<b>Requesting Department:</b>	Public Works	<b>Contact Person:</b>	Chris Roberts
		<b>Date:</b>	3/23/17
<b>Brief Description of Purchase:</b> Emergency purchase order to install (11) landfill gas monitoring probes at the City of Boynton Beach Landfill. Task Order #1			
<b>Source for Purchase:</b>	Emergency	<b>Fund Source:</b>	431-2515-534-49-17
<b>12. Vendor:</b> Achieve		<b>Purchase Amount:</b>	\$24,375.00
<b>Requesting Department:</b>	City manager's Office	<b>Contact Person:</b>	Eleanor Krusell
		<b>Date:</b>	3/29/17
<b>Brief Description of Purchase:</b> Website Development Project - Custom Design, Site Building, QA/Testing, Infrastructure Setup/Development, and CMS Training.			
<b>Source for Purchase:</b>	Three Written Quotes	<b>Fund Source:</b>	001-1212-519-49-17
<b>12. Vendor:</b> The Paving Lady, Inc.		<b>Purchase Amount:</b>	\$24,350.00
<b>Requesting Department:</b>	Public Works	<b>Contact Person:</b>	Gary Dunmyer
		<b>Date:</b>	3/29/17
<b>Brief Description of Purchase:</b> Install 440 LF of type F-curb on the curved entrance road (Bedford Blvd) in Lawrence Groves. Bedford Blvd is a City owned roadway which is being maintained by the Lawrence Groves Home Owners Association (LGHOA). For several years, the City has received calls from City residents and the LGHOA complaining of rutting in the swales running parallel to Bedford Blvd. due to vehicles driving off the edge of the road. This installation of curbing will prohibit vehicles from leaving the paved roadway in the area and reduce future maintenance costs.			
<b>Source for Purchase:</b>	Three Written Quotes	<b>Fund Source:</b>	302-4905-580-63-08 CP0266

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. #: 170852  
DATE: 03/02/17

VENDOR 13536

TO: KAMAN  
FLORIDA BEARINGS  
3520 INVESTMENT LANE, #3  
RIVIERA BEACH, FL 33404

SHIP TO:  
City of Boynton Beach  
WAREHOUSE #2  
222 NE 9TH AVENUE  
BOYNTON BEACH, FL 33435

REQUISITION NO. 68478	ORDERING DEPARTMENT: JEN	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO: COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00	EA	20HP EMU PUMP 3PH 230V - FA10.65E-270/FK202-4/2 700-57-66	11875.0000	11875.00

REMARKS:  
Piggyback Palm Beach County Term Contract #15005.  
Warehouse to place order.

PROCUREMENT SERVICES:

*With 3/6/17*

P.O. TOTAL: 11875.00

ACCOUNT NO.  
502-0000-141.01-00

PROJECT

PURCHASING

170800

PURCHASE REQUISITION NBR: 0000068478  
STATUS: PURCHASING APPROVAL  
REASON: WAREHOUSE STOCK  
SUGGESTED VENDOR: 13536 KAMAN  
DATE: 2/28/17  
DELIVER BY DATE: 3/01/17  
VENDOR PART NUMBER

REQUISITION BY: JEN  
SHIP TO LOCATION: WAREHOUSE #2  
LINE NBR DESCRIPTION  
1 20HP EMU PUMP 3PH 230V - FA10.65E-270/FK202-4/2  
700-57-66  
COMMODITY: WAREHOUSE 2  
SUBCOMMOD: PIPE AND  
INVENTORY BUILDING: W2 STOCK NO: 700-057-00066  
QUANTITY UOM 1.00 EA 11875.0000 11875.00  
UNIT COST EXTEND COST

REQUISITION TOTAL: 11875.00

----- REQUISITION QUOTES -----  
SELECTED VENDOR: 11875.0000 VENDOR NAME 13536 KAMAN

A C C O U N T I N F O R M A T I O N  
LINE # ACCOUNT 1 50200001410100 INVENTORY-WARHS COMM PROJECT 100.00  
AMOUNT 11875.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

WAREHOUSE STOCK WE WILL ORDER  
PBC CONTRACT 15005  
EXP 12-15-19

APPROVALS

City Manager [Signature] Date 3/2/17  
Finance Dept. [Signature] Date 3/1/17  
~~Risk Manager~~ [Signature] Date         
~~City Attorney~~ [Signature] Date



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

Date: 3/1/2017

Requesting Department: Warehouse

Contact Person: Michael Dauta

**Explanation for Purchase:**

Purchase lift station pump for warehouse stock. Req # 68478

Recommended Vendor

KAMP

Dollar Amount of Purchase

\$11,875.00

**Source for Purchase (check and attach backup materials):**

Three Written Quotations

☐

GSA

☐

State Contract

☐

PRIDE/RESPECT

☐

SNAPS

☐

Sole Source

☐

Piggy-Back

☒

Budgeted Item

☐

Emergency Purchase

☐

Other

☐

Contract Number: PBC # 15005

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

[Signature]

Date

3/1/17

Purchasing Agent

[Signature]

Date

3/1/17

Asst City Manager

[Signature]

Date

City Manager

[Signature]

Date

3/2/17



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

Palm Beach County  
Board of County  
Commissioners

Shelley Vana, Mayor

Mary Lou Berger, Vice Mayor

Hal R. Valeche

Paulette Burdick

Steven L. Abrams

Melissa McKinlay

Priscilla A. Taylor

County Administrator

Robert Weisman

"An Equal Opportunity  
Affirmative Action Employer"

printed on recycled paper

Form R

December 16, 2014

Florida Bearings a Division of Kaman  
Mike McInnis, Team Leader  
3520 Investment Lane, #3  
Riviera Beach, FL 33404

TERM CONTRACT # 15005

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners continues to pre-qualify your firm for SEWAGE DISCHARGE, AND SUBMERSIBLE PUMPS on an as needed basis. Unless you are notified otherwise, your pre-qualification shall remain in effect for the duration of the contract.

The term of this contract is 12/16/2014 through 12/15/2019, and has an estimated dollar value of \$871,390, inclusive of all vendors awarded.

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

Palm Beach County departments will issue hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g., KDO 680 XY030305000000001111 or KDO 680 XY030305\*1111). Failure to provide an order number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Sandy Cservenyak, Senior Buyer at scser@pbcgov.org or (561) 616-6814.

Sincerely,

Kathleen M. Scarlett  
Purchasing Director

c: Vernetha Green, WUD  
File

# KAMAN

Industrial Technologies

QUOTE

## FLORIDA BEARINGS

<b>Correspondence To:</b>	<b>Kaman - Riviera Beach</b> 3520 Investment Lane, Unit 3 Branch # 1104 Riviera Beach, FL 33404 (561)863-3260	<b>Quote #</b>	<b>Quote Date</b>	<b>Taken By</b>				
		256455-00	02/28/17	Mike McInnis				
		<b>Salesperson</b>	<b>Terms</b>	<b>Expired Date</b>				
		6007	NET 30	03/30/17				
		<b>Contact Name</b>						
		<b>Contact Email</b>						
		<b>Contact Phone #</b>						
		<b>Contact Fax #</b>						
<b>Bill To:</b> 121454	<b>City Of Boynton Beach</b> 100 E Boynton Beach Blvd PO Box 310 Boynton Beach, FL 33435-3838  US-United States	<b>Ship To:</b>	<b>City Of Boynton Beach</b> 100 E Boynton Beach Blvd PO Box 310 Boynton Beach, FL 33435-3838  US-United States					
<b>Reference</b>		<b>Instructions</b>			<b>Ship Via</b>			
<b>Promo Message</b>					<b>Ship Point</b>			
					Kaman - Riviera Beach			
<b>Ln #</b>	<b>Quote Quantity</b>	<b>Product and Description</b>	<b>Non-Cancel Non-Return</b>	<b>Qty U/M</b>	<b>Promise Date</b>	<b>Price U/M</b>	<b>Unit Price</b>	<b>Net Amount</b>
1	1	FA10.65E-270/FK202-4/22  WILO 20HP PUMP 230V-460V WILO PUMP (CONFIRM VOLTAGE 230V OR 460V) 40FT POWER CORD,THERMAL CORD,MOISTURE CORD,SS LIFTING BAIL "NO COUPLING" ESTIMATED DELIVERY 2-4 WEEKS		each	02/28/17	each	11875.00	11875.00
<b>1 Lines Total</b>		<b>Qty Quote Total</b>	<b>1</b>	<b>Sub-Total</b>		<b>11875.00</b>		
				<b>Quote Total</b>		<b>11875.00</b>		



## TERMS & CONDITIONS OF SALE

1. **TERMS AND CONDITIONS.** Seller's willingness to offer goods or services ("Products") for sale or accept an order for Products is expressly subject to the terms and conditions contained herein and published online at <https://ec.kamandirect.com/us/content/terms/termspage.htm>. Seller rejects any different or additional terms or conditions in any order, other document or other communication issued by Buyer.

2. **SHIPMENT; DELIVERY; TITLE AND RISK OF LOSS.** All unconfirmed delivery dates are approximate. Seller is not responsible for damages resulting from shipping delays caused by circumstances outside Seller's control. Regardless of the manner of shipment, delivery occurs and title and risk of loss or damage pass to Buyer, upon placement of the Products with the shipment carrier at Seller's facility.

### 3. WARRANTY.

A. **Warranty for Distributed or Third-Party Products.** Please note that products, supplies, components or devices manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to, distributed by, or packaged together into, Seller's Value Added Products. Seller's warranties do not cover Third Party Products. In the case of Third Party Products, Seller's sole obligation shall be limited to making any existing applicable manufacturer's warranties pertaining to such products available to Buyer to the extent Seller can legally do so. Buyer's sole remedy for breach of this warranty, and subject to Seller's sole discretion, is either repair or replacement.

B. **Warranty for Seller Designed, Engineered, Built, or Assembled Products ("Value Added Products").** Seller warrants that the Value Added Products sold hereunder shall be free from defects in material or workmanship for a period of twelve (12) months from the date of shipment. Buyer's sole remedy for breach of this warranty, and subject to Seller's sole discretion, is either repair or replacement.

C. **Warranty for Seller Services (Including Repairs and Build-To-Print).** Seller warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and that the Product will materially conform to Specifications. Buyer's sole remedy for breach of this warranty, and subject to Seller's sole discretion, is either repair or performance.

D. **Disclaimer.** All prices are based upon the exclusive limited warranties stated above and upon the following disclaimer: THE WARRANTIES LISTED ABOVE ARE THE SOLE AND ENTIRE WARRANTIES PERTAINING TO PRODUCTS PROVIDED. ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Warranties do not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence, unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Product and the preparation of Seller's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void.

4. **CLAIMS; COMMENCEMENT OF ACTIONS.** Buyer agrees to inspect Products within five calendar days of receipt and agrees to immediately notify Seller of any defects, nonconformities or shortages. Buyer waives any right to object to such defects, nonconformities or shortages after such time. Any claim or action against Seller based upon breach of contract or any other theory, including tort, negligence, or otherwise must be commenced within twelve (12) months from the date of the alleged breach or other alleged event, without regard to the date of discovery.

5. **CANCELLATION/CHANGES.** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred, and, to cover commitments made, by the Seller and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive. Buyer may request changes or additions to the Products consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Products without prior notice to Buyer, except with respect to made-to-order Products.

6. **PAYMENT.** Seller's prices do not include any sales, use, or other taxes or duties unless specifically stated. Seller reserves the right to negotiate escalation fees as warranted. Payment for all purchases is due thirty (30) days from the mailing date of invoice. Unpaid invoices beyond the specified payment date incur interest at the maximum allowable rate under applicable law.

7. **RETURNS.** Product may not be returned without prior authorization. A ten percent (10%) restocking charge, after inspection and in the opinion of the Seller, shall be made upon all Products returned for credit. Products returned for credit must be returned within five (5) business days after receipt, accompanied by Seller's invoice number and date of purchase, and be unopened in the original packaging. Custom, made-to-order or special Products including nonstandard components are not returnable.

8. **BUILD-TO-PRINT.** Where the Seller is responsible for manufacturing or servicing Product to Buyer's specifications, engineering data, drawings, schematics, materials, components, data or requirements ("Specifications"), the Buyer is solely responsible for determining the suitability and sufficiency of those Specifications, and assumes sole responsibility for the outcome and performance of Product based upon those Specifications. Additionally, Buyer is responsible for making the final selection of Product and assuring that all performance, endurance, maintenance, safety and warning requirements are met.

9. **BUYER'S OBLIGATION; RIGHTS OF SELLER.** To secure payment of all sums due or otherwise, Seller retains a security interest in all Products delivered to Buyer and this agreement is deemed to be a Security Agreement under the Uniform Commercial Code. Buyer authorizes Seller as its attorney to execute and file on Buyer's behalf all documents Seller deems necessary to perfect its security interest.

10. **FORCE MAJEURE.** Seller does not assume the risk and is not liable for delay or failure to perform any of Seller's obligations by reason of events or circumstances beyond its reasonable control (hereinafter "Events of Force Majeure"). Events of Force Majeure shall include without limitation: accidents, strikes or labor disputes, acts of any government or government agency,

acts of nature, delays or failures in delivery from carriers or suppliers, shortages of materials, or any other cause beyond Seller's control.

11. **WAIVER AND SEVERABILITY.** Failure to enforce any provision of this agreement will not invalidate that provision; nor will any such failure prejudice Seller's right to enforce that provision in the future. Invalidation of any provision of this agreement by legislation or other rule of law shall not invalidate any other provision herein. The remaining provisions of this agreement will remain in full force and effect.

12. **DELAY.** Seller reserves the right to invoice for all items purchased, all work completed or in progress, and for any other commitments made by Seller on behalf of the Buyer if Buyer delays contract progress for a period exceeding six (6) weeks.

13. **GOVERNING LAW.** This agreement and the sale and delivery of all Products are deemed to have taken place in, and shall be governed and construed in accordance with, the laws of the State of Connecticut without regard to conflicts of laws principles. Buyer irrevocably agrees and consents to the exclusive jurisdiction and venue of the courts of Hartford County, Connecticut with respect to any dispute, controversy or claim arising out of or relating to this agreement.

14. **INDEMNITY.** (a) Seller agrees to hold Buyer harmless from all loss, liability, claims or expenses (including reasonable attorney's fees) awarded in a final judgment by a court of competent jurisdiction arising from bodily injury or property damage (including death) to any person caused directly by the recklessness or willful misconduct of Seller in the performance of this Agreement; (b) Buyer shall indemnify, defend, and hold Seller harmless from any losses, claims, liabilities, damages, lawsuits, judgments and costs (including attorney fees and defense costs), whether for personal injury, property damage, patent, trademark or copyright infringement or any other claim, brought by or incurred by Buyer, Buyer's employees, or any other person, arising out of: (i) improper selection, application, design, or other misuse of Products purchased by Buyer from Seller; (ii) any act or omission, negligent or otherwise, of Buyer; (iii) Seller's use of patterns, plans, drawings, or specifications furnished by Buyer to manufacture Products; or (iv) Buyer's failure to comply with these terms and conditions. Seller shall not indemnify Buyer under any circumstance except as otherwise provided.

15. **INSURANCE.** Seller agrees to procure and maintain, at its sole cost and expense, the following insurance underwritten by reputable insurance companies licensed to do business in the states in which the work or any portion of the work is performed for the entire term of this Agreement: Workers' Compensation insurance with statutory limits in accordance with the laws of the state in which the work or any portion of the work is performed; Employers' Liability insurance with limits of \$1 million each accident for bodily injury by accident or \$1 million each employee for bodily injury by disease. Commercial General Liability insurance with a limit of \$2 million each occurrence. Business Automobile Liability insurance with a limit of \$2 million any one accident or loss for injuries, including accidental death, and property damage covering all owned, non-owned and hired vehicles. Upon Buyer's written request: 1) Seller shall provide Buyer with certificates of insurance as evidence that the policies providing such coverage and limits are in full force and effect; 2) shall provide Buyer with renewal certificates of insurance within ten business days following the inception of the new policy period; 3) shall name Buyer as a "Certificate Holder" for each of the above policies. For its part, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

16. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS, DIMINUTION IN VALUE OR REPUTATION, OR LOST OPPORTUNITY), SPECIAL, PUNITIVE OR LIQUIDATED DAMAGES, DIRECTLY OR INDIRECTLY, ARISING OR RESULTING FROM THE BREACH OF ANY OF THE TERMS HEREOF OR FROM THE SALE, HANDLING OR USE OF THE PRODUCTS SOLD. SELLER'S LIABILITY HEREUNDER, FOR BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE, IS EXPRESSLY LIMITED AT SELLER'S OPTION TO: (A) TO THE REPLACEMENT AT THE AGREED POINT OF DELIVERY OF ANY PRODUCTS FOUND TO BE DEFECTIVE OR NOT TO CONFORM TO THE SPECIFICATIONS SET FORTH HEREIN, (B) TO THE REPAIR OF SUCH PRODUCTS, OR (C) TO THE REFUND OR CREDITING TO BUYER OF THE PRICE OF SUCH PRODUCTS.

17. **COMPLIANCE WITH LAWS.** Buyer agrees to comply with all applicable laws, regulations, import and export laws and regulations of the Buyer's country and the United States of America, including but not limited to the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR). Buyer further agrees that for any EAR or ITAR controlled product, it shall not directly or indirectly, sell, export, re-export, transfer, divert or otherwise dispose of in any other country, or to any prohibited party, any such controlled product, either in its original form or after being incorporated into another end-item, without the prior written approval of the relevant U.S. Government authority.

18. **DISPUTE RESOLUTION.** If a dispute arises out of or relates to this these terms or their breach, the parties shall attempt to resolve such dispute through the dispute resolution procedures set forth herein ("Resolution Procedures"). If any dispute arises under this agreement, either party may notify the other in writing of the existence of such dispute and the commencement of the Resolution Procedures. Within twenty (20) business days after receipt of the commencement notice the parties shall conduct a hearing at a mutually agreed upon location and time. The hearing shall be conducted before a hearing panel of one senior executive of from each party ("Hearing Executives"). During the hearing each party shall presents its position, and each party shall be entitled to a rebuttal. The Hearing Executives will reach agreement on the order of presentations and other procedural issues regarding the hearing. At the conclusion of the hearing, the Hearing Executives shall meet to attempt to resolve the dispute. The Resolution Procedures shall be deemed terminated if the parties have not executed a written settlement of the dispute on or before the tenth (10th) business day following the conclusion of the hearing. Unless a written settlement is executed, any promises or agreements made by the parties at the hearing shall not be binding on the parties. All discussions, offers, promises, statements, or conduct made in the course of the Resolution Procedures are privileged, confidential, inadmissible, and not discoverable for any purpose. If the Hearing Executives are unable to resolve the dispute within forty-five (45) days of the date of the commencement notice, either party may institute litigation.

19. **MISC.** Unless otherwise agreed in writing this agreement contains the entire agreement between the Buyer and Seller and constitutes the final, complete and exclusive expression of the terms of sale. All prior or contemporaneous written or oral agreements or negotiations are herein merged. These terms may only be amended, modified or supplemented by an agreement in writing signed by each party. If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term herein.

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. #: 170853  
DATE: 03/02/17

VENDOR 15411

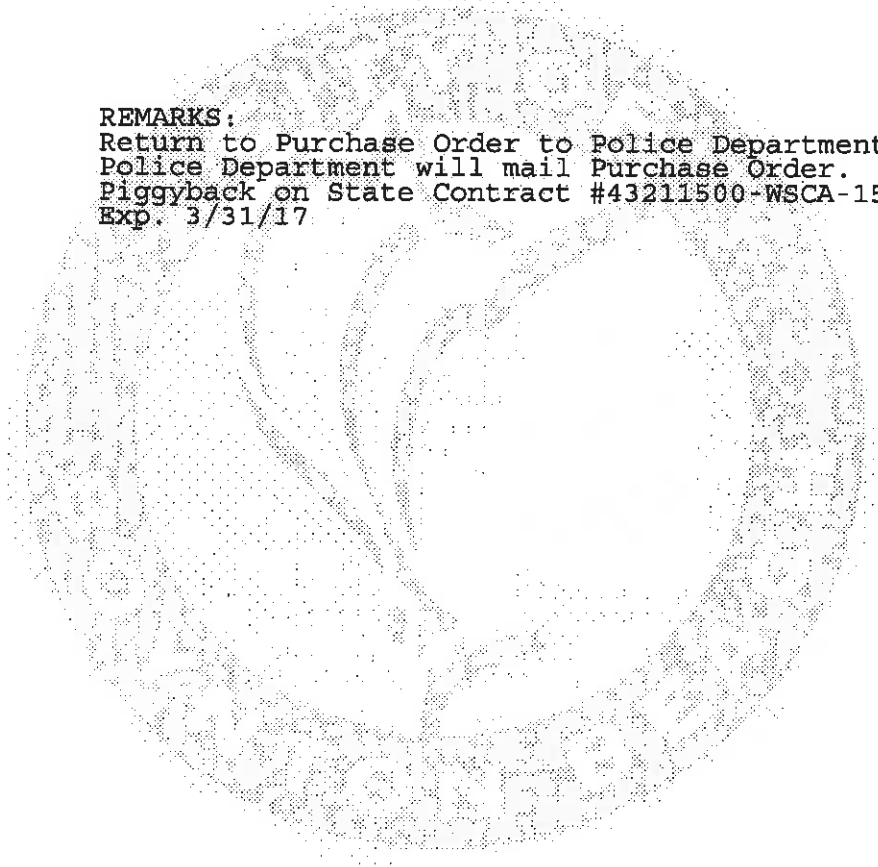
TO: DELL FINANCIAL SERVICES, LLC.  
ONE DELL WAY, MS RR1-35  
ROUND ROCK, TX 78682

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

REQUISITION NO. 68466	ORDERING DEPARTMENT: POLICE		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	10.00	EA	LATITUDE 14 RUGGED VENDOR ITEM NO.- 5414	1875.3400	18753.40

REMARKS:  
Return to Purchase Order to Police Department.  
Police Department will mail Purchase Order.  
Piggyback on State Contract #43211500-WSCA-15-ACS.  
Exp. 3/31/17



PROCUREMENT SERVICES:	<i>JWH 3/2/17</i>	P.O. TOTAL:	18753.40
ACCOUNT NO. 001-2112-521.64-15	PROJECT		

PURCHASING

REQUISITION BY: POLICE  
SHIP TO LOCATION: POLICE

PURCHASE REQUISITION NBR: 0000068466  
STATUS: DEPT APPROVAL  
REASON: LAPTOP PURCHASE  
SUGGESTED VENDOR: 15411 DELL FINANCIAL SERVICES, LLC.

DATE: 2/27/17  
DELIVER BY DATE: 4/28/17

1 LATITUDE 14 RUGGED  
COMMODITY: OFFICE SUPPLIES, GENERAL  
SUBCOMMOD: COMPUTER ACCESSORIES

10.00 EA 1875.3400 18753.40 5414

REQUISITION TOTAL: 18753.40

REQUISITION QUOTES  
18753.4000 VENDOR NAME  
DELL INC

LINE # ACCOUNT MACHINERY AND EQUIPMENT PROJECT % AMOUNT  
1 00121125216415 COMPUTER EQUIPMENT 100.00 18753.40

REQUISITION COMMENTS:

Contract code: WN08AGW

Customer Agreement No:43211500-WSCA-15-ACS

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Exp. 3/31/17

Return P.O. to P.D. V. 2/27/17

APPROVALS

City Manager [Signature] Date 3/1/17  
Finance Dept. [Signature] Date 2/28/17  
Risk Manager \_\_\_\_\_ Date \_\_\_\_\_  
City Attorney \_\_\_\_\_ Date \_\_\_\_\_



# CITY OF BOYNTON BEACH

## REQUEST FOR PURCHASE OVER \$10,000

Date: 2/27/2017

Requesting Department: POLICE

Contact Person: ZELLER

### Explanation for Purchase:

This is for the purchase of 10 new laptops to replace (10) 8 year old laptops.

Recommended Vendor Dell Inc

Dollar Amount of Purchase 18,753.40

### Source for Purchase (check and attach backup materials):

Three Written Quotations

☐

GSA

☐

State Contract

☒

PRIDE/RESPECT

☐

SNAPS

☐

Sole Source

☐

Piggy-Back

☐

Budgeted Item

☐

Emergency Purchase

☐

Other

☐

Contract Number: 43211500 WSCA 15 ACS

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

### Fund Source for Purchase:

Account number 001-2112-521-64-15

### Approvals:

Department Head

[Signature]

Date

2/27/17

Purchasing Agent

[Signature]

Date

2/28/17

Asst City Manager

[Signature]

Date

City Manager

[Signature]

Date

3/1/17

**Dear Customer,**

Please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

Mike Appl

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

**Shipping Group 1**

<b>Shipping Contact:</b>	<b>Shipping phone:</b>	<b>Shipping via:</b>	<b>Shipping Address:</b>
Doug Solomon Boyton Beach	(561) 742-6171	Standard Ground	100 E BOYNTON BEACH BLVD BOYNTON BEACH FL 33435-3899 US

SKU	Description	Qty	Unit Price	Subtotal
	Latitude 14 Rugged 5414	10	\$1,875.34	\$18,753.40
<b>Estimated Delivery Date: Apr. 10 - Apr. 18, 2017</b>				
<b>Contract Code: WN08AGW</b>				
<b>Customer Agreement No: 43211500-WSCA-15-ACS</b>				
338-BJIO	Intel Core i5-6300U Processor, Security, (Dual Core, 3M Cache, 2.40 GHz)	10	*	*
619-AHKN	Win 10 Pro 64 English, French, Spanish	10	*	-
630-AARX	No Software	10	*	-
570-AADK	No Mouse	10	*	-
580-ABYR	Sealed Internal RGB Backlit English Keyboard	10	*	*
370-ACDD	8GB (1x8GB) 2133MHz DDR4 Memory	10	*	*
340-AJPV	TPM Enabled	10	*	*
490-BDCP	Intel Integrated HD Graphics 520	10	*	*
400-ANBM	500GB (5.400 Rpm) Serial ATA Hard Drive	10	-	*
429-AAGQ	PowerDVD Software not included	10	-	-
555-BCMT	Intel Dual Band Wireless 8260 (802.11ac) W/ Bluetooth	10	*	-
540-BBLW	No PCMCIA Card or ExpressCard Reader	10	*	*
429-AAYC	Tray load DVD Drive (Reads and Writes to DVD/CD)	10	*	*
340-ACQQ	No Option Included	10	*	*
492-BBEM	65W AC Adapter, 3-pin	10	*	*
556-BBQQ	DW5808E Gobi5000 4G/LTE Wireless WAN Card for Verizon (Windows 10)	10	-	*
631-AAZE	No Out-of-Band Systems Management	10	-	-
340-BICE	Quick Setup Guide (English)	10	*	-
391-BCRT	14.0" HD (1366x768)Non-Touch,with Camera with Privacy Shutter and Microphone	10	*	-

451-BBWF	6-cell (65Wh) Lithium Ion Battery With ExpressCharge	10	-	-
634-BENZ	No DDP ESS Software	10	-	-
954-3465	No DDPE Encryption Software	10	-	-
620-AAOH	No Media	10	-	-
817-BBBB	No FGA	10	-	-
210-AJRP	Latitude 5414, XCTO	10	-	-
555-BCZH	Intel Dual-Band Wireless-AC 8260 Driver	10	-	-
450-AAEJ	US Power Cord	10	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	10	-	-
590-TEVW	Docking connector for Rugged Docking Station only	10	-	-
332-1286	US Order	10	-	-
387-BBFE	Energy Star	10	-	-
389-BDCE	No UPC Label	10	-	-
340-ACQQ	No Option Included	10	-	-
340-AFRW	ODM Info	10	-	-
340-BIRL	Shipping Material for Latitude 14 Rugged (5414)	10	-	-
389-BKKW	Regulatory label	10	-	-
389-BJTJ	Intel Core i5 Processor Label	10	-	-
590-TEVT	No Additional Serial Ports	10	-	-
800-BBGF	BTO Standard shipment Air	10	-	-
340-ADFZ	Dell Power Manager	10	-	-
422-0007	Dell Data Protection Security Tools Digital Delivery/NB	10	-	-
525-BBCL	SupportAssist	10	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	10	-	-
640-BBQK	System Driver, Dell Rugged Latitude 5414	10	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex	10	-	-
658-BBNF	Waves Maxx Audio Royalty	10	-	-
658-BCUV	Dell Developed Recovery Environment	10	-	-
389-BKND	Regulatory Label for Non Rubber Keyboard with WWAN	10	-	-
808-6797	ProSupport Plus: Next Business Day Onsite, 3 Years	10	-	-
808-6805	Dell Limited Hardware Warranty Initial Year	10	-	-
808-6817	ProSupport Plus: Accidental Damage Service, 3 Years	10	-	-
808-6818	ProSupport Plus: Keep Your Hard Drive, 3 Years	10	-	-
808-6847	ProSupport Plus: 7X24 Technical Support, 3 Years	10	-	-
997-8367	Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">www.dell.com/contactdell</a> or call 1-866- 516-3115	10	-	-
365-0896	Client ProSupport Plus Asset Label without Company Name	10	-	-
377-8262	CFI,Information,VAL,CHASSISDEF,Factory Install	10	-	-
575-BBCH	No Stand included	10	-	-
460-BBEX	No Carrying Case	10	-	-

Sales rep: Mike Appl | Quote number: 3000010077567.1

<b>Subtotal:</b>	<b>\$18,753.40</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fees:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$18,753.40</b>

## Important Notes

### Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale ([www.dell.com/learn/us/en/uscorp1/terms-of-sale](http://www.dell.com/learn/us/en/uscorp1/terms-of-sale)), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy ([www.dell.com/returnpolicy](http://www.dell.com/returnpolicy)) and Warranty (for Consumer warranties; for Commercial warranties).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply (Consumer; Commercial). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A ([www.dell.com/AEULA](http://www.dell.com/AEULA)) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S ([www.dell.com/SEULA](http://www.dell.com/SEULA)).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

### Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P.

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com).

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

### ^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.



**\*Dell Financial Services Lease:**

1. This proposal is property of Dell Financial Services and contains confidential information. This proposal shall not be duplicated or disclosed in whole or part. Minimum transaction size \$500.
2. All terms are subject to credit approval, execution and return of mutually acceptable lease documentation.
3. Lease rates are based upon the final amount, configuration and specification of the supplied equipment. Interim rent may apply and be due in the first payment cycle.
4. The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items, which shall be for Lessee's account.
5. This proposal is valid through the expiration date shown above, or, if none is specified, for 30 calendar days from date of presentation.

[Skip to Main Content](#)

## Department of Management Services

[Florida Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [Vendor Information](#) > [State Contracts and Agreements](#) > [Alternate Contract Source](#) > Computer Equipment, Peripherals & Services

<< [Return](#)

### Computer Equipment, Peripherals & Services43211500-WSCA-15-ACS

<b>Effective Period</b>	09/30/2015 through 03/31/2017
<b>Contract Type</b>	Alternate Contract Source
<b>Contract Information</b>	<a href="#">How to Use this Alternate Contract Source</a> <a href="#">Products Categories List</a> <ul style="list-style-type: none"> <li><a href="#">Contractors</a></li> <li><a href="#">Pricing</a></li> </ul>
<b>Contract Documents</b>	<a href="#">Forms and Other Information</a> <a href="#">Amendments and Memorandums</a> <a href="#">Master Agreements</a> <a href="#">Participating Addenda</a>
<b>Contract Administration</b>	<ul style="list-style-type: none"> <li><a href="#">Jeremy Williams</a> (850) 414-6740</li> <li><a href="mailto:Jeremy.Williams@dms.myflorida.com">Jeremy.Williams@dms.myflorida.com</a></li> </ul>
<b>Commodity Codes</b>	UNSPSC-43211500, UNSPSC-43211600, UNSPSC-43211900
<b>Description</b>	

This alternate contract source (ACS) authorizes the use of the National Association of State Procurement Officials' ValuePoint Program (NASPO ValuePoint) Computer Equipment, Peripherals and Services contract, which was competitively solicited and awarded by the State of Minnesota.

#### Benefits

- This contract is available only for products not on state term contracts.
- WSCA participating addendums are entered on behalf of governmental entities in Florida for Ace, Apple, ByteSpeed, Ciara, Cisco, Computer Technology Link, Dell, EMC, Firefly, Fujitsu, HP Inc., HP Enterprise, Hitachi, Howard, IBM, Lenovo, M&A Technology, Microsoft, Microtech, NetApp, Nimble, Panasonic, Pure Storage, Samsung, Tegile, Tintri, Transource, and Xiotech.

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Management Services - State of Florida

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## Department of Management Services

[Florida Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [Vendor Information](#) > [State Contracts and Agreements](#) > [Alternate Contract Source](#) > [Computer Equipment, Peripherals & Services](#) > [Contractors](#) > Contractors - Dell

### Dell

CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
A - Non-Minority	No	No	Yes	Statewide

### Contact Information

<b>Vendor:</b>	Dell Marketing LP
<b>FL Minority Business Designation:</b>	A – Non-Minority
<b>Vendor FEIN:</b>	74-2616805
<b>Contacts:</b>	Katherine Dunay
<b>Title:</b>	Program Contract Manager
<b>Street Address:</b>	One Dell Way, RR1-33 Round Rock, TX 78682
<b>Phone Number:</b>	512-723-0818
<b>Email Address:</b>	<a href="mailto:katherine_dunay@dell.com">katherine_dunay@dell.com</a>

### Ordering Information

<b>Contact Name:</b>	Andre Fuqua
<b>Title:</b>	Sales Representative
<b>Address:</b>	One Dell Way, RR8-11 Round Rock, TX 78682
<b>Email Address:</b>	<a href="mailto:Andre_Fuqua@dell.com">Andre_Fuqua@dell.com</a>
<b>Phone Number:</b>	512-513-8704
<b>Toll Free Number:</b>	1-800-981-3355, ext. 513-8704
<b>Ordering Fax Numbers:</b>	512-283-3884
<b>Internet Address:</b>	<a href="#">Dell Marketing</a>
<b>Remit Address:</b>	Dell Marketing L.P. C/O Dell USA L.P. Atlanta, GA 30353-4118

[Authorized Resellers](#) ( \* 78.48 KB)

Document reader download link

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Management Services - State of Florida

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. #: 170867  
DATE: 03/06/17

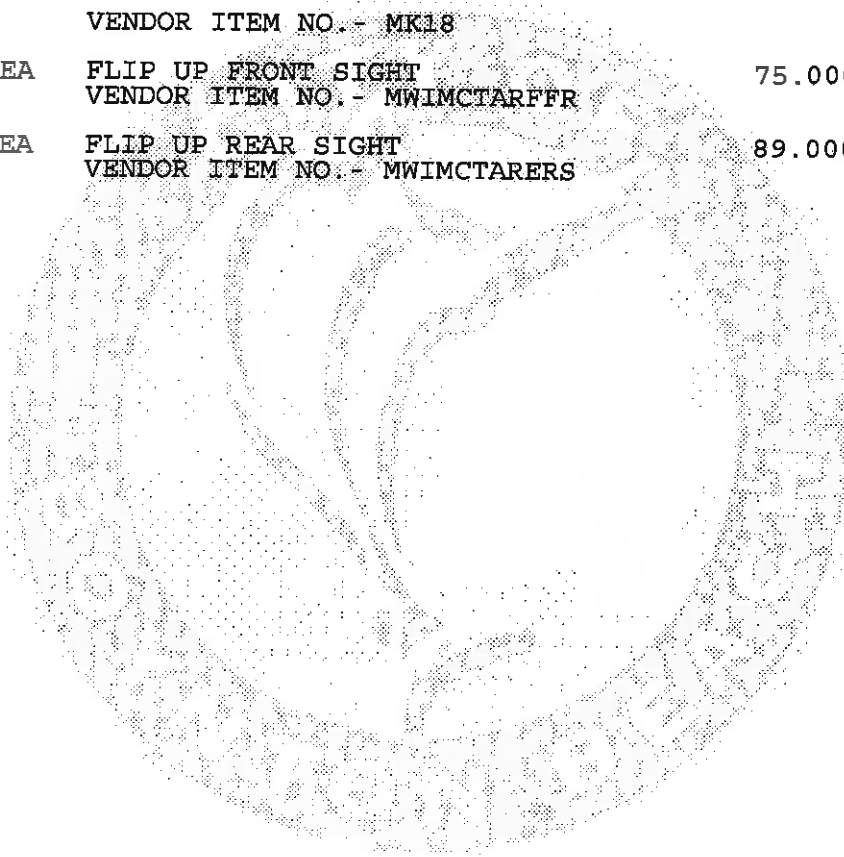
VENDOR 2568

TO: SRT SUPPLIES INC.  
4450 60TH AVENUE NORTH  
ST. PETERSBURG, FL 33714

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

REQUISITION NO. 68416	ORDERING DEPARTMENT: POLICE	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO: COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	12.00	EA	DANIEL DEFENSE 5.56 RIFLES WITH 10.3 IN BARREL VENDOR ITEM NO. - MK18	1198.9900	14387.88
2	12.00	EA	FLIP UP FRONT SIGHT VENDOR ITEM NO. - MWIMCTARFFR	75.0000	900.00
3	12.00	EA	FLIP UP REAR SIGHT VENDOR ITEM NO. - MWIMCTARERS	89.0000	1068.00



PROCUREMENT SERVICES:	<i>2440371.7</i>	P.O. TOTAL:	16355.88
ACCOUNT NO. 001-2111-521.64-02	PROJECT		

PURCHASING

PURCHASE REQUISITION NBR: 0000068416

REQUISITION BY: POLICE  
SHIP TO LOCATION: POLICE

STATUS: DEPT APPROVAL  
REASON: POLICE EQUIPMENT  
SUGGESTED VENDOR: 2568 SRT SUPPLIES INC.

DATE: 2/21/17  
DELIVER BY DATE: 2/21/17

LINE  
NBR DESCRIPTION

QUANTITY UOM

UNIT  
COST

EXTEND  
COST

VENDOR PART NUMBER

1	DANIEL DEFENSE 5.56 RIFLES WITH 10.3 IN BARREL AND DDMM4 RAIL. COMMODITY: POLICE EQUIPMENT & SUPPLY SUBCOMMOD: GUNS: PISTOLS, RIFLES ETC	12.00	EA	1198.9900	14387.88	MK18
2	FLIP UP FRONT SIGHT COMMODITY: POLICE EQUIPMENT & SUPPLY SUBCOMMOD: GUNS: PISTOLS, RIFLES ETC	12.00	EA	75.0000	900.00	MMIMCTARFFR
3	FLIP UP REAR SIGHT COMMODITY: POLICE EQUIPMENT & SUPPLY SUBCOMMOD: GUNS: PISTOLS, RIFLES ETC	12.00	EA	89.0000	1068.00	MMIMCTARFRS

REQUISITION TOTAL: 16355.88

REQUISITION QUOTES

18303.0000  
17123.4000

VENDOR NAME

FEDERAL EASTERN INTERNATIONAL  
DANIEL DEFENSE

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

PROJECT

LINE #	ACCOUNT	MACHINERY AND EQUIPMENT	%	AMOUNT
1	00121115216402	GENERAL EQUIPMENT	100.00	14387.88
2	00121115216402	MACHINERY AND EQUIPMENT	100.00	900.00
3	00121115216402	GENERAL EQUIPMENT	100.00	1068.00

16355.88

REQUISITION COMMENTS:

REQUISITION IS IN THE CURRENT FISCAL YEAR.

~~1. AND DDMM4 RAIL~~

## APPROVALS

City Manager [Signature] Date 3/2/17  
Finance Dept. [Signature] Date 3/2/17  
Risk Manager [Signature] Date 3/2/17  
City Attorney [Signature] Date 3/2/17

REQUISITION BY: POLICE  
SHIP TO LOCATION: POLICE

PURCHASE REQUISITION NBR: 0000068416  
STATUS: DEPT APPROVAL  
REASON: POLICE EQUIPMENT  
SUGGESTED VENDOR: 2568 SRT SUPPLIES INC.

DATE: 2/21/17  
DELIVER BY DATE: 2/21/17

LINE  
NBR DESCRIPTION

QUANTITY UOM UNIT COST EXTEND COST

VENDOR PART NUMBER

1	12-DANIEL DEFENSE 5.56 RIFLES W/10.3 BARREL COMMODITY: POLICE EQUIPMENT & SUPPLY SUBCOMMOD: GUNS: PISTOLS, RIFLES ETC	12.00	EA	1198.9900	14387.88	MK18
2	12-FLIP UP FREONT SIGHTS COMMODITY: POLICE EQUIPMENT & SUPPLY SUBCOMMOD: GUNS: PISTOLS, RIFLES ETC	12.00	EA	75.0000	900.00	MWIMCTARFR
3	12-FLUP UP REAR SIGHTS COMMODITY: POLICE EQUIPMENT & SUPPLY SUBCOMMOD: GUNS: PISTOLS, RIFLES ETC	12.00	EA	89.0000	1068.00	MWIMCTARFRS

REQUISITION TOTAL: 16355.88

REQUISITION QUOTES  
VENDOR NAME  
FEDERAL EASTERN INTERNATIONAL  
DANIEL DEFENSE

18303.0000  
17123.4000

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00121115216402	MACHINERY AND EQUIPMENT GENERAL EQUIPMENT	100.00	14387.88
2	00121115216402	MACHINERY AND EQUIPMENT GENERAL EQUIPMENT	100.00	900.00
3	00121115216402	MACHINERY AND EQUIPMENT GENERAL EQUIPMENT	100.00	1068.00
				16355.88

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:  
1. AND DDMA RAILS





# CITY OF BOYNTON BEACH

## REQUEST FOR PURCHASE OVER \$10,000

Date: 21-Feb-17

Requesting Department: POLICE

Contact Person: MATTHEW ZELLER

**Explanation for Purchase:**

PURCHASE OF RIFLES AND SCOPES FOR POLICE OFFICERS/TRAINING

Recommended Vendor SRT SUPPLY

Dollar Amount of Purchase 16356

**Source for Purchase (check and attach backup materials):**

Three Written Quotations

☒

GSA

☐

State Contract

☐

PRIDE/RESPECT

☐

SNAPS

☐

Sole Source

☐

Piggy-Back

☐

Budgeted Item

☐

Emergency Purchase

☐

Other

☐

Contract Number: \_\_\_\_\_

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

**Fund Source for Purchase:**

001-2111-64-02 - GENERAL EQUIPMENT

**Approvals:**

Department Head

V.R.

Date 2/24/17

Purchasing Agent

[Signature]

Date 2/24/17

Asst City Manager

\_\_\_\_\_

Date \_\_\_\_\_

City Manager

[Signature]

Date 3/1/17



# BOYNTON BEACH POLICE DEPARTMENT

## INTER-OFFICE MEMORANDUM


**TO:** Kelly Harris,  
Assistant Chief,  
Professional Standards

**FROM:** Peter Picciano,  
Sergeant,  
Professional Standards

**REF:** SWAT Rifles

**DATE:** February 16, 2017

6310 02-17-17	JP 2/17/17		
------------------	---------------	--	--



I am requesting funding for twelve Daniel Defense MK18 rifles. Three quotes were obtained and as a result SRT Supply was the lowest quote in the amount of \$16,355.88.

## BOYNTON BEACH POLICE DEPARTMENT

INTER-OFFICE MEMORANDUM

**TO: Kelly Harris**  
**Assistant Chief**  
**Professional Standards**

**FROM:** Nicholas Prince  
Officer  
Training Unit

REF: SWAT Rifles

**DATE:** 02/15/2017

02.17.

### **Purchase/Payment Request**

(If paid by credit card, please attach receipt to this document)

**Vendor:** SRT Supply

Quantity	Unit Price	Description	Item Number	Amount
12	\$1198.99	Daniel Defense 5.56 rifle with 10.3in barrel and DDM4 rail.	MK18	\$14,387.88
12	\$75.00	Flip up front sight	MWIMCTARFFR	\$900
12	\$89.00	Flip up rear sight	MWIMCTARERS	\$1068.00
<b>TOTAL</b>				<b>\$16,355.88</b>

A/C

**Approval:**

Account Number:

**Backup Docs Submitted:**



**Quotes/Verbal (over \$500.00)**

**Quotes/Written (over \$2000.00)**

**Purchase over \$25,000 needs commission approval**

**\*PLEASE OBTAIN A W-9 FROM THE VENDOR\***



# QUOTE

4450 60th Avenue North  
St Petersburg FL 33714  
727-526-5451  
WWW.SRTSUPPLY.COM

Entered By: HAD

Bill To: BOYNTON BEACH (P.D.), THE CITY  
OF  
FINANCE DEPARTMENT  
100 E. BOYNTON BEACH BLVD, P.  
Boynton Beach FL 33425

Ship To: BOYNTON BEACH POLICE DEPT.  
3501 NORTH CONGRESS AVE  
ATTN: NICK PRINCE  
Boynton Beach FL 33435

Phone: 561-742-6320

Fax: 561-742-6185

Invoice #	Order #	Customer #	Customer P.O. #	Terms	Salesperson
Invoice Dt	Order Dt				Ship Via
02/14/17	02/14/17	99909	27	NET 30 DAYS	139
					UPS GROUND
Units	U/M	Item Description	Disc	Unit Price	Amount
		***** QUOTATION *****			
12	EA	*MISC SRT MISC ITEMS DANIEL DEFENSE MK18 VARIANT; 9" M4 FORWARD RAIL, SBR, 5.56 10.3" BARREL		1198.990	14,387.88
12	EA	MWIMCTARFFR MWI FRONT FLIP - UP SIGHT FORRAILS		75.00	900.00
12	EA	MWIMCTARERS MWI AR SERIES A-2 EMERGENCYREAR FLIP UP SIGHT		89.00	1,068.00
		Subtotal			16,355.88
		Tax #: 600411645154C			
		Quote Total			16,355.88

All Returns Are Subject to a 15% Restocking Charge

ITEMS LISTED ON THIS DOCUMENT MAY REQUIRE A UNITED STATES GOVERNMI

FOR EXPORT. EXPORTING CONTROLLED ITEMS WITHOUT A LICENSE IS PROHIBITED BY LAW.

PRICES ARE EFFECTIVE FOR 30 DAYS FROM THE DATE OF QUOTE UNLESS OTHERWISE QUOTED.



## QUOTATION

**Quote Date:** 2.14.2017  
**Quote Title:** DD Quote Boynton  
**Contact:** Nick Prince

**Customer Name:** Boynton Beach PD  
**Address:** 3501 North Congress Ave  
Boynton Beach FL 33435

**Phone Number:** 561.742.6320

**Fax Number:**

**Email Address:**

Quantity	Item Number / Item Description	Unit Price	Line Total
12	DANIEL DEFENSE MK18 SBR, 10.3" BARREL, 556 CALIBER, BLACK, SUB FORE RAIL W/ DDM4 9" TUBE	\$1,345.00	\$16,140.00
12	MIDWEST BUIS FRONT SIGHT	\$83.50	\$1,002.00
12	MIDWEST BUIS REAR A2 SIGHT	\$96.75	\$1,161.00
0	Shipping FOB Destination		\$0.00
		<b>GRAND TOTAL:</b>	<b>\$18,303.00</b>

**Comments:**

**Delivery Time:** 180 days



## Quote

Quote No.: LE-BBPD-0215

Quote Date: 12/5/2016

Boynton Beach Police Dept  
Boynton Beach, FL  
USA  
Nick Prince

Customer ID	Sales Rep	Terms	Ship Via		
	JMarler	Net 30 Days	Fedex- HD		
Item	Description	Quantity	Unit Price	Total	
CUSTOM SBR RIFLE	CUSTOM SBR RIFLE Semi-auto Complete Lower Receiver Group w/ DD Furniture (BLACK) SKU: 05-013-22000-105-build  A4 Upper Receiver, Assembly (Black) SKU: 04-015-81604-103-build  Complete Bolt Carrier Group (5.56mm) SKU: 04-013-02146-build  Charging Handle Assembly SKU: 04-013-09070-build  BARREL ASSY, CMV, CHF, 5.56, 1:7, 10.3" GOVT, CAR, DIMPLED, CHROME, PHOS 07-077-00251-018  .750" Low Profile Gas Block 25-080-05154-105  Carbine Gas Tube Assembly SKU: 04-013-09400-build  Daniel Defense Flash Suppressor Assy, 1/2-28 (.223 /5.56mm) SKU: 06-048-08061-105-build  DD Rail Panels QTY 3 SKU: 21-010-02927-006  DDM4 Rail 9.0 01-134-06137	12	1,407.00	\$16,884.00	
SHIPPING		12	19.95	\$239.40	



## Quote

Quote No.: LE-BBPD-0215

Quote Date: 12/5/2016

Boynton Beach Police Dept  
Boynton Beach, FL  
USA  
Nick Prince

Customer ID	Sales Rep	Terms	Ship Via	
	JMarler	Net 30 Days	Fedex- HD	
Item	Description	Quantity	Unit Price	Total

Leadtime - Approximately 90 Days ARO plus an additional 6-8 weeks for ATF Form 5 approval.

Please include a completed FET Exemption Certificate with your Purchase ORder.



## Quote

Quote No.: LE-BBPD-0215

Quote Date: 12/5/2016

Boynton Beach Police Dept  
Boynton Beach, FL  
USA  
Nick Prince

Customer ID	Sales Rep	Terms	Ship Via	
	JMarler	Net 30 Days	Fedex- HD	
Item	Description	Quantity	Unit Price	Total

Total 17,123.40



**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>SRT SUPPLY, INC</b>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>4450 60TH AVENUE NORTH</b> City, state, and ZIP code <b>ST. PETERSBURG, FLORIDA 33714</b>	Requester's name and address (optional)
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

Employer identification number									
5	9	-	3	2	8	1	2	9	1

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Patricia R. Wood</i>	Date ▶ <i>2/15/17</i>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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. #: 170882  
DATE: 03/08/17

VENDOR 4397

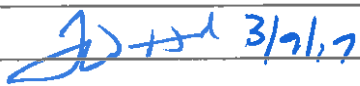
TO: JOHNSON-DAVIS INC.  
604 HILLBRATH DRIVE  
LANTANA, FL 33462

SHIP TO:  
City of Boynton Beach  
EAST UTILITY ADMIN  
124 E. WOOLBRIGHT ROAD  
BOYNTON BEACH, FL 33435

REQUISITION NO. 68500	ORDERING DEPARTMENT: UTIL ENGIN TP		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	69025.00	DL	FURNISH AND INSTALL: 6 (6' ) FT DIAMETER WATER quality structure connecting to approximately 125 ft. of 24 HDPE drainage outfall pipe conveying runoff to the intracoastal tidal canal and install a Manatee Grate System.	1.0000	69025.00

REMARKS:  
RFQ#Q020-2821-17/TP.

PROCUREMENT SERVICES:		P.O. TOTAL:	69025.00
ACCOUNT NO. 403-5000-538.65-09	PROJECT STM031		

PURCHASING



## CITY OF BOYNTON BEACH

### REQUEST FOR PURCHASE OVER \$10,000

Date: 8-Mar-17

Requesting Department: Utilities

Contact Person: Angela Prymas *AP*

**Explanation for Purchase:**

Furnish and the installation for Utilities Stormwater Ocean Inlet Drive Drainage Improvement Project Located between 730 and 736 Ocean Inlet Drive Utilities will be placing a stormwater outfall Structure that will connect 125 LF of 24" HDPE drainage outfall pipe for runoff to the intracoastal tidal canal between the properties, 6 FT Diameter water quality structure manhole and Manatee Grate. RFQ # Q020-2821-17/TP

Recommended Vendor Johnson - Davis Inc.

4397

Dollar Amount of Purchase \$69,025.00

**Source for Purchase (check and attach backup materials):**

Three Written Quotations

☒

GSA

☐

State Contract

☐

PRIDE/RESPECT

☐

SNAPS

☐

Sole Source

☐

Piggy-Back

☐

Budgeted Item

☐

Emergency Purchase

☐

Other

☐

Contract Number: \_\_\_\_\_

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

**Fund Source for Purchase:**

403-5000-536.65-09 STM031

**Approvals:**

Department Head

Date 3-8-17

Purchasing Agent

Date 3/9/17

Asst City Manager

Date \_\_\_\_\_

City Manager

Date 3/9/17

PURCHASE REQUISITION NBR: 0000068500

REQUISITION BY: UTIL ENGIN TP

STATUS: DEPT APPROVAL  
REASON: OCEAN INLET DRIVE DRAINAGE IMPROVEMENT PROJECT;

SHIP TO LOCATION: EAST UTILITY ADMIN

SUGGESTED VENDOR: 4397 JOHNSON-DAVIS INC.  
DATE: 3/02/17  
DELIVER BY DATE: 3/17/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	FURNISH AND INSTALL: 6 (6' ) FT DIAMETER WATER quality structure connecting to approximately 125 ft. of 24 HDPE drainage outfall pipe conveying runoff to the intracoastal tidal canal and install a Manatee Grate System. COMMODITY: ENGINEERING SERVICES SUBCOMMOD: DRAINAGE	69025.00	DL	1.0000	69025.00	

REQUISITION TOTAL: 69025.00

REQUISITION QUOTES		VENDOR NAME
SELECTED VENDOR:	69025.0000	4397 JOHNSON-DAVIS INC.
	69811.0000	11553 B & B UNDERGROUND CONTRACTORS,
	9999999.0000	10458 MADSEN/BARR CORPORATION

ACCOUNT INFORMATION

LINE #	ACCOUNT	UTIL CONST IN PROGRESS	PROJECT	AMOUNT
1	40350005386509	RER - STORMWATER	STM031	69025.00
			Stormwater Misc. Issues	69025.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:


Located between 730 and 736 Ocean Inlet Drive  
Utilities will be placing a stormwater outfall  
Structure that will connect 125 LF of 24 HDPE  
drainage outfall pipe for runoff to the  
intracoastal tidal canal between the properties, 6  
ft Diameter water quality structure manhole and  
Manatee Grate.  
RFQ #Q020-2821-17/TP

Construct under \$75K  
City Manager Approval

APPROVALS	
City Manager	Date 3/8/17
Finance Dept	Date 3/8/17
Rev Manager	Date 3-6-17

END ATTACHED

# REQUEST FOR REQUISITION


<b>H.T.E. ENTRY DATE:</b>	<b>3/2/2017</b>
<b>H.T.E. REQUISITION #</b>	<b>68500</b>
<b>Clerk:</b>	<b>TP</b>
<b>Procurement Ass't:</b>	
<b>Director:</b>	
<b>City Manager (non budgeted capital and/or \$5000+):</b>	

## REASON FOR PURCHASE:

Ocean Inlet Drive Drainage Improvement Project – Located between 730 and 736 Ocean Inlet Drive

Utilities will be placing a stormwater outfall Structure that will connect 125 LF of 24" HDPE drainage outfall pipe for runoff to the intracoastal tidal canal between the properties, 6 FT Diameter water quality structure manhole and Manatee

Grate. RFQ # Q020-2821-17/TP

<b>VENDOR INFORMATION:</b>		<b>DIVISION:</b>		<b>OTHER INFORMATION:</b>	
Name: Johnson – Davis Inc.		Admin. ( )		Date: 3/2/2017	
Address: 604 Hillbrath Drive		Construction ( )		ASAP (X)	
Lantana, FL 33462		Cust. Rel. ( )		Date Needed:	
		Distribution ( )		Confirm. ( )	
Phone (contact): Thom Lardiere		Water Qual. ( )		ASAP/Conf. ( )	
Phone: 561-588-1170		Pumping ( )		<b>BACKUP DOCS. SUBMITTED:</b>	
Fax: 561-585-5252		PWTreat. ( )		Quotes/Verbal ( )	
Vendor Number: 4397		Meter Serv. ( )		Quotes/Written (X)	
		Sewage ( )		Bid Docs. ( )	
<b>INITIATOR: Angela Prymas, P.E.</b>		Strmwtr. (X)		Sole Source Ltr. ( )	
<b>Stormwater Supervisor</b>				Insurance Requirements: (X)	
<b>APPROVED:</b>				<b>DELIVERY:</b>	
				E. Admin. 40 (X)	
				E. WTP 41 ( )	
				W. WTP 42 ( )	
				P/U 99 ( )	
				<b>Special Instructions:</b>	
				<b>Project Number:</b>	
				<b>STM 031</b>	

Quan.	Unit Price	Description & Part Number	Fund	Dept	Basic	Elem	Obj	Amount
1	\$69,025.00	Furnish and Install a six (6') ft diameter water quality structure connecting to approximately 125 ft. of 24" HDPE drainage outfall pipe conveying runoff to the intracoastal tidal canal and Install a Manatee Grate System.						\$69,025.00
		Total	403	5000	538	65	09	\$69,025.00

# *The City of Boynton Beach*

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*Utilities Department  
124 E. Woolbright Road  
Boynton Beach, Florida 33435  
Phone (561) 742-6400  
FAX: (561) 742-6298*

## **OFFICE OF THE DIRECTOR OF UTILITIES**

### **QUOTATIONS**

#### **ITEMS REQUESTED:**

Ocean Inlet Drive Drainage Improvement between the properties of 730 and 736 Ocean Inlet

Drive as part of outfall pipe runoff into the intracoastal tidal canal

<b>VENDOR #1:</b>	<u>Johnson-Davis Inc.</u>
<b>DATE:</b>	<u>2/21/2017</u>
<b>CONTACT PERSON:</b>	<u>Thom Lardiere</u>
<b>PHONE NUMBER:</b>	<u>561-588-1170</u>
<b>QUOTE:</b>	<u>\$69025.00</u>
<b>VENDOR#2:</b>	<u>B &amp; B Underground Construction, Inc.</u>
<b>DATE:</b>	<u>2/21/2017</u>
<b>CONTACT PERSON:</b>	<u>Stephen Decker</u>
<b>PHONE NUMBER:</b>	<u>561-249-0341</u>
<b>QUOTE:</b>	<u>\$69811.00</u>
<b>VENDOR #3:</b>	<u>Madsen/Barr Corp</u>
<b>DATE:</b>	<u>2/1/2017</u>
<b>CONTACT PERSON:</b>	<u>John Barr</u>
<b>PHONE NUMBER:</b>	<u>954-401-6758</u>
<b>QUOTE:</b>	<u>NO QUOTE</u>

**ATTACH THE ABOVE QUOTATIONS TO REQUISITION AND SEND TO  
PURCHASING DEPT.**

# ***The City of Boynton Beach***

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*PROCUREMENT SERVICES  
124 East Woolbright Road  
Boynton Beach, Florida 33435  
561-742-6400  
Fax: (561) 742-6899*

## **REQUEST FOR QUOTATION**

**RFQ #Q020-2821-17/TP**

**FOR**

### **OCEAN INLET DRIVE DRAINAGE IMPROVEMENT PROJECT**

***QUOTES MUST BE RECEIVED ON OR BEFORE: TUESDAY,  
FEBRUARY 21<sup>ST</sup>, no later than 2:00 P.M. (local time)***

The Quote number listed above must appear on all quotations and related correspondence. Responses will ONLY be received by the Utilities Department, Attention Taralyn Pratt, 124 East Woolbright Road, Boynton Beach, FL 33435 on or before Tuesday, February 21, 2017; responses may also be emailed to Taralyn Pratt, Contract Coordinator, (561) 742-6447 at [prattt@bbfl.us](mailto:prattt@bbfl.us), no later than 2:00 P.M. (local time).

The Utilities Administration Building office hours are 8:00 A.M. to 4:30 P.M. The City is not responsible for submittals received after the date and time stated.

Any questions relative to any item(s) or portion of this request should be directed to Angela Prymas, P.E. at (561) 742-6421, Monday through Friday, 8:00 A.M. to 4:30 P.M.

The purpose and intent of this "Request for Quotation" is to seek competitive quotes for a qualified Construction Contractor able to demonstrate specific experience in drainage systems installation described in the Scope of Work provided in this Request for Quote document.

**CITY OF BOYNTON BEACH**  
**REQUEST FOR QUOTE**  
**RFQ # Q020-2821-17/TP**  
**FOR**  
**OCEAN INLET DRIVE DRAINAGE IMPROVEMENT PROJECT**

**SCOPE OF WORK**

The City of Boynton Beach is seeking the services of a qualified Construction Contractor able to demonstrate specific experience in drainage systems installation.

The Scope of Work (SOW) includes furnishing and installation of a six (6') feet diameter water quality structure connecting to approximately 125 ft. of 24" HDPE drainage outfall pipe conveying runoff to the intracoastal tidal canal. Manatee grate enhance the system. The SOW also includes, but is not limited to all labor, materials, equipment, tools, construction equipment and machinery, transportation, temporary facilities, appurtenances and incidentals necessary for the proper execution and completion of the work and to return the site to the conditions it was found.

Alternate Bid: Furnish and install landscape and irrigation per drawing sheet 6 of 6.

**LOCATION OF THE WORK**

The Ocean Inlet Drive Drainage Improvement Project is located between the 730 and 736 Ocean Inlet Drive, Boynton Beach properties. Refer to Attachment B, Cover Sheet for the projects location.

**MANDATORY SITE INSPECITON**

A **MANDATORY** Site Inspection is scheduled for **Tuesday, February 7, 2017 at 9:30 A.M.** (local time). Report to Utilities Administration Building located at 124 E. Woolbright Road, Boynton Beach, FL 33435; the Utilities will provide an escort to the site. The Site Inspection form as provided herein must be signed by a representative from the Utilities Department and submitted with the Quote for the submittal to be considered complete and acceptable.

**SPECIFICATIONS**

The Ocean Inlet Drive Drainage Improvement Project shall be constructed in accordance to Attachment A, Technical Specifications and Attachment B, Plans.



**CONTRACT TIME**

The work shall be substantially completed within fifty (50) calendar days from the date of receiving a Purchase Order issued by the City that serves as a Notice to Proceed. The project shall achieve Final Completion within thirty (30) days from the date of Substantial Completion.

Johnson Davis Inc

CITY OF BOYNTON BEACH

REQUEST FOR QUOTE

For

OCEAN INLET DRIVE DRAINAGE IMPROVEMENT PROJECT

RFQ # Q020-2821-17/TP

The undersigned proposes and agrees, if this quote is accepted, to contract with the City of Boynton Beach, to furnish and provide all labor, materials, and equipment necessary to complete the work specified.

Contractor will have studies and understand the Plans and Specifications required and provided in this document to prepare a Quote; the City is not responsible for misinterpretations.

SCHEDULE OF PRICING

SECTION 1 - DRAINAGE IMPROVEMENTS			
Item 1	Furnish and install approximately 125 LF of 24 Inch Diameter Smooth Walled (Type S) HDEP, 6 FT Diameter Manhole including FDOT approved grate, and Manatee Grate per plans & specifications,	LS	\$ 58,000 <sup>00</sup>
SUB-TOTAL – SECTION 1		LS	\$ 58,000 <sup>00</sup>
SECTION 2 – GENERAL CONDITIONS			
Item 1	General Conditions: Mobilization/Demobilization, Bonds, Insurance, Maintenance of Traffic, Permits and General Requirements, Pre and Post Construction Video, and Construction Survey.	LS	\$ 9,000 <sup>00</sup>
Item 2	NPDES Compliance	LS	\$ 300 <sup>00</sup>
Item 3	Preparation and Maintenance of Record Drawings	LS	\$ 1,700 <sup>00</sup>
SUB-TOTAL – SECTION 2		LS	\$ 11,000 <sup>00</sup>
TOTAL BASE BID – SECTIONS 1 & 2		LS	\$ 69,000 <sup>00</sup>
	Indemnification		\$25.00

GRANT TOTAL (TOTAL BASE BID & INDEMNIFICATION)

\$

69,025<sup>00</sup>

(Spell out bid amount)

Sixty nine thousand and twenty five dollars & zero / 100

ALTERNATE BID			
Alt 1-1	Furnish and install landscape and irrigation per drawing sheet 6 of 6.	LS	\$ 18,000
Alt 1-2	General Conditions: Additional cost for Mobilization/Demobilization, Bonds and Insurance.	LS	\$ 2,600 <sup>00</sup>
TOTAL - ALTERNATE		LS	\$ 20,600

TOTAL ALTERNATE PRICE

\$ 20,600  
 Twenty thousand Six hundred dollars & zero / 00  
 (Spell out bid amount)

Johnson-Davis Inc

**REQUEST FOR QUOTE**  
**For**  
**OCEAN INLET DRIVE DRAINAGE IMPROVEMENTS PROJECT**  
**Q020-2821-17/TP**

The undersigned proposes and agrees, if this quote is accepted, to contract with the City of Boynton Beach, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, construction, labor and services necessary to complete/provide the work specified.

Johnson-Davis Inc

COMPANY NAME

2/21/17

DATE

Scott D. Johnson

REPRESENTATIVE

President

TITLE

  
SIGNATURE

561-588-1170

TELEPHONE NO.

561-585-5252

FAX NO.

Sjohnson@johnsondavis.com

EMAIL ADDRESS

BA-1

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER  
FOR QUOTE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

## BIDDER'S SITE INSPECTION CONFIRMATION

BID TITLE: Ocean Inlet Drive Drainage Improvements Project

QUOTE NUMBER: Q020-2821-17/TP

DATE: 2/7/17

THOM LARDIERE SENIOR ESTIMATOR as an authorized representative of:  
(Print Name and Title of Representative)

JOHNSON - DAVIS, INC. (hereinafter called the bidder) located at  
(Print Name of Company)

604 HILLBRATH DRIVE confirms that  
said

Company Address

Bidder has visited the site of the work and has carefully examined the plans and specifications for such project and checked them in detail before submitting his bid or proposal.

  
SIGNATURE OF COMPANY  
REPRESENTATIVE NAMED ABOVE

2/7/17  
DATE OF INSPECTION

Angele Puyman 2/7/17  
CITY'S REPRESENTATIVE  
SIGNATURE FOR MANDATORY ONLY



## CONFIRMATION OF DRUG-FREE WORKPLACE

### IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

  
Vendor's Signature

Scott Johnson  
Pres.  
2/2/17



# NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida

County of Palm Beach

Scott J. Johnson, being first duly sworn, deposes and says that:

1) He is President of Johnson-Pavis Inc.  
(Title) (Name of Corporation or Firm)

the bidder that has submitted the attached bid:

2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3) Such bid is genuine and is not a collusive or sham bid;

4) Further, such bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach (Local Public Agency) or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

(Title) President

Subscribed and sworn to before me

This 21<sup>st</sup> day of February, 2017

My commission expires August 15, 2020



NCA-1

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER FOR QUOTE TO BE CONSIDERED COMPLETE AND ACCEPTABLE






**City of Boynton Beach  
Risk Management Division  
INSURANCE ADVISORY FORM**

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. (NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.) The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: (NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)

<b>TYPE (Occurrence Based Only)</b>		<b>MINIMUM LIMITS REQUIRED</b>
General Liability	General Aggregate	\$ 1,000,000.00
	Commercial General Liability	Products-Comp/Op Agg.
	Owners & Contractor's Protective (OCP)	Personal & Adv. Injury
	Liquor Liability	Each Occurrence
	Professional Liability	Fire Damage (any one fire)
	Employees & Officers	Med. Expense (any one person)
	Pollution Liability	
	Asbestos Abatement	
	Lead Abatement	
	Broad Form Vendors	
	Premises Operations	
	Underground Explosion & Collapse	
	Products Completed Operations	
	Contractual	
	Independent Contractors	
	Broad Form Property Damage	
	Fire Legal Liability	
Automobile Liability	Combined Single Limit	\$ 300,000.00
	Any Auto	Bodily Injury (per person)
	All Owned Autos	Bodily Injury (per accident)
	Scheduled Autos	Property Damage
	Hired Autos	Trailer Interchange
	Non-Owned Autos	
Garage Liability	PIP Basic	
	Intermodal	
	Any Auto	Auto Only, Each Accident
	Garage Keepers Liability	Other Than Auto Only
Excess Liability	Umbrella Form	Each Accident
		Aggregate
Worker's Compensation		Statutory Limits
	Employer's Liability	Each Accident
		Disease, Policy Limit
		Disease Each Employee
Property	Homeowners Revocable Permit	\$ 300,000.00
	Builder's Risk	Limits based on Project
Cost		
Other - As Risk Identified		to be determined

  
INSURANCE ADVISORY FORM

**CITY OF BOYNTON BEACH**

**REQUEST FOR QUOTE**

**For**

**OCEAN INLET DRIVE DRAINAGE IMPROVEMENT PROJECT**

**RFQ # Q020-2821-17/TP**

The undersigned proposes and agrees, if this quote is accepted, to contract with the City of Boynton Beach, to furnish and provide all labor, materials, and equipment necessary to complete the work specified.

Contractor will have studies and understand the Plans and Specifications required and provided in this document to prepare a Quote; the City is not responsible for misinterpretations.

**SCHEDULE OF PRICING**

<b>SECTION 1 - DRAINAGE IMPROVEMENTS</b>			
Item 1	Furnish and install approximately 125 LF of 24 Inch Diameter Smooth Walled (Type S) HDEP, 6 FT Diameter Manhole including FDOT approved grate, and Manatee Grate per plans & specifications,	LS	\$ 62,486.00
<b>SUB-TOTAL – SECTION 1</b>		<b>LS</b>	<b>\$ 62,486.00</b>
<b>SECTION 2 – GENERAL CONDITIONS</b>			
Item 1	General Conditions: Mobilization/Demobilization, Bonds, Insurance, Maintenance of Traffic, Permits and General Requirements, Pre and Post Construction Video, and Construction Survey.	LS	\$ 6,000.00
Item 2	NPDES Compliance	LS	\$ 800.00
Item 3	Preparation and Maintenance of Record Drawings	LS	\$ 500.00
<b>SUB-TOTAL – SECTION 2</b>		<b>LS</b>	<b>\$ 7,300.00</b>
<b>TOTAL BASE BID – SECTIONS 1 &amp; 2</b>		<b>LS</b>	<b>\$ 69,786.00</b>
Indemnification			\$25.00

**GRANT TOTAL (TOTAL BASE BID & INDEMNIFICATION) \$ 69,811.00**

**SIXTY NINE THOUSAND EIGHT HUNDRED ELEVEN DOLLARS AND ZERO CENTS**  
(Spell out bid amount)

ALTERNATE BID			
Alt 1-1	Furnish and install landscape and irrigation per drawing sheet 6 of 6.	LS	\$ 18,960.00
Alt 1-2	General Conditions: Additional cost for Mobilization/Demobilization, Bonds and Insurance.	LS	\$ 2,018.00
TOTAL – ALTERNATE		LS	\$ 20,978.00

**TOTAL ALTERNATE PRICE**

**\$ 20,978.00**


**TWENTY THOUSAND NINE HUNDRED SEVENTY EIGHT DOLLARS AND ZERO CENTS**

(Spell out bid amount)

# REQUEST FOR QUOTE

## For

<b>B &amp; B UNDERGROUND CONSTRUCTION, INC.</b>	<b>2/7/2017</b>
<b>COMPANY NAME</b>	<b>DATE</b>

  
SIGNATURE

sdecker@bbuconst.com  
EMAIL ADDRESS

**THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER  
FOR QUOTE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

## BIDDER'S SITE INSPECTION CONFIRMATION

BID TITLE: **Ocean Inlet Drive Drainage Improvements Project**

QUOTE NUMBER: Q020-2821-17/TP

DATE: 2/7/17

John Adkins Project manager as an authorized representative of:  
(Print Name and Title of Representative)

B&B Underground Constructors, Inc. (hereinafter called the bidder) located at  
(Print Name of Company)

4050 West Gate Ave. Suite 110 WPO, FL 35409 confirms that  
said

Company Address

Bidder has visited the site of the work and has carefully examined the plans and specifications for such project and checked them in detail before submitting his bid or proposal.

[Signature]  
SIGNATURE OF COMPANY  
REPRESENTATIVE NAMED ABOVE

2/7/17  
DATE OF INSPECTION

[Signature] 2/7/17  
CITY'S REPRESENTATIVE  
SIGNATURE FOR MANDATORY ONLY



## CONFIRMATION OF DRUG-FREE WORKPLACE

### IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.**

  
Vendor's Signature

DFW - 1

**THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER  
FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE**



# **NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

State of FLORIDA )

County of PALM BEACH )

STEPHEN DECKER, being first duly sworn, deposes and says that:

- 1) He is PRESIDENT of B & B UNDERGROUND CONSTRUCTION, INC.  
(Title) (Name of Corporation or Firm)

the bidder that has submitted the attached bid:

- 2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- 3) Such bid is genuine and is not a collusive or sham bid;
- 4) Further, such bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF BOYNTON BEACH (Local Public Agency) or any person interested in the proposed Contract; and
- 5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

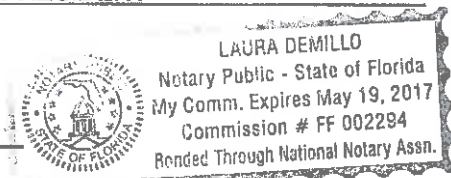
(Signed) 

(Title) PRESIDENT

Subscribed and sworn to before me

This 21 day of FEBRUARY, 2017

My commission expires 5/19/17



NCA-1

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER FOR  
QUOTE TO BE CONSIDERED COMPLETE AND ACCEPTABLE







# AIA Document A312™ – 2010

3317

## Performance Bond

Bond No. 016074181

### CONTRACTOR:

(Name, legal status and address)  
JOHNSON-DAVIS INCORPORATED  
604 Hillbrath Drive  
Lantana, FL 33462

### SURETY:

(Name, legal status and principal place of business)

LIBERTY MUTUAL INSURANCE  
COMPANY  
175 Berkeley Street  
Boston, MA 02116

### OWNER:

(Name, legal status and address)  
CITY OF BOYNTON BEACH  
100 East Boynton Beach Blvd., PO Box 310  
Boynton Beach, FL 33425-0310

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

### CONSTRUCTION CONTRACT

Date:

Amount: Sixty Nine Thousand Twenty Five and 00/100 Dollars  
(\$ 69,025.00)

### Description:

(Name and location)

Ocean Inlet Drive Drainage Improvement Project  
Located: PALM BEACH COUNTY, SEC 22 TWP 45S RGE 43E

### BOND

Date:

(Not earlier than Construction Contract Date)

Amount: Sixty Nine Thousand Twenty Five and 00/100 Dollars  
(\$ 69,025.00)

Modifications to this Bond: ☒ None ☐ See Section 16

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)  
JOHNSON-DAVIS INCORPORATED

Signature:

Name: ROBERT A. JOHNSON  
and Title: Vice President

(Any additional signatures appear on the last page of this Performance Bond.)

### SURETY

Company: (Corporate Seal)  
LIBERTY MUTUAL INSURANCE COMPANY

Signature:

Name: Maria Signorile, Attorney-in-Fact  
and Title:

(FOR INFORMATION ONLY -- Name, address and telephone)

### AGENT or BROKER:

Aon Risk Services South, Inc.  
3565 Piedmont Road, N.E., Bldg 1, Suite  
700  
Atlanta, GA 30305  
404-261-3400

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

**§ 9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 11** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

**§ 13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### **§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

**SURETY**

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_, Attorney-in-Fact

Address: \_\_\_\_\_



# AIA Document A312™ – 2010

## Payment Bond

Bond No. 016074181

### CONTRACTOR:

(Name, legal status and address)  
JOHNSON-DAVIS INCORPORATED  
604 Hillbrath Drive  
Lantana, FL 33462

### SURETY:

(Name, legal status and principal place of business)

LIBERTY MUTUAL INSURANCE  
COMPANY  
175 Berkeley Street  
Boston, MA 02116

### OWNER:

(Name, legal status and address)  
CITY OF BOYNTON BEACH  
100 East Boynton Beach Blvd., PO Box 310  
Boynton Beach, FL 33425-0310

### CONSTRUCTION CONTRACT

Date:

Amount: Sixty Nine Thousand Twenty Five and 00/100 Dollars  
(\$ 69,025.00)

Description:

(Name and location)

Ocean Inlet Drive Drainage Improvement Project  
Located: PALM BEACH COUNTY, SEC 22 TWP 45S RGE 43E

### BOND

Date:

(Not earlier than Construction Contract Date)

Amount: Sixty Nine Thousand Twenty Five and 00/100 Dollars  
(\$ 69,025.00)

Modifications to this Bond: ☒ None ☐ See Section 18

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)  
JOHNSON-DAVIS INCORPORATED

Signature:

Name: ROBERT A. JOHNSON  
and Title: VICE PRESIDENT

(Any additional signatures appear on the last page of this Payment Bond.)

### SURETY

Company: (Corporate Seal)  
LIBERTY MUTUAL INSURANCE COMPANY

Signature:

Name: Maria Signorile, Attorney-in-Fact  
and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

Aon Risk Services South, Inc.  
3565 Piedmont Road, N.E., Bldg 1, Suite  
700  
Atlanta, GA 30305  
404-261-3400

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

**§ 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 1.3) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**§ 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**§ 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**§ 5.1** Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 1.3).

**§ 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 1.3).

**§ 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**§ 7.2** Pay or arrange for payment of any undisputed amounts.

**§ 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**§ 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**§ 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### **§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum,

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

**SURETY**

Company

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title, Attorney-in-Fact: \_\_\_\_\_

Address: \_\_\_\_\_



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7541554

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, James F. Dunn; Maria Signorile; Wesley P. Williams

all of the city of Atlanta, state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of November, 2016.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 10th day of November, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

# 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. #: 170896  
DATE: 03/13/17


VENDOR 12766

TO: EMPIRE OFFICE  
2 OAKWOOD BLVD.  
SUITE 140  
HOLLYWOOD, FL 33020

SHIP TO:  
City of Boynton Beach  
100 E BOYNTON BEACH BLVD  
BOYNTON BEACH, FL 33425

REQUISITION NO. 68547	ORDERING DEPARTMENT: CITY MANAGER/SW	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	9.00 EA	JSI VISION LAMINATE 72X30 RIGHT SINGLE PED DESK QVL3072EDF - JSI VISION LAMINATE 72X30 RIGHT SINGLE PEDESTAL DESK, WITH OPTIONAL 10" MODESTY. Pull option: Sweep, Edge profile: Transitional, Color: Autumn Cherry JSI VENDOR ITEM NO. - QVL3072RDF	556.4200	5007.78
2	4.00 EA	JSI VISION LAMINATE 72X30 LEFT SINGLE PED DESK QVL3072LDF - JSI VISION LAMINATE 72X30 LEFT SINGLE PEDESTAL DESK, WITH OPTIONAL 10" MODESTY. Pull option: Sweep, Edge profile: Transitional, Color: Autumn Cherry JSI	556.4200	2225.68
3	9.00 EA	JSI VISION LAMINATE 42X24 LEFT SINGLE PED RETURN QVL2442EL- JSI VISION LAMINATE 42X24 LEFT SINGLE PEDESTAL RETURN, WITH OPTIONAL 10" MODESTY. Pull option: Sweep, Edge profile: Transitional, Color: Autumn Cherry JSI	355.5800	3200.22
4	4.00 EA	JSI VISION LAMINATE 42X24 RIGHT SINGLE PED RETURN QVL2442ER- JSI VISION LAMINATE 42X24 RIGHT SINGLE PEDESTAL RETURN WITH OPTIONAL 10" MODESTY. Pull option: Sweep, Edge profile: Transitional, Color: Autumn Cherry JSI	355.5800	1422.32

PROCUREMENT SERVICES:		P.O. TOTAL:
ACCOUNT NO. 001-2211-522.64-16	PROJECT	

PURCHASING

# 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. #: 170896  
DATE: 03/13/17


VENDOR 12766

TO: EMPIRE OFFICE  
2 OAKWOOD BLVD.  
SUITE 140  
HOLLYWOOD, FL 33020

SHIP TO:  
City of Boynton Beach  
100 E BOYNTON BEACH BLVD  
BOYNTON BEACH, FL 33425

REQUISITION NO. 68547	ORDERING DEPARTMENT: CITY MANAGER/SW	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
5	1.00	EA	JSI VISION LAMINATE 72X16 STORAGE HUTCH QVL1672SO - JSI VISION LAMINATE 72X16 STORAGE HUTCH Pull option: Sweep, Edge profile: Transitional, Color: Autumn Cherry JSI	493.0600	493.06
6	1.00	EA	JSI VISION LAMINATE 72X24 LEFT SINGLE PED CREDENZA QVL2472LC - JSI VISION LAMINATE 72X24 LEFT SINGLE PEDESTAL CREDENZA, WITH OPTIONAL 10" MODESTY. Pull option: Swweep, Edge profile: Transitional, Color: Autumn Cherry JSI	491.5200	491.52
7	1.00	EA	JSI VISION LAMINATE 48X24 BRIDGE SURFACE	182.4000	182.40
8	1.00	EA	JSI VISION LAMINATE PENCIL DRAWER AUTUMN CHERRY	109.0600	109.06
9	1.00	EA	JSI VISION LAMINATE 72X36 RIGHT SINGLE PED DESK QUL3672RDF- JSI VISION LAMINATE 72X36 RIGHT SINGLE PEDESTAL DESK, WITH FULL MODESTY. Pull option: Sweep, edge profile: Transitional, Color Autumn Cherry JSI	565.2500	565.25
10	14.00	EA	AMIA - CHAIR, UPHOLSTERED 4821410V- AMIA; CHAIR; UPHOLSTERED, HEIGHT/WIDTH/PIVOT/DEPTH/ ADJUSTABLE ARMS PLASTIC: 6205 BLACK UPHLSTRY: 5S93 BLUEPRINT	364.5800	5104.12

PROCUREMENT SERVICES:		P.O. TOTAL:
ACCOUNT NO. 001-2211-522.64-16	PROJECT	

PURCHASING

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. #: 170896  
DATE: 03/13/17

VENDOR 12766


TO: EMPIRE OFFICE  
2 OAKWOOD BLVD.  
SUITE 140  
HOLLYWOOD, FL 33020

SHIP TO:  
City of Boynton Beach  
100 E BOYNTON BEACH BLVD  
BOYNTON BEACH, FL 33425

REQUISITION NO. 68547	ORDERING DEPARTMENT: CITY MANAGER/SW		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
11	6.00	EA	PREFIX NON TACKABLE GLASS PANEL 50HX72W	276.4200	1658.52
12	6.00	EA	PREFIX PAN TOP CAP 72"W	20.8100	124.86
13	6.00	EA	WALL STARTER KIT FOR PANELS 50H	40.3900	242.34
14	6.00	EA	PREFIX PANEL END COVERS 50H	17.3400	104.04
15	1.00	EA	DELIVERY AND INSTALLATION FIVE STAR	3350.0000	3350.00

REMARKS:  
DESK AND FILES FOR COMMUNITY STDS.  
EMPIRE OFFICE SALES REP: NICK GRENNAN.  
QUOTE NO: 942165.  
UTILIZING STATE OF FLORIDA CONTRACT 425-001-12-1  
FOR FURNITURE, OFFICE AND FILES.  
CONTRACT EXPIRES MARCH 2, 2020.

PROCUREMENT SERVICES:		P.O. TOTAL:	24281.17
ACCOUNT NO. 001-2211-522.64-16	PROJECT		

PURCHASING

APPROVALS	Date	3/8/17
City Manager		
Finance Dept.	Date	3/8/17
Risk Manager	Date	
City Attorney	Date	

PURCHASE REQUISITION NBR: 0000068547

STATUS: INSUFFICIENT FUNDS  
REASON: COMMUNITY STANDARDS FURNITURE

DATE: 3/07/17

DELIVER BY DATE: 3/16/17

REQUISITION BY: CITY MANAGER/SW

SHIP TO LOCATION: CITY HALL

SUGGESTED VENDOR: 12766 EMPIRE OFFICE

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	JSI VISION LAMINATE 72X30 RIGHT SINGLE PED DESK QVL3072EDF - JSI VISION LAMINATE 72X30 RIGHT SINGLE PEDESTAL DESK, WITH OPTIONAL 10" MODESTY. Pull option:Sweep, Edge profile: Transitional, Color: Autumn Cherry JSI COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMM: FURNITURE	9.00	EA	556.4200	5007.78	QVL3072RDF
2	JSI VISION LAMINATE 72X30 LEFT SINGLE PED DESK QVL3072LDF - JSI VISION LAMINATE 72X30 LEFT SINGLE PEDESTAL DESK, WITH OPTIONAL 10" MODESTY. Pull option: Sweep, Edge profile: Transitional, Color: Autumn Cherry JSI COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMM: FURNITURE	4.00	EA	556.4200	2225.68	
3	JSI VISION LAMINATE 42X24 LEFT SINGLE PED RETURN QVL2442EL-JSI VISION LAMINATE 42X24 LEFT SINGLE PEDESTAL RETURN, WITH OPTIONAL 10" MODESTY. Pull option: Sweep, Edge profile: Transitional, Color: Autumn Cherry JSI COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMM: FURNITURE	9.00	EA	355.5800	3200.22	
4	JSI VISION LAMINATE 42X24 RIGHT SINGLE PED RETURN QVL2442ER- JSI VISION LAMINATE 42X24 RIGHT SINGLE PEDESTAL RETURN WITH OPTIONAL 10" MODESTY. Pull option: Sweep, Edge profile: Transitional, Color: Autumn Cherry JSI COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMM: FURNITURE	4.00	EA	355.5800	1422.32	
5	JSI VISION LAMINATE 72X16 STORAGE HUTCH QVL1672SO - JSI VISION LAMINATE 72X16 STORAGE HUTCH Pull option: Sweep, Edge profile: Transitional, Color: Autumn Cherry JSI COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMM: FURNITURE	1.00	EA	493.0600	493.06	
6	JSI VISION LAMINATE 72X24 LEFT SINGLE PED CREDENZA QVL2472LC - JSI VISION LAMINATE 72X24 LEFT SINGLE PEDESTAL CREDENZA, WITH OPTIONAL 10" MODESTY. Pull option: Sweep, Edge profile: Transitional, Color: Autumn Cherry JSI COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMM: FURNITURE	1.00	EA	491.5200	491.52	
7	JSI VISION LAMINATE48X24 BRIDGE SURFACE COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMM: FURNITURE	1.00	EA	182.4000	182.40	

AMOUNT  
5007.78



# CITY OF BOYNTON BEACH

## REQUEST FOR PURCHASE OVER \$10,000

Date: 7-Mar-17

Requesting Department: Community Standards Contact Person: Chief Joseph/Mark Woods

### Explanation for Purchase:

Space in West Wing of City Hall has been reconfigured and the staff of community standards is being relocated to west wing and is in need of new furniture.

Quote # 942165  
Nick Grennan

Recommended Vendor Empire Office

Dollar Amount of Purchase \$24,281.17

### Source for Purchase (check and attach backup materials):

Three Written Quotations

☐

GSA

☐

State Contract

☒

PRIDE/RESPECT

☐

SNAPS

☐

Sole Source

☐

Piggy-Back

☐

Budgeted Item

☐

Emergency Purchase

☐

Other

☐

Contract Number: ST of FL contract #425-001-12-1

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

### Fund Source for Purchase:

001-2211-522-64-16 St of FI Contract #425-001-12-1, expires 3/2/20

0

### Approvals:

Department Head

Date

Purchasing Agent

Date

3/21/17

Asst City Manager

Date

City Manager

Date

3/8/17



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Tampa, FL 33624  
Ph: (813) 418-3300  
Fx: (813) 418-3301

Hollywood Showroom  
2 Oakwood Boulevard, Suite 140  
Hollywood, FL 33020  
Ph: (954) 707-6200  
Fx: (954) 707-6222

Orlando Showroom  
110 Hillcrest Street  
Orlando, FL 32801  
Ph: (407) 628-2400  
Fx: (407) 672-3991

Accounting & Order Processing  
10 Bulst Road, Building 5  
Milford, PA 18337  
Ph: (212) 607-5500  
Fx: (347) 649-9153

Boca Raton Showroom  
951 Broken Sound Parkway, Suite 300  
Boca Raton, FL 33487  
Ph: (561) 826-6868

**Quotation - 942165**

**Quote Date - 03/06/17**

**Customer PO # -**

**Customer 214052**

**Terms - NET 30**

**Account Representative**

**NICK GRENNAN**

001-2211-522-  
64-16

**Quote ACCOUNTS PAYABLE**

**Presented To CITY OF BOYNTON BEACH**

100 EAST BOYNTON BEACH BLVRD.  
BOYNTON BEACH, FL 33425

**Customer ACCOUNTS PAYABLE**

**Ship To CITY OF BOYNTON BEACH**

100 EAST BOYNTON BEACH BLVRD.  
BOYNTON BEACH, FL 33425

Phone 1.561.742.6060

Phone 1.561.742.6060

## WEST WING NEW FURNITURE

Description	Quantity	Unit Price	Extended Price
1 <b>QVL3072RDF</b> - JSI VISION LAMINATE 72X30 RIGHT SINGLE PEDESTAL DESK, WITH OPTIONAL 10" MODESTY. Pull option:Sweep, Edge profile: Transitional, Color: Autumn Cherry JSI	9	1,449.00 556.42 61.60%	13,041.00
2 <b>QVL3072LDF</b> - JSI VISION LAMINATE 72X30 LEFT SINGLE PEDESTAL DESK, WITH OPTIONAL 10" MODESTY. Pull option:Sweep, Edge profile: Transitional, Color: Autumn Cherry JSI	4	1,449.00 556.42 61.60%	5,796.00
3 <b>QVL2442EL</b> - JSI VISION LAMINATE 42X24 LEFT SINGLE PEDESTAL RETURN, WITH OPTIONAL 10" MODESTY. Pull option:Sweep, Edge profile: Transitional, Color: Autumn Cherry JSI	9	926.00 355.58 61.60%	8,334.00
4 <b>QVL2442ER</b> - JSI VISION LAMINATE 42X24 RIGHT SINGLE PEDESTAL RETURN, WITH OPTIONAL 10" MODESTY. Pull option:Sweep, Edge profile: Transitional, Color: Autumn Cherry JSI	4	926.00 355.58 61.60%	3,704.00
5 <b>QVL1672SO</b> - JSI VISION LAMINATE 72X16 STORAGE HUTCH Pull option:Sweep, Edge profile: Transitional, Color: Autumn Cherry JSI	1	1,284.00 493.06 61.60%	1,284.00
6 <b>QVL2472LC</b> - JSI VISION LAMINATE 72X24 LEFT SINGLE PEDESTAL CREDENZA, WITH OPTIONAL 10" MODESTY. Pull option:Sweep, Edge profile: Transitional, Color: Autumn Cherry JSI	1	1,280.00 491.52 61.60%	1,280.00
7 <b>QVL2448EB</b> - JSI VISION LAMINATE 48X24 BRIDGE SURFACE, WITH OPTIONAL 10" MODESTY. Pull option:Sweep, Edge profile: Transitional, Color: Autumn Cherry JSI	1	475.00 182.40 61.60%	475.00

Prices will be held for 30 days but are subject to increase by manufacturer. Please be advised that this quote may not include applicable sales and use tax.

Quote authorized by:

Peter Gaslow - President  
Empire Office, Inc.

ACCEPTED BY:

TITLE:

DATE:

# empire office

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Fax: (813) 418-3301

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Hollywood, FL 33020  
Ph: (954) 707-6200  
Fax: (954) 707-6222

Orlando Showroom  
110 Hillcrest Street  
Orlando, FL 32801  
Ph: (407) 628-2400  
Fax: (407) 872-3991

Accounting & Order Processing  
10 Buist Road, Building 5  
Millford, PA 18337  
Ph: (212) 607-5500  
Fax: (347) 649-9153

Boca Raton Showroom  
951 Broken Sound Parkway, Suite 300  
Boca Raton, FL 33487  
Ph: (561) 826-6868

Quotation - 942165

Page 2 / 4 (cont'd)

Description	Quantity	Unit Price	Extended Price
8 <b>QVL1825CD</b> - JSI VISION LAMINATE PENCIL DRAWER Color: Autumn Cherry JSI	1	284.00 109.06 61.60%	284.00
9 <b>QVL3672RDF</b> - JSI VISION LAMINATE 72X36 RIGHT SINGLE PEDESTAL DESK, WITH FULL MODESTY. Pull option: Sweep, Edge profile: Transitional, Color: Autumn Cherry JSI	1	1,472.00 565.25 61.60%	1,472.00
10 <b>4821410V</b> - Amia; Chair, Upholstered, Height / width / pivot / depth adjustable arms <b>PLASTIC: 6205 BLACK</b> <b>UPHILSTRY: 5S93 BLUEPRINT</b> <b>STEELCASE</b>	14	889.00 364.58 58.99%	12,446.00
11 <b>M-PFXB-5072FGP</b> - Prefix Non-Tackable Glass Panel 50H x 72W No TC Fab Opts: \$(A): Grd A Fab .REF: Fab: Reflections 24: Fab: Stainless -Dir Pnt Grd Opts: \$(CORE): CoreClr Opts .MP7B: Loft Glass Opts: .C: Clear MAXON FURN	6	1,355.00 276.42 79.60%	8,130.00
12 <b>M-PFXTG72</b> - Prefix Panel Top Cap 72"W Pnt Grd Opts: \$(CORE): CoreClr Opts .MP7B: Loft MAXON FURN	6	102.00 20.81 79.60%	612.00
13 <b>M-PFXC-50W</b> - Wall Starter Kit for Panels 50H Pnt Grd Opts: \$(CORE): CoreClr Opts .MP7B: Loft MAXON FURN	6	198.00 40.39 79.60%	1,188.00
14 <b>M-PFXC-50E</b> - Prefix Panel End Covers 50H Pnt Grd Opts: \$(CORE): CoreClr Opts	6	85.00 17.34 79.60%	510.00

Prices will be held for 30 days but are subject to increase by manufacturer. Please be advised that this quote may not include applicable sales and use tax.

Quote authorized by:

  
Peter Gaslow - President  
Empire Office, Inc.

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

# empire office

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Tampa, FL 33624  
Ph: (813) 418-3300  
Fax: (813) 418-3301

Hollywood Showroom  
2 Oakwood Boulevard, Suite 140  
Hollywood, FL 33020  
Ph: (954) 707-6200  
Fax: (954) 707-6222  
  
Orlando Showroom  
110 Hillcrest Street  
Orlando, FL 32801  
Ph: (407) 628-2400  
Fax: (407) 672-3991

Accounting & Order Processing  
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Ph: (212) 607-5500  
Fax: (347) 649-9153

Boca Raton Showroom  
951 Broken Sound Parkway, Suite 300  
Boca Raton, FL 33487  
Ph: (561) 826-6868

Quotation - 942165

Page 3 / 4 (cont'd)

Description	Quantity	Unit Price	Extended Price
14 .MP7B: Loft MAXON FURN			
16 D&I - DELIVERY AND INSTALLATION FIVE STAR	1	0.00 3,350.00 0.00%	0.00
Quotation Totals			
Sub Total			58,556.00
Less 58.53%			-34,274.83
Grand Total			24,281.17

End of Quotation

Prices will be held for 30 days but are subject to increase by manufacturer. Please be advised that this quote may not include applicable sales and use tax.

Quote authorized by:

  
Peter Gaslow - President  
Empire Office, Inc.

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

PURCHASE REQUISITION NER: 0000068547

REQUISITION BY: CITY MANAGER/SW

STATUS: INSUFFICIENT FUNDS

DATE: 3/07/17

REASON: COMMUNITY STANDARDS FURNITURE

SHIP TO LOCATION: CITY HALL

SUGGESTED VENDOR: 12766 EMPIRE OFFICE

DELIVER BY DATE: 3/16/17

LINE NER	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
-------------	-------------	----------	-----	--------------	----------------	--------------------

1	JSI VISION LAMINATE 72X30 RIGHT SINGLE PED DESK QVL3072EDF - JSI VISION LAMINATE 72X30 RIGHT SINGLE PEDESTAL DESK, WITH OPTIONAL 10" MODESTY. Pull option: Sweep, Edge profile: Transitional, Color: Autumn Cherry JSI COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMMOD: FURNITURE	9.00	EA	1449.0000 <i>556.42</i>	13041.00	QVL3072RDF
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2	JSI VISION LAMINATE 72X30 LEFT SINGLE PED DESK QVL3072LDF - JSI VISION LAMINATE 72X30 LEFT SINGLE PEDESTAL DESK, WITH OPTIONAL 10" MODESTY. Pull option: Sweep, Edge profile: Transitional, Color: Autumn Cherry JSI COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMMOD: FURNITURE	4.00	EA	1449.0000 <i>556.42</i>	5796.00	
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3	JSI VISION LAMINATE 42X24 LEFT SINGLE PED RETURN QVL2442EL-JSI VISION LAMINATE 42X24 LEFT SINGLE PEDESTAL RETURN, WITH OPTIONAL 10" MODESTY. Pull option: Sweep, Edge profile: Transitional, Color: Autumn Cherry JSI COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMMOD: FURNITURE	9.00	EA	926.0000 <i>355.58</i>	8334.00	
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4	JSI VISION LAMINATE 42X24 RIGHT SINGLE PED RETURN QVL2442ER- JSI VISION LAMINATE 42X24 RIGHT SINGLE PEDESTAL RETURN WITH OPTIONAL 10" MODESTY. Pull option: Sweep, Edge profile: Transitional, Color: Autumn Cherry JSI COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMMOD: FURNITURE	4.00	EA	926.0000 <i>355.58</i>	3704.00	
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5	JSI VISION LAMINATE 72X16 STORAGE HUTCH QVL1672S0 - JSI VISION LAMINATE 72X16 STORAGE HUTCH Pull option: Sweep, Edge profile: Transitional, Color: Autumn Cherry JSI COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMMOD: FURNITURE	1.00	EA	1284.0000 <i>493.06</i>	1284.00	
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6	JSI VISION LAMINATE 72X24 LEFT SINGLE PED CREDENZA QVL2472LC - JSI VISION LAMINATE 72X24 LEFT SINGLE PEDESTAL CREDENZA, WITH OPTIONAL 10" MODESTY. Pull option: Sweep, Edge profile: Transitional, Color: Autumn Cherry JSI COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMMOD: FURNITURE	1.00	EA	1284.0000 <i>491.52</i>	1280.00	
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7	JSI VISION LAMINATE 48X24 BRIDGE SURFACE COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMMOD: FURNITURE	1.00	EA	475.0000 <i>182.40</i>	475.00	
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PURCHASE REQUISITION NBR: 0000068547

STATUS: INSUFFICIENT FUNDS  
REASON: COMMUNITY STANDARDS FURNITURE

DATE: 3/07/17

REQUISITION BY: CITY MANAGER/SW

DELIVER BY DATE: 3/16/17

SUGGESTED VENDOR: 12766 EMPIRE OFFICE

SHIP TO LOCATION: CITY HALL

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
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8	JSI VISION LAMINATE PENCIL DRAWER AUTUMN CHERRY COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMM: FURNITURE	1.00	EA	284.0000 <i>109.00</i>	284.00	
9	JSI VISION LAMINATE 72X36 RIGHT SINGLE PED DESK QUL3672RDF- JSI VISION LAMINATE 72X36 RIGHT SINGLE PEDESTAL DESK, WITH FULL MODESTY. Pull option: Sweep, edge profile: Transitional, Color Autumn Cherry JSI COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMM: FURNITURE	1.00	EA	1472.0000 <i>565.25</i>	1472.00	
10	AMIA - CHAIR, UPHOLSTERED 4821410V- AMIA;CHAIR; UPHOLSTERED, HEIGHT/WIDTH/PIVOT/DEPTH/ ADJUSTABLE ARMS PLASTIC: 6205 BLACK UPHLSTRY: 5S93 BLUEPRINT COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMM: FURNITURE	14.00	EA	889.0000 <i>364.58</i>	12446.00	
11	PREFIX NON TACKABLE GLASS PANEL 50HX72W COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMM: FURNITURE	6.00	EA	1355.0000 <i>276.42</i>	8130.00	
12	PREFIX PAN TOP CAP 72"W COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMM: FURNITURE	6.00	EA	102.0000 <i>20.81</i>	612.00	
13	WALL STARTER KIT FOR PANELS 50H COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMM: FURNITURE	6.00	EA	198.0000 <i>40.39</i>	1188.00	
14	PREFIX PANEL END COVERS 50H COMMODITY: SALE SURPLUS/OBSOLETE SUBCOMM: FURNITURE	6.00	EA	85.0000 <i>67.34</i>	510.00	
15	DELIVERY AND INSTALLATION FIVE STAR COMMODITY: FLOOR COVERING, INSTALLED SUBCOMM: INSTALLATION SUPPLIES	1.00	EA	3350.0000 <i>3350.00</i>	3350.00	
REQUISITION TOTAL:					61906.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00122115226416	MACHINERY AND EQUIPMENT FURNITURE & FIXTURES	100.00	13041.00

PURCHASE REQUISITION NBR: 0000068547

STATUS: INSUFFICIENT FUNDS  
REASON: COMMUNITY STANDARDS FURNITURE

DATE: 3/07/17

DELIVER BY DATE: 3/16/17

REQUISITION BY: CITY MANAGER/SW

SHIP TO LOCATION: CITY HALL

SUGGESTED VENDOR: 12766 EMPIRE OFFICE

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

LINE #	ACCOUNT	PROJECT	%	AMOUNT
2	00122115226416	MACHINERY AND EQUIPMENT FURNITURE & FIXTURES	100.00	5796.00
3	00122115226416	MACHINERY AND EQUIPMENT FURNITURE & FIXTURES	100.00	8334.00
4	00122115226416	MACHINERY AND EQUIPMENT FURNITURE & FIXTURES	100.00	3704.00
5	00122115226416	MACHINERY AND EQUIPMENT FURNITURE & FIXTURES	100.00	1284.00
6	00122115226416	MACHINERY AND EQUIPMENT FURNITURE & FIXTURES	100.00	1280.00
7	00122115226416	MACHINERY AND EQUIPMENT FURNITURE & FIXTURES	100.00	475.00
8	00122115226416	MACHINERY AND EQUIPMENT FURNITURE & FIXTURES	100.00	284.00
9	00122115226416	MACHINERY AND EQUIPMENT FURNITURE & FIXTURES	100.00	1472.00
10	00122115226416	MACHINERY AND EQUIPMENT FURNITURE & FIXTURES	100.00	12446.00
11	00122115226416	MACHINERY AND EQUIPMENT FURNITURE & FIXTURES	100.00	8130.00
12	00122115226416	MACHINERY AND EQUIPMENT FURNITURE & FIXTURES	100.00	612.00
13	00122115226416	MACHINERY AND EQUIPMENT FURNITURE & FIXTURES	100.00	1188.00
14	00122115226416	MACHINERY AND EQUIPMENT FURNITURE & FIXTURES	100.00	510.00
15	00122115226416	MACHINERY AND EQUIPMENT FURNITURE & FIXTURES	100.00	3350.00
				61906.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

# empire office

Empire Office, Inc. - Est. 1955  
www.empireoffice.com

Introducing our Move Division!  
Contact us today for your relocation needs:  
moveservices@empireoffice.com

Corporate Headquarters  
105 Madison Avenue, 15th Floor  
New York, NY 10016  
Ph: (212) 607-5500  
Fx: (212) 607-5650

Tampa Showroom  
5112 West Linebaugh Avenue  
Tampa, FL 33624  
Ph: (813) 418-3300  
Fx: (813) 418-3301

Hollywood Showroom  
2 Oakwood Boulevard, Suite 140  
Hollywood, FL 33020  
Ph: (954) 707-6200  
Fx: (954) 707-6222

Orlando Showroom  
110 Hillcrest Street  
Orlando, FL 32801  
Ph: (407) 628-2400  
Fx: (407) 872-3991

Accounting & Order Processing  
10 Buist Road, Building 5  
Millford, PA 18337  
Ph: (212) 607-5500  
Fx: (347) 649-9153

Boca Raton Showroom  
951 Broken Sound Parkway, Suite 300  
Boca Raton, FL 33487  
Ph: (561) 826-6868

Quotation - 942165

Page 4 / 4 (cont'd)

## Empire Office Standard Terms & Conditions of Sale (Other Terms & Condition may apply under separate cover)

1. These Terms & Conditions are superseded by any contradictory terms and conditions included in a contract between Empire Office, Inc. ("Empire") and the client in effect at the time of purchase. In such a case, these Terms & Conditions require no signature.
2. **Payment and Terms:** Extended Payment Terms, including but not limited to, net 30 day payment terms, are subject to approval by Empire's Credit Department. In the absence of such approval, all charges are due prior to delivery (less any advance deposit otherwise required and paid). Subject to Empire's Credit Department approval of the customer's credit application, all of Empire's invoices are due, net 30 days from the date of delivery or installation. A service charge of 2% per month will be assessed on past due invoices. If Empire is not permitted to deliver the furniture when it is received from manufacturer(s), the client will be invoiced for the full amount at the time Empire attempts delivery. Payment of 90% of the full invoice is acceptable until delivery or installation is completed. Title to the merchandise passes to the Buyer only when the full purchase price and all other charges under this agreement have been paid in full. In the event of any default in payment, Seller retains the right to repossess all of the merchandise 90 days after the due date of the invoice.
3. **Deposits:** A deposit is required with the order on all orders. The amount of the deposit is determined by the Empire Credit Department after review of the customer's credit application.
4. **Tax:** Empire will include sales tax on the invoice unless the client provides a sales tax exemption certificate.
5. **Customer Order:** Empire will process customer orders after receipt of an executed copy of these Terms and Conditions, a client-signed valid quote or a client-signed valid purchase order, and completion of any Credit Department requirements for deposit or payment. Except for credit and payment terms, these Terms and Conditions will continue to apply to all subsequent orders, unless otherwise agreed in writing. Empire may modify credit and/or payment terms from time to time as necessary. Empire will communicate such changes, if any, to the client in writing prior to the execution of any orders to which the terms would apply.
6. **Changes and Cancellations:** Upon acceptance, orders can not be changed or cancelled without Empire's written consent. The costs of approved changes and/or cancellations are the responsibility of the client.
7. **Returns:** Merchandise is not returnable unless it has been authorized by the Manufacturer with the client bearing all costs including freight, pickup, delivery, restocking plus 15% of the purchase price for Empire's overhead.
8. **Delivery and Installation:** Empire is responsible for delivery and installation during normal working hours 8:00 AM and 4:00 PM, Monday through Friday, unless otherwise noted on the purchase agreement. Except as mentioned above, the client is also responsible for overtime premium for work performed outside normal hours. The client is also responsible for required prevailing wage or union labor and related benefits in excess of Empire's normal rates. It is the responsibility of client to be present at time of installation/delivery, to acknowledge receipts and condition of furniture. Client's failure to sign for receipt may result in a redelivery or an additional trip by Empire, at an additional cost to Buyer. Any loss or damage of furniture stored at the client's location is the client's responsibility, regardless of the cause.
9. **Condition of job site:** The job site must be clean and free of all other trades and construction debris prior to installation, with sufficient electrical current, heat, elevator service and a secure staging area available during the course of the installation. The client is responsible for the scheduling of all elevators, elevator operators, security, hoisting, loading docks, power and any other building services needed. Failure to provide a job site in the proper condition may result in installation delays and/or additional charges, at Empire's sole discretion.
10. **Partial Deliveries** can be made at the Client's request for an additional charge. Unplanned partial deliveries may result in a premium, overtime charge.
11. **Storage:** Merchandise can be held without a cost for up to 30 days at Empire's warehouse. Any merchandise held beyond 30 days due to client's inability to receive the delivery will incur a storage fee of 2% of the Selling Price per month. Any product owned by the Buyer that is brought to and held by Empire Office for more than 30 days will incur a storage fee of \$1.35 per square foot of space occupied billed to the client on a monthly basis.
12. **Warranties, Maintenance & Repair:** If the client is dissatisfied at the time of installation/delivery, it should be noted on the Punch List. Damaged merchandise will be modified to the client's satisfaction, or will be replaced. Buyer may delay payment of up to 10% of the invoice, without penalty, until all Punch List items are corrected. However, it is expressly understood that the remaining 90% of the invoice is due and payable, under the credit terms extended by seller, regardless of the presence or extent of Punch List items. All claims for breach of warranty, expressed or implied shall be made solely upon the manufacturer, it being agreed that Empire is not be responsible for any such item. Empire will provide the necessary service at no charge to correct defects it caused or which are covered by the manufacturer's warranty (the terms of which vary by manufacturers). Non-warranty repairs and maintenance will be performed at our standard pricing. Buyer will be notified in advance if there will be a charge for a service.
13. In the event the client fails to pay all outstanding balances within payment terms the client is responsible for all legal fees.
14. **Use of materials and name:** Empire may list the project and client in the published lists of its clients and projects. Empire may also use copies of images and videos of the project and related content for its portfolio purposes in connection with its prospective clients.
15. **Design:** Buyer acknowledges that in the event the order includes design services, Buyer is allowed up to three design changes. Any subsequent changes caused by Buyer may result in additional charges at the market rate for design services.

These Terms and Conditions have been reviewed and accepted by:

Signature

Company

Date

Print Name

Print Title

Prices will be held for 30 days but are subject to increase by manufacturer. Please be advised that this quote may not include applicable sales and use tax.

Quote authorized by:

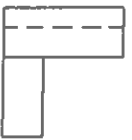
  
Peter Gaslow - President  
Empire Office, Inc.

ACCEPTED BY:

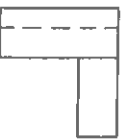
TITLE:

DATE:

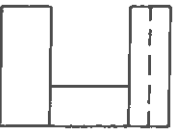
QUOTE NEEDED FOR THESE ITEMS



10 work stations with hutches and pencil drawers on return side of work station, also include short modesty panel on hutch side of desk



4 work station with hutch and pencil drawer on return side of work station



1 executive work station with hutch and a pencil drawer on return side of work station



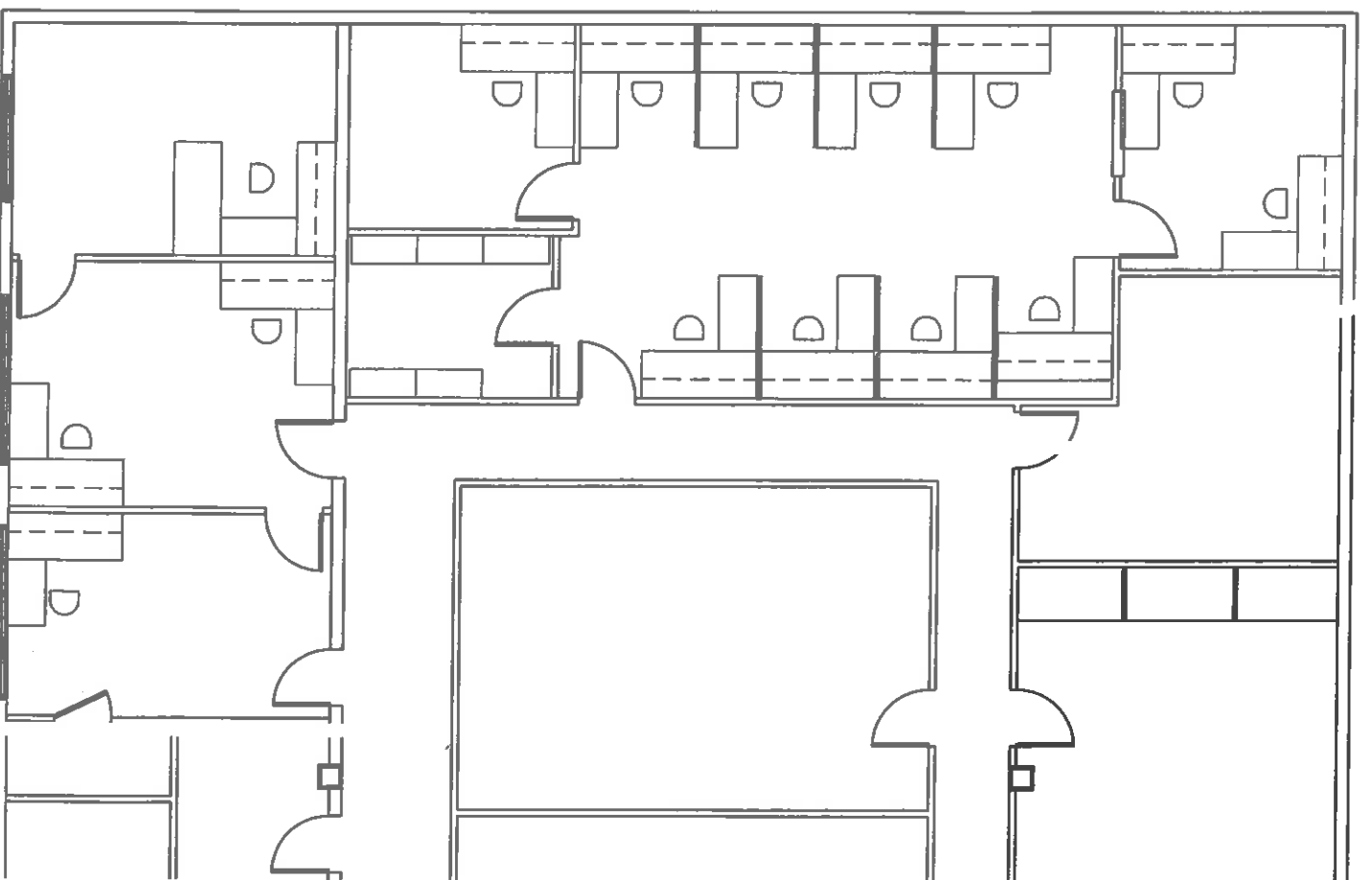
7 partition walls 65" height with glass panels



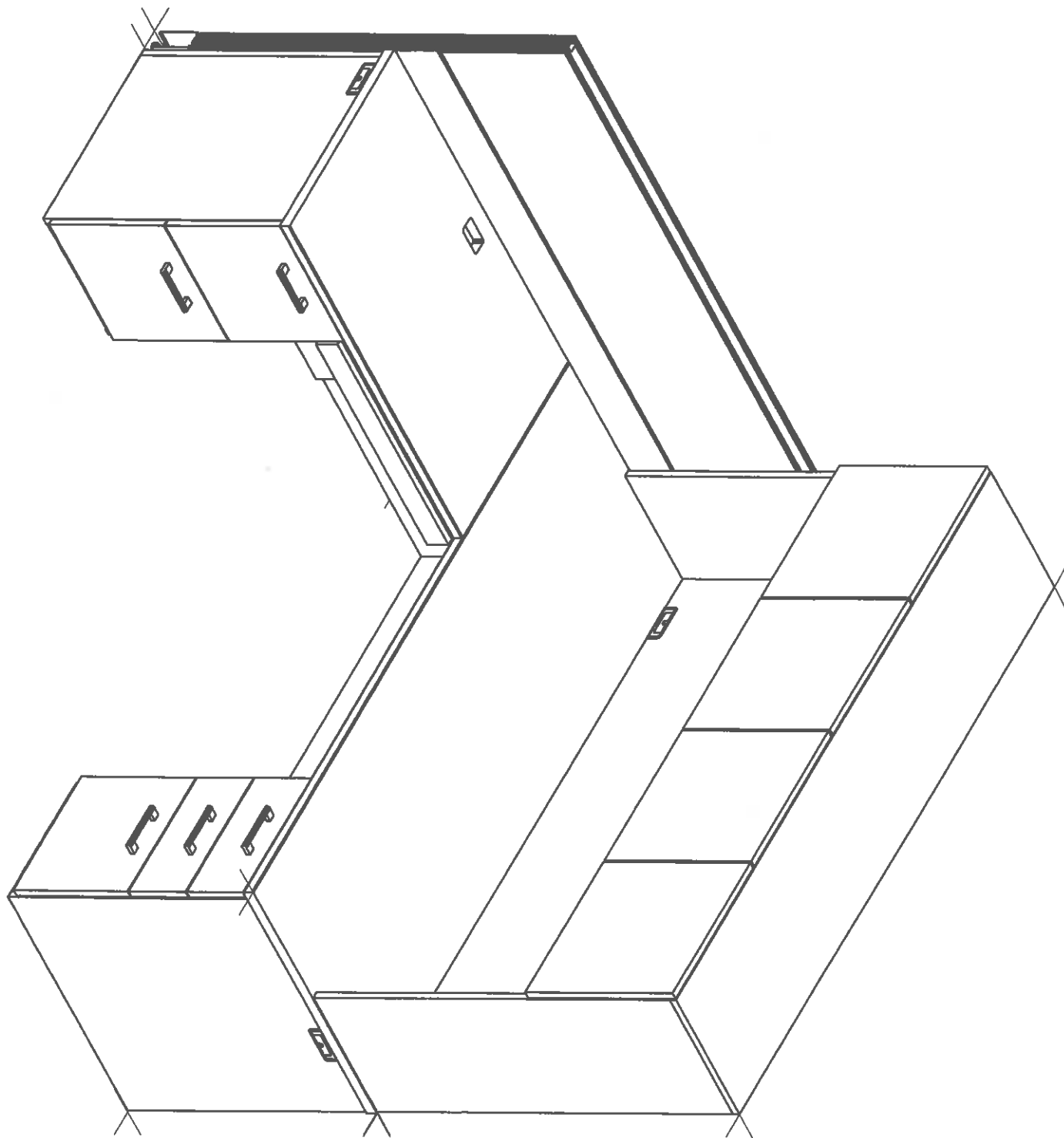
15 chairs with arms



5 lateral files 5 drawer, 18"x24"x65-1/2"







## Howard, Tim

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**From:** Nicholas Grennan <[ngrennan@empireoffice.com](mailto:ngrennan@empireoffice.com)>  
**Sent:** Tuesday, March 07, 2017 9:42 AM  
**To:** Howard, Tim  
**Subject:** RE: Community Standards Furniture

Here is the JSI Contract #

Contract # 425-001-12-1

**Nicholas Grennan**  
Empire Office Inc.  
T: 954-707-6199 | C: 954-789-4781

ID Lic. No. IB26001451

**From:** Howard, Tim [<mailto:HowardT@bbfl.us>]  
**Sent:** Tuesday, March 7, 2017 8:20 AM  
**To:** Nicholas Grennan <[ngrennan@empireoffice.com](mailto:ngrennan@empireoffice.com)>  
**Subject:** FW: Community Standards Furniture

Nick, good morning, as you may know Julie Alibrandi has retired from the City as of last Friday. Gail has forwarded me the latest quote for the furniture which we appreciate you putting together.

I have a question, can you tell me which State of Florida contract this pricing is from? So I can process the requisition.  
Thanks  
Tim



Tim Howard  
Assistant City Manager  
Administrative Services  
City of Boynton Beach  
100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435

☎ 561-742-6012

✉ [HowardT@bbfl.us](mailto:HowardT@bbfl.us) | 🌐 <http://www.boynton-beach.org/>



America's Gateway to the Gulfstream





Florida Department of Management Services > Business Operations > State Purchasing > Vendor Information > State Contracts and Agreements > State Term Contracts > Furniture: Office and Files

<< Return

## Furniture: Office and Files

### Pricing

### Contractors

### How to Use this Contract

### Frequently Asked Questions

### Complete Contract - Microsoft Word

### Complete Contract - PDF

### Amendments and Memorandums

### Return to State Contracts and Agreements

## Furniture: Office and Files 425-001-12-1

<b>Effective Period</b>	03/02/2012 through 03/01/2020
<b>Contract Type</b>	State Term Contract
<b>Contract Information</b>	<a href="#">Pricing Contractors</a> <a href="#">How to Use this Contract</a> <a href="#">Frequently Asked Questions</a>
<b>Contract Documents</b>	Microsoft Word ( 1.03 MB) <a href="#">PDF ( 1.63 MB)</a> Amendments and Memorandums
<b>Contract Administration</b>	Corina Chiorescu 850-487-9847 <a href="mailto:corina.chiorescu@dms.myflorida.com">corina.chiorescu@dms.myflorida.com</a>
<b>Commodity Codes</b>	425-650, 425-100, 425-110, 425-120, 425-140, 425-510, 425-060, 425-050, 425-770, 425-070, 425-240, 425-300, 425-020, 425-030, 425-040, 425-090, 425-190, 425-200, 425-630, 425-660, 425-210, 425-220, 425-230, 425-550, 425-900, UNSPSC-43211613, UNSPSC-44111519, UNSPSC-44111800, UNSPSC-46171500, UNSPSC-56101500, UNSPSC-561010501, UNSPSC-56101503, UNSPSC-56101504, UNSPSC-56101507, UNSPSC-56101510, UNSPSC-56101520, UNSPSC-56101530, UNSPSC-56101700, UNSPSC-56101702, UNSPSC-56101707, UNSPSC-56101715, UNSPSC-56111501, UNSPSC-56111600, UNSPSC-56121005, UNSPSC-56121800

### Description

This state term contract includes for the purchase of office and conference/public area furniture, including lateral and vertical steel files, dispatch/911 furniture, conference or training tables, mail processing furniture, conference or training chairs, map files, storage and presentation accessories, reception desks, single and multiple seating units, sofas and loveseats (public areas), and occasional tables. Fireproof files, art work and decorative lamps and accessories are not part of this contract.

### Benefits

- Discounts of 45 to 78 percent off of list price (MSRP) for each contractor, with average discount of 62 percent
- Additional discounts are negotiable for large quantity orders and one time delivery of large single orders
- 90-day delivery time (some Quick Ship)
- Delivery can be based on GSA terms
- Statewide coverage
- 59 Manufacturers with over 1,500 approved servicing dealers. Certified minority vendors available.
- Toll-free access to customer service representatives
- Wide product selection with over 100,000 items on contract. Custom options available.
- Dedicated contractor website with prices, discounts, dealers, and LEED green products/environmental information
- 5-year warranty coverage or manufacturer's warranty whichever is greater. Fabric and pneumatic cylinders shall be warranted for minimum of 1 year.
- Online reporting capabilities (e.g., order tracking, usage reports)
- Priority allocation for supply constrained items
- Includes following value added services: installation, product removal, end-of-life recycling, design services, space planning, reconfiguration, consulting services, inventory management services, technical services

### Document reader download link

 [MS Word Viewer](#)  [Adobe PDF Reader](#)

12/7/2016



**Florida State**  
**Contract # 425-001-12-1**  
**Office Furniture & Files**

**CONTRACT EXPIRATION**  
March 1, 2020

**APPLICABLE PRICE LIST**  
2015 Community Price Lists

**DISCOUNT**  
59.4% off of list

**ORDER ADDRESS**  
Community  
c/o Dealer of Record  
225 Clay Street  
Jasper, Indiana 47546

**SHIPPING TERMS**  
FOB Destination, standard dock delivery

**DELIVERY TERMS**  
90 days ARO

**PAYMENT TERMS**  
1% 15, Net 30 days

**WARRANTY**  
15 years

**CONTACT**  
(800) 622 5661 to reach your customer service representative

*Part of the Jasper Group family of brands, Community is furniture for public spaces.*

**The Community brand manufactures furniture that works where we live for how we live.**

*From elementary schools to colleges, from the doctor's office to the hospital and from courtyards to town halls, we provide solutions for the changing demands of our daily lives. Community's offering of furniture is broad. It's diverse. And it meets just about every need where you gather, dine and learn - no matter the industry or space requirement.*



communityfurniture.com 812.482.3264 225 Clay Street  
800.622.5661 812.482.1548 Jasper, Indiana 47546



## Authorized Dealers

### State of Florida Contract 425-001-12-1 Office Furniture and Files

#### South District

3dp Interiors, Inc.	Ft Myers, FL	
Apricot Office Furniture	Ft Lauderdale, FL	Minority
Borrough's Mfg Corp	Cape Coral, FL	Minority
Business Interiors by Staples	Pembroke Park, FL	
CBI of South Florida, Inc.	Ft Lauderdale, FL	
Carolina Business Interiors	Miami, FL	
Commercial Business Interiors LLC	Boca Raton, FL	
Corporate Design Choice	Miami, FL	
Corporate Express	Miami, FL	
Corporate Express	Pembroke Park, FL	
Corporate Express	Ft Myers, FL	
Creative Office Solutions & More, Inc.	Miami, FL	
Empire Office, Inc.	Miramar, FL	
Empire Office, Inc.	Hollywood, FL	
Everglades Trading & Office Supply	Belle Glade, FL	
Huston's Commercial Interiors	Stuart, FL	
J C White	Miramar, FL	
Library Interiors of Florida	Boca Raton, FL	
Office Bargain Center	Pompano Beach, FL	
Office Elements, Inc.	Pompano Beach, FL	Minority
Office Furniture & Design	Ft Myers, FL	
Office Furniture Warehouse	Pompano Beach, FL	
Office Products & Service	Ft Pierce, FL	
Pradere Manufacturing	Hialeah, FL	
R George & Associates	Boca Raton, FL	
Synergy Creative Group, LLC	Miami Beach, FL	
Today's Business Product	Boca Raton, FL	
Tylander's Office Solutions	Ft Pierce, FL	
Tylander's Office Solutions	West Palm Beach, FL	
Workplace Resource of FL	Ft Myers, FL	
Workplace Resource	Weston, FL	
Workscapes, Inc.	Miami, FL	
Your Office, Inc.	Tamarac, FL	



Products

About Maxon

Design Tools

Service & Support

Government

- Contract Information
- Ordering Information
- Authorized Dealers
- Contract Representatives

## State of Florida Contract

Contract for the STATE OF FLORIDA  
 Contract Name: Office Furniture & Files  
 Contract Number: 425-001-12-1  
 Effective: 3/2/2012 through 3/2/2020

### 2016 Maxon Furniture Inc. Pricebook

Products covered:

- Systems Furniture:  
 Open Office Systems Furniture, Desking Systems, Communications Ctr Workstations, Stacking Open Office Systems, Floor to Ceiling Partitions, Computer Stations
- Seating:  
 Executive Seating
- Casegoods:  
 Metal Office Furniture, Computer Desks
- Storage:  
 Shelving/Personal Storage
- Technology/ Risk Management:  
 Dispatch/911, Keyboard Supports, CAD Workstations, Adjustable Height Work Surfaces, Ergonomic Accessories
- Conference/ Training/ Public Area:  
 Training Tables, Laminate Conference Tables, Computer Training Tables, Multi-Purpose Tables, Reception Desks

---

## Ordering Information

[Maxon Environmental Statement](#)

[Ordering Instructions](#)

[Florida State Contract Credit Card Order Form](#)

[Maxon Government Services Checklist](#)

### Office Furniture and Files

1. Orders to be mailed to:  
 Maxon Furniture Inc.  
 3000 N. Highway 61  
 Attn: Customer Service  
 Muscatine, IA 52761  
 Orders can be faxed to: 1-800-257-2635
2. Payment Mailed to:  
 Maxon Furniture Inc.  
 13371 Collections Center Drive  
 Chicago, IL 60693

**Orders will be shipped within 20 working days under standard lead-times, or 10 working days under quick-ship terms. Payment terms are 1% 20, Net 30 Days. Bld does include both state and local governments. Vendor does accept credit card purchases.**

[BACK TO TOP](#)

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## Authorized Dealer Listing

Please contact a contract representative below for discounts and any questions you may have.

**Business Interiors, Inc.**  
 6 Eleventh Avenue, Suite D  
 Shallmar, FL 32579  
 p. 850-651-1632  
 f. 850.651.1676  
 Ryan Price  
 Email: [rprice@businteriors.com](mailto:rprice@businteriors.com)  
 Fed ID# 63-0943005

**Florida Furniture Inc.**  
 6351 Angus Road  
 Lake Worth, FL 33467  
 p. 561.965.0031  
 f. 561.965.1789  
 Contact: Jlm Dalton  
 Email: [furnsol@bellsouth.net](mailto:furnsol@bellsouth.net)  
 Fed ID# 65-0857416

**Office Depot-Boca Raton**  
 6600 N. Military Trail  
 Boca Raton, FL 33496  
 P: 561-568-6664  
 F: 561-438-9823  
 Cindy Moeller  
 Email:  
[cindy.moeller@officedepot.com](mailto:cindy.moeller@officedepot.com)  
 Fed ID#: 59-2663954

**Business Interiors, Inc.**

**Holmes & Brakel International,**

30 East Cedar Street, Suite F-1  
Pensacola, FL 32502  
p. 850-266-9266  
f. 850-469-1981  
Teresa Dos Santos  
Email:  
[tdossantos@businteriors.com](mailto:tdossantos@businteriors.com)  
Fed ID# 63-0943005

**Compass Office Solutions, LLC**  
3320 Enterprise Way,  
Miramar, FL 33025  
p: 954-430-4590  
f: 954-430-4591  
Bill White  
Email: [whitebill@compass-office.com](mailto:whitebill@compass-office.com)  
Spurs #: F 204013098-001  
Fed ID#: 20-4013098

**Corporate Interiors d/b/a The CI Group**  
902 Clint Moore Road, Suite 114  
Baton Rouge, FL 33487  
p: 954-354-1711  
f: 954-354-1710  
Julie Carr  
Email: [julie.carr@the-cigroup.com](mailto:julie.carr@the-cigroup.com)  
Fed ID#: 26-3411087

**Empire Office**  
3201 Commerce Parkway  
Miramar, FL 33025-3908  
p. 954.438.5371  
c. 954.616.9819  
Jay Binkowski  
Email:  
[jbinkowski@empireoffice.com](mailto:jbinkowski@empireoffice.com)  
SPURS#:13-1945763

**Executive Office Furniture, Inc.**  
1401 S. Monroe St.  
Tallahassee, FL 32301  
p. 850.224.9476  
f. 850.224.8768  
Bobby Jett  
Email: [bobby@eofinc.com](mailto:bobby@eofinc.com)  
SPURS#:F-591291629

**Florida Business Interiors Inc.**  
940 Williston Park Point  
Lake Mary, FL 32746  
p. 407.805.9911  
f. 407.805.9977  
Contact Person: Lyndell Patrick  
Email: [lpattick@4fbi.com](mailto:lpattick@4fbi.com)  
Vendor Tax ID Number  
State 69-8012030280-3  
Fed ID# 59-3151825

**Inc.**  
3901 Coconut Palm Drive  
Tampa, FL 33619  
p. 813.229.6869, ext. 29  
f. 813.229.2699  
Contact: Terry Shields  
Fed ID# 59-3477771

**Holmes & Brakel Business Interiors**  
8933 Western Way, Suite #2  
Jacksonville, FL 32256  
p. 904.538.9883  
f. 904.538.0578  
Contact: David Proehl  
Email: [dproehl@homesbrakel.com](mailto:dproehl@homesbrakel.com)  
SPURS #59-3477771-001

**L & J Corporate Services**  
866 NW 110th Avenue  
Coral Springs, FL 33071  
p. 954.796-1916  
c. 954.554.3530  
David Frankel  
Email: [Davidf946@aol.com](mailto:Davidf946@aol.com)  
Fed ID# 27-0113938

**Lietz Office Products**  
P.O. Box 35158  
Panama City, FL 32412  
p. 800-338-7418  
f. A 850-271-0076  
Contact: LaJoyce Leitz  
Email:  
[lleitz@lietzofficeproducts.com](mailto:lleitz@lietzofficeproducts.com)  
Fed ID# 59-3078387

**Office Concepts (MWBE)**  
118A NW 8th Avenue  
Gainesville, FL 32601  
p. 352.372.9500  
f. 352.337.1177  
Bill Southerland  
Email: [officeconcepts@att.net](mailto:officeconcepts@att.net)  
Fed ID# 59-3486761

**Office Creations**  
100 West Bay Street  
Jacksonville, FL 32302  
p. 904-728-9980  
f. 678-714-7475  
Contact: Casey Moore  
Email: [casey@officecreations.net](mailto:casey@officecreations.net)  
Fed ID# 58-2642595

**Office Furniture Depot**  
2440 U.S. Highway 98, N  
Lakeland, FL 33805  
p. 863.682.3450  
f. 863.683.8591  
Contact: Joanne Boles  
Email:  
[j.boles@officefurnituredepot.com](mailto:j.boles@officefurnituredepot.com)  
Fed ID# 59-3419128

**Office Max Inc. d/b/a Office Max Workplace Interiors**  
4949 Tampa West Boulevard  
Tampa, FL 33634  
p. 407.454.0133  
Sonia Johnson  
Email:  
[Soniajohnson@omworkspace.com](mailto:Soniajohnson@omworkspace.com)  
Fed ID# 82-0100960

**Office Max Inc. d/b/a Office Max Workplace Interiors**  
10004 Premier Parkway  
Miramar, FL 33025  
p. 407.454.0133  
Sonia Johnson  
Email:  
[Soniajohnson@omworkspace.com](mailto:Soniajohnson@omworkspace.com)  
Fed ID# 82-0100960

**Total Office Solutions-GSA, Inc.**  
4301 Emerson Street  
Jacksonville, FL 32207  
p: 877-353-4020  
f.: 904-353-9661  
John Prather  
Email: [jprather@tosgsa.com](mailto:jprather@tosgsa.com)  
Fed ID#: 26-3633113

[BACK TO TOP](#)

## Contract Representatives

**Tobin Wolverton**  
**OED Marketing**  
2030 Powers Ferry Road  
Suite # 230  
Atlanta, GA 30339  
Local Phone: 813-609-2633  
Fax: 770-984-8918

District covered:  
**Central**

**Jon Gordon**  
**OED Marketing**

**Jimmy Harrison**  
**OED Marketing**  
2030 Powers Ferry Road  
Suite # 230  
Atlanta, GA 30339  
Local Phone: 205-567-8084  
Fax: 770-984-8918

District Covered:  
**Panhandle**

**Ben Creasman**  
**OED Marketing**





## Florida State Furniture Contract-425-001-12-1

Florida State Contract Number: 425-001-12-1 (MUST BE ON ALL P.O.'s)  
Expiration Date March 2, 2020

Orders Issued To: Maxon Furniture Inc.  
or Dealer of Record  
2210 Second Avenue  
Muscatine, IA 52761  
Phone: 800-876-4274  
Fax: 800-257-2635

Remit Payment To: Maxon Furniture Inc.  
13371 Collections Center Drive  
Chicago, IL 60693

Tax ID #: 42-1295118

Payment Terms: 1%, 20, net 30 days from date of invoice

F.O.B.: Destination

Freight: Prepaid for orders \$8,000.00 list and above, all others \$120

Design: \$65 Per Hour

Installation: \$55 Hr. Standard, \$65 Hr. Non-Standard (See page 2 for definitions). The Maxon Government Services Checklist is required to be submitted with all orders.

Pricebook: January 2015

Discounts:	Normal Lead Time	Quickship	
List Value Of Order	30 ARO Disc.	15 ARO Disc.	
0-\$30,000	79.6%	\$0-30,000	78.5%
\$30,001-\$80,000	81.1%	\$30,001-\$95,000	80.0%
\$80,001-\$235,000	81.8%		
\$235,001-\$450,000	82.7%		
\$450,001-\$650,000	84.0%		
\$650,001>	85.2%		

Dealer Commissions: 10% Net Product Price + Design/Install

Comments:

Orders may be issued from the state end user to the dealer; dealer will issue a purchase order to Maxon using the same discounts as above. A copy of the purchase order from the end user to the dealer must be included with the order from the dealer to Maxon. For purchase orders issued directly to Maxon, Servicing Dealer will receive 50% of the servicing dealer fee (commission) and installation fees at invoice and the remaining 50%, after Maxon receives payment from the state agency/end user. Invoices will reflect a separate line item deducting the 10% servicing dealer fee from the invoice when the purchase order is issued to Maxon from the servicing dealer.

(Maxon use only) ORAHEAD Field: FL425-001-12-1

V3.2016

Position to Win.



#### Standard vs. Non-Standard Rate Guidelines

Standard installation services will be performed on a project by project basis by a servicing dealer not to exceed the standard hourly rate. Non-standard installation services will be performed on a project by project basis by a servicing dealer not to exceed the non-standard hourly rate. Any non-standard conditions below will deem the entire project as non-standard and based on the non-standard hourly rate listed above. The minimum order for installation shall be \$165.00. Rates will be calculated on whole hours for installations above the minimum installation order amount (\$165.00); 0-30 minutes will be rounded to the previous whole hour and 31-60 minutes will be rounded to the following whole hour.

#### *Standard installation services shall include the following:*

Monday through Friday 8:00 A.M. to 4:00 P.M. local time; ground floor of the facility, for other than ground floors a working elevator that will accommodate all products must be available free of charge; loading dock must be available and able to accommodate vehicles up to a 53' tractor/trailer when applicable; within a 50 mile radius of the servicing dealer; area will be free of all other trade personnel; adequate facilities for delivery, unloading, moving and staging/storing the product during the installation process shall be provided; installation area shall be free from debris before installation commences.

#### *Non-Standard installation services shall include the following:*

Overtime (more than 8 daily working hours), nights, weekends or holidays; on any non-ground floor or requiring product to be stair carried; outside trades for install completion (i.e. electricians); in a clinical or medical environment; subject to unique restrictions or limits established by local laws, statutes and/or ordinances, including, but not limited to, restrictions on transportation of materials and/or access to job site/dock facilities; payment of prevailing wage and/or union labor rates; acquisition of permits; delays greater than one hour outside the control of the contractor due to security requirements and/or otherwise impeded or delayed by outside agents or conditions; delays due to construction completion or facility access; changes outside the awarded scope of work directed by an authority authorized to make changes to the awarded contract.

All quotes will be required to identify the standard or non-standard rate; non-standard quotes will require a brief description of justification for the non-standard rate. Upon award and submission to Maxon Furniture for processing a copy of the original agency quote is required for all service rates (in whole hours only) itemized services rates are required either on the purchase order or servicing dealer quote in the following (or similar) formatted examples:

- Standard Installation-5 installers @ \$55 per hour for 10 hours-\$2,750.00
- Non-Standard Installation-2 installers @ \$65 per hour for 5 hours-\$650.00 with a brief justification for the non-standard rate quoted
- Design-10 hours @ \$65 per hour-\$650.00
- Reconfiguration-5 installers @ \$65 per hour for 5 hours-\$1,625.00

Position to Win.

**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. #: 170897  
DATE: 03/14/17

VENDOR 11883

TO: NDI RECOGNITION SYSTEMS  
105 EAST STATE RD 434  
WINTER SPRINGS, FL 32708

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

REQUISITION NO. 68488	ORDERING DEPARTMENT: POLICE	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO: COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00 EA	SINGLE (1) MOBILE ALPR CAMERA SOLUTION VENDOR ITEM NO. - MOB CAMS	9500.0000	9500.00
2	1.00 EA	INSTALLATION OF LPR EQUIPMENT INTO/ VENDOR ITEM NO. - VISCE SERVER	1800.0000	1800.00
3	1.00 EA	BACK PANEL FOR ELECTRICAL RELAY VENDOR ITEM NO. - RETROFIT	995.0000	995.00

REMARKS:

\*\*\*\*\*EXISTING VENDOR-PLEASE MAIL QUOTE WITH PO\*\*\*\*\*

PROCUREMENT SERVICES:	<i>John 03/11/17</i>	P.O. TOTAL: 12295.00
ACCOUNT NO. 001-2110-521.64-15	PROJECT	

PURCHASING

PURCHASE REQUISITION NBR: 0000068488

REQUISITION BY: POLICE  
SHIP TO LOCATION: POLICE

STATUS: DEPT APPROVAL  
REASON: LICENSE PLATE READER 4 USE IN CRA  
SUGGESTED VENDOR: 11883 NDI RECOGNITION SYSTEMS

DATE: 3/01/17  
DELIVER BY DATE: 3/01/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	SINGLE (1) MOBILE ALPR CAMERA SOLUTION/ COMMODITY: PHOTOGRAPHIC EQUIPMENT SUBCOMMOD: CAMERA: STILL	1.00	EA	9500.0000	9500.00	MOB CAMS
2	INSTALLATION OF LPR EQUIPMENT INTO/ COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: INSTALLATION NOT CLASSIFI	1.00	EA	1800.0000	1800.00	VISC SERVER
3	BACK PANEL FOR ELECTRICAL RELAY COMMODITY: PHOTOGRAPHIC EQUIPMENT SUBCOMMOD: CAMERA: STILL	1.00	EA	995.0000	995.00	RETROFIT
REQUISITION TOTAL:					12295.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	00121105216415	MACHINERY AND EQUIPMENT	9500.00
2	00121105216415	COMPUTER EQUIPMENT	1800.00
3	00121105216415	COMPUTER EQUIPMENT	995.00
			12295.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

1. INCLUDES 1 V220EX ALPR CAMERA, TGX-P PROCESSOR, MOBILE VERIPLATE ALPR SOFTWARE AS WELL AS INSTALLATION INTO SPEED TRAILER. INCLUDES MOUNTING BRACKET FOR MOUNTING ONTO SPEED TRAILER.
2. ONTO EXISTING SPEED TRAILER
3. BREAKER, WIRING, CAMERA MOUNTS, LILLIPUT VIDEO MONITOR AND TGX-P MOUNTING, AND 2 ADDITIONAL DRY CELL BATTERIES FOR EXTENDED LIFE.

\*\*\*EXITING VENDOR - PLS. MAIL QUOTE WITH PO\*\*\*

*MP*  
Neighborhood  
Office  
Police  
CRP  
Reimbursed

APPROVALS

City Manager *[Signature]* Date 3/13/17  
Finance Dept *[Signature]* Date 3/13/17  
Risk Manager *[Signature]* Date 3-17-17



# CITY OF BOYNTON BEACH

## REQUEST FOR PURCHASE OVER \$10,000

Date: 3/1/2017

Requesting Department: POLICE

Contact Person: MATTHEW ZELLER

**Explanation for Purchase:**

LICENSE PLATE READER FOR USE IN CRA

*CRA Reimburse for  
Neighborhood Police ILA*

Recommended Vendor NDI RECOGNITION SYSTEMS

Dollar Amount of Purchase

**Source for Purchase (check and attach backup materials):**

Three Written Quotations

☐

GSA

☐

State Contract

☐

PRIDE/RESPECT

☐

SNAPS

☐

Sole Source

☒

Piggy-Back

☐

Budgeted Item

☐

Emergency Purchase

☐

Other

☐

Contract Number: \_\_\_\_\_

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

**Fund Source for Purchase:**

001-2110-521-64-15

**Approvals:**

Department Head [Signature]

Date 3/1/17

Purchasing Agent [Signature]

Date 3/13/17

Asst City Manager [Signature]

Date \_\_\_\_\_

City Manager [Signature]

Date 3/13/17

**NDI Recognition Systems**  
105 E. State Road 434  
Winter Springs, Florida 32750  
Toll Free: 866-458-0426

**Boynton Beach Police Department**  
**Speed Trailer Retrofit Quote**  
Attn: Asst. Chief Vanessa Snow  
Email [snowv@bbfl.us](mailto:snowv@bbfl.us)  
Phone: 561-742-6116

**Date: February 9, 2017 (Valid 90 days)**

**Questions:** Call Adam S. Black, CPP, SE US Regional Manager@ 954-605-6869 or email [a.black@ndi-rs.net](mailto:a.black@ndi-rs.net)

**\*PLEASE NOTE-SYSTEM RETROFIT WILL REQUIRE A MODEM/AIRCARD FOR COMMUNICATION, WHICH WILL BE PROVIDED THROUGH BOYNTON BEACH PD.**

V220EX Bundle Mobile Cam	Mob Cams	Single (1) Mobile ALPR Camera Solution: Includes 1 V220EX ALPR Camera, TGX-P Processor, Mobile VeriPlate ALPR Software as well as installation into Speed Trailer. Includes mounting bracket for mounting onto Speed Trailer.	\$9,500.00	1	\$9,500.00
VISCE	VISCE Server	To be connected to existing BBPD VISCE Server	N/C	1	N/C
INSTALL	Installation	Installation of LPR equipment into/onto existing Speed Trailer	\$1,800.00	1	\$1,800.00
RETROFIT PARTS	Parts for Retrofit	Back Panel for electrical relay, breaker, wiring, camera mounts, Lilliput Video Monitor and TGX-P Mounting, and 2 additional dry cell batteries for extended life	\$995.00	1	\$995.00
SHIPPING	SHIPPING	Shipping and/or Freight to Agency	Included	1	Included
T&L	Travel	Travel & Living Costs associated w/Installation, Configuration and Training	Included	1	Included
Warranty	1 <sup>st</sup> Year	1 <sup>st</sup> Year Manufacturer Warranty Included at "No-Charge"	Included	1	Included
GOLD Support	Renewed Annually	Upgraded Annual Support Agreement; GOLD Premium Level Support including: "Renewed Annually" "On-Site Fix or Replace Hardware and Software"	16% of Capital Investment	1	In Year 2 \$1,679.20
Total NDI ALPR Project Investment:					\$12,295.00

2110-64-15

### **Lead Time**

Lead-time from receipt of order to installation is typically 4 to 6 weeks unless otherwise agreed upon.

### **Payment Terms**

NDI will invoice for the hardware / software when shipped from NDI's offices in Winter Springs, Florida and all warranty will commence on that date, regardless of installation date, in-service date or go-live date. All payments are due on receipt of invoice. Installation fees will be invoiced and are due as incurred. All Prices are in U.S. Dollars. Fees and prices are exclusive of tariffs, duties or taxes imposed or levied by a government or governmental agency.

### **Annual Renewable Software & Hardware "Gold Level" Maintenance / "On-site" Support Agreement**

Provided that the Agency / Client maintain a "Gold Level" active annual support agreement all software and hardware, including travel related expenses, will be covered by on-site repair and/or replacement. Should an Agency / Client elect to NOT maintain an active support agreement, NDI will charge a daily rate of \$1,250.00 for on-site support, and Agency / Client is also responsible for any parts as may be required. An Agency outside of an active support agreement may also mail in parts pursuant to the annual support agreement for repair in lieu of the on-site charges. In Fixed / Static installations the Agency / Client is continually responsible for ensuring that a properly established and maintained electrical connection and internet connection is available.

# TGX-P

## ANPR / ALPR PROCESSOR

**Serious about ANPR/ALPR. Serious about Service.**



### TGX-P

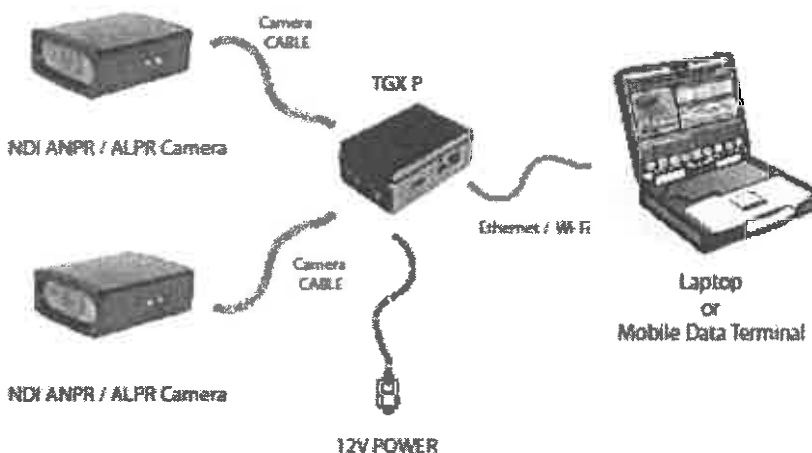
TGX-P is a miniature ANPR/ALPR Processor specially designed to interface with Number/License plate recognition cameras from NDI Recognition Systems. With a Quad Core Intel processor with 4GB Memory, TGX-P runs Windows Embedded Standard 7 operating system and ArtEye ALPR engine. TGX-P connects to a Laptop, MDT or a remote server via Ethernet or Wi-Fi.

TGX-P supports up to 2 ANPR/ALPR Cameras, with integrated camera interface providing seamless integration with NDI cameras without the need for additional cables. Each camera interface consists of 2 video feeds (IR and Color), RS232 communication link and power to the camera.

Intelligent power management unit in the TGX-P monitors the ignition sense, battery voltage, temperature and manages graceful startup/shutdown procedures to preserve data integrity and prevent excessive battery drainage.

### Key Features:

- » Compact Size for easy deployment in patrol vehicle
- » Intel Quad Core Processor
- » Two ANPR/ALPR camera connections
- » Gigabit Ethernet interface to MDT/ Laptop
- » 1x USB 3.0 and 1x USB 2.0 ports for optional hardware, such as a GPS
- » Integrated Microprocessor controlled power management unit
- » Convenient 12V Power
- » TGX-4 (mini video interface)



**NDI Recognition Systems**  
NDI House, Barony Court  
Nantwich, Cheshire, CW5 5RD  
Tel: 0844 381 4171 Fax: 0127 062 5285  
Web: [www.ndi-rs.com](http://www.ndi-rs.com) Email: [sales@ndi-rs.com](mailto:sales@ndi-rs.com)



**NDI Recognition Systems**  
105 E. State Road 434  
Winter Springs, FL 32708  
Tel: 866-458-0426 Fax: 321-441-1801  
Web: [www.ndi-rs.com](http://www.ndi-rs.com) Email: [sales@ndi-rs.net](mailto:sales@ndi-rs.net)



# V-220 EX

## Mobile ANPR / ALPR Camera

**Serious about ANPR. Serious about Service.**



### Key Features:

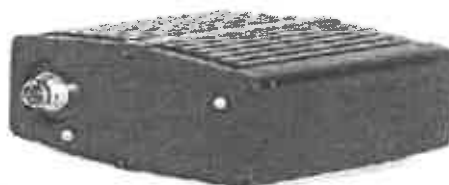
- » Compact size and low profile
- » Weatherproof to IP68
- » 10X optical zoom
- » 2x variable zoom camera modules
- » Infrared image capture for ANPR
- » Color contextual overview image capture
- » Infrared wavelength options for worldwide use
- » 5' to 45' range
- » Configuration GUI
- » Multiple pre-sets
- » Nitrogen flushed

Engineered for mobile ANPR / ALPR applications, the V-220 EX delivers large functionality in a small package. With its compact form and low profile, the V-220 EX is easily mounted on the light bar or trunk of a patrol vehicle or installed elsewhere for covert applications.

Available in several configurations for universal application, the standard V-220 EX setup includes a dual-lens (infrared and color), 10x optical zoom camera coupled with infrared illumination available in a wide range of wavelengths to suit local plate designs and reflectivity. Synchronizing the camera shutter to the high-power infrared flash allows the V-220 EX to capture plates at up to 45' (13.7 m), depending on wavelength. This also contributes to the V-220 EX's outstanding performance on older, oxidized plates that may require more illumination. A band-pass filter mitigates excess illumination from sun glare and/or headlights.

The optical zoom feature allows the V-220 EX to be adapted for specific operational requirements (i.e. parking lot patrol, vehicle checkpoints, or high-speed roadway applications). This also allows the V-220 EX to accurately identify and interpret different sizes of license plates from around the world.

The V-220 EX interfaces to the VP-400 Mobile ANPR / ALPR Processor, SC-IV Processor, or the TGX Series of frame-grabbers. Proven around the world, the V-220 EX is in a class all its own!



### NDI Recognition Systems

NDI House, Barony Court

Nantwich, Cheshire, CW5 5RD

Tel: 0844 381 4171 Fax: 0127 062 5285

Web: [www.ndi-rs.com](http://www.ndi-rs.com) Email: [sales@ndi-rs.com](mailto:sales@ndi-rs.com)



### NDI Recognition Systems

105 E. State Road 434

Winter Springs, FL 32708

Tel: 866-458-0426 Fax: 321-441-1801

Web: [www.ndi-rs.com](http://www.ndi-rs.com) Email: [sales@ndi-rs.net](mailto:sales@ndi-rs.net)

## NDI's FLORIDA CUSTOMERS

- Altamonte Springs Police Department
- Aventura Mall (APD)
- Aventura Police Department
- Brevard County Sheriff's Office
- Boynton Beach Police Department
- Cape Coral Police Department
- Charlotte County Sheriff's Office
- City of Eagle Lake (Polk County S/O)
- City of New Smyrna Beach
- City of Dundee (Polk County S/O)
- City of Frostproof (Polk County S/O)
- Coral Gables Police Department
- Daytona Beach Police Department
- Delray Beach Police Department
- Desoto County Sheriff's Office
- Eatonville Police Department
- Fernandina Beach Police Department
- Flagler County Sheriff's Office
- Florida Highway Patrol
- Florida State University Police Department
- Fort Meade Police (Polk County S/O)
- Haines City Police Department
- Hardee County Sheriff's Office
- Highlands County Sheriff's Office
- Hillsboro Beach Police Department
- Jupiter Island Police Department
- Lake Alfred Police Department
- Lantana Police Department
- Lauderdale by the Sea (Broward County S/O)
- Lighthouse Point Police Department
- Longwood Police Department
- Manalapan Police Department
- Martin County Sheriff's Office
- Miami Police Department
- Melberry Police Department (Polk County S/O)
- Monroe County Sheriff's Office
- New Smyrna Beach Police Department
- North Miami Beach Police Department
- Orange City Police Department
- Orlando Police Department
- Orlando-Orange County Expressway Authority (FHP)
- Osceola County Sheriff's Office
- Palm Beach International Airport (PBSO)
- Palm Beach County School District
- Palm Beach County Sheriff's Office
- Palm Beach Shores Police Department
- Pinecrest Police Department
- Polk County County Sheriff's Office
- Port Canaveral
- Port Orange Police Department
- Riviera Beach Police Department
- Sanford Police Department
- Sarasota County Sheriff's Office
- Sarasota Police Department
- Seminole County Sheriff's Office
- Seminole County Justice Center (SCSO)
- South Daytona Police Department
- University of Florida Police Department
- Venice Police Department
- Village of North Palm Beach Police Department
- Village of Tequesta Police Department
- Vintage at Lighthouse Point
- Volusia County Sheriff's Office
- West Melbourne Police Department
- Winter Haven Police Department (Polk County S/O)
- Winter Park Police Department
- Winter Springs Police Department

• mobile • static • road warrior



Rev. 7 - February - 2017

NDI Recognition Systems

June 30, 2016

Assistant Chief Vanessa Snow  
Boynton Beach Police Dept.  
100 E. Boynton Beach Blvd.  
Boynton Beach, FL 33435



veriplate  
Automated License Plate Recognition



**RE: Sole Source Memo for VeriPlate ALPR (Automated License Plate Recognition) Fixed ALPR Solutions**

This is to confirm that NDI Technologies Inc., a Florida Corporation is the designer, developer, author and sole source of supply for the full range of VeriPlate Static, Fixed, and Mobile ALPR solutions, as previously demonstrated and now in current use by the Delray Beach Police Dept., Tequesta Police Dept., Manalapan Police Dept., Palm Beach International Airport Police, Riviera Beach Police Dept., Palm Beach County Sheriff's Office, Palm Beach Gardens Police Dept., Palm Beach Shores Police Dept., Jupiter Islands Police, Palm Beach Schools Police, and North Palm Beach Police Dept. just within Palm Beach County, to name a few. *(Sole Source)*

*NDI's ALPR Back-Office solution known as VISCE, which is today deployed with these agencies is a proprietary application with an associated proprietary database. There is no known vendor in the industry that can send, receive, store, transmit and/or query NDI's proprietary database. NDI, and Only NDI can provide additional ALPR cameras and ALPR processors that can seamlessly integrate with these other cities ALPR database and allow the City of Boynton Beach true data-capabilities for sharing interoperability of your ALPR data. No other ALPR vendor can integrate with NDI's solutions. NDI does not provide any interfaces or custom scripts for any vendor other than NDI to access NDI's proprietary VISCE ALPR database. (Sole Source).*

*Additionally, NDI is the ONLY ALPR vendor/manufacture, whose US Corporate HQ in Florida (Winter Springs), whose Regional Manager resides in the Tri-County area (Palm Beach County and a Retired Florida Law Enforcement Officer), and who has a mobile, Technical Support Engineer residing in the Tri-County area (Boynton Beach). NDI is also the ONLY LPR vendor/manufacture to have a "brick & mortar," support office located in Broward County, which is specifically in place to service our customers in the Tri-County area of Dade, Broward, and Palm Beach Counties.*

NDI-RS's entire suite of ALPR products are based on a proprietary and entirely unique neural network recognition engine called Talon. *(Sole Source)* NDI-RS is the only ALPR provider offering Neural network technology which is superior to any template based Optical Character Recognition (OCR) ALPR system, offering significantly higher performance and accuracy. *(Sole Source)*

A competitive differentiator that continues to support the *Sole Source* purchase criteria and separate NDI Recognition Systems from all other industry offerings is our VeriPlate "PREDATOR" and VGate software advantage which includes our unmatched CAD (Computer-Aided Dispatch) integration module (any CAD system, including Boynton Beach's CAD system) allowing for a *Single Click "Live Check" (Sole Source)* with the push of a single button, providing real time access to Hotlists and Dynamic Dispatch pushing up to the minute intelligence to the Officer. The LIVE CHECK feature is the ONLY LPR interface allowing an officer to *check any registration/tag via NCIC, State, and local databases in REAL TIME. (Sole Source)*

Sincerely,

*Adam S. Black, CPP*

Adam S. Black, CPP  
SE US Regional Manager  
NDI Recognition Systems  
954-605-6869/Mobile  
[a.black@ndi-rs.net](mailto:a.black@ndi-rs.net)

NDI Recognition Systems  
Toll Free: 866-458-0426  
105 E. State Road 434, Winter Springs, Florida  
32708

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. #: 170898  
DATE: 03/14/17

VENDOR 2728

TO: SOUTHEASTERN PUMP CORP  
P.O. BOX 100727  
FT. LAUDERDALE, FL 33310

SHIP TO:  
City of Boynton Beach  
EAST UTILITY ADMIN  
124 E. WOOLBRIGHT ROAD  
BOYNTON BEACH, FL 33435

REQUISITION NO. 68569	ORDERING DEPARTMENT: UTIL PUMPING HS		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00	EA	BARNES #6SHDK40044-285 MM, 40 HP PUMP	10844.0000	10844.00
2	1.00	EA	6" FLYGT CLAW ADAPTER FOR 3" RAIL	826.0000	826.00

PROCUREMENT SERVICES:

*SwH 3/14/17*

P.O. TOTAL: 11670.00

ACCOUNT NO. 403-5000-535.65-04  
PROJECT SWR075

PURCHASING

PURCHASE REQUISITION NBR: 0000068569

REQUISITION BY: UTIL PUMPING HS  
STATUS: DEPT APPROVAL  
REASON: REPLACEMENT PUMP AND ADAPTER CLAW FOR MS 801  
SUGGESTED VENDOR: 2728 SOUTHEASTERN PUMP CORP

DATE: 3/09/17  
DELIVER BY DATE: 3/23/17

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

1	BARNES #6SHDK40044-285 MM, 40 HP PUMP COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMM: PUMPS & PUMP ACCESSORIES	1.00	EA	10844.0000	10844.00	
---	--	------	----	------------	----------	--

2	6" FLYGT CLAW ADAPTER FOR 3" RAIL COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMM: PUMPS & PUMP ACCESSORIES	1.00	EA	826.0000	826.00	
---	--	------	----	----------	--------	--

REQUISITION TOTAL: 11670.00

REQUISITION QUOTES

SELECTED VENDOR:	11670.0000	13085.0000	13225.0000
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VENDOR NAME	2728 SOUTHEASTERN PUMP CORP	CUSTOM PUMP & CONTROLS, INC	BARNEY'S PUMPS INC
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ACCOUNT INFORMATION

LINE #	ACCOUNT	UTIL CONST IN PROGRESS	R&R - SEWER	UTIL CONST IN PROGRESS	R&R - SEWER	PROJECT	SWR075	Pump Replacement Prog	SWR075	Pump Replacement Prog	%	AMOUNT
1	40350005356504										100.00	10844.00
2	40350005356504										100.00	826.00

11670.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

APPROVALS

Manager 28 Date 3/13/17

Finance Dept. 2078 Date 3/13/17

Messenger \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

3/13/17



# CITY OF BOYNTON BEACH

## REQUEST FOR PURCHASE OVER \$10,000

Date: 9-Mar-17

Requesting Department: Utilities/Wastewater Pui Contact Person: Jim Hart

### Explanation for Purchase:

This pump is for the pump replacement program to update the pumps at Master Station # 801.

Recommended Vendor Southeastern Pump 

Dollar Amount of Purchase \$11,670.00

### 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:

403-5000-535-65-04 SWR075

### Approvals:

Department Head 

Date 3-10-17

Purchasing Agent \_\_\_\_\_

Date \_\_\_\_\_

Asst City Manager \_\_\_\_\_

Date \_\_\_\_\_


City Manager \_\_\_\_\_

Date \_\_\_\_\_

## REQUEST FOR REQUISITION

<b>H.T.E. ENTRY DATE:</b>	<b>3/9/2017</b>
<b>H.T.E. REQUISITION #</b>	<b>68569</b>
<b>Clerk:</b>	<b>H.Sagel</b>
<b>Procurement Ass't:</b>	
<b>Director:</b>	
<b>City Manager (non budgeted capital and/or \$5000+):</b>	

**REASON FOR PURCHASE:** Replacement pump and 6" Flygt claw adapter for 3" rail for Master Station # 801.

<b>VENDOR INFORMATION:</b>		<b>DIVISION:</b>		<b>OTHER INFORMATION:</b>	
Name: Southeastern Pump		Admin. ( )		Date: 3/9/2017	ASAP ( x )
Address: PO Box 100727		Construction ( )		Date Needed: 3/23/2017	Confirm. ( )
Ft. Lauderdale, FL 33310		Cust. Rel. ( )			ASAP/Conf. ( )
		Distribution ( )		<b>BACKUP DOCS. SUBMITTED:</b>	<b>DELIVERY:</b>
Phone (contact): Shad Gordon		Water Qual. ( )		Quotes/Verbal ( )	E. Admin. 40 ( x )
800-396-4182		Pumping ( x )		Quotes/Written (over \$2000) ( x )	E. WTP 41 ( )
Vendor Number: 2728		PWTreat. ( )		Bid Docs. ( )	W. WTP 42 ( )
		Meter Serv. ( )		Sole Source Ltr. ( )	P/U 99 ( )
<b>INITIATOR:</b> Jim Hart 		Sewage ( )		Insurance Requirements: ( )	<b>Special Instructions:</b>
<b>APPROVED:</b>		Strmwtr. ( )		SNAPs/GSA/Piggy-back #:	Project Number: SWR075

Quan.	Unit Price	Description & Part Number	Fund	Dept	Basic	Elem	Obj	Amount
1	10,844.00 ea	Barnes #6SHDK4044-285mm 40hp submersible pump for Master Station 213						10,844.00
1	826.00 ea	6" Flygt claw adapter for 3" rail						826.00
		TOTAL	403	5000	535	65	04	11,670.00

# *The City of Boynton Beach*

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*Utilities Department  
124 E. Woolbright Road  
Boynton Beach, Florida 33435  
Phone (561) 742-6400  
FAX: (561) 742-6298*

## **OFFICE OF THE DIRECTOR OF UTILITIES**

### **QUOTATIONS**

**ITEMS REQUESTED:** Replacement pump and 3" claw adapter for Master Station # 801

---

<b>VENDOR #1:</b>	Southeastern Pump
<b>DATE:</b>	2/23/2017
<b>CONTACT PERSON:</b>	Shad Gordon
<b>PHONE NUMBER:</b>	800-396-4182
<b>QUOTE:</b>	\$11,670.00
<hr/>	
<b>VENDOR#2:</b>	Barney's Pumps Inc.
<b>DATE:</b>	2/22/2017
<b>CONTACT PERSON:</b>	Tom Kalinski
<b>PHONE NUMBER:</b>	954-346-0669
<b>QUOTE:</b>	\$13,225.00
<hr/>	
<b>VENDOR #3:</b>	Custom Pump & Controls Inc.
<b>DATE:</b>	2/22/2017
<b>CONTACT PERSON:</b>	Thomas Marinace
<b>PHONE NUMBER:</b>	954-299-5156
<b>QUOTE:</b>	\$13,085.00

**ATTACH THE ABOVE QUOTATIONS TO REQUISITION AND SEND TO  
PURCHASING DEPT.**





# **SOUTHEASTERN PUMP**

Tampa + Pompano Beach + Jacksonville

Boynton Beach Utilities  
City of Boynton Beach  
124 East Woolbright Road  
Boynton Beach, FL 33435

February 23, 2017

Attention: Jim Hart  
Subject: Replacement Lift Station Pump

We are pleased to offer the following for your consideration:

**6" Replacement Pump for Master Lift Station #801**

One (1) Barnes #6SHDK40044-285mm, 40 HP, 1750 RPM, 460 Volt, 3-Phase, 6" Submersible Pump rated to pass 3" spherical solids. Pump to be shipped with #138319XF 50 ft. Power Cord Assembly.

**PRICE: Standard Pump - \$ 10,844.00 Plus Tax, Delivered**

**For 6" Flygt Claw Adapter for 3" Rails - Add \$ 826.00**

*TOTAL = \$ 11,670.00*

All the above pumps have a 5 year pro-rated warranty.  
Price is valid for 30 days from this date  
F.O.B.: Factory, freight allowed  
Payment Terms Subject to Account Status

Please contact us with any questions, or if we may receive your valued order

Sincerely,  
***Shad Gordon***

Approved and Accepted for Purchase

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

## **SOUTHEASTERN PUMP**

PO Box 100727, F Lauderdale, FL 33310 + 1368 SW 12<sup>th</sup> Avenue, Pompano Beach, FL 33069  
Toll Free (800) 396-4182 + Phone (954) 781-8400 + Fax (954) 781-8434 + [www.sepump.com](http://www.sepump.com)



**Custom  
Pump &  
Controls, Inc.**

304 Indian Trace #222  
Weston, FL 33326

Cell: (954) 299-5156  
Email: [tmarinace@custompump.com](mailto:tmarinace@custompump.com)

February 22, 2017

Mr. James Hart  
City of Boynton Beach  
124 E. Woolbright Road  
Boynton Beach, FL 33435

Project name: Master Pump Station no. 801

Dear Mr. Hart,

We thank you for your interest in our product and are pleased to quote you on the following lift station sewage pump and accessories:

<u>Quantity</u>	<u>Description</u>
1	KSB sewage non-clog pump model KRT K 100-316/294XG-S (270), 36 HP, 1750 rpm, 460 volt, 3 phase, 47.9 FLA. Equipped with 50ft cord, SS. Lifting bail and 6" Flygt Claw for 3" guide rail system.

Total Package Price : \$13,085

Total Weight : 718 lbs.

Price does not include sales tax. This price is firm for ninety (90) days. Current delivery is 4-6 weeks from date of order. Shipping terms are FOB shipping point with full freight allowed. Payment terms are Net 30 days.

Please contact us should you have further questions on this quotation.

Sincerely,

*Thomas J. Marinace*

Thomas J. Marinace  
South Florida Sales

Page 1 of 6

12080 NW 40<sup>th</sup> Street Coral Springs, FL 33065-7602  
Broward (954) 346-0669  
Dade (305) 945-0279  
Fax (954) 346-0993



DATE: 02-22-17

FOR SHIPMENT TO: Same

<u>Delivery</u>	<u>Via</u>	<u>From</u>	<u>F.O.B.</u>	<u>Terms</u>
3 - 4 weeks - subject to prior sale	Bestway	Barney's Pumps	Barney's Pumps	net 30 with approved credit

ITEM	QTY	DESCRIPTION	PRICE EACH
A	1	<p>Condition of Service: 1000 GPM @ 94'</p> <p>Electrical Service: 460V/3Ø/60 HZ</p> <p>Homa Pump model # AMX644-310/39.2F/C, 39.2 HP, 1750 RPM, 48.0 FLA, 12.4" impeller, 6" discharge w/ 4" solids handling, 50' power cord, also includes:</p> <ul style="list-style-type: none"> <li>(1) part # 7320981, 6" Homa discharge flange, Flygt compatible for 3" guide rail</li> <li>Part # 8734112, lifting bail for F frame motor</li> </ul> <p style="text-align: center;">Delivery Included</p> <p style="text-align: right;"><b>Total price</b></p> <p>Delivery is F.O.B. Barney's Pumps. Start-up and training services are NOT included. Taxes, anchor bolts, piping, field wiring, etc. are not included.</p> <p><b><i>If shop drawings are required for approval, please request them from our office.</i></b></p>	<p>\$13,225.00</p> <p><b>\$13,225.00</b></p>

The following items are attached:      Bulletin \_\_\_\_\_ Performance curve   X   Elevation drawing \_\_\_\_\_

Prices quoted are firm for 30 days (unless otherwise noted), then subject to adjustment to agree with prices at time of shipment and subject to any tax required by law. This quotation is subject to Barney's Pumps standard terms of sale and warranty. We appreciate the opportunity to serve you and trust that we are favored with your order.

**BARNEY'S PUMPS INC.**

*Tom Kalinski*

**Authorized Signature**

Accepted By / Date: \_\_\_\_\_



*Hydra Service, Inc.*  
SPECIALIST IN FLUID MOVEMENT



250 Springview Commerce Drive  
DeBary, FL 32713  
Phone: 407 330 3456  
Phone: 800 323 1731  
Fax: 407 330 3404

**Sales Representative- John Scott District Sales Manager**  
**Contact Information**

Cell Phone: 321-266-1079  
Fax: 407-330-3404

TO: **City of Boynton Beach Utilities**

FROM: **John Scott- S2**

ATTN: **Jim**

EMAIL: [JSCOTT@HYDRASERVICE.NET](mailto:JSCOTT@HYDRASERVICE.NET)

DATE: **January 23, 2017**

PHONE **561-742-6422**

QUOTE: **170308-3JS**

FAX:

REF: **LS801**

EMAIL: [hartj@bbfl.us](mailto:hartj@bbfl.us)

ENG FIRM: **BB**

- 
- 1 ABS # XFP105J-CB2.386MM-PE350/6, 47hp, 460v, 3phase, Submersible NON-CLOG Pump, 49'cord, 4"Disch, 998.8gpm@92.66'tdh CB2 IMP, PREMIUM EFFICIENCY MOTOR, 5YEAR WARRANTY

TOTAL PRICE, F.O.B. JOB, FREIGHT ALLOW **\$17,698.00** PLUS ANY FEDERAL,  
STATE OR LOCAL TAXES WHICH MAY APPLY. TERMS ARE NET 30 DAYS. PRICES ARE FIRM 30 DAYS  
"HYDRA SERVICE INC TERMS & CONDITIONS APPLY" PAYMENT TERMS NET 30 DAYS.  
ESTMTD DELIVERY 2to3 WEEKS AFTER RECEIPT IN OUR OFFICE OF COMPLETE  
APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.  
THESE TERMS ARE INDEPENDENT OF, AND ARE NOT CONTINGENT UPON THE TIME OR MANNER  
IN WHICH PURCHASER MAY RECEIVE PAYMENT FROM OTHERS.  
ONE DAY OF FACTORY START-UP IS INCLUDED AND REQUIRED FOR WARRANTY. PAYMENT  
FOR MATERIALS WILL BE REQUIRED BEFORE THE AUTHORIZED START-UP IS CONDUCTED.

ACCEPTED DATE \_\_\_\_\_ Review Date: 3/8/17

\_\_\_\_\_  
NAME OF PURCHASER

John Scott  
REVIEWED BY HydraService, Inc.REP.

## Hart, James

**From:** Hart, James  
**Sent:** Tuesday, February 21, 2017 2:37 PM  
**To:** 'Thomas E. Kalinski'; t.marinace@custompump.com; 'John Scott'; 'Nilo Veloz'; Shad Gordon (sgordon@sepump.com)  
**Cc:** Peck, George; Hatcher, Allen; Johnson, Tremaine; Ellis, Keith; Hart, James  
**Subject:** New Pump quote for Master Station # 801

Gentlemen,

When you get the chance, the City is looking for a quote for (1)submersible wastewater pump for Master Station #801 that best fits the following:

1000 GPM @ 94 TDH  
Adapter for 3" Flygt Guide Rail  
480V / 3Ph  
50Ft power Cord  
6" Discharge  
Starter Size Square D #3

Any questions please contact me.

Thanks  
Jim



James Hart  
Assistant Supervisor Utilities  
Boynton Beach Utilities  
City of Boynton Beach  
124 E. Woolbright Rd. | Boynton Beach, Florida 33435  
742-6422  
hart@bbfl.us | <http://www.boynton-beach.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.

### 45#801 TABULATION

Southeastern (Barney's Pump) 40 HP 11,670.00	Custom pump (KSB pump) 36 HP 13,085.00	Barney's pumps Homa pump 39 HP 13,225.00	Hydra Service ABS pump 47 HP 17,698.00
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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. #: 170922  
DATE: 03/17/17

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. 68601	ORDERING DEPARTMENT: WAREHOUSE	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO: 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 MUST BE RED 700-057-119	2425.0000	14550.00

\*\*\* SHIPPING INSTRUCTIONS \*\*\*

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

REMARKS:  
WAREHOUSE WILL FAX.

PROCUREMENT SERVICES:	<i>John 3/24/17</i>	P.O. TOTAL:	14550.00
ACCOUNT NO.	PROJECT		

PURCHASING

PURCHASE REQUISITION NBR: 0000068601

REQUISITION BY: WAREHOUSE

STATUS: PURCHASING APPROVAL  
REASON: WAREHOUSE STOCK

SHIP TO LOCATION: WAREHOUSE

SUGGESTED VENDOR: 1477 HD SUPPLY WATERWORKS

DATE: 3/14/17  
DELIVER BY DATE: 3/15/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	5 1/4 SIEGLOCK SPARTAN MUST BE RED 700-057-119 COMMODITY: WAREHOUSE 2 SUBCOMMOD: PIPE AND INVENTORY BUILDING: W2	6.00	EA	2425.0000	14550.00	
	SUPPLIES STOCK NO: 700-057-00119					

REQUISITION TOTAL: 14550.00

REQUISITION QUOTES

SELECTED VENDOR:	VENDOR NAME
14550.0000	1477 HD SUPPLY WATERWORKS
14844.0000	1031 FERGUSON ENTERPRISES INC.
15333.3600	11948 FORTILINE WATERWORKS

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	50200001410100	INVENTORY-WAREHS COMM	100.00	14550.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

WAREHOUSE STOCK  
DO NOT MAIL - WE WILL FAX - THANK YOU  
SENDING QUOTES AND \$10,000 FORM VIA EMAIL  
TO MARYANN

APPROVALS

City Manager	<u>[Signature]</u>	Date	<u>3/16/17</u>
Finance Dept.	<u>[Signature]</u>	Date	<u>3/16/17</u>
Risk Manager	_____	Date	_____
City Attorney	_____	Date	_____



# CITY OF BOYNTON BEACH

## REQUEST FOR PURCHASE OVER \$10,000

Date: 3/14/2017

Requesting Department: Warehouse

Contact Person: Michael Dauta

**Explanation for Purchase:**

Purchase of (6) hydrants for Warehouse stock. To be used by Utilities for replacement.

**Recommended Vendor** HD Waterworks

**Dollar Amount of Purchase**

**Source for Purchase (check and attach backup materials):**

Three Written Quotations

☒

GSA

☐

State Contract

☐

PRIDE/RESPECT

☐

SNAPS

☐

Sole Source

☐

Piggy-Back

☐

Budgeted Item

☐

Emergency Purchase

☐

Other

☐

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

[Signature]

Date

3/14/17

Purchasing Agent

[Signature]

Date

3/14/17

Asst City Manager

\_\_\_\_\_

Date

\_\_\_\_\_

City Manager

[Signature]

Date

3/24/17



## Dauta, Michael

---

**From:** Rezakhani, Javier K <Javier.Rezakhani@hdsupply.com>  
**Sent:** Tuesday, March 14, 2017 9:24 AM  
**To:** Dauta, Michael  
**Subject:** RE: City of Boynton Beach Quote Request

Freight is included.

Javier Rezakhani  
HD Supply Waterworks  
m: 561.472.4693  
e: [javier.r@hdsupply.com](mailto:javier.r@hdsupply.com)

---

**From:** Dauta, Michael [mailto:DautaM@bbfl.us]  
**Sent:** Tuesday, March 14, 2017 9:00 AM  
**To:** Rezakhani, Javier K <Javier.Rezakhani@hdsupply.com>  
**Subject:** FW: City of Boynton Beach Quote Request

Thanks for the quote.  
Need to make sure that freight is included.  
If not, will need an estimate.  
Thanks.



Michael Dauta, CPPB  
Warehouse Manager  
Finance / Warehouse  
City of Boynton Beach  
222 N.E. 9th Ave. | Boynton Beach, Florida 33435  
☎ 561-742-6324  
✉ [DautaM@bbfl.us](mailto:DautaM@bbfl.us) | 🌐 <http://www.boynton-beach.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.

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**From:** Rezakhani, Javier K [mailto:[Javier.Rezakhani@hdsupply.com](mailto:Javier.Rezakhani@hdsupply.com)]  
**Sent:** Monday, March 13, 2017 12:17 PM



## Bid Proposal for Boynton Beach - Sigelok Hydrant

BOYNTON BEACH, CITY OF  
Bid Date: 03/13/2017  
HD Supply Bid #: 273742

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
		RED SPARTAN300-42			
				Sub Total	14,550.00
				Tax	0.00
				Total	14,550.00



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 Petionick  
Comments:

14:59:07 MAR 13 2017

Page 1 of 1

FEI-POMPANO BEACH, FL WW #125

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

Bid No: B326173  
Bid Date: 03/13/17  
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: HYDRANTS

Item	Description	Quantity	Net Price	UM	Total
SP-SIGELCKHYD	SIGELCK FIRE HYDRANT L/A	6	2474.000	EA	14844.00
FFREIGHT	42" BURY FRT CHARGE FEE	1	0.000	EA	0.00
Net Total:					\$14844.00
Tax:					\$0.00
Freight:					\$0.00
Total:					\$14844.00

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. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBEWBE/SMALL BUSINESS REQUIREMENTS.

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://wotseleyna.com/terms\\_conditionsSale.html](http://wotseleyna.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.



CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
211593	FORTILINE RIVIERA BEACH	5624421	3/14/17	1

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

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10	6	EA	42" SIGELOCK FIRE HYDRANT SPARTAN300-42	2,555.5600	15,333.36
				Subtotal:	15,333.36
				Tax:	.00
				Bid Total:	15,333.36

**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 3/14/17 8:32:11

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. #: 170924  
DATE: 03/17/17

VENDOR 15111


TO: CAROLLO ENGINEERS, INC.  
2700 YGNACIO VALLEY ROAD  
SUITE 300  
WALNUT CREEK, CA 94598

SHIP TO:  
City of Boynton Beach  
EAST UTILITY ADMIN  
124 E. WOOLBRIGHT ROAD  
BOYNTON BEACH, FL 33435

REQUISITION NO. 68579	ORDERING DEPARTMENT: UTIL ENGIN TP		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	23700.00 DL	BASIC TRAINING ON SOFTWARE OPERATION FOR APPLIED MODEL TRAINING, ON-CALL MODELING ASSISTANCE AND PROJECT MANAGEMENT.	1.0000	23700.00

REMARKS:  
CITY COMMISSION APPROVED ON JULY 1, 2014.  
RFQ #107-2821-14/DJL.

PROCUREMENT SERVICES:		P.O. TOTAL:	23700.00
ACCOUNT NO. 403-5000-533.31-90	PROJECT WTR134		

PURCHASING

PURCHASE REQUISITION NBR: 0000068579

REQUISITION BY: UTIL ENGIN TP  
SHIP TO LOCATION: EAST UTILITY ADMIN  
STATUS: DEPT APPROVAL  
REASON: TASK ORDER #U-2C-04 (SCOPE C) THIS TASK ORDER  
SUGGESTED VENDOR: 15111 CAROLLO ENGINEERS, INC.

DATE: 3/10/17  
DELIVER BY DATE: 3/24/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	BASIC TRAINING ON SOFTWARE OPERATION FOR APPLIED MODEL TRAINING, ON-CALL MODELING ASSISTANCE AND PROJECT MANAGEMENT. COMMODITY: DATA PROC SERV & SOFTWARE SUBCOMMOD: SOFTWARE MAINT/SUPPORT	23700.00	DL	1.0000	23700.00	

REQUISITION TOTAL: 23700.00

ACCOUNT INFORMATION

LINE # ACCOUNT  
1 40350005333190 PROFESSIONAL SERVICES  
OTHER PROFESSIONAL SRVS

PROJECT  
WTR134  
Water Supply Issues

%  
100.00

AMOUNT  
23700.00

23700.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

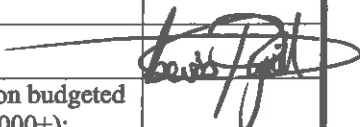
to provide basic training on Software operation by  
Innovyze. The training will be for (2) two  
appointed city employees that includes model  
training and on-call modeling assistance for  
continued operation, development, development,  
refinement and maintenance of water, reclaimed  
water and wastewater collection system models. City  
General Consulting Services Agreement for the City  
of Boynton Beach was Approved by City Commission  
on July 1, 2014, RFQ #017-2821-14/DJL


APPROVALS

City Manager JS Date 3/16/17  
Finance Dept JWH Date 3/14/17  
Risk Manager \_\_\_\_\_ Date \_\_\_\_\_  
City Attorney \_\_\_\_\_ Date \_\_\_\_\_



# REQUEST FOR REQUISITION

<b>H.T.E. ENTRY DATE:</b>	<b>3/10/2017</b>
<b>H.T.E. REQUISITION #</b>	<b>68579</b>
<b>Clerk:</b>	<b>TP</b>
<b>Procurement Ass't:</b>	
<b>Director:</b>	
<b>City Manager (non budgeted capital and/or \$5000+):</b>	

<b>REASON FOR PURCHASE:</b>			
Carollo Engineers, Inc. Task Order #U-2C-04 (Scope C) This task order is to provide basic training on Software operation by Innovyze. The training will be for (2) two appointed city employees that includes model training and on-call modeling assistance for continued operation, development, refinement and maintenance of water, reclaimed water and Wastewater collection system models. General Consulting Services Agreement for the City of Boynton Beach was Approved by City Commission on July 1, 2014, RFQ #017-2821-14/DJL			
<b>VENDOR INFORMATION:</b>	<b>DIVISION:</b>	<b>OTHER INFORMATION:</b>	
Name: Carollo Engineers, Inc.	Admin. <input checked="" type="checkbox"/> ( X )	Date: 3/10/2017	ASAP <input type="checkbox"/> ( )
Address: 9897 Lake Worth Road	Engineering <input type="checkbox"/> ( )	Date Needed:	Confirm. <input type="checkbox"/> ( )
Lake Worth, FL 33467	Cust. Rel. <input type="checkbox"/> ( )		ASAP/Conf. <input type="checkbox"/> ( )
	Distribution <input type="checkbox"/> ( )	<b>BACKUP DOCS. SUBMITTED:</b> Quotes/Verbal <input type="checkbox"/> ( ) (over \$500)	<b>DELIVERY:</b>
Phone (contact): Elizabeth Fujikawa, PE, LEED AP Vice President Email: efujikawa@carollo.com	Water Qual. <input type="checkbox"/> ( )		E. Admin. 40 <input checked="" type="checkbox"/> (X)
Phone: 561-868-6400 Fax: 561-868-6401	Pumping <input type="checkbox"/> ( )	Quotes/Written <input type="checkbox"/> ( ) (over \$2000)	E. WTP 41 <input type="checkbox"/> ( )
Vendor Number 15111	PWTreat. <input type="checkbox"/> ( )	Bid Docs. <input type="checkbox"/> ( )	W. WTP 42 <input type="checkbox"/> ( )
	Meter Serv. <input type="checkbox"/> ( )	Sole Source Ltr. <input type="checkbox"/> ( )	P/U 99 <input type="checkbox"/> ( )
<b>INITIATOR: Michael Low, Manager of Technical Services</b> 	Sewage <input type="checkbox"/> ( )	Insurance Requirements: <input type="checkbox"/> ( )	<b>Special Instructions:</b>
<b>APPROVED:</b>	Strmwtr. <input type="checkbox"/> ( )	RFQ #017-2821-14/DJL; TO# U-2C-04	Project Number: WTR134

Quan.	Unit Price	Description & Part Number	Fund	Dept	Basic	Elem	Obj	Amount
\$11,200.00	1	Applied Model Training						\$11,200.00
\$9,700.00	1	On-call Modeling Assistance						\$9,700.00
\$2,800.00	1	Project Management						\$2,800.00
		Total	403	5000	533	31	90	\$23,700.00



**CAROLLO ENGINEERS  
AND  
CITY OF BOYNTON BEACH**

**TASK ORDER NO: U-2C-04  
SERVICES FOR HYDRAULIC MODELING**

**SCOPE OF SERVICES  
March 6, 2017**

**PROJECT BACKGROUND**

The City of Boynton Beach (CLIENT) owns and operates infrastructure for water distribution, reclaimed water distribution, and wastewater collection. Carollo Engineers, Inc. (ENGINEER), as part of the Utilities Management Optimization Plan (UMOP) project, has recently developed three hydraulic models. Innovyze software (InfoWater, InfoSWMM) was used to construct the hydraulic models. Because reliable information was readily available from GIS and SCADA for the water and reclaimed water infrastructure, the water and reclaimed water systems models included all the existing connections to users in the service areas. The wastewater collection system model, however, was simplified to only include major pump stations and associated forcemains due to data limitations. This model includes the total wastewater flow generated by all City customers, but does not include all pump stations, forcemains, or any gravity sewers within the system.

The approach used in the three models is reliable for planning short- and long-term major capital improvements. However, expansion of the wastewater model to include the wastewater generation points and most, if not all lift stations, is required for the model to be used to optimize asset operation, investment prioritizing, and permitting decision-making. For the water model, simulation of scenarios to check for regulatory compliance such as fire flow availability and certain water quality measures is recommended to support daily field operation. For the reclaimed water model, the Consultant envisions that the City will use the model primarily as a planning tool as infrastructure is added to the system and current needs are identified and solved.

The CLIENT has purchased InfoSWMM and InfoWater, and has appointed two City employees as recipients of basic training on Software operation by Innovyze. Once basic training in modeling software interface is completed, it is envisioned that on-going training on specifics that apply only to the Boynton system (that were designed for compatibility with the UMOP and in accordance with the available data) will be required.

***The purpose of this Work Order is to provide model training and on-call modeling assistance to the CLIENT for continued operation, development, refinement, and maintenance of its water, reclaimed water, and wastewater collection system models.***

## **SCOPE OF WORK**

### **TASK 1 – APPLIED MODEL TRAINING**

The CLIENT has received training on InfoWater and InfoSWMM software from Innovyze. This training included the basic use of the software for modeling water distribution and wastewater collection systems. This training was meant to provide an overall understanding of the software, what software features are available, and how to setup and run example models.

Training on the CLIENT's specific water distribution, recycled distribution, and wastewater collection models were not included in the basic training. Therefore it will be necessary to provide additional training for the two individuals who received the basic Innovyze training on their specific models so that the CLIENT can apply and update these models for analyzing deficiencies and planning capital improvement projects.

The ENGINEER will provide two (2) days of training to familiarize the CLIENT with the three models described above. This training will include:

- Features of Models – an overview of what is included in each of the three models
- Working with GIS – how to use the integrated GIS to update Water Analysis Zones (WAZ) and manage the flow inputs. How to update existing features and include new features (e.g. WAZ's, pipes, etc.) using GIS.
- Pump Stations – since pump station data needed for the model is not included in the GIS, model features related to pump stations will be explained so that existing pump stations can be modified or new pump stations added
- Demand and loads – how to work with allocations in Excel and database manipulation. This includes working with customer data from the water meters.
- Scenarios - creation of scenarios with new or modified data sets (including Excel database manipulation)
- New Developments - planning new developments and/or modifying existing aggregated wastewater loads
- Controls - adding/changing controls and operating strategies (for pumps, valves, tanks, consumption patterns)
- Calibration – explaining the steps for additional model calibration when new data is available
- Projects – analyzing system deficiencies in order to develop projects needed for system improvements and expansions (which will be the basis for adding projects to the UMOP).

## **TASK 2 – ON-CALL MODELING ASSISTANCE**

The work to be performed by the ENGINEER under this task may include but not be limited to:

- On-going model updates and maintenance
- Development of new model scenarios to evaluate different operational strategies
- Evaluation of the impacts of potential new developments on existing, currently simulated systems
- Guidance in the process of gathering the necessary information to expand the wastewater collection system
- Periodic calibration and/or verification of the models
- Development of overall model goals and objectives
- Additional model training for City staff not included under Task 1
- Assistance with interface between the models and the City's GIS databases including method of data transfer and making updates
- Assistance with interface between the models and the UMOP
- Documentation of model input, assumptions, and results
- Maps or model output to communicate results within the Public Works and Utilities Departments, or to other departments
- Technical advisor guidance of complex modeling issues or initiatives, and support to City staff in developing future goals, objectives, and projects related to the City's hydraulic models
- Other modeling tasks as directed by City staff

Since this task is on an as-needed basis, the fee for this task will be based on a time and materials estimate with a not to exceed limit. The budget for this task assumes approximately 26 hours of support. If this limit is not reached within the schedule designated for this task order, it can be used beyond the schedule estimate with CLIENT consent. If the limit is reached, and the CLIENT requires additional assistance, then a new task order will be developed.

### TASK 3 – PROJECT MANAGEMENT

**Project Management and Budget/Scope Review.** Monthly progress reports, tracking and managing the budget variance based on actual versus budgeted, maintaining the overall schedule, and coordination of subconsultants. Meet monthly to review the initial scope tasks and intent, and to make adjustments in direction and budget/level of effort as necessary to keep to the overall vision and goal for the project.

**Monthly Progress Reports.** Monthly progress reports will be prepared that discuss the work conducted and by whom during the month, budget and schedule status, and work to be completed by the next progress report.

**Communications.** Project management will include general communication among ENGINEER, subconsultants, and CLIENT staff members for overall facilitation, and to ensure that the project is completed on time and within budget while meeting Boynton's goals.

### COMPENSATION

The total compensation shown in the table below is based on the hourly rates established in Exhibit A to the Agreement for Engineering Services for Utilities Engineer of Record.

Task	Description	Budget
1	Applied Model Training	\$ 11,200
2	On-Call Modeling Assistance	\$ 9,700
3	Project Management	\$ 2,800
Total		\$ 23,700

CLIENT shall make payments to Carollo for services performed for this task order in accordance with Section 2 of the Agreement, and in accordance with the following requirements:

- Charges will be invoiced on a monthly basis as described above with a not to exceed upper limit of \$23,700.
- Mileage will be charged at the IRS Reimbursement Rate of \$0.58/Mile
- Charges for outside professionals (subconsultants) will be charged at 1.1 times their direct invoice to the ENGINEER.
- Rates and factors underlined in this section are subject to adjustment on an annual basis.

## **PROJECT SCHEDULE**

The CLIENT and the ENGINEER upon agreement of the goals, objectives, and scope will develop milestones for each assignment if necessary. The overall schedule for this work order is for one (1) year after notice to proceed.

## **PROJECT ASSUMPTIONS**

The CLIENT shall furnish the ENGINEER available studies, reports and other data pertinent to the ENGINEER's services; obtain or authorize the ENGINEER to obtain or provide additional reports and data as required; furnish to the ENGINEER services of others required for the performance of the ENGINEER's services hereunder, and the ENGINEER shall be entitled to use and rely upon all such information and services provided by the CLIENT or others in performing the ENGINEER's services under this Work Order.

The ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, over water, reclaimed water, and/or wastewater quality and/or quantity, or over the way the CLIENT's plant(s) and/or associated processes are operated and/or maintained. Modeling results, data projections and estimates are the ENGINEER's professional opinion based on the ENGINEER's experience and judgment. The ENGINEER does not guarantee that actual water, reclaimed water, and/or wastewater distribution system operational characteristics will not vary from the modeling results, data projections and estimates prepared by the ENGINEER. The ENGINEER is not liable to, and does not indemnify, the CLIENT, or any third party relative to inconsistencies between the ENGINEER's hydraulic modeling results, data projections and estimates and actual water, reclaimed water, and/or wastewater distribution system operational characteristics realized by the CLIENT or any third party in the future, except to the extent that such inconsistencies are determined to be the result of negligence or errors or omissions on the part of the ENGINEER.

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. #: 170925  
DATE: 03/20/17

VENDOR 15789

TO: IXOM WATERCARE, INC  
33101 E. QUINCY AVE  
WATKINS, CO 80137

SHIP TO:  
City of Boynton Beach  
EAST WATER PLANT  
1620 S. SEACREST BLVD.  
BOYNTON BEACH, FL 33435

REQUISITION NO. 68631	ORDERING DEPARTMENT: UTIL ENGIN TP		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	25686.00	DL	MIEX DOC RESIN	1.0000	25686.00
2	868.24	SHP	FREIGHT	1.0000	868.24

REMARKS:  
EMERGENCY PURCHASE OF MIEX DOC RESIN CHEMICALS  
NECESSARY FOR THE OPERATION OF THE NEW EAST WATER  
TREATMENT PLANT MIEX EXCHANGE WATER TREATMENT  
PROCESS.  
QUOTE #NA1700-RQ-010

PROCUREMENT SERVICES:	<i>John 3/20/17</i>	P.O. TOTAL:	26554.24
ACCOUNT NO. 401-2811-536.52-35	PROJECT		

PURCHASING

PURCHASE REQUISITION NBR: 0000068631

REQUISITION BY: UTIL ENGIN TP  
SHIP TO LOCATION: EAST WATER PLANT

STATUS: DEPT APPROVAL  
REASON: PURCHASE OF MTEX DOC RESIN CHEMICALS NECESSARY FOR  
SUGGESTED VENDOR: 15789 IXOM WATERCARE, INC

DATE: 3/16/17  
DELIVER BY DATE: 3/23/17

LINE NBR DESCRIPTION

QUANTITY UOM

UNIT COST EXTEND COST

VENDOR PART NUMBER

1 MTEX DOC RESIN  
COMMODITY: ENGINEERING SERVICES  
SUBCOMMOD: CHEMICAL

25686.00 DL 1.0000 25686.00

2 FREIGHT  
COMMODITY: SHIPPING AND HANDLING  
SUBCOMMOD: SHIPPING & HANDLING

868.24 SHP 1.0000 868.24

REQUISITION TOTAL: 26554.24

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

PROJECT

%

AMOUNT

LINE # ACCOUNT  
1 40128115365235 OPERATING SUPPLIES  
PROCESS CHEMICALS  
2 40128115365235 OPERATING SUPPLIES  
PROCESS CHEMICALS

100.00  
100.00

25686.00  
868.24

26554.24

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

the Operation of the New East Water Treatment  
Plant MTEX  
Exchange Water Treatment Process. Immediate  
delivery is required for the plant operation.  
Quote # NAI700-RQ-010

APPROVALS

City Manager JL Date 3/20/17

Finance Dept. JRA Date 3/21/17

Water Manager  Date

City Attorney  Date

JL  
3/20/17



# CITY OF BOYNTON BEACH

## REQUEST FOR PURCHASE OVER \$10,000

Date: 3/16/2017

Requesting Department: UTILITIES

Contact Person: Christopher Roschek

### Explanation for Purchase:

The MIEX DOC Resin is required for the ongoing operation of the new MIEX ion exchange treatment process at the East Water Treatment Plant. Immediate delivery of two (2) totes is required for plant operations. Utilities is preparing a blanket Purchase Order for future resin purchases for approval by the City Commission. Piggy-Back Palm Beach County R2010-1128 Agreement 7/20/2015 to 9/30/2017 Quote # NA1700-RQ-010

Recommended Vendor IXOM Watercare, Inc. 15789

Dollar Amount of Purchase \$26,554.24

### 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 checked="" type="checkbox"/>	Budgeted Item	<input type="checkbox"/>
Emergency Purchase	<input type="checkbox"/>	Other	<input type="checkbox"/>

Contract Number: Piggy-Back R2010-1128 Agreement

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

### Fund Source for Purchase:

401-2811-536.52-35 \$26,554.24

CSR

### Approvals:

Department Head 

Date 3-16-17

Purchasing Agent 

Date 3/24/17

Asst City Manager 

Date 3/20/17

City Manager 

Date 3/20/17



# Boynton Beach Utilities



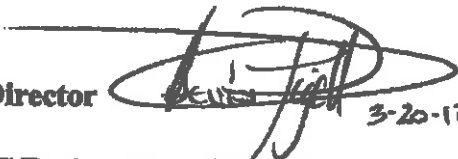
124 E. WOOLBRIGHT ROAD  
BOYNTON BEACH, FLORIDA 33435  
OFFICE: (561) 742-6400  
FAX: (561) 742-6898  
WEBSITE: WWW.BOYNTON-  
BEACH.ORG

Approved LJ 3/20/17

## MEMORANDUM

**DATE:** March 20, 2017

**TO:** Lori LaVerriere, City Manager

**FROM:** Bevis Pigott, P.E., Acting Utilities Director  3-20-17

**SUBJECT:** Emergency Purchase of MLEX DOC Resin – Over \$25,000


Boynton Beach Utilities is requesting to purchase two (2) totes of MLEX DOC Anion Exchange Resin on an emergency basis. The resin is required for the ongoing operation of the new MLEX ion exchange treatment process at the East Water Treatment Plant. The new MLEX pretreatment system was commissioned during the week of February 20, 2017 and placed in service on March 1, 2017. We are currently in the startup and testing phase. Attrition of the resin beads occurs over time and additional resin must be added to maintain the operation of the MLEX system. The plant commenced operation two weeks ago and has done a number of extended high flow tests which have resulted in a slightly higher resin use that anticipated, although the loss rate has been better than design so far.

Immediate delivery of two (2) totes is required to maintain plant operations. Utilities is preparing a blanket Purchase Order request for future resin purchases for approval by the City Commission. The agenda item was uploaded to NovusAgenda this afternoon for the April 4<sup>th</sup> City Commission meeting.

If you need any additional information, please contact Mr. Bevis Pigott at (561) 742-6420.

Cc: Chris Roscheck, Michael Low, File



# REQUEST FOR REQUISITION

<b>H.T.E. ENTRY DATE:</b>	<b>3/16/2017</b>
<b>H.T.E. REQUISITION #</b>	<b>68631</b>
<b>Contract Coordinator:</b>	<b>T.Pratt</b>
<b>Director:</b>	
<b>City Manager (non budgeted capital and/or \$5000+):</b>	

**The Purchase of MIEX DOC Resin Chemicals necessary for the Operation of the New East Water Treatment Plant MIEX**

**Exchange Water Treatment Process. Immediate delivery is required for the plant operation.**

**Piggy-Back Palm Beach County R2010-1128 Agreement 7/20/2015 to 9/30/2017 Quote # NA1700-RQ-010**

VENDOR INFORMATION:		DIVISION:	OTHER INFORMATION:	
Name:	Ixom Watercare, Inc.	Admin. <input type="checkbox"/>	Date:	3/16/2017    ASAP <input checked="" type="checkbox"/>
Address:	8150 S. Akron Street	Engineering <input type="checkbox"/>	Date Needed:	Confirm. <input type="checkbox"/>
	Ste #401	Cust. Rel. <input type="checkbox"/>		ASAP/Conf. <input type="checkbox"/>
	Centennial, CO 80112	Distribution <input type="checkbox"/>	<b>BACKUP DOCS. SUBMITTED:</b>	
Contact:	Jon Dyess, Customer Service Manager Jon.dyess@ixom.com	Water Qual. <input type="checkbox"/>	Quotes/Verbal (over \$500) <input type="checkbox"/>	<b>DELIVERY:</b>
Phone:	(303) 768-7345	Pumping <input type="checkbox"/>	Quotes/Written (over \$2000) <input type="checkbox"/>	E. Admin    40 <input type="checkbox"/>
FAX:		PWTreat. <input checked="" type="checkbox"/>	Bid Docs. <input type="checkbox"/>	E. WTP    41 <input checked="" type="checkbox"/>
Vendor No.:	15789	Meter Serv. <input type="checkbox"/>	Sole Source Ltr. <input checked="" type="checkbox"/>	W. WTP    42 <input type="checkbox"/>
<b>INITIATOR: Christopher Roschek, P.E. Engineering Division Manager</b> 		Sewage <input type="checkbox"/>	Insurance Requirements: <input type="checkbox"/>	Special Instructions:
<b>APPROVED:</b> 		Strmwtr. <input type="checkbox"/>		Project Number:

Quan.	Unit Price	Description & Part Number	Fund	Dept	Basic	Elem	Obj	Amount
1	\$25,626.00	MIEX DOC Resin Chemical	401	2811	536	52	35	\$25686.00
1	\$868.24	Freight	401	2811	536	52	35	\$868.24
		<b>TOTAL</b>	<b>401</b>	<b>2811</b>	<b>536</b>	<b>52</b>	<b>35</b>	<b>\$26,554.24</b>



**Ixom Watercare, Inc**  
8150 S. Akron St. Ste #401  
Centennial, CO 80112  
Voice: 303.768.7345  
Internet: [www.ixomwatercare.com](http://www.ixomwatercare.com)  
Email: [miex@ixom.com](mailto:miex@ixom.com)

### MIEX® RESIN QUOTE

<b>Send to:</b>	City of Boynton Beach	<b>From:</b>	Jon Dyess, Customer Service Manager
<b>Attention:</b>	Michael Low	<b>Date:</b>	3/13/2017
<b>Phone:</b>	561-742-6403	<b>Phone:</b>	303-768-7345
<b>Email:</b>	<a href="mailto:lowm@bbfl.us">lowm@bbfl.us</a>	<b>Email:</b>	<a href="mailto:jon.dyess@ixom.com">jon.dyess@ixom.com</a>

Ref/RFQ #: \_\_\_\_\_ Email \_\_\_\_\_ Quote #: NA1700-RQ-010 Rev #: 1

Quote Good Through: 4/12/2017 Total Pages Including Cover : 1

Item #	Quantity	Item Description	Price
1	2	<b>MIEX® DOC Resin</b> Container Size (#/L): 900 Price per Litre: \$14.27	\$ 25,686.00
2	1	<b>Freight</b> Shipped to: City of Boynton Beach 124 E. Woolbright Rd Boynton Beach, FL 33435  Lead time: 3-5 days  Notes: Truck load delivery	\$ 868.24
<b>Total Items</b>	<b>3</b>	<b>Total Quoted Price</b>	<b>\$ 26,554.24</b>

Thank you for the opportunity to earn your business!

All quotations and sales are subject to General Conditions of Sale located at [www.ixom.com/salesconditions](http://www.ixom.com/salesconditions). Selling terms are subject to our Credit Department approval. Please review our terms and conditions prior to entering into the contemplated transaction. Price does not include special handling, freight or applicable sales tax. This proposal supercedes all previous proposal revisions for the referenced product, equipment or service.

March 16, 2017

Michael Low  
Technical Services  
Boynton Beach Utilities  
City of Boynton Beach  
124 East Woolbright Rd  
Boynton Beach, FL 33435

The IXOM logo consists of the word "IXOM" in a bold, sans-serif font. To the right of the text is a large, stylized graphic made of several dark gray triangles of various sizes, some pointing towards the center and others away from it, creating a complex, abstract shape.

RE : Sole Source for MIEX ® Process and MIEX ® DOC Resin

Dear Mr. Low,

This letter is written regarding the manufacture and availability of MIEX® DOC Resin, as well as the availability of any substitute products, manufactured in North America, that may be used in the MIEX® Process. We understand that the MIEX® Process has been proven to be the best solution for the City of Boynton Beach, FL.

MIEX® DOC and MIEX® GOLD Resin is a strong base anion exchange resin that has been developed for the removal of Dissolved Organic Carbon (DOC) and is manufactured solely by Ixom Watercare, Inc. in Deer Park, Victoria, Australia. MIEX® DOC and MIEX® GOLD Resin is imported into North America exclusively by Ixom Watercare, Inc. MIEX® DOC Resin is warehoused in several locations throughout the United States, with the primary warehouse in Georgia. Ixom Watercare, Inc. stocks sufficient quantities of Resin to support MIEX® plants in North America, and is the only supplier of this product and process in the world.

MIEX® DOC Resin has been certified by the NSF as meeting all requirements for NSF/ANSI Standard 61 – Drinking Water System Components – Health Effects. The MIEX® DOC Resin has two very unique properties as compared to traditional ion exchange resins. First, the resin beads are very small, with an average diameter of 180 µm, which allows for very quick uptake of contaminant species within water. Second, each resin bead contains a magnetized component within their structure, which allows the beads to act as weak individual magnets. This magnetic attraction allows the resin to quickly agglomerate when mixing energy is removed.

MIEX products and processes incorporate technology that is subject to granted patents and patent applications worldwide. MIEX DOC resin is made based on methods outlined in US patent number 6,171,489 (now expired), US patent number 7,514,500 (granted) and US patent application number 20150218015 (pending). The properties that make MIEX® DOC Resin unique – **and the lowest cost solution to implement** - also make it impossible for a substitute product to be used in the MIEX® Process.

Ixom Watercare is committed to assisting the City of Boynton Beach in any way that is required. Please feel free to contact me if you have any questions or require any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Ellen Gaby", written in a cursive style.

Ellen Gaby  
Vice President Sales, North America

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

HV/SV 7-0  
R-2014-1489  
and

Meeting Date: October 7, 2014

Consent ☒ [X]

Public Hearing ☐ [ ]

R-2014-1490  
Regular ☐ [ ]

Department: Water Utilities Department

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: (A) First Amendment to the Miex DOC Resin Supply Agreement with Orica Watercare, Inc.; and (B) Agreement for Operational Support Services with Orica Watercare, Inc.

**Summary:** On July 20, 2010, the Palm Beach County Board of County Commissioners (BCC) approved the Miex DOC Resin Supply Agreement (R2010-1128)(Agreement) with Orica Watercare, Inc. On May 20, 2014, the BCC approved an increase in the price Agreement from \$1,900,000 to \$2,518,000. The First Amendment extends the termination date of the Agreement from July 20, 2015 to September 30, 2017, without increasing the overall approved amount of \$2,518,000.

Orica Watercare, Inc. shall provide operational support services, to minimize risk of operational failure and optimize resin and plant performance. The County agrees to pay Orica Watercare, Inc. \$10,000 per month for the term of this Agreement for the operational support services set forth in the Scope of Work.

Orica Watercare, Inc. is located in Watkins, Colorado, and is a sole source provider. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance is 15% overall. The contract with Orica Watercare, Inc. provides for 0% SBE participation. (WUD Project No. 09-046) District 2 (MJ)

**Background and Justification:** The Ozone Treatment System at WTP No. 2 reached the end of its useful life and spare parts were no longer available. The highly electricity-dependent ozone system was replaced with a Miex ion exchange process. Miex DOC Resin is a proprietary process and Orica Watercare, Inc. is the sole source provider of the resin which is manufactured in Australia.

**Attachments:**

1. Location Map
2. Two (2) Originals First Amendment to Miex DOC Resin Supply Agreement
3. Two (2) Originals Agreement for Operational Support Services

Recommended By:

*Bruce B. Boudie*  
Department Director

9/18/14  
Date

Approved By:

*Sharon G. Bly*  
Assistant County Administrator

10/6/14  
Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Operating Expenditures	<u>\$120,000.00</u>	<u>\$120,000.00</u>	<u>\$120,000.00</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$120,000.00</u>	<u>\$120,000.00</u>	<u>\$120,000.00</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund 4001 Dept 720 Unit 2535 Object 4615

Is Item Included in Current Budget? Yes X No     

Reporting Category N/A

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

Contract will be funded by Water Utility Department user fees.

C. Department Fiscal Review: Delura m priest

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Development and Control Comments:

5/10/14  
9/22/14  
OFMB

Dr. J. Jacobson  
Contract Development and Control  
10-3-14 Wheeler

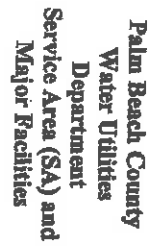
### B. Legal Sufficiency:

10/3/14  
Assistant County Attorney

### C. Other Department Review:

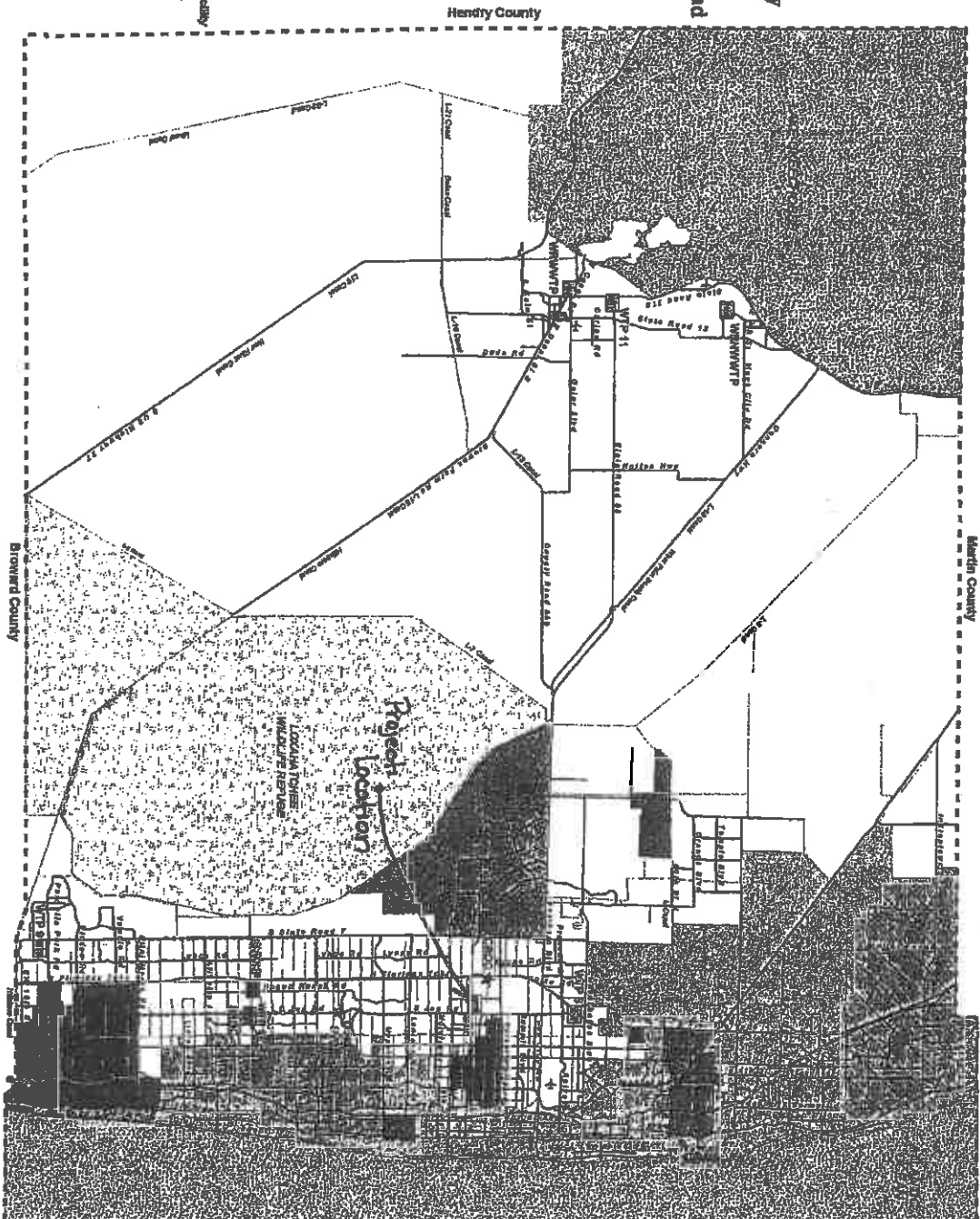
Department Director

This summary is not to be used as a basis for payment.



## Legend

- Administration
- Water Treatment Plant
- Reclamation Facility
- Wastewater Reclamation Facility
- Wastewater Treatment Plant
- Non-hazardous Recycled SA
- Palm Beach County Limbs
- P.B.C.W.U.D. Service Area





R2014-11489

FIRST AMENDMENT TO MIEX® DOC RESIN SUPPLY AGREEMENT

THIS AGREEMENT, made and entered into this OCT 07 2014, 2014, by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "Buyer," and ORICA WATERCARE, INC., a Delaware corporation registered to do business in the State of Florida, hereinafter referred to as "Seller".

WITNESSETH

WHEREAS, Buyer and Seller entered into a Miex® Doc Resin Supply Agreement ("Agreement") on July 20, 2010 (Palm Beach County Resolution No. R2010-1128); and

WHEREAS, the Agreement set forth the terms of the Buyer's purchase of Miex® Doc Resin from Seller, for use as part of the Miex® Treatment System at Buyer's Water Treatment Plant No. 2; and

WHEREAS, Buyer has experienced a loss of Miex® Doc Resin inventory in the Miex® Treatment System located at Water Treatment Plant No. 2; and

WHEREAS, Buyer and Seller have met and determined that the best course of action is for Buyer to provide discounted pricing on the Miex® Doc Resin for a period of three (3) years beginning October 1, 2014; and

WHEREAS, Buyer and Seller wish to amend the Agreement to account for the discounted pricing and to extend the expiration date to September 30, 2017.

NOW, THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Buyer and Seller hereby covenant and agree as follows:

1. Recitals. The foregoing statements are true and correct and are incorporated herein by specific reference.
2. The following is added to the Paragraph entitled "TERM" on page 1 of the Agreement:

Following the expiration of the last Renewal Period on July 19, 2015, the Agreement shall be extended through September 30, 2017.

3. The following is added to the Paragraph entitled "PRICES; QUANTITIES" on page 1 of the Agreement:

For those purchases made between October 1, 2014 and September 30, 2015, the following terms will apply: Seller provides one (1) 650/L tote of Miex® DOC Resin at no charge to Buyer for every one (1) 650/L tote of Miex® DOC Resin that Buyer purchases up to a total of 15 totes at no charge.

For those purchases made between October 1, 2015 and September 30, 2016, the following terms will apply: Seller provides one (1) 650/L tote of Miex® DOC Resin at no charge to Buyer for every two (2) 650/L tote of Miex® DOC Resin that Buyer purchases up to a total of 15 totes at no charge.

For those purchases made between October 1, 2016 and September 30, 2017, the following terms will apply: Seller provides one (1) 650/L tote of Miex® DOC Resin at no charge to Buyer for every two (2) 650/L tote of Miex® DOC Resin that Buyer purchases up to a total of 13 totes at no charge.

4. All other provisions of the Agreement, dated July 20, 2010, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

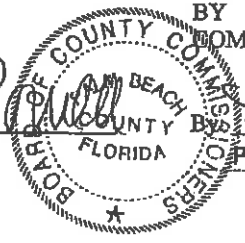
IN WITNESS WHEREOF, Buyer and Seller have executed or have caused this Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:

SHARON R. BOCK, CLERK  
AND COMPTROLLER

R2014-1489 OCT 07 2014  
PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By: [Signature] Deputy Clerk  
By: [Signature] Priscilla A. Taylor, Mayor



[SEAL]

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

By: [Signature]  
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]  
Department Director

WITNESSES:

[Signature]

Kerry M. [Signature]  
Type or Print Name

[Signature]

Ellen Brewer  
Type or Print Name

SELLER, ORICA. WATERCARE,  
INC.

By: [Signature]  
Signature

President, N.A.  
Title

Randy A. CABLE  
Typed or Printed Name

Corporate  
Seal

**AGREEMENT FOR OPERATIONAL SUPPORT SERVICES**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of OCT 07 2014, 2014, by and between **PALM BEACH COUNTY**, a subdivision of the State of Florida; hereinafter referred to as "COUNTY," and **ORICA WATERCARE, INC.**, a Delaware corporation registered to do business in the State of Florida, hereinafter referred to as "ORICA".

In consideration of the mutual promises contained herein, COUNTY and ORICA agree as follows:

**ARTICLE 1 - SERVICES**

ORICA'S responsibility under this Agreement is to provide operational support services in accordance with the Scope of Work detailed in Exhibit "A", which is attached hereto and incorporated herein.

**ARTICLE 2 - SCHEDULE**

ORICA shall commence services on October 1, 2014 and complete all services by September 30, 2017.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

**ARTICLE 3 - PAYMENTS TO ORICA**

- A. COUNTY shall pay ORICA \$10,000/month for the term of this Agreement for the operational support services set forth in the Scope of Work. Said payments shall be made monthly and shall begin following the first month of the term of this Agreement. Additional services, as set forth in Section 4 of the Scope of Work, shall not be included in this monthly payment and shall, where necessary, be billed separately at the appropriate hourly rate.
- B. Invoices received from ORICA pursuant to this Agreement will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses will be reimbursed in accordance with Section 4 of the Scope of Work. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement. Any travel, per diem, mileage, meals, or

lodging expenses which may be reimbursable under the terms of this Agreement will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

- D. **Final Invoice:** In order for both parties herein to close their books and records, ORICA will clearly state "final invoice" on the ORICA'S final/last billing to the COUNTY. This shall constitute ORICA'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by ORICA.

#### **ARTICLE 4 – TERMS AND CONDITIONS**

COUNTY and ORICA agree that the terms and conditions attached hereto and incorporated herein as Exhibit "B" shall govern this Agreement.

#### **ARTICLE 5 – INSURANCE REQUIREMENTS**

ORICA shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of the Agreement. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by ORICA, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by ORICA under the Agreement.

- A. **Commercial General Liability:** ORICA shall maintain Commercial General Liability, occurrence form, with minimum limits of **\$1,000,000** per occurrence combined single limit for bodily injury, personal injury, and property damage liability. Coverage shall include, but not be limited to, Premises and Operations, Independent Consultants, Products and Completed Operations, Contractual Liability, Personal Injury & Advertising Injury, Medical Payments, and Broad Form Property Damage coverage parts. When applicable, coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included.
- B. **Business Auto Liability:** ORICA shall maintain Business Auto Liability with minimum limits of **\$500,000** per occurrence combined single limit for bodily injury, personal injury, and property damage liability. Coverage shall include all owned autos, hired autos, and non-owned auto liability. If ORICA does not have any owned or specifically insured autos, then ORICA shall maintain only the hired-auto and non-owned auto liability coverage under a separate policy or endorsed to the Commercial General Liability policy.
- C. **Workers' Compensation Insurance & Employer's Liability:** ORICA shall maintain Workers' Compensation & Employer's Liability applying to ALL
-

employees for statutory limits in compliance with Florida Statute Chapter 440 and applicable Federal Laws. Coverage must include Employers Liability with minimum limits of \$100,000 Each Accident, \$500,000 Disease-Policy Limit, and \$100,000 Disease-Each Employee. If ORICA has NO employees, and is NOT in the construction industry, a Certificate of Exemption from the Worker's Compensation Law along with an Affidavit of Independent Contractor status shall satisfy this requirement when provided to and approved by COUNTY's Risk Management Department.

- D. **Professional Liability.** ORICA shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of ORICA most recent annual report or audited financial statement. For policies written on a Claims-Made basis, ORICA warrants the Retroactive Date equals or precedes the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, ORICA shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. ORICA shall agree this coverage shall be provided on a primary basis.

- E. **Additional Insured Clause:** Except as to Workers' Compensation and Employer's Liability and Professional Liability, said the Certificate(s) of Insurance shall clearly confirm that the coverages required by this Agreement have been endorsed to include a CG 2026 Additional Insured - Designated Person or Organization, or similar endorsement, in favor of the COUNTY with the following clause:

Palm Beach County, Board of County Commissioners  
A Political Subdivision of the State of Florida,  
its Officers, Agents, and Employees  
c/o Purchasing Department

- F. **Waiver of Subrogation:** ORICA hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then ORICA shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should ORICA enter into such an agreement on a pre-loss basis.

- G. **Certificates of Insurance:** Within forty-eight (48) hours of the COUNTY's request to do so, ORICA shall deliver to the COUNTY Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. During the term of the Agreement and prior to each subsequent renewal thereof, ORICA shall provide this evidence to the COUNTY prior to the expiration date of each and every insurance required herein. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage.
- H. **Umbrella or Excess Liability:** If necessary, ORICA may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements; herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

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3K-2  
10/24/14

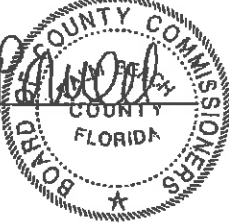
IN WITNESS WHEREOF, COUNTY and ORICA have executed or have caused this Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:

R201411490 OCT 07 2014

Sharon R. Bock, Clerk and Comptroller

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By: [Signature]  
Clerk Deputy  


By: [Signature]  
Priscilla A. Taylor, Mayor

(SEAL)

APPROVED AS TO FORM AND TO  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: [Signature]  
County Attorney

By: [Signature]  
Director of Water Utilities

WITNESS:

ORICA:

[Signature]  
Signature

ORICA WATERCARE, INC.  
Company Name

Janelle Alexander BY:  
Name (type or print)

[Signature]  
Signature

[Signature]  
Signature  
James J Cooper  
Name (type or print)

Randy A. Cable  
Typed Name  
President N.A.  
Title

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. #: 170935  
DATE: 03/23/17

VENDOR 16208

TO: SULLIVAN ENVIRONMENTAL, INC.  
4448 13TH LANE NE  
ST. PETERSBURG, FL 33703

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


REQUISITION NO. 68663	ORDERING DEPARTMENT: SOLID WASTE/AGGA		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	32671.31 DL	INSTALL 11 LANDFILL GAS MONITORING PROBES CITY OF BOYNTON BEACH LANDFILL	1.0000	32671.31

INSTALL ELEVEN (11) LANDFILL GAS MONITORING PROBES  
PER THE TASK ORDER AND SCOPE OF SERVICES PROVIDED  
BY THE CITY.

THIS IS A TIME AND MATERIALS BID.  
COST IS NOT TO  
EXCEED THIS AMOUNT WITHOUT PRIOR  
APPROVAL FROM THE  
CITY OF BOYNTON BEACH. ACTUAL  
TIME AND MATERIALS  
(COST + 15%) WILL BE BILLED.

REMARKS:  
ESTIMATE #413

PROCUREMENT SERVICES:		P.O. TOTAL:	32671.31
ACCOUNT NO. 431-2515-534.49-17	PROJECT		

PURCHASING



PURCHASE REQUISITION NBR: 0000068663

REQUISITION BY: SOLID WASTE/AGGA

STATUS: DEPT APPROVAL

SHIP TO LOCATION: PUBLIC WORKS

REASON: INSTALL 11 LANDFILL GAS MONITORING PROBES

DATE: 3/22/17

LINE  
NBR DESCRIPTION

DELIVER BY DATE: 3/23/17

SUGGESTED VENDOR: 16208 SULLIVAN ENVIRONMENTAL, INC.

QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
----------	-----	--------------	----------------	--------------------

1	INSTALL 11 LANDFILL GAS MONITORING PROBES CITY OF BOYNTON BEACH LANDFILL	32671.31	DL	1.0000	32671.31
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INSTALL ELEVEN (11) LANDFILL GAS MONITORING PROBES  
PER THE TASK ORDER AND SCOPE OF SERVICES PROVIDED  
BY THE CITY.

THIS IS A TIME AND MATERIALS BID. COST IS NOT TO  
EXCEED THIS AMOUNT WITHOUT PRIOR APPROVAL FROM THE  
CITY OF BOYNTON BEACH. ACTUAL TIME AND MATERIALS  
(COST + 15%) WILL BE BILLED.  
COMMODITY: ROADSIDE, GRNDS, REC, PARK  
SUBCOMMOD: LANDFILL SERVICES

REQUISITION TOTAL: 32671.31

ACCOUNT INFORMATION

LINE #	ACCOUNT	OTHER CURRENT CHGS	OTHER CONTRACTUAL SVCS	PROJECT	AMOUNT
1	43125155344917				32671.31

32671.31

32671.31

REQUISITION IS IN THE CURRENT FISCAL YEAR.

APPROVALS

City Manager *[Signature]* Date 3/22/17

Finance Dept *[Signature]* Date 3/22/17

Risk Manager *[Signature]* Date 3-22-17

City Attorney *[Signature]* Date \_\_\_\_\_



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

Date: 3/23/2017

Requesting Department: Public Works/SW

Contact Person: Christine Roberts

**Explanation for Purchase:**

This is an emergency PO request to install 11 landfill gas monitoring probes at the City of Boynton Beach Landfill

Recommended Vendor Sullivan Environmental

Dollar Amount of Purchase \$32,671.31

**Source for Purchase (check and attach backup materials):**

Three Written Quotations

☐

GSA

☐

State Contract

☐

PRIDE/RESPECT

☐

SNAPS

☐

Sole Source

☐

Piggy-Back

☐

Budgeted Item

☐

Emergency Purchase

☒

Other

☐

Contract Number: \_\_\_\_\_

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

**Fund Source for Purchase:**

431-2515-534-49-17

**Approvals:**

Department Head

Christine Roberts

Date

03/24/16

Purchasing Agent

[Signature]

Date

3/23/17

Asst City Manager

[Signature]

Date

4/5/17

City Manager

**Howard, Tim**

---

**From:** Roberts, Christine  
**Sent:** Tuesday, March 21, 2017 4:31 PM  
**To:** Howard, Tim  
**Cc:** Livergood, Jeffrey; Roberts, Christine  
**Subject:** Letter for Lori  
**Attachments:** Message from KM\_C368

OK  
3/21/17

Lori,

Attached is a Task Order and a quote from Sullivan Environmental in the amount of \$32,671.31 to install eleven (11) landfill gas monitoring probes at the old landfill. I am asking that this request be approved as an emergency.

As you are aware there has been an exceedance of the LEL at Probe G-8 that the City (with the assistance of CH2M Hill) is remediating. The Probe G-8 is being monitored daily and the numbers continue to climb. In addition Probe G-7 is now showing signs of methane as well and are currently below the LEL level. It appears the methane is moving. As a result we are proposing to install additional monitors along with escape vented wells to allow the methane to dissipate. The reason for the emergency is that the City needs to move quickly to remediate. Drillers are tentatively in place now to install the probes this Friday and Saturday. If this request is not approved by noon tomorrow the drillers will not be able to do the work this week and the next time they are available is on April 17<sup>th</sup>. Once Sullivan Environmental starts the work it should take approximately 7 days to complete.

If you have any questions please don't hesitate to ask.



Christine Roberts  
Assistant Public Works Director  
Public Works, Administration  
City of Boynton Beach  
222 N.E. 9th Ave. | Boynton Beach, Florida 33435

☎ 561-742-6203

✉ RobertsC@bbfl.us | 🌐 <http://www.boynton-beach.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.

## TASK ORDER 1

### INSTALLATION OF SUPPLEMENTAL LANDFILL GAS MONITORING PROBES AND WELLS AT THE BOYNTON BEACH LANDFILL

This TASK ORDER is issued under the terms and conditions of the CONTRACT FOR CONSTRUCTION SERVICES between the City of Boynton Beach and SULLIVAN ENVIRONMENTAL, INC., Inc. ("CONTRACTOR") executed on August 8, 2016, which is incorporated herein by this reference.

A. SCOPE OF SERVICES

Specific services, which the CONTRACTOR agrees to furnish, are summarized on the attached statement entitled "TASK ORDER NO. 1 SCOPE OF SERVICES". The "Scope of Services" defines the work effort anticipated for this Task Order.

B. TIME OF COMPLETION

Work under this Task Order will begin immediately following acceptance and be completed expeditiously, subject to coordination with the City of Boynton Beach Staff. It is critical the work be performed in as timely a manner as reasonably possible, with the CITY obtaining the necessary permission(s) from private property owners prior to placement of landfill gas monitoring wells on private property, wherever necessary.

C. COMPENSATION

The estimated compensation, not to exceed, is shown on the attached Sullivan Environmental, Inc. Estimate.

D. ACCEPTANCE

By signature, the parties each accept the provisions of this TASK ORDER 1, and authorize the CONTRACTOR to proceed at the direction of the CITY's representative, in accordance with the CONTRACT FOR CONSTRUCTION SERVICES and the SCOPE OF SERVICES. Start date for this project will be no later than ten (10) days after execution of this authorization.

For: SULLIVAN ENVIRONMENTAL, INC.


By:

  
Kristine Sullivan, Vice-President

(Print Name and Title)

For: CITY OF BOYNTON BEACH

By:

  
City Manager or Designee

Dated the 4<sup>th</sup> day of April, 2017

## TASK ORDER 1 SCOPE OF SERVICES

# INSTALLATION OF SUPPLEMENTAL LANDFILL GAS MONITORING PROBES AND WELLS AT THE BOYNTON BEACH LANDFILL

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## SCOPE OF SERVICES

The Contractor will install three (3) landfill gas (LFG) monitoring probes and eight (8) LFG wells at the Boynton Beach Landfill and residential property adjacent to the landfill, with preliminary locations identified in Attachment A and Attachment B. There may be adjustments to the location identified in the field. The following services will be provided under this Task Order:

- Contractor agrees to furnish all materials, equipment, and personnel necessary for the installation of three (3) LFG monitoring probes and eight (8) LFG wells. The probes and wells will be constructed consistent with Attachments C and D. Probes and wells will be installed 2 feet into ground water (ground water is approximately 10 feet below grade).
- As noted, there may be adjustments to locations in the field. However, a plan view with probe and well locations is attached.
- Concrete pads will be provided.
- Contractor agrees to restore areas where work was performed to equal or better condition upon completion of installation of landfill gas monitoring probes. This excludes fencing.

Contractor will construct probe in accordance with the City's Engineer's guidance, as water table depths found at each well location may require modification of the attached landfill gas monitoring probe detail. Contractor, under the City's direction, agrees to perform work only in areas where landowners have provided the City approval for work to be performed.

## HEALTH & SAFETY

The Contractor is advised that decomposing refuse produces LFG which is approximately 50 percent methane by volume. LFG is colorless, can be odorless, may contain hydrogen sulfide, is combustible and contains no oxygen. LFG can also migrate through soil near the landfill. The Contractor is advised of the need for precautions against fire, explosion and asphyxiation.

Prior to the initiation of work, the Contractor shall submit a Site Specific Health and Safety Plan adhering to the following:

- The Contractor is solely responsible for the health, safety, and protection of all onsite personnel during the performance of the work. The Contractor shall perform the work

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specified in these Contract Documents in accordance with the health and safety requirements specified herein, including the current edition of the standard operating safety guide: NIOSH guidance manual, and all federal, OSHA, state, and local health and safety regulations, including OSHA regulations for hazardous waste site work. It shall be the responsibility of the Contractor to be familiar with the required health and safety regulation in the performance of this work.

- The Contractor shall provide a Health and Safety Officer other than the site Superintendent to implement, monitor, and enforce the health and safety plan. The Health and Safety Officer shall have a sound working knowledge of federal and state occupational safety and health regulations and formal training in occupational safety and health adequate to comply with current OSHA requirements.
- The Health and Safety Officer may implement requirements in addition to those specified herein.
- Should any unforeseen or site specific safety concern, hazard or condition become evident during the performance of the work, the Contractor shall take immediate and prudent action to establish and maintain safe working conditions and to safeguard site personnel, the public, and the environment. The Contractor shall also immediately inform the Owner and Engineer of such a condition.

## **ASSUMPTIONS**

The following assumptions apply to this Work Order:

- City will coordinate access to Private owned property and the landfill site
- Contractor will obtain any necessary permits, if required
- Contractor will conduct a locate with respect to underground utilities
- Contractor is notified that this work may occur in areas of landfill gas and shall implement appropriate safety measures

## **ADDITIONAL SERVICES**

Provide additional services as authorized by Work Order, Task Order or amendment to this Work Order. Additional services may include, but are not limited to, the following:

- Attendance at meetings – via phone is acceptable

## **COMPENSATION**

The estimated compensation for TASK ORDER NO 1 is shown on the attached Sullivan Environmental, Inc. Estimate.

City reserves the right to increase the number of probes per a change order for an additional fee.

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## **COMPLETION DATES**

It is anticipated that the work will be completed within 7 days of notice to proceed



4448 13TH LN NE  
ST. PETERSBURG, FL 33703

# Estimate

Date	Estimate #
3/15/2017	413

## Name / Address

City of Boynton Beach  
100 E. Boynton Beach Blvd.  
Boynton Beach, FL 33435

Description	Qty	Cost	Total
City of Boynton Beach Landfill, Boynton Beach, FL			
Project: Install eleven (11) landfill gas monitoring probes per the Task Order and Scope of Services provided by the City.			
This is a time and materials bid.			
Cost is not to exceed this amount without prior approval from the City of Boynton Beach.			
Actual time and materials (cost + 15%) will be billed.			
Hourly Bill Rate - Superintendent	52	95.00	4,940.00
Hourly Bill Rate - Project Manager/Health & Safety Officer per Scope of Services	74	95.00	7,030.00
Mileage			
Per Diem	2,000	0.535	1,070.00
Hotel	13	30.00	390.00
Drilling Services and Probe Materials (includes mob/demob for drill crew)	8	289.00	2,312.00
Sod - 1 Pallet	11	1,327.21	14,599.31
Equipment Rental - Dingo	1	530.00	530.00
Underground Utility Locate (only to be used if we can not use 811)	1	880.00	880.00
	1	920.00	920.00
<b>Total</b>			<b>\$32,671.31</b>

Customer Signature \_\_\_\_\_



5-0

7.A  
BIDS AND PURCHASES OVER \$100,000  
7/5/2016



## CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 7/5/2016

### REQUESTED ACTION BY COMMISSION:

PROPOSED RESOLUTION NO. R16-083 - Authorize the City Manager to enter into a time and materials construction contract with Sullivan Environmental of St. Petersburg, Florida, for the purpose of landfill cap repair and installation of landfill gas monitoring wells. The cost of the contract not to exceed the amount of \$361,053.88.

### EXPLANATION OF REQUEST:

At its December 1, 2015 City Commission meeting, the City Commission awarded a design contract (Task Order R13-083-09) to CH2M-HILL for the design and oversight of landfill cap repair. This task order was awarded in response to a Consent Order between the City of Boynton Beach and the Palm Beach County Health Department that created specific tasks relative to landfill cap repair.

On April 19, 2016, the City Commission amended this task order to include design for synthetic liner repair and landfill gas monitoring stations. Design work was completed and the City issued Bid #047-2515-16/JMA. Bids were advertised publicly and contractors known to perform this work were made aware of the bid. A non-mandatory pre-bid site meeting at the landfill was conducted on May 10, 2016. Sullivan Environmental was the only contractor that attended.

Bids were due May 24, 2016 and regretfully the City did not receive any bids. Even though bids were not received, the Consent Order with Palm Beach County continues to govern our actions. As such, the City contacted Sullivan Environmental to learn why the company chose not to bid. John Sullivan, VP of Sullivan Environmental, advised that he chose not to bid because he believed the engineer's probable cost was high and he was concerned that he was overlooking something that could have significant cost consequences for his company. Mr. Sullivan advised that he would consider performing the work according to a time and material contract.

Because the City prepared and advertised a formal request for bids, staff is of the opinion that the City can award a contract to Sullivan Environmental. There was pronounced staff effort to procure bids. The bid documents were thorough and clearly defined the work needed to comply with the Consent Order. Sullivan Environmental will comply with all aspects of the bid documents with the lone exception being method of payment being time and material.

Upon further discussion about project scope with CH2M-HILL and Sullivan Environmental, Sullivan Environmental has submitted a proposal to perform the work according to the specifications contained in the prepared bid documents referenced prior. Sullivan Environmental proposes to perform the requested work in the cost not exceed amount of \$361,053.88. This assumes no unforeseen work conditions. It is important to note that CH2M-HILL's engineer's estimate for the work was \$448,441. Thus, Sullivan Environmental's proposal is deemed cost reasonable by City staff and by CH2M-HILL as noted in their attached letter.

A time and material contract is a very good way to proceed with this work. Essentially, the City will pay only for itemized costs incurred by the contractor with a 15% markup for overhead and profit. These costs will be documented via payroll records, equipment hours of operation and material costs. City Staff has significant input regarding contractor means and methods thus staff will be monitoring every facet of contractor work and associated costs.

Staff recommends that the City Commission authorize the City Manager to enter into a time and material construction contract in the cost not to exceed amount of \$361,053.88 with Sullivan Environmental of St. Petersburg, Florida, for the purpose of landfill cap repair and installation of landfill gas monitoring wells.

Sullivan Environmental believes that the final project cost will be below the recommended award amount.

**HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?** This work will allow the City to comply with requirements set forth in the Consent Order with the Palm Beach County Health Department.

**FISCAL IMPACT:** Budgeted

This project is being funded in the Solid Waste Fund, once project is complete staff will prepare any needed budget transfer/amendment prior to the end of the fiscal year.

**ALTERNATIVES:** Do not perform the contract work and risk monetary penalties of \$100 per day for each calendar day that the City is non-compliant as outlined in the Consent Order with the Palm Beach County Health Department.

**STRATEGIC PLAN:**

**STRATEGIC PLAN APPLICATION:**

**CLIMATE ACTION:** No

**CLIMATE ACTION DISCUSSION:**

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**Is this a grant?** No

**Grant Amount:**

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**CONTRACTS**

**VENDOR NAME:** Sullivan Environmental

**START DATE:**

**END DATE:**

**CONTRACT VALUE:** \$361,053.88

**MINORITY OWNED CONTRACTOR?:** No

**EXTENSION AVAILABLE?:** No

**EXTENSION EXPLANATION:**

**ATTACHMENTS:**

Type	Description
D Resolution	Resolution approving a Time and Materials Construction Contract with Sullivan Environmental for landfill cap repair
D Contract	Contract Sullivan
D Quotes	Sullivan Environmental Proposal
D Memo	CH2MHILL Recommendation
D Memo	Engineer Cost Estimate
D Attachment	Agenda Item April 19
D Attachment	Task Order Amendment for Gases and Liner
D Attachment	Agenda Item December 2015
D Attachment	Consent Order
D Attachment	Aerial Photo of Landfill

**REVIEWERS:**

Department	Reviewer	Action	Date
Public Works-Engineering	Livengood, Jeffrey	Approved	6/24/2016 - 3:10 PM
Finance	Howard, Tim	Approved	6/28/2016 - 4:30 PM
Legal	Swanson, Lynn	Approved	6/30/2016 - 1:53 PM
Finance	Howard, Tim	Approved	6/30/2016 - 2:00 PM
City Manager	Howard, Tim	Approved	7/1/2016 - 7:40 AM

R16-083

**CONTRACT FOR CONSTRUCTION SERVICES**

THIS CONTRACT, made and entered into this 8 day of August, 2016, by and between the CITY OF BOYNTON BEACH, a municipal corporation of Florida, hereinafter called the "City" and SULLIVAN ENVIRONMENTAL, INC. of St Petersburg, FL.

Check One:

a Florida Corporation ☒  
a Florida General Partnership ☐  
a Florida Limited Partnership ☐  
a Sole Proprietor ☐

hereinafter called "CONTRACTOR".

WITNESSETH that under the due procedure of law, no bids were received in response to the solicitation: Bid No. 047-2515-16/JMA for the performance of work and supplying materials, described in the bid documents, and Commission has determined that the proposal in the total amount of a *Not to Exceed* \$361,053.88 submitted by SULLIVAN ENVIRONMENTAL, INC. was the best and most desirable proposal, and has authorized the execution of this contract.

NOW, THEREFORE, in consideration of these premises and the mutual conditions and covenants contained herein, the parties agree as follows:

**1.0 AGREEMENT**

- 1.1 The CITY does award the contract to and does hire and employ the CONTRACTOR and the CONTRACTOR does accept the award, predicated upon the proposal of the CONTRACTOR, dated 6-21-2016, which is hereby incorporated by reference into this agreement, and the CONTRACTOR does agree to furnish the necessary labor, tools, equipment, materials and supplies, etc., and to perform all the work as described in the bid, contract documents, bond documents, plans and specifications for:

Bid Title: BOYNTON BEACH LANDFILL POST CLOSURE COVER  
SYSTEM REPAIRS  
Bid Number: 047-2515-16/JMA

the City of Boynton Beach, Florida, all of which are incorporated herein by reference time and material bid not to exceed as specified in CONTRACTOR'S proposal in the amount of: \$361,053.88.

## 2.0 SCOPE OF SERVICES

- 2.1 CONTRACTOR further agrees to furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, and other accessories and services necessary to complete said project in accordance with the conditions and prices as stated in the contract, General Conditions for Construction, and Supplementary Conditions for Construction, plans which include all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof as contained in the bid, contract documents and specifications for the project.
- 2.2 All the work and labor performed under this contract shall be performed, and all of the material furnished shall be, in strict conformity with said plans and specifications, and CONTRACTOR accepts and consents to the conditions contained in said plans and specifications and expressly agrees to comply with every requirement and stipulation therein contained to be performed by the party contracting to do said work.
- 2.3 The CONTRACTOR further agrees to furnish all tools, equipment, materials and supplies and to do all the work above mentioned in a first-class, substantial and workmanlike manner, and in conformity with the detail for said work on file in the office of the City Engineer of the City and strictly in accordance with the specifications, general stipulations and plans which are hereby referred to and made a part of this contract, as well as to the satisfaction of the City Commission and City Engineer of the said City, and in strict obedience with the directions which may be given by the City Manager or his authorized representative, at and for the prices herein plainly set forth.
- JD* *KS* ~~2.4 Upon receipt of written notification from the CITY, to correct any defective or faulty work or materials which may appear within one (1) year after completion of the contract and receipt of final payment. CONTRACTOR shall make the necessary corrections within ten (10) days of receipt of the written notice.~~
- 2.5 To comply with the provisions of Section 255.05, Florida Statutes, if applicable.
- 2.6 To pay promptly, before final settlement, any and all claims or liens incurred in and about this work. Furnish release of liens forms from all subcontractors and suppliers of materials. Forms to be supplied by CITY.
- 2.7 The CONTRACTOR shall remove and clean up all rubbish, debris, excess material, temporary structures, tools and equipment from streets, alleys, parkways and adjacent property that may have been used or worked on by the CONTRACTOR in connection with the project promptly as such section or portion is completed and ready for use, leaving the same in a neat and presentable condition.
- Payment of monthly or partial estimates may be withheld until this has been done to the satisfaction of the City Engineer. Final acceptance and payment for the entire project will not be made until the site is satisfactory to the CITY.
- 2.8 The CONTRACTOR shall at all times observe and comply with the provisions of

the charter, ordinances, codes and regulations of the City of Boynton Beach, Florida.

- 2.9 Upon completion of the work, the City Engineer shall satisfy himself, by examination and test, that the work has been fully completed in accordance with the plans, specifications and contract documents. When the City Engineer is so satisfied, he shall recommend acceptance thereof to the City Manager, who shall, if he agrees with such recommendation, present the final payment application to City Commission for review and vote to formally accept the project. The right of general supervision of the CITY as hereinafter provided under "authority of the engineer" shall not make the CONTRACTOR an agent or employee of the CITY, but the CONTRACTOR, shall at all times, and in all respects have the rights and liabilities of an independent contractor.
- 2.10 After the cleaning up of the work, premises, streets, alleys, or other areas of structure in anyway connected with the performance of the contract, the work as a whole shall be inspected by the City Engineer, and any workmanship or material found not meeting the requirements of the specifications shall be removed by or at the expense of the CONTRACTOR and good and satisfactory workmanship or material substituted therefore. All settlement, defects or damage upon any part of the work shall be remedied and made good by the CONTRACTOR.
- 2.11 The CONTRACTOR will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof, and will be required to make good at his own cost any damage or injury occurring from any cause.

### **3.0 COMMENCEMENT OF WORK**

- 3.1 CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in the written "Notice to Proceed" of the CITY and to fully complete the project within 90 calendar days following the commencement date as specified in same.
- 3.2 Time is the essence of the contract. In the event the CONTRACTOR shall fail in the performance of the work specified and required to be performed within the time limit set forth in the contract, after due allowance for any extension or extensions of time made in accordance with herein before set forth, the CONTRACTOR shall be liable to the CITY, as liquidated damages and not as penalty, in the amount stipulated therefore in the General Conditions for Construction or in other documents for each and every calendar day that the CONTRACTOR shall be in default of completion.

The CITY shall have the right to deduct said liquidated damages from any amount due, or that may become due the CONTRACTOR, or to collect such liquidated damages from the CONTRACTOR or his Surety.

- 3.3 CONTRACTOR shall, as soon as practicable after signature of contract, confirm

with City Engineer in writing, the names of subcontractors as originally proposed for principal parts of work, and for such others as City Engineer may direct. Contractor shall not employ any that City Engineer may, within a reasonable time, object to as incompetent or as unfit.

#### 4.0 LIQUIDATED DAMAGES

- 4.1 The CONTRACTOR further agrees <sup>thirty (30) Bjt</sup> to pay \$500.00 per day as liquidated damages, for failure to begin within ~~ten (10)~~ days of "Notice to Proceed" or failure to complete the work within 90 calendar days from the commencement date to be indicated in the written "Notice to Proceed"

#### 5.0 PROTECTION OF EXISTING FACILITIES

- 5.1 The CONTRACTOR warrants that prices include the protection and continuous use of all existing sewers, conduits, drains, pipes, buildings, walks, bridges, guard rails and other construction encountered, and the prompt repairing of any damage done to them during the progress of the work, or from insufficient support thereafter; also all the filling, backfilling, tamping, ramming, puddling and consolidating; the removal and disposal of all rubbish and surplus material; also all pumping bailing draining or unwatering of all excavations, incidental to the execution of the work; also the furnishing of all necessary labor, tools, equipment, materials and supplies, etc. and the performance of the whole work mentioned in the detailed plans and specifications necessary to give a finished result, and including all expense incurred in or in consequence of the suspension or discontinuance of the said work specified and a faithful compliance with each and every one of the requirements of the contract and for the maintenance of the entire work and construction in good condition and repair until final acceptance.
- 5.2 The CONTRACTOR shall assume full responsibility and expense for the protection of all public and private property, structures, water mains, sewers, utilities, etc., both above and below ground, at or near the site or sites of the work being performed under the contract, or which are in any manner affected by the prosecution of the work or the transportation of men and materials in connection therewith. The CONTRACTOR shall give reasonable written notice in advance to the department of the CITY having charge of any property or utilities owned by the CITY and to other owner or owners of public or private property or utilities when they shall be affected by the work to be performed under the contract, and shall make all necessary arrangements with such department, departments, owner or owners for the removal and replacement or protection of such property or utilities.

#### 6.0 INDEMNIFICATION

- 6.1 The CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of CONTRACTOR, its agents, servants, or employees in the performance of services under this Agreement.

**6.2** CONTRACTOR shall indemnify and save harmless and defend CITY, its agents, servants and employees from against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and appellate attorney's fees) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the CITY, its agents, servants or employees arising from this contract or its performance. The CONTRACTOR and the CITY hereby agree and covenant that the CONTRACTOR has incorporated in this original bid, which constitutes the contract sum payable by the CITY to the CONTRACTOR, specific additional consideration sufficient to support this obligation of indemnification provided for in this paragraph. It is the CITY'S and CONTRACTOR'S full intention that this provision shall be enforceable and said provision shall be in compliance with Florida Statute 725.06.

**6.3** The execution of this Agreement by the CONTRACTOR shall obligate CONTRACTOR to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth herein. However, the indemnification provision, and the insurance provision contained in this Contract are not interdependent of each other, each one is separate and distinct from the other.

**6.4** The obligation of the CONTRACTOR to indemnify the CITY is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the CITY or the CONTRACTOR.

## **7.0 PAYMENT BY CITY**

**7.1** The CITY agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions as provided in the specifications.

## **8.0 CHANGES IN THE WORK**

**8.1** The CITY, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

**8.2** All change orders and adjustments shall be in writing and approved by the City Manager or City Commission if required, otherwise, no claim for extras will be allowed.

**8.3** The General Contractor and all of his subcontractors shall be apprised of, and familiar with, the following conditions and procedures governing extra work under the Contract:

**8.3.1** Any change order has to be recommended by the City Manager and



officially approved by the City Commission before any steps are taken to implement the change order.

8.3.2 Should the CONTRACTOR or any of his subcontractors commence with the work without making a claim in writing for unforeseen extra work he encounters, it will be construed as an acceptance and agreement by him that any such work is required under the contract and no future claim for extras will be considered or allowed by the CITY.

8.3.3 No claim for extra work will be allowed unless and until authority for same by written Change Order has been obtained from the City Manager or the City Commission of Boynton Beach, if necessary, which authorization will be signed by the Mayor.

8.3.4 Changes in the work directed in writing by the CITY'S Representative under the following procedures shall become a part of the Contract by a written Change Order.

8.3.5 Information regarding changes in the work involving claims to the CITY for additional work, credits, and/or adjustments under the contract shall be promptly transmitted in writing by the General CONTRACTOR to the CITY'S Representative with full explanations and justifications for his consideration in preparing a Change Order to the Contract.

8.4 The value of any change ordered under the Contract for extra work and/or any reductions in work required, shall be determined under one or more of the following procedures before a written Change Order is issued:

8.4.1 By such applicable unit prices, if any, as are set forth in the Contract except in those cases where increases in quantities exceed fifteen (15) percent of the original bid quantity and the total dollar change of that bid item is significant in the opinion of the Engineer, the unit price shall be subject to review to determine if a new unit price should be negotiated; or

8.4.2 If no such unit prices are set forth, then by a lump sum or other unit prices mutually agreed upon by the CITY and the CONTRACTOR; or

8.4.3 By cost reimbursement, which is the actual cost for labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work plus fifteen (15) percent to cover the cost of general overhead and profit. For all labor and foreman in direct charge of the authorized operations, the CONTRACTOR shall receive the current local rate of wages to be agreed upon in writing before starting such work, for each hour said labor and foreman are actually engaged thereon. An upper limit of total cost and of profit shall be agreed upon and shall not be exceeded unless approved by the CITY.

8.4.3.1 The CONTRACTOR shall submit sufficient cost and pricing data to enable the Engineer to determine the necessity and reasonableness of costs and amounts proposed and the

allowability and eligibility of costs proposed.

8.4.3.2 The CONTRACTOR shall have an accounting system which accounts for such costs in accordance with generally accepted accounting principles. This system shall provide for the identification, accumulation and segregation of allowable and unallowable Change Order costs.

8.4.3.3 Where it is indicated that the Contract is federally or State assisted, the CONTRACTOR'S attention is directed to the applicable rules and regulations relative to cost principles which must be used for the determination and allowability of costs under grant.

8.4.3.4 In no case shall fringe benefit costs on direct labor costs exceed forty (40) percent of direct labor costs.

8.4.3.5 In no case shall the CONTRACTOR and Subcontractors' general overhead and profit in the aggregate exceed fifteen (15) percent of the total cost of direct labor, fringe benefits, direct overhead, materials, supplies, equipment and directly related services supplied by him. Among the items considered as general overhead are bonds, insurance, incidental job burdens, supervision and general office expenses.

8.4.3.6 In no case shall the CONTRACTOR'S cost for administering subcontracts exceed five (5) percent of the subcontractors' cost not including subcontractors' profit.

8.4.3.7 For special equipment and machinery such as power driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economical performance of the authorized work, the CONTRACTOR shall receive payment based on the agreed rental price for each item of equipment and the actual time of its use on the work provided that the rental price shall not exceed the current rates published by the Equipment Guide Book Company in the Blue Book, "Rental Rates for Construction Equipment". Rate shall be daily, weekly or monthly as appropriate.

8.4.3.8 Records of extra work done shall be reviewed at the end of each day by the CONTRACTOR and the Engineer. Such daily records shall clearly distinguish between the work done under the contract and that done under the Change Order. Duplicate copies of the accepted daily records shall be made, signed by the CONTRACTOR and the Engineer and one copy retained by each.

8.5 Claim of payment for extra work shall be submitted by the CONTRACTOR upon certified statement supported by receipted bills. Such statements shall be submitted for the current contract payment for the month in which the work was done. No claim for extra work shall be allowed unless that same was ordered, in

writing, as aforesaid and the claim presented at the time of the first estimate after the work is completed.

- 8.6 No Field Change Directive or Change Order shall be authorized by the Project Manager if the Contractor has added language to the Field Change Directive or Change Order or to any cover letter, e-mail, facsimile, or other written document which accompanies the Field Change Directive or Change Order in which the contractor attempts to reserve any future right or claim arising out of the work which is the subject of the Field change Directive or Change Order.

## **9.0 INSURANCE**

- 9.1 The CONTRACTOR shall maintain during the term of this contract commercial liability, motor vehicle, and property damage insurance, acceptable to the CITY, covering the work contracted and all operations connected herewith, and whenever any of the work in the contract is to be sublet, CONTRACTOR'S contingent or protective liability and property damage insurance. Such insurance shall provide limits not less than those set forth on the insurance requirement schedule included in the bid documents and naming the City of Boynton Beach as an "Additional Insured" with respect to General Liability.
- 9.2 Required insurance shall be documented in a certificate of insurance which provides that the CITY of Boynton Beach shall be notified at least fifteen (15) days in advance of cancellation, nonrenewal or adverse change. Contractor agrees to furnish policies if Certificate of Insurance is not acceptable.
- 9.3 The CONTRACTOR shall take all necessary precautions to prevent the generation of loud, unnecessary noise in conjunction with his operations at the work site. Internal combustion engines used with construction equipment shall be equipped with mufflers, as required by the Code of the City of Boynton Beach, and the CONTRACTOR shall comply with all requirements of this Code as they pertain to prevention of noise. No pile driver, excavating or other construction equipment, pneumatic hammer, derrick, the use of which is attend by loud or unusual noise, shall be operated between the hours of 6:00 P.M. and 7:00 A.M., except by written permission of the City Manager, and then only in case of emergency.

## **10.0 GUARANTEE AND WARRANTIES**

- 10.1 All the work shall be guaranteed to remain in good condition for one year from date of acceptance.

## **11.0 TERMINATION OF CONTRACT**

- 11.1 If the work to be performed under the contract is assigned by the CONTRACTOR other than provided for herein; If the CONTRACTOR should be adjudged as bankrupt; If a general assignment of his assets be made for the benefit of his creditors; If a receiver should be appointed for the CONTRACTOR or any of his property; If at any time the Engineer shall certify in writing to the

City Manager that the performance of the work under the contract is being unnecessarily delayed or that the CONTRACTOR is willfully violating any of the conditions, provisions, or covenants of the contract, plans or specifications, or that he is executing the same in bad faith or otherwise not in accordance with the terms of the contract; if the work be not fully completed within the time named for its completion or within the time to which such completion date may be extended; or if other just causes exist, the City Manager may serve ten (10) days' written notice upon the CONTRACTOR of the intent to terminate the contract for the CITY and if the CONTRACTOR shall not, prior to the effective date of termination set forth in such notice, take such measures as will, in the judgment of the City Manager, ensure the satisfactory performance of the work, the City Commission and the City Manager may declare the contract terminated on the effective date specified in such notice, or any date subsequent thereto. In the event of such termination, the City Manager shall notify the CONTRACTOR and Surety and the CONTRACTOR shall immediately respect such notice and stop work and cease to have any right to the possession of the ground and shall forfeit his contract. Upon such termination, the City Manager shall provide the Surety with written notice of the CITY'S action and the Surety shall within ten (10) days of receipt of said notice remedy the default or the Surety shall as expeditiously as possible:

11.1.1 Complete the contract in accordance with its terms and conditions, or

11.1.2 Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety and the CITY of the lowest responsible bidder, make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts or completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by CITY to CONTRACTOR under the contract and any amendments thereto, less the amount properly paid by CITY to CONTRACTOR.

## **12.0 CONTRACT CONTROLS**

12.1 The subject contract between the CITY and the CONTRACTOR shall supersede any and all documents executed between the parties relative to the project. In the event of any inconsistencies, the terms, provisions and conditions set forth in the subject contract shall supersede all other documents and shall be controlling.

## **13.0 TIME OF ESSENCE**

13.1 Inasmuch as the provisions hereof, and of the plans and specifications herein, and of all the other contract documents relating to the times of performance and completion of the work are for the purpose of enabling the CITY to complete the construction of a public improvement in accordance with a predetermined program, all such time limits are of the essence of the contract.

#### 14.0 REMEDY FOR DELAY

- 14.1 In the event of any delay in the project caused by any act or omission of the CITY, its agents or employees, by the act or omission of any other party, or delay caused by weather conditions or unavailability of materials, the sole remedy available to CONTRACTOR shall be by extension of the time allocated to complete the project. No monetary damages shall be claimed or awarded to CONTRACTOR in association with any delay in the project caused by an act or omission of the CITY, its agents or employees.
- 14.2 Failure on the part of CONTRACTOR to timely process a request for an extension of time to complete the work shall constitute a waiver by CONTRACTOR and CONTRACTOR shall be held responsible for completing the work within the time allocated by this contract.
- 14.3 All requests for extension of time to complete the work shall be made in accordance with the General Conditions for Construction.
- 14.4 For the purpose of this section the phrase "the CITY, its agents and employees" shall include but shall not be limited to the Engineer, project manager and consulting engineers.

IN WITNESS WHEREOF, the CITY has caused these presents to be signed by its City Manager, attested by the City Clerk with the Corporate Seal of the said CITY and the CONTRACTOR has executed these presents the day and year herein before written.

DATED this 9th day of August, 2016.

CITY OF BOYNTON BEACH

Lori LaVerriere  
Lori LaVerriere, City Manager

Approved as to Form:

James A. Cherof, City Attorney  
James A. Cherof, City Attorney

Attest/Authenticated:

Judy Pyta  
Judy Pyta, Interim City Clerk

CONTRACTOR:

By: \_\_\_\_\_

Kristine Sullivan, Vice President  
(Print Name and Title)

STATE OF FLORIDA

COUNTY OF Pinellas

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements personally appeared Kristine Sullivan, and acknowledged He/She executed the foregoing Addendum to Agreement for the use and purposes mentioned in it, and that the instrument is His/Her act and deed.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this 27<sup>th</sup> day of July 2016.

Marie E. West  
NOTARY PUBLIC

My Commission Expires: 4-15-18



Marie E. West  
State of Florida  
MY COMMISSION # FF 119044  
Expires: April 15, 2018

**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. #: 161393  
 DATE: 08/10/16

VENDOR 16208

TO: SULLIVAN ENVIRONMENTAL, INC.  
 4448 13TH LANE NE  
 ST. PETERSBURG, FL 33703

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

REQUISITION NO. 57220	ORDERING DEPARTMENT: PW/ENGINEERING		INQUIRIES REGARDING PURCHASE ORDER CALL 1561/742-8310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	361053.88	DL	BOYNTON BEACH LANDFILL POST-CLOSURE COVER SYSTEM REPAIRS; per Bid No. 047-2515-16/JMA. Time and materials proposal to include all labor, materials, equipment, and other items, facilities, services, and incidentals for proper execution and completion of the scope of work as presented in the Contract Documents.  Actual time and materials (cost plus 15%) will be billed. Resolution R16-083.	1.0000	361053.88



REMARKS:  
 Commission approved July 5, 2016.

8/17/16 - Invoice # 1737 \$12,456.80  
 10/27/16 - Invoice # 1759 \$34,433.64  
 11/23/16 - Invoice # 1764 \$185,448.10  
 12/3/16 - Invoice # 1782 \$121,505.25  
 1/19/17 - Invoice # 1795 \$6,810.09

PROCUREMENT SERVICES:	P.O. TOTAL: 361053.88
ACCOUNT NO. 431-2515-534.49-17	PROJECT

DEPARTMENT

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. #: 170959  
DATE: 03/29/17

VENDOR 16223

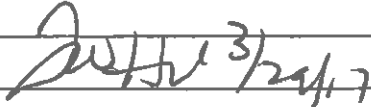
TO: ACHIEVE  
FORTE INTERACTIVE INC  
313 DATURA ST., STE 300  
WEST PALM BEACH, FL 33401

SHIP TO:  
City of Boynton Beach  
CITY MANAGER OFFICE  
100 E. BOYNTON BCH BLVD  
BOYNTON BEACH, FL 33435

REQUISITION NO. 68691	ORDERING DEPARTMENT: CITY MANAGER OFFICE/JOHN		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	24375.00	DL	WEBSITE DEVELOPMENT PROJECT * Custom design * Site Building * QA/Testing * Infrastructure Setup/ Deployment * CMS Training  Payment Terms * Project Kickoff - 50% * Delivery Milestone - 40% * Launch (client scheduled) - 10%	1.0000	24375.00

REMARKS:

PROCUREMENT SERVICES:		P.O. TOTAL:	24375.00
ACCOUNT NO. 001-1212-519.49-17	PROJECT		

PURCHASING



PURCHASE REQUISITION NBR: 0000068691

STATUS: DEPT APPROVAL  
REASON: WEBSITE DEVELOPMENT

DATE: 3/24/17

SUGGESTED VENDOR: 16223 ACHIEVE

DELIVER BY DATE: 9/30/17

REQUISITION BY: CITY MANAGER OFFICE/JOHN

SHIP TO LOCATION: CITY MANAGER

LINE  
NBR DESCRIPTION

QUANTITY UOM UNIT COST EXTEND COST VENDOR PART NUMBER

1 WEBSITE DEVELOPMENT PROJECT 24375.00 DL 1.0000 24375.00

- \* Custom design
- \* Site Building
- \* QA/Testing
- \* Infrastructure Setup/ Deployment
- \* CMS Training

Payment Terms  
\* Project Kickoff - 50%  
\* Delivery Milestone - 40%  
\* Launch (client scheduled) - 10%  
COMMODITY: MISC PROFESSIONAL SERVICE  
SUBCOMMOD: MARKETING SERVICES

REQUISITION TOTAL: 24375.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	OTHER CURRENT CHGS	PROJECT	%	AMOUNT
1	00112125194917	OTHER CONTRACTUAL SRVS		100.00	24375.00
					24375.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

Three requests for quotes were sent via email to  
Woo Creative - no response  
Glavona Design - no response  
Achieve Agency - \$24,375.00

APPROVALS

City Manager	<u>JS</u>	Date	<u>3/28/17</u>
Finance Dept	<u>WJH</u>	Date	<u>3/28/17</u>
Risk Manager		Date	
City Attorney		Date	



# CITY OF BOYNTON BEACH

## REQUEST FOR PURCHASE OVER \$10,000

Date: March 27, 20017

Requesting Department: City Manager's Office Contact Person: Eleanor Krusell

### Explanation for Purchase:

Website Development Project - Custom Design, Site Building, QA/Testing, Infrastructure Setup/Deployment, and CMS Training

Recommended Vendor Achieve

Dollar Amount of Purchase \$24,375.00

### 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:

001-1212-519.49-17 - Communications Budget - Contractual Services

### Approvals:

Department Head [Signature]

Date 3 - 27 - 17

Purchasing Agent [Signature]

Date 3/27/17

Asst City Manager \_\_\_\_\_

Date \_\_\_\_\_

City Manager [Signature]

Date 3/28/17



# City of Boynton Beach

Website Rebuild Quote

3.10.2017

---

**LEARN MORE.**  
**DO MORE.**  
**CHANGE MORE.**

## ABOUT ACHIEVE

Founded in 1999, West Palm Beach based Achieve has established itself as a leading solutions provider dedicated to helping our clients further their mission, reach their people and realize their goals. We learn everything we can about you: your story, where you've been and where you want to go. Combining what we uncover about your organization's needs with our industry knowledge, we establish and execute your solution through powerful messaging and design. With what we've learned together, our talented team of writers, designers and developers bring your company's story to life in a way that motivates your audience to act.

With creativity, curiosity and intelligence, our strategy, design, technology and support teams are constantly evaluating how the latest digital trends can help move you forward in new and effective ways. For Brown Distributing, we are more than a vendor or a consultant. We become a partner in your mission and a champion in your success.

The company has been named to the South Florida Business Journal Top 25 Website Design Companies for four years in a row, as well as the Inc. 5000 List of Fastest Growing Companies in America for two years in a row.

### Reference Sites – Recent Work

#### City of Tampa

- <http://www.tampagov.net/>
- Design, Project Management, Drupal Site Building, Custom Integration

#### Palm Beach Real Estate Guide

- <https://www.palmbeachguide.com/>
- Design, Project Management, Drupal Site Building, Custom Integration

#### Funky Buddha Brewery

- <https://funkybuddhabrewery.com/>
- Design, Project Management, Drupal Site Building, Custom Integration



## PROJECT SCOPE

Redesign and rebuild the City's website on the Drupal 8 Content Management System.

## DELIVERABLES

### Website Objectives

- Leverage best practices in website usability and design
  - Fresh, up-to-date design
  - Simple and intuitive navigation for users
- Ensure brand positioning and unique value propositions are being communicated in the most compelling way
- Implement best practices in landing page(s) layout and design to maximize conversion of visitors
- Support and be the main call to action for all digital and traditional marketing programs
- Build prospect email database through email CTA form
- Integrate with company's social media
  - Easy content sharing
  - Access to company social media presence
- Ensure website is optimized for organic search (SEO)
- Ensure website is optimized for desktop, tablets and smartphones.
- Provide an intuitive back-end content management system for easy management by the in-house staff
- Establish a solid website platform to support future marketing and web initiatives

### Website Technical Requirements

- Compliance with, at minimum, WCAG 2.0 AA, published by the World Wide Web Consortium (W3C) and Web Accessibility Initiative (WAI)
- CMS (Content Management System/Framework): Built on Drupal 7.54 (or higher)
- Develop Drupal theme and templates using new design specifications
- Implement responsive web design methods ensuring that website is fully "device/viewport/browser agnostic"
- Use HTTPS to encrypt all connections

### Website Platform

- Achieve will utilize the Drupal 8 Content Management System (CMS) for easy administration and management of all site content
- The Power of Drupal:
  - Open-Source, non-proprietary and license free
  - Web-based administration for easy management and configuration
  - Integrated WYSIWYG content editor
  - Captcha/HoneyPot anti-form spam prevention
  - Search engine friendly out of the box
  - Extensible and scalable, can grow with your company and web needs
  - Large install base with readily available resources
  - Multi-language support
  - Mobile ready



- Front-end content caching and back-end code/data caching for improved performance
  - Much more robust platform than other CMS's such as WordPress or Joomla
- Major websites running on Drupal: MSNBC.com, Weather.com, Whitehouse.gov, commerce.gov, emmys.com, grammy.com, and preakness.com

## Design & Theme

- Design developed by Achieve will be utilized for this project.

## Site Content

- Configurable home page with featured hero image, products and promotions
- Site navigation and taxonomy development and implemented with best practices in usability
- Configure page SEO meta-tag attributes including:
  - Standard tags
    - URL, title, description, keywords, image alt and title
  - Open Graph tags
  - Twitter Cards
- Social Media
  - Sharing capabilities for any content where appropriate
  - Setup additional social media accounts as needed
- Custom Content Types
  - Basic Pages
  - Documents
  - Meetings with Category
  - News with Category
  - Events with Category
  - Locations with Category, Address and Geo-Location Data
  - Webforms configurable by site administrators
  - Documents
  - Media for Galleries photos and videos
    - Note: Videos to be hosted by 3<sup>rd</sup> party such as Youtube, Vimeo, etc...
- Website sections:
  - To be determined during project kickoff and review of new designs
- Page Templates
  - Home Page
  - General
  - Right Choice
  - Make Payment
  - Customer Service
  - Alternate Customer Service
  - Permits
  - Meeting Videos
- Landing/Detail Page Templates
  - Happenings Detail
  - Happenings Landing
  - Connect/Engage
  - Videos



- Forms
  - Contact General
  - Contact Departmental
- Migration of general page content
  - Migrate up to 20 pages of general content (About Us, Privacy Policy, Terms and Conditions, etc.)
  - Remaining content to be migrate by client or requested of Achieve by client based on hourly rates publish in this proposal.
    - Estimated content assets in current site
      - Pages: ~305
      - Images: ~265
      - PDF/Documents: ~230
      - Other (JavaScript/Zip/etc): ~30

#### **Custom Configuration / Development**

- 18F/analytics-reporter Open-source dashboard
- Opt-in Subscription Integration for email/text (3rd Party)
- Weather information integration
  - Source TBD

#### **Email**

- Ability for site visitors to subscribe to email newsletter updates
- Integration with MailChimp or comparable Email Service Provider (ESP) forms
- Account setup on ESP
- One (1) Email Template Design

#### **Tracking & Reporting**

- Google Analytics Universal setup including event, and goal tracking
- Google Webmaster Tools & Bing Webmaster Tools set up for maximum SEO benefit

#### **Infrastructure and Deployment**

- Production/Test/Development environment setup on the Pantheon Platform
- Production server benchmarking/optimization
- Production site stress testing
- Production source code migration
- Production SSL configuration
- Production DB deployment

#### **Services Provided**

- Project Planning
- Project Management
- Custom Website Design
- Website development, and configuration



- Testing
- WEB/DB Server Administration
- Client Training
- Support

#### **Project Resources**

- Project Manager (1)
- Designer (1)
- Themer (1)
- CMS Site Builder (1)
- QA/Tester (1)
- Content Manager (1)

#### **Training**

- 2-hour on-site Drupal CMS training for client project team
- Unlimited access to Drupalize.me online Drupal training video library
- Provide On-line Custom Site Documentation via the Book Module within the site

#### **Project Support**

- Launch support to include SSL, DNS and migration of website source code from DEV -> TEST - > LIVE environments
- Achieve will provide 90 days of post launch support to address design, configuration, logic or data issues within the scope of this proposal
- After 90 days the following hourly rates will apply for support services:

• SEO Optimized Copywriting	\$60/Hr
• Design/Development/Support Services	\$125/Hr





## Project Process & Timeline (estimated)

### Requirements Definition

April 1 - Week 1-2

- Introduction Meeting
- Kickoff Meeting
- Requirements Gathering / Client Meetings
- Review/Signoff

### Themeing

Week 3-4

- Design Adaptation to Drupal
- Drupal Theming Development
- Review/Signoff

### Implementation / Development

Week 5-15

- Setup and configuration of development environment
  - Drupal Setup (CMS)
  - Installation and configuration of Drupal Core
  - Installation and configuration of Drupal contributed modules as required
- Development
  - Core System Configuration
  - Theme Installation
  - Contrib Module Configuration
  - Custom Module Development as needed
- Project Management
  - Daily Scrum with development team
  - Weekly status calls with client stakeholders

### Test/QA

Week 16-17

- System Testing
- User Acceptance Testing/Walk-through
- Final Pre-launch Drupal Core/Module Updates

### Deployment / Training

Aug 4 - Week 18

- Setup and configuration of PRD environment
  - Performance analysis and capacity planning
  - Linux Server Setup (OS)
  - Apache Setup (Web)
  - MySQL Setup (Database)
  - Drupal Setup (CMS)
- Production Publish
  - Migration of DEV code base to PRD site
  - DNS Updates as required
  - XML SiteMap Generation/Submission
  - Google Analytics setup and activation
  - Webmaster Tools setup and verification
- Site/CMS Training
- Post Launch Support



# PROJECT INVESTMENT SUMMARY

## Project Investment Summary

### Website Development Project

- Custom Design
- Site Building
- QA / Testing
- Infrastructure Setup / Deployment
- CMS Training

Sub Total \$27,375.00  
Design Discount -\$3,000.00  
**Total \$24,375.00**

### Payment Terms

- Project Kickoff
- Delivery Milestone (development complete)
- Launch (client scheduled)

### Optional Services

- Additional Training = ½ Day Blocks
- SEO Optimized Copywriting
- Content Migrations as needed  
*\*Average is ~4 Pages/Hour*
- Design/Development Services as needed

50%  
40%  
10%

\$350.00

\$60/Hr

\$15/Page

\$125/Hr

plz  
open a  
purchase  
order

## Monthly Support/Hosting Summary

### Support Plan

### Hosting

- Advanced CMS Cloud Hosting
- Hosted on Pantheon Drupal Cloud
- Includes hosting of DEV, TEST and LIVE environments
- Advanced Caching
- Content caching via VARNISH server
- Code/Data caching via REDIS server
- High performance Search
- Apache SOLR content/product indexing
- Content Delivery Network (CDN)
- SSL Support
- Separate daily and weekly backups for code, database and site files
- SAS70 Certified Data Center

\$249/Month

Communications  
budget

49-17

TY Jelantrell  
3/24/17



### Support & Training

- 2 hours support and/or training included per month
- Services Include:
  - 24/7 Site Monitoring
  - Content/Copy Development
  - SEO Config/Input
  - CMS Configuration
  - Module Installation / Updates
  - Database Backup / Maintenance
  - Copy and Keyword Optimization
  - Server Configuration/Setup
  - Drupal Admin/Application Support
  - Custom Development
  - CMS Training

++ Costs do not include imagery licensing, CDN, SSL or other costs outside of the scope defined with the proposal. All such costs will be reviewed and approved by client prior to purchasing.





313 Datura Street Suite 300  
West Palm Beach, FL 33401

# INVOICE

20163788

**Bill To**

City of Boynton Beach  
100 E. Boynton Beach Blvd  
Boynton Beach, FL 33435  
United States

Date

3/15/2017

P.O. No.

Terms

Description	Quantity	Rate	Amount
Deposit SOW Website Rebuild  A deposit of 50% is due upon kick-off of project,	1	12,187.50	12,187.50
<p>Payan opened P.O. when created 49-17 Communications Budget Tip clearance 3/24/17</p>			

Forte Interactive and Big Couch Media are now Achieve!

313 Datura St, Suite 300, West Palm Beach, FL 33401

For more information please visit: [www.achieveagency.com](http://www.achieveagency.com)

Total This Invoice \$12,187.50

Total Balance Due \$12,272.50

For all accounting inquiries please contact Kelima  
at (866) 553-6783 x852 or email: [accounting@achieveagency.com](mailto:accounting@achieveagency.com)

**From:** [Krusell, Eleanor](#)  
**To:** [Krusell, Eleanor](#)  
**Cc:** [Karjalainen, Alan](#)  
**Bcc:** "[Carrie McDonald](#)"; "[Giavona Williams](#)"; "[Ryan@wearewoo.com](#)"  
**Subject:** RE: QUOTE FOR DEVELOPMENT AND DEPLOYMENT OF THE CITY OF BOYNTON BEACH'S WEBSITE - DUE MARCH 8 --- UPDATE - SEE BELOW  
**Date:** Thursday, March 2, 2017 1:33:00 PM

---

**PLEASE NOTE IN QUOTE REQUIREMENTS:**

DUE DATE IS MARCH 10 (NOT MARCH 8 AS IN SUBJECT LINE).

**From:** Krusell, Eleanor  
**Sent:** Thursday, March 2, 2017 12:58 PM  
**To:** Krusell, Eleanor <[KrusellE@bbfl.us](mailto:KrusellE@bbfl.us)>  
**Cc:** Krusell, Eleanor <[KrusellE@bbfl.us](mailto:KrusellE@bbfl.us)>; Karjalainen, Alan <[KarjalainenA@bbfl.us](mailto:KarjalainenA@bbfl.us)>  
**Subject:** QUOTE FOR DEVELOPMENT AND DEPLOYMENT OF THE CITY OF BOYNTON BEACH'S WEBSITE - DUE MARCH 8.

**QUOTE FOR WEBSITE DEVELOPMENT AND DEPLOYMENT SERVICES**

The City of Boynton Beach must receive quote no later than March 10, 2017 at 12 Noon EST.

The City of Boynton Beach is seeking a qualified and experienced web development firm. This RFQ is only for the development and deployment of a Drupal website (7.54 or higher) based on a design provided by the City.

The launch date must occur no later September 30, 2017.

**1. Technical Requirements**

- Compliance with, at minimum, WCAG 2.0 AA, published by the World Wide Web Consortium (W3C) and Web Accessibility Initiative (WAI)
- CMS (Content Management System/Framework): Built on Drupal 7.54 (or higher)
- Develop Drupal theme and templates using new design specifications (Attachment)
- Implement responsive web design methods ensuring that website is fully "device/viewport/browser agnostic"
- Use search engine optimization (SEO) methods
- Use HTTPS to encrypt all connections

**2. CMS Features and Site Functionality Requirements**

- Calendar  
Display multiple types (categorized) events; share/invite others to meetings, event, programs, ribbon cuttings, restaurant openings, etc.
- Global mapping, Proximity Marketing, Geo-Location  
Display information relevant to the user's area such as parks, events, police station, fire station, library, parking locations, etc.
- Opt-in Subscription  
User subscription module for news, emergency notifications, job postings, events, meetings,

- etc. (notifications via email and/or text)
- Social Media Integration (20 social media platforms)  
Support comments/share social media posts, photos, video, etc.
- “18F/analytics-reporter” Open-source dashboard  
Dynamically displays site activity/statistics
- Surveys and Polls  
Method for conducting online surveys and polls
- Forms  
Create multiple types of forms
- Multi-media presentations  
Provide platforms that supports HD slideshows, photo galleries, videos, etc.
- Weather Display  
Displays weather conditions/forecasts
- Multiple language support for published content  
Incorporate a tool to provide access to web site information to those with limited English proficiency (Executive Order 13166)
- WYSIWYG editor  
For creating/editing site content

### **3. CMS Training Requirements**

- Provide a minimum of 2-hour on-site live training session to City employees for the purpose of demonstrating site administration duties and content authoring/editing methods
- Provide a training manual

### **4. Launch Requirements**

- Provide technical support to migrate completed development site to hosted production site
- Schedule go-live date with City

### **5. Support/Warranty Requirements**

- If City reports any technical issues (specified in these requirements) within 90 days after go-live date, vendor is to diagnose and resolve those issues within 2 business days at no additional cost
- Provide hourly rate for any technical support needed after the 90 days (see above)

### **SUBMITTAL INFORMATION**

- Lump sum to accomplish all requirements listed in quote
- Hourly Rate for any technical support needed after the 90 days (see above) – valid through December 31, 2017
- Three hyperlinks of Drupal websites that you have developed and deployed within the past two years that incorporate some/all of the requirements listed in the quote (above)

The City of Boynton Beach must receive quote no later than March 10, 2017 at 12 Noon EST.

If further information is needed to complete the quote, please email [webmaster@bbfl.us](mailto:webmaster@bbfl.us).

## Durgan, John

---

**From:** Krusell, Eleanor  
**Sent:** Friday, March 24, 2017 4:35 PM  
**To:** Durgan, John  
**Subject:** Website Quote

<b>Design for Website - Sent out, via email, on March 10, 2017; due Friday, March 10, 2017</b>			
Ryan	<a href="mailto:Ryan@wearewoo.com">Ryan@wearewoo.com</a>	<a href="http://woo-creative.com/">http://woo-creative.com/</a>	
Giavona Williams	<a href="mailto:gwilliams@giavonadesign.com">gwilliams@giavonadesign.com</a>	<a href="http://giavonadesign.com/#intro">http://giavonadesign.com/#intro</a>	
Carrie McDonald	<a href="mailto:cmcdonald@achieveagency.com">cmcdonald@achieveagency.com</a>	<a href="http://www.achieveagency.com/">http://www.achieveagency.com/</a>	



Eleanor Krusell  
Communications Manager  
City Manager's Office  
City of Boynton Beach  
100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435  
☎ 561-742-6010 | 📠 561-742-6011  
✉ [KrusellE@bbfl.us](mailto:KrusellE@bbfl.us) | 🌐 <http://www.boynton-beach.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.



File

Message

ADOBE PDF



Tell me what you want to do...



Krusell, Eleanor

Krusell, Eleanor; Karjalainen, Alan; 'Carrie McDonald'; 'Giavona Williams'; 'Ryan@wearewoo.com'

RE: QUOTE FOR DEVELOPMENT AND DEPLOYMENT OF THE CITY OF BOYNTON BEACH'S WEBSITE - DU

**PLEASE NOTE IN QUOTE REQUIREMENTS:**

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**Sent:** Thursday, March 2, 2017 12:58 PM

**To:** Krusell, Eleanor <[KrusellE@bbfl.us](mailto:KrusellE@bbfl.us)>

**Cc:** Krusell, Eleanor <[KrusellE@bbfl.us](mailto:KrusellE@bbfl.us)>; Karjalainen, Alan <[KarjalainenA@bbfl.us](mailto:KarjalainenA@bbfl.us)>

**Subject:** QUOTE FOR DEVELOPMENT AND DEPLOYMENT OF THE CITY OF BOYNTON BEACH'S WEBSITE - DUE MARCH 8.

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- Implement responsive web design methods ensuring that website is fully "device/viewport/browser agnostic"
- Use search engine optimization (SEO) methods
- Use HTTPS to encrypt all connections





1:34 PM

E MARCH 8 --- UPDATE - SEE ... ▾



nd deployment of a Drupal

ty Initiative (WAI)



## Krusell, Eleanor

---

**From:** Krusell, Eleanor  
**Sent:** Thursday, March 2, 2017 1:34 PM  
**To:** Krusell, Eleanor  
**Cc:** Karjalainen, Alan  
**Subject:** RE: QUOTE FOR DEVELOPMENT AND DEPLOYMENT OF THE CITY OF BOYNTON BEACH'S WEBSITE - DUE MARCH 8 --- UPDATE - SEE BELOW

### PLEASE NOTE IN QUOTE REQUIREMENTS:

DUE DATE IS MARCH 10 (NOT MARCH 8 AS IN SUBJECT LINE).



Eleanor Krusell  
Communications Manager  
City Manager's Office  
City of Boynton Beach  
100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435  
☎ 561-742-6010 | 📠 561-742-6011  
✉ KrusellE@bbfl.us | 🌐 <http://www.boynton-beach.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.

**From:** Krusell, Eleanor  
**Sent:** Thursday, March 2, 2017 12:58 PM  
**To:** Krusell, Eleanor <KrusellE@bbfl.us>  
**Cc:** Krusell, Eleanor <KrusellE@bbfl.us>; Karjalainen, Alan <KarjalainenA@bbfl.us>  
**Subject:** QUOTE FOR DEVELOPMENT AND DEPLOYMENT OF THE CITY OF BOYNTON BEACH'S WEBSITE - DUE MARCH 8.

### **QUOTE FOR WEBSITE DEVELOPMENT AND DEPLOYMENT SERVICES**

The City of Boynton Beach must receive quote no later than March 10, 2017 at 12 Noon EST.

The City of Boynton Beach is seeking a qualified and experienced web development firm. This RFQ is only for the development and deployment of a Drupal website (7.54 or higher) based on a design provided by the City.

The launch date must occur no later September 30, 2017.

#### **1. Technical Requirements**

- Compliance with, at minimum, WCAG 2.0 AA, published by the World Wide Web Consortium (W3C) and Web Accessibility Initiative (WAI)

- CMS (Content Management System/Framework): Built on Drupal 7.54 (or higher)
- Develop Drupal theme and templates using new design specifications (Attachment)
- Implement responsive web design methods ensuring that website is fully “device/viewport/browser agnostic”
- Use search engine optimization (SEO) methods
- Use HTTPS to encrypt all connections

## **2. CMS Features and Site Functionality Requirements**

- **Calendar**  
Display multiple types (categorized) events; share/invite others to meetings, event, programs, ribbon cuttings, restaurant openings, etc.
- **Global mapping, Proximity Marketing, Geo-Location**  
Display information relevant to the user’s area such as parks, events, police station, fire station, library, parking locations, etc.
- **Opt-in Subscription**  
User subscription module for news, emergency notifications, job postings, events, meetings, etc. (notifications via email and/or text)
- **Social Media Integration (20 social media platforms)**  
Support comments/share social media posts, photos, video, etc.
- **“18F/analytics-reporter” Open-source dashboard**  
Dynamically displays site activity/statistics
- **Surveys and Polls**  
Method for conducting online surveys and polls
- **Forms**  
Create multiple types of forms
- **Multi-media presentations**  
Provide platforms that supports HD slideshows, photo galleries, videos, etc.
- **Weather Display**  
Displays weather conditions/forecasts
- **Multiple language support for published content**  
Incorporate a tool to provide access to web site information to those with limited English proficiency (Executive Order 13166)
- **WYSIWYG editor**  
For creating/editing site content

## **3. CMS Training Requirements**

- Provide a minimum of 2-hour on-site live training session to City employees for the purpose of demonstrating site administration duties and content authoring/editing methods
- Provide a training manual

## **4. Launch Requirements**

- Provide technical support to migrate completed development site to hosted production site
- Schedule go-live date with City

## **5. Support/Warranty Requirements**

- If City reports any technical issues (specified in these requirements) within 90 days after go-live date, vendor is to diagnose and resolve those issues within 2 business days at no additional cost
- Provide hourly rate for any technical support needed after the 90 days (see above)

## **SUBMITTAL INFORMATION**

- Lump sum to accomplish all requirements listed in quote
- Hourly Rate for any technical support needed after the 90 days (see above) – valid through December 31, 2017

- Three hyperlinks of Drupal websites that you have developed and deployed within the past two years that incorporate some/all of the requirements listed in the quote (above)

The City of Boynton Beach must receive quote no later than March 10, 2017 at 12 Noon EST.

If further information is needed to complete the quote, please email [webmaster@bbfl.us](mailto:webmaster@bbfl.us).

## Krusell, Eleanor

---

**From:** Krusell, Eleanor  
**Sent:** Thursday, March 2, 2017 12:58 PM  
**To:** Krusell, Eleanor  
**Cc:** Krusell, Eleanor; Karjalainen, Alan  
**Subject:** QUOTE FOR DEVELOPMENT AND DEPLOYMENT OF THE CITY OF BOYNTON BEACH'S WEBSITE - DUE MARCH 8.  
**Attachments:** 17 CBB Website Mockups & Templates (Attachment I).pdf

### **QUOTE FOR WEBSITE DEVELOPMENT AND DEPLOYMENT SERVICES**

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- Use HTTPS to encrypt all connections

#### **2. CMS Features and Site Functionality Requirements**

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User subscription module for news, emergency notifications, job postings, events, meetings, etc. (notifications via email and/or text)
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Support comments/share social media posts, photos, video, etc.
- "18F/analytics-reporter" Open-source dashboard  
Dynamically displays site activity/statistics
- Surveys and Polls  
Method for conducting online surveys and polls
- Forms  
Create multiple types of forms
- Multi-media presentations  
Provide platforms that supports HD slideshows, photo galleries, videos, etc.
- Weather Display  
Displays weather conditions/forecasts

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# 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. #: 170960  
DATE: 03/29/17

VENDOR 13147

TO: THE PAVING LADY INC.  
100 W. INDUSTRIAL AVENUE  
BOYNTON BEACH, FL 33426

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

REQUISITION NO. 68575	ORDERING DEPARTMENT: ENGINEERING/SB	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	14500.00	DL	F CURB: INSTALL APPROX 440 LF OF F CURB W/3,000	1.0000	14500.00
2	3000.00	DL	SIDEWALK REPAIR: REMOVE 165 SF OF DAMAGED WIDEWALK	1.0000	3000.00
3	4500.00	DL	CONCRETE FLUMES: INSTALL 2 CONCRETE FLUMES W/3000	1.0000	4500.00
4	100.00	DL	REMOVE 11 CONCRETE BUTTONS	1.0000	100.00
5	1000.00	DL	TRAFFIC CONTROL	1.0000	1000.00
6	75.00	DL	MOBILIZATION	1.0000	75.00
7	1175.00	DL	10% FOR CONTINGENCY	1.0000	1175.00

\*Contract contingent upon property representative meeting with estimator to agree on scope of work  
\*New asphalt pavement is subject to scuffing and marking until cured.  
\*Contractor not responsible for damage to landscaping, irrigation, or the condition of trees, after the saw cutting and patching process when repairing root damage. Due care will be given.  
\*Buried utility lines and irrigation to be relocate or repaired by client.  
\*Contractor not responsible for damages caused to or by the vehicles or person trespassing in

PROCUREMENT SERVICES:	<i>JWH 3/29/17</i>	P.O. TOTAL:
ACCOUNT NO. 302-4905-580.63-08	PROJECT CP0266	

PURCHASING

# 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. #: 170960  
DATE: 03/29/17

VENDOR 13147

TO: THE PAVING LADY INC.  
100 W. INDUSTRIAL AVENUE  
BOYNTON BEACH, FL 33426

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

REQUISITION NO. 68575	ORDERING DEPARTMENT: ENGINEERING/SB	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
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designed work areas. Area will be barricaded.  
 \*Contractor not responsible for pre-existing sub-surface conditions.  
 \*Permits to be obtained by the contractor, permit fees, processing fees and any additional work required by permit will be extra.  
 \*If a permit is required in Broward or Palm Beach County there will be up to a \$500.00 expediting fee. In Dade County the fee will be \$750.00 expediting fee.  
 \*Upon final inspection, City Inspector may require additional changes to site, which are not included in this proposal.  
 \*Contractor not responsible for pre-existing water problems.  
 \*If flagmen are required there will an additional charge.  
 \*Install traffic barrier cones, string and ribbon at work areas as necessary included.  
 \*New curbing to be barricaded with cones, string and caution tape to protect against traffic damage. Will be removed by Contractor.  
 \*Patchwork does not address drainage or may hold water after repair.

PROCUREMENT SERVICES:	<i>201M 3/29/17</i>	P.O. TOTAL:
ACCOUNT NO. 302-4905-580.63-08	PROJECT CP0266	

PURCHASING



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. #: 170960  
DATE: 03/29/17

VENDOR 13147

TO: THE PAVING LADY INC.  
100 W. INDUSTRIAL AVENUE  
BOYNTON BEACH, FL 33426

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

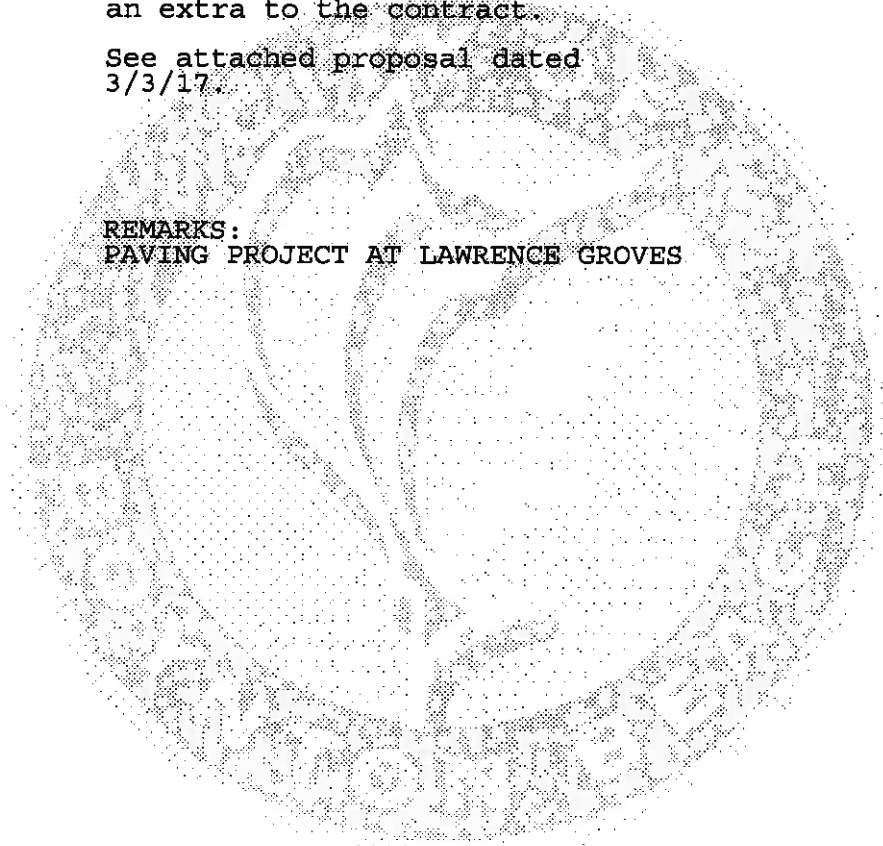
REQUISITION NO. 68575	ORDERING DEPARTMENT: ENGINEERING/SB	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO: COMMISSION APPROVED:	

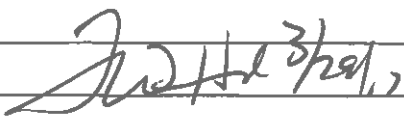
LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
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\*Any items not specified in our  
proposal will be  
an extra to the contract.

See attached proposal dated  
3/3/17.

REMARKS:  
PAVING PROJECT AT LAWRENCE GROVES



PROCUREMENT SERVICES:		P.O. TOTAL: 24350.00
ACCOUNT NO. 302-4905-580.63-08	PROJECT CP0266	

PURCHASING

PURCHASE REQUISITION NBR: 0000069575

STATUS: DEPT APPROVAL  
REASON: PAVING PROJECT AT LAWRENCE GROVES  
SUGGESTED VENDOR: 13147 THE PAVING LADY INC.

DATE: 3/10/17  
DELIVER BY DATE: 3/11/17

LINE NBR DESCRIPTION

QUANTITY UOM UNIT COST EXTEND COST

VENDOR PART NUMBER

ACCOUNT INFORMATION

LINE # ACCOUNT  
7 30249055806308

IMPTS OTHER THAN BLDGS.  
STREET IMPROVEMENTS

PROJECT  
CP0266  
Streets-Maintenance Prog

AMOUNT  
1175.00

24350.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

APPROVALS

City Manager [Signature] Date 3/28/17  
Finance Dept. [Signature] Date 3/29/17  
Dept Manager [Signature] Date 3-22-17  
City Attorney [Signature] Date

PURCHASE REQUISITION NBR: 0000068575  
REQUISITION BY: ENGINEERING/SB  
SHIP TO LOCATION: PUBLIC WORKS  
STATUS: DEPT APPROVAL  
REASON: PAVING PROJECT AT LAWRENCE GROVES  
DATE: 3/10/17  
SUGGESTED VENDOR: 13147 THE PAVING LADY INC.  
DELIVER BY DATE: 3/11/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
7	10% FOR CONTINGENCY fee. In Dade Country the fee will be \$750.00 expediting fee. *Upon final inspection, City Inspector may require additional changes to site, which are not included in this proposal. *Contractor not responsible for pre-existing water problems. *If flagmen are required there will an additional charge. *Install traffic barrier cones, string and ribbon at work areas as necessary included. *New curbing to be barricaded with cones, string and caution tape to protect against traffic damage. Will be removed by Contractor. *Patchwork does not address drainage or may hold water after repair. *Any items not specified in our proposal will be an extra to the contract.		DL			

See attached proposal dated 3/3/17.  
COMMODITY: PW CONSTRUCTION & RELATED  
SUBCOMMOD: PAVING & REPAIR MAJOR STS

REQUISITION TOTAL:	24350.00
----- REQUISITION QUOTES -----	
SELECTED VENDOR:	25500.0000 29723.2500 52145.0000
VENDOR NAME	13147 THE PAVING LADY INC. ALL COUNTY HARDRIVER INC

A C C O U N T I N F O R M A T I O N					
LINE #	ACCOUNT	PROJECT	%	AMOUNT	
1	30249055806308	CP0266	100.00	14500.00	
2	30249055806308	Streets-Maintenance Prog	100.00	3000.00	
3	30249055806308	Streets-Maintenance Prog	100.00	4500.00	
4	30249055806308	Streets-Maintenance Prog	100.00	100.00	
5	30249055806308	Streets-Maintenance Prog	100.00	1000.00	
6	30249055806308	Streets-Maintenance Prog	100.00	75.00	

REQUISITION BY: ENGINEERING/SB  
SHIP TO LOCATION: PUBLIC WORKS

PURCHASE REQUISITION NBR: 0000068575  
STATUS: DEPT APPROVAL  
REASON: PAVING PROJECT AT LAWRENCE GROVES  
SUGGESTED VENDOR: 13147 THE PAVING LADY INC.

DATE: 3/10/17  
DELIVER BY DATE: 3/11/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	F CURB: INSTALL APPROX 440 LF OF F CURB W/3,000 COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: PAVING & REPAIR MAJOR STS	14500.00	DL	1.0000	14500.00	
2	SIDEWALK REPAIR: REMOVE 165 SF OF DAMAGED WIDEWALK COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: PAVING & REPAIR MAJOR STS	3000.00	DL	1.0000	3000.00	
3	CONCRETE FLUMES: INSTALL 2 CONCRETE FLUMES W/3000 COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: PAVING & REPAIR MAJOR STS	4500.00	DL	1.0000	4500.00	
4	REMOVE 11 CONCRETE BUTTONS COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: PAVING & REPAIR MAJOR STS	100.00	DL	1.0000	100.00	
5	TRAFFIC CONTROL COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: PAVING & REPAIR MAJOR STS	1000.00	DL	1.0000	1000.00	
6	MOBILIZATION COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: PAVING & REPAIR MAJOR STS	75.00	DL	1.0000	75.00	
7	10% FOR CONTINGENCY	1175.00	DL	1.0000	1175.00	

\*Contract contingent upon property representative meeting with estimator to agree on scope of work.  
 \*New asphalt pavement is subject to scuffing and marking until cured.  
 \*Contractor not responsible for damage to landscaping, irrigation, or the condition of trees, after the saw cutting and patching process when repairing root damage. Due care will be given.  
 \*Buried utility lines and irrigation to be relocate or repaired by client.  
 \*Contractor not responsible for damages caused to or by the vehicles or person trespassing in designed work areas. Area will be barricaded.  
 \*Contractor not responsible for pre-existing sub-surface conditions.  
 \*Permits to be obtained by the contractor, permit fees, processing fees and any additional work required by permit will be extra.  
 \*If a permit is required in Broward or Palm Beach County there will be up to a \$500.00 expediting

#68575

**Greco-Arencibia, Adrianna**

---

**From:** Dunmyer, Gary  
**Sent:** Friday, March 10, 2017 8:32 AM  
**To:** Greco-Arencibia, Adrianna  
**Subject:** Bedford Boulevard in Lawrence Groves  
**Attachments:** All County Bid LAWRENCE GROVES 2-17-17.pdf; Hardrives Bid.pdf; Paving Lady Bid.pdf

MAR 10 2017

Adrianna,

I doubt that I've mentioned it but I got a small project, referenced above. The low bid is from the Paving Lady for 23,175.00. I would like to proceed with is proposal. Also please add 10% to this amount for a contingency for a total of \$25,500.00.

I am available for comments or questions....regards,  
G



Gary Dunmyer  
City Engineer  
Public Works, Engineering  
City of Boynton Beach  
100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435  
☎ 561-742-6231  
✉ DunmyerG@bbfl.us | 🌐 <http://www.boynton-beach.org/>



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## CITY OF BOYNTON BEACH

### REQUEST FOR PURCHASE OVER \$10,000

Date: 13-Mar-17

Requesting Department: Public Works

Contact Person: Gary Dunmyer

#### Explanation for Purchase:

Install 440 linear feet of type F-curb on the curved entrance road (Bedford Boulevard) in Lawrence Groves. Bedford Boulevard is a City owned roadway which is being maintained by the Lawrence Groves Home Owners Association (LGHOA). For several years, the City has received calls from City residents and the LGHOA complaining of rutting in the swales running parallel to Bedford Blvd. due to vehicles driving off the edge of the road. This installation of curbing will prohibit vehicles from leaving the paved roadway in the area and reduce future maintenance costs.

Recommended Vendor The Paving Lady

Dollar Amount of Purchase ~~\$25,000~~ \$24,350.00

#### Source for Purchase (check and attach backup materials):

Three Written Quotations



GSA



State Contract



PRIDE/RESPECT



SNAPS



Sole Source



Piggy-Back



Budgeted Item



Emergency Purchase



Other



Contract Number: \_\_\_\_\_

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

#### Fund Source for Purchase:

Project No.: CP0266 & Acct No.:302-4905-580.63-08

#### Approvals:

Department Head

[Signature]

Date

3/13/17

Purchasing Agent

[Signature]

Date

3/22/17

Asst City Manager

\_\_\_\_\_

Date

\_\_\_\_\_

City Manager

[Signature]

Date

3/28/17



## Contract

1000 W. Industrial Avenue  
Boynton Beach, FL 33426

Office: (561) 572-2600 • Broward (954) 786-2979  
561-572-2601 FAX

CGC1524317

PavingLady@PavingLady.com

## PROPOSAL

PROPOSAL SUBMITTED TO: GARY DUNMYER  
CITY OF BOYNTON BEACH ENGINEERING  
100 E. BOYNTON BEACH BLVD.  
BOYNTON BEACH, FL 33435  
ESTIMATOR ALDO COMUZZI

PHONE 561-742-6231 DATE 3/3/2017  
EMAIL DUNMYERG@BBFL.US  
JOB LOCATION LAWRENCE GROVES  
BEDFORD AVE.  
BOYNTON BEACH, FL 33436

### SCOPE OF WORK:

#### **MAIN ENTRANCE AND EXIT F CURB, SIDEWALK REPAIR, CONCRETE FLUME & PATCHWORK**

F Curb: Install approximately 440 LF of F Curb with 3,000 PSI Concrete. Sawcut 14 LF of existing F Curb to match new construction.	\$14,500.00
Sidewalk Repair: Remove 165 SF of Damaged Widewalk (4 sections), and Replace with 3,000 PSI Concrete.	\$ 3,000.00
Concrete Flumes: Install 2 Concrete Flumes with 3,000 PSI Concrete . Total 36 SF	
*Patchwork- damaged areas to be saw cut, excavated, hauled away & repaved with hot mix asphalt. Approximately 1,000 SF. Includes repairs along edge of curb.	\$ 4,500.00
Remove 11 concrete buttons.	\$ 100.00
Traffic Control	\$ 1,000.00
Mobilization	\$ 75.00

- \*Contract contingent upon property representative meeting with estimator to agree on scope of work.
- \*New asphalt pavement is subject to scuffing and marking until cured.
- \*Contractor not responsible for damage to landscaping, irrigation, or the condition of trees, after the saw cutting and patching process when repairing root damage. Due care will be given.
- \*Buried utility lines and irrigation to be relocated or repaired by client.
- \*Contractor not responsible for damages caused to or by the vehicles or persons trespassing in designated work areas. Areas will be barricaded.
- \*Contractor not responsible for pre-existing sub-surface conditions.

FINAL FIELD MEASUREMENTS PREVAIL

(PLUS PERMIT FEES)

TERMS: 1/3 Deposit, 1/3 Mobilization, Balance due upon completion

TOTAL \$23,175.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders. The above price and specifications are hereby accepted. You are authorized to do the work. Payment terms will be made as outlined. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

#### Acceptance of Proposal

Signature \_\_\_\_\_ Date \_\_\_\_\_

Price to be held for \_\_\_\_\_ days.



## Contract

1000 W. Industrial Avenue  
Boynton Beach, FL 33426  
Office: (561) 572-2600 • Broward (954) 786-2979  
561-572-2601 FAX  
CGC1524317

PavingLady@PavingLady.com

## PROPOSAL

PROPOSAL SUBMITTED TO: GARY DUNMYER  
CITY OF BOYNTON BEACH ENGINEERING  
100 E. BOYNTON BEACH BLVD.  
BOYNTON BEACH, FL 33435  
ESTIMATOR ALDO COMUZZI

PHONE 561-742-6231 DATE 3/3/2017  
EMAIL DUNMYERG@BBFL.US  
JOB LOCATION LAWRENCE GROVES  
BEDFORD AVE.  
BOYNTON BEACH, FL 33436

### SCOPE OF WORK:

- \*Permits to be obtained by this contractor, permit fees, processing fees and any additional work required by permit will be extra.
- \*If a permit is required in Broward or Palm Beach County there will be up to a \$500.00 expediting fee. In Dade County the fee will be \$750.00 expediting fee.
- \*Upon final inspection, City Inspector may require additional changes to site, which are not included in this proposal.
- \*Contractor not responsible for pre-existing water problems.
- \*If flagmen are required there will be an additional charge.
- \*Install traffic barrier cones, string and ribbon at work areas as necessary included.
- \*New curbing to be barricaded with cones, strings or caution tape to protect against traffic damage. Will be removed by Contractor
- \*Patchwork does not address drainage or may hold water after repair.
- \*Any items not specified in our proposal will be an extra to the contract.

FINAL FIELD MEASUREMENTS PREVAIL

(PLUS PERMIT FEES)

**TERMS:** 1/3 Deposit, 1/3 Mobilization, Balance due upon completion

**TOTAL** \$23,175.00

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Acceptance of Proposal

Signature \_\_\_\_\_ Date \_\_\_\_\_

Price to be held for \_\_\_\_\_ days.



## NOTES AND CONDITIONS

Asphaltic concrete is a practical, clean, long-life pavement. Relatively soft when laid, it hardens with age. It usually "tire marks" for several months and there is a noticeable porosity at first, but rubber tire traffic will smooth these areas. Seal coating is also recommended to protect the asphalt and produce a smooth, beautiful finish. Gasoline and oil spills will soften and dissolve the asphalt.

Driving over the edge of new asphalt during the curing process may damage the edge.

Overlaying asphalt does not guarantee the elimination of pre-existing drainage problems.

We cannot be responsible for the following:

- Cracks in asphalt that may appear.
- Grass that grows through new asphalt. It can be killed by a commercial weed killer.
- Puddles under 1/4" where grade is less than 1" in 10 feet.
- Puddles when patch work is done.
- Damage to sidewalks when it is necessary to cross them with our equipment to complete the job
- Damage to underground water, electric or utility lines.
- Excessive cleaning, dirt or debris removal will result in additional costs to contract total.
- Any damage caused by rain or sprinkler water.
- If closed off area of construction is entered by anyone other The Paving Lady staff and damage is done to this area or other areas you will be charged for all repairs to said area.
- New asphalt edges being damaged by weed wakers or lawn mowers.

The Paving Lady will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement.

Quote does not include any engineering layout, testing, as builds, permit fees, or bonding.

This quotation is subject to price increase in Bituminous material per FDOT price adjustment clause.

This proposal is based on work being completed during the hours of 7:00 am and 5:00 pm, Monday through Friday (excluding holidays and weekends) unless otherwise stated in contract.

Any Punch List items must be submitted in writing. No repairs will be made until 90% of the invoice amount has been paid.

If quantities are provided by client and plans are not available for review prior to submitting quote, final payment to be based upon actual quantities installed as determined by field measurements upon completion.

Any changes to this proposal without prior approval from The Paving Lady will void this proposal. All changes must be initiated by both parties. If The Paving Lady does not initial changes, original prices will be stated in proposal. No work will be scheduled without a signed proposal and a deposit.

When this form is signed by Customer and an officer of The Paving Lady it becomes a contract and customer agrees to pay for work completed, at the contract terms. Should a dispute arise between contractor and client, it will be negotiated in arbitration and mediation. Customer agrees to pay interest at a rate of 1.5% per month from date of completion on the unpaid balance. In addition, client shall pay all legal costs and expenses including reasonable attorney's fees, if not resolved in mediation.

Materials and workmanship guaranteed for one year from date of completion of work. No warranties will be honored unless payment is made in full.

- All deposits are non-refundable upon cancellation of contract by client for any reason.
- The Paving Lady shall not be responsible for "Bird Baths" on parking lots when the design grade is less than 1% fall. In the event that any work is done under this agreement as amended, or any side agreement, by The Paving Lady, Inc., which work is on public property, the customer agrees and understands that the project property which it owns shall be charged with all indebtedness hereunder.
- It is expressly agreed that there are no promises, agreements, or understandings not set out in this contract. Any subsequent cancellations or modifications must be mutually agreed upon in writing. Unless otherwise agreed, any additional expense not covered by this quotation which is incurred by The Paving Lady as a result of utility conflicts, adverse weather or interruptions, delays or damages caused by other contractors will be borne by customer.  
Unless a time for the performance of The Paving Lady's work is specified, The Paving Lady shall undertake its work in the course of its normal schedule. The paving Lady shall not be liable for any failure to undertake or complete work due to causes beyond its control, including but not limited to fire, flow, or other casualty, labor disputes, accidents and or Acts of God, whether directly or indirectly affecting this work or other operation in which The Paving Lady is involved.  
Unless otherwise agreed herein, payment terms are net cash, upon receipt of The Paving Lady's invoice. All moneys not paid when due shall bear interest at the maximum rate allowed by law at the project. Progress payments will be made on a monthly basis.

Signature \_\_\_\_\_ Date \_\_\_\_\_

# PAVEMENT

MAINTENANCE & RECONSTRUCTION

# 2016 TOP CONTRACTOR

**The Paving Lady selected for national recognition.**

**Congratulations!** On behalf of the staff of *Pavement Maintenance and Reconstruction*, we are pleased to inform you that The Paving Lady is a 2016 Top Contractor in the Paving Category.

The 2016 Top Contractors were chosen by the editorial staff for meeting a set of criteria including gross sales volume for 2015, breakdown of the work that generated those sales, and third-party verification of the sales total. Top Contractors were selected in five industry segments: paving, sealcoating, striping, pavement repair and surface treatments.

We will feature extensive coverage of the 2016 Top Contractors in the June/July issue of *Pavement Maintenance and Reconstruction*, as well as online at [ForConstructionPros.com](http://ForConstructionPros.com). We also will issue a press release to publicize the 2016 Top Contractors.

Once again, congratulations to you and your associates on your company's inclusion in *Pavement's* 2016 Top Contractors.

Sincerely,



Amy Schwartz  
Publisher



Allan Egozin  
Editor



Palm Beach County: U-21491  
 Broward County: 13-3A-17799-R  
 Collier County: LCC20110001485  
 Martin County: MCP5910  
 General Contractor: CGC1509532

## SCOPE OF WORK

**WORK TO BE PERFORMED ON:** Bedford Ave. in Lawrence Groves

Item No.	Item Description	Unit Cost	Units	Quantity	Total
<b>GENERAL</b>					
1	Mobilization	\$2,500.00	LS	1	\$2,500.00
2	Maintenance of Traffic	\$5,500.00	LS	1	\$5,500.00
4	Insurance	\$300.00	LS	1	\$300.00
<b>ROADWAY</b>					
11	Excavation, Removal & Disposal of excess material	\$25.00	CY	35	\$875.00
14	Asphalt & Base Removal, up to 24"	\$11.85	SY	34	\$402.90
19	Type SP-9.5 Asphaltic Concrete	\$110.00	Ton	10	\$1,100.00
<b>CONCRETE</b>					
49	Concrete Removal up to 6" thick	\$10.15	SY	19	\$192.85
50	4" Concrete Sidewalk	\$34.50	SY	19	\$655.50
51	6" Concrete Pathway/Sidewalk	\$42.50	SY	4	\$170.00
55	Remove Concrete Curb All Type include asphalt restoration and sawcut	\$4.50	LF	14	\$63.00
57	Concrete Curb Type "F"	\$20.00	LF	440	\$8,800.00
<b>LANDSCAPING</b>					
81	Sodding (Floritam)	\$3.50	SY	392	\$1,372.00
92	Adjust Irrigation	\$2,500.00	AL	1	\$2,500.00
93	Regrade Swales	\$13.50	SY	392	\$5,292.00
<b>TOTAL:</b>					<b>\$29,723.25</b>

Page 1 of 1

M&M Asphalt Maintenance Inc., d/b/a All County Paving  
 Office 561-588-0949 | Fax 561-588-2140 | 1180 SW 10<sup>th</sup> Street, Delray Beach, FL 33444  
 Office 407-610-8069 | Fax 407-380-2001 | 4800 Patch Road, Orlando, FL 32822

[info@allcountypaving.com](mailto:info@allcountypaving.com)

Members of ICSC, CAI, SEFAA, IREM, CREW, AAGO, BBB, FTBA, FHEA, UCA, ABC, NAIOP, BOMAA, FHBA, APWA, PRISM, NEYRA



**FDOT CERTIFIED CONTRACTORS**



Note: All County cannot work around vehicles. Management is responsible for towing when owners fail to comply with paving and/or seal coat schedule.

● DRIVEWAYS ● PARKING AREAS ● STREETS ● GRADING ● ROCK & FILL ● CONCRETE WORK

# HARDRIVES, INC.

2101 SOUTH CONGRESS AVENUE  
DELRAY BEACH, FLORIDA 33445-7398

PHONE 561-278-0456  
FAX 561-278-2147

## QUOTATION

March 8, 2017

To: City of Boynton Beach  
Attn: Gary Dunmyer, City Engineer  
100 East Boynton Beach Blvd.  
Boynton Beach, FL 33435

Phone: (561) 742-6231  
Email: DunmyerG@bbfl.us

Name of Project: Roadway Improvements  
Location: Boynton Beach  
Plans and Specifications: As Described Below

WE PROPOSE TO FURNISH ALL LABOR, MATERIAL AND EQUIPMENT TO PERFORM THE FOLLOWING:

### ASPHALT REPAIR - 3 LOCATIONS (603SF):

#### WORK ITEMS:

- Patch holes and level low lying areas / adjust utility covers
- Mill entire asphalt surface to a depth of 1" / Broom clean asphalt
- Apply tack-coat (bonding agent)
- Pave 1" Type S-III Asphalt or Equal
- Clean up job site

\$6,100.00

### NEW F CURB AND GUTTER (440LF):

#### WORK ITEMS:

- Remove 14' of existing F Curb, Excavate, root prune where necessary, grade, compact, and install 440LF of new F Curb and Gutter, with two (2) concrete flumes, backfill all new curbs with dirt and sod.

\$40,665.00

### SIDEWALK REPAIRS (240 SF):

#### WORK ITEMS:

- Remove six (6) sections of damaged sidewalks, grade, compact, and replace with new sidewalks and barricade for duration of work.

\$4,380.00

#### • IRRIGATION ALLOWANCE

\$1,000.00

Total \$52,145.00

### NOTES:

- NOTE ALL QUANTITIES WERE PROVIDED BY CITY OF BOYNTON BEACH.
- Power steering scuff marks will appear due to vehicular traffic backing out of parking stalls, but these marks should dissipate in time.
- Maintenance of traffic is included in this proposal
- We will attempt to improve the existing site drainage, but due to the existing conditions and elevations of the asphalt, we cannot guarantee to eliminate all standing water.
- Existing cracks with vegetation growing should be prepared with a weed killer such as "Round Up" for several treatments before we arrive on the job. This is the responsibility of the Owners.

**NOTES:**

- The asphalt surface that will be placed on this project will not have the finish and look of a sealcoat application. If sealcoat is desired at a later date, we will be happy to quote you separately.
- All material and workmanship is warranted for one year from the date of completion.
- Permit fees are the obligation of the customer.
- Large cracks in the existing asphalt may reflect through the new asphalt in time.
- There will be tire "tracking" – this cannot be avoided, but the tracking marks will dissipate in time.
- Due to the uncertainty of the liquid index for asphalt, our prices may be subject to re-negotiation upon more than 5% movement in the liquid price. The liquid asphalt price will be based on the current F.D.O.T. Index.
- By executing this Contract, you are obligating yourself to our "Payment Schedule" which is as follows:  
10% - Paid at execution of Contract      40% - Paid upon substantial completion of Contract  
40% - Paid when work has begun      10% - Paid upon final completion

***Prices are valid for 30 days***

**ACCEPTED BY:**

\_\_\_\_\_  
TITLE

**HARDRIVES, INC.**

  
\_\_\_\_\_  
Danny Fuchs, Project Manager

**DATE:** \_\_\_\_\_

**HARDRIVES CANNOT GUARANTEE OR BE RESPONSIBLE FOR ROCK BASE WORK CONSTRUCTED BY OTHERS:**

Power steering and fast starts will damage asphalt. We cannot be held responsible after completion of this project. Grass and weeds will grow through asphalt. The control of these is the responsibility of the owner of the property. Buyer's signed acceptance will constitute a binding contract. In the event there is any default in payments due under this contract and the same is placed in the hands of an attorney for collection, the purchaser and/or purchasers agree to pay all cost of collection, including a reasonable attorney's fee.