The City of

Boynton Beach

City Commission Agenda

Tuesday, May 1, 2018, 6:30 PM

City Hall Chambers
100 E. Boynton Beach Blvd., Boynton Beach, FL 33435
Regular City Commission Meeting

Boynton Beach City Commission

Mayor Steven B. Grant (At Large)
Vice Mayor Christina L. Romelus (District III)
Commissioner Justin Katz (District I)
Commissioner Mack McCray (District II)
Commissioner Joe Casello (District IV)

Lori LaVerriere, City Manager
James Cherof, City Attorney
Judith A. Pyle, City Clerk

MISSION
To create a sustainable community by providing exceptional municipal services, in a financially responsible manner.

America's Gateway to the Gulfstream

www.boynton-beach.org

WELCOME
Thank you for attending the City Commission Meeting

GENERAL RULES AND PROCEDURES FOR PUBLIC PARTICIPATION AT CITY OF BOYNTON BEACH COMMISSION MEETINGS

THE AGENDA:
There is an official agenda for every meeting of the City Commissioners, which determines the order of business conducted at the meeting. The City Commission will not take action upon any matter, proposal, or item of business, which is not listed upon the official agenda, unless a majority of the Commission has first consented to the presentation for consideration and action.

- **Consent Agenda Items:** These are items which the Commission does not need to discuss individually and which are voted on as a group.
- **Regular Agenda Items:** These are items which the Commission will discuss individually in the order listed on the agenda.
- **Voice Vote:** A voice vote by the Commission indicates approval of the agenda item. This can be by either a regular voice vote with "Ayes and Nays" or by a roll call vote.

SPEAKING AT COMMISSION MEETINGS:
The public is encouraged to offer comment to the Commission at their meetings during Public Hearings, Public Audience, and on any regular agenda item, as hereinafter described.

City Commission meetings are business meetings and, as such, the Commission retains the right to impose time limits on the discussion on an issue.

- **Public Hearings:** Any citizen may speak on an official agenda item under the section entitled "Public Hearings."
- **Public Audience:** Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission - Time Limit - Three (3) Minutes
- **Regular Agenda Items:** Any citizen may speak on any official agenda item(s) listed on the agenda after a motion has been made and properly seconded, with the exception of Consent Agenda Items that have not been pulled for separate vote, reports, presentations and first reading of Ordinances - Time Limit - Three (3) minutes

ADDRESSING THE COMMISSION:
When addressing the Commission, please step up to either podium and state, for the record, your name and address.

DECORUM:
Any person who disputes the meeting while addressing the Commission may be ordered by the presiding officer to cease further comments and/or to step down from the podium. Failure to discontinue comments or step down when so ordered shall be treated as a continuing disruption of the public meeting. An order by the presiding officer issued to control the decorum of the meeting is binding, unless over-ruled by the majority vote of the Commission members present.

Please turn off all pagers and cellular phones in the City Commission Chambers while the City Commission Meeting is in session.

City Commission meetings are held in the Boynton Beach City Commission Chambers, 100 East Boynton Beach Boulevard, Boynton Beach. All regular meetings are held typically on the first and third Tuesdays of every month, starting at 6:30 p.m. (Please check the Agenda Schedule - some meetings have been moved due to Holidays/Election Day).

1. OPENINGS

A. Call to Order - Mayor Steven B. Grant

Invocation

Pledge of Allegiance to the Flag led by Commissioner Katz

Roll Call

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

2. OTHER

A. Informational items by Members of the City Commission

3. ANNOUNCEMENTS, COMMUNITY AND SPECIAL EVENTS AND PRESENTATIONS

A. Legislative update from Representative Al Jacquet

B. Legislative update from Senator Bobby Powell

C. Proclaim May 6 through May 12 as Municipal Clerks Week.

D. Proclaim May as National Historic Preservation Appreciation Month and recognize the 50th year anniversary of the Boynton Beach Historical Society.

E. Proclaim the month of May as National Lupus Awareness Month

F. Proclaim May 2018 as National Mental Health Month. Boynton Beach Mental Health Committee will be present to accept the Proclamation..

4. PUBLIC AUDIENCE

INDIVIDUAL SPEAKERS WILL BE LIMITED TO 3 MINUTE PRESENTATIONS (at the discretion of the Chair, this 3 minute allowance may need to be adjusted depending on the level of business coming before the City Commission)

5. ADMINISTRATIVE

A. Appoint eligible members of the community to serve in vacant positions on City advisory boards. The following Regular (Reg) and Alternate (Alt) Student (Stu) and Nonvoting Stu (N/V Stu) openings exist:

Arts Commission: 2 Alts
Building Board of Adjustments & Appeals: 2 Regs and 1 Alt
Employee Pension Board: 1 Reg
Senior Advisory Board: 1 Reg and 2 Alts

6. CONSENT AGENDA

Matters in this section of the Agenda are proposed and recommended by the City Manager for

"Consent Agenda" approval of the action indicated in each item, with all of the accompanying material to become a part of the Public Record and subject to staff comments

A. **PROPOSED RESOLUTION NO. R18-066** - Approve traffic enforcement agreement with Nautica Sound Homeowner's Association.

B. **PROPOSED RESOLUTION NO. R18-067** - Authorize the City Manager to sign an agreement with Zambelli Fireworks Manufacturing Co. of Boca Raton, FL as a result of RFP No. 007-2710-18/IT for the Fourth of July fireworks displays for the Years 2018, 2019 and 2020 and other additional City events as required for an amount as approved and budgeted by the City Commission for events.

C. Approve utilizing the US Communities Contract # EV2370, with the City of Kansas City being the lead agency, with Graybar Electric Company for the purchase of electrical parts and components for the City's lift stations for an estimated annual expenditure of $60,000. The US Communities procurement process satisfies the City's competitive bid requirements.

D. Approve utilizing the City of Bartow, FL Bid No. WD-2018-04 with American Water Chemicals, Inc. of Plant City, FL for Corrosion Inhibitor AWC A-782 for an estimated annual cost of $40,000. The City of Bartow's procurement process satisfies the City's competitive bid requirements.

E. Authorize the purchase of a 28" trailer and outfit in the amount of $40,816.10 from Texas Trailers of Gainesville, FL by utilizing the Florida Sheriff's Association Contract #FSA17-VEH15.0. The Florida Sheriff's Association procurement process satisfies the City's competitive bid requirements.

F. Accept the City of Boynton Beach Community Rating System (CRS) Flood Mitigation Plan Progress Report, Action Plan Updates and Program fro Public Information Evaluation Report (May-December 2017). Copies will be available to the public on-line at the Utility's Facebook page (https://www.facebook.com/BoyntonBeachUtilities/) and a number of copies are available on the table at the back of the commission chamber.

G. Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities as described in the written report for May 1, 2018 - "Request for Extensions and/or Piggybacks."

H. Approve the minutes from City Commission meeting held on April 17, 2018.

7. BIDS AND PURCHASES OVER $100,000

A. Approve an increase to the estimated expenditure to Rehrig Pacific of Orlando, FL from $100,000 to $125,000 per City Bid #048-2510-15/JMA for Molded Refuse Containers and Parts due to development in the City and the need to replace existing containers.

B. Award Bid No. 014-1211-18/IT for Removal, Replacement and installation of Field Netting at Little League Park, and authorize the City Manager to issue a Purchase Order to Anzco, Inc. of Boca Raton, FL as the lowest responsive, responsible bidder in the total amount of $160,607.00 with a 10% contingency for a total approved amount of $176,667.70. Award is contingent upon the receipt and approval of insurance and performance and payment guaranty.

8. PUBLIC HEARING

7 P.M. OR AS SOON THEREAFTER AS THE AGENDA PERMITS

The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

A. **PROPOSED ORDINANCE NO. 18-005 - SECOND READING** - Approve Telecommunications in Public Rights-of-Way (CDRV 18-001) - Amending Part II Code of Ordinances Chapter 25.1 Communications Facilities in Right-of-Way for consistency

with the State's Advanced Wireless Infrastructure Deployment Act. City-initiated. ***(Tabled to May 1, 2018)***

9. CITY MANAGER'S REPORT - None

10. UNFINISHED BUSINESS

A. To consider the recommendation from the Recreation & Parks Board, as presented by Board Chair Betty Pierce-Roe, not allow dogs on the beach at Oceanfront Park.

11. NEW BUSINESS

A. **PROPOSED RESOLUTION NO. R18-068** - Authorize Mayor to sign an agreement with Florida Caribbean Architecture of Boynton Beach, FL for Project Management Services for the Town Square Project for a monthly amount of $15,200.

12. LEGAL

A. Approve proposed settlement and authorize payment of $50,000 to settle the case of Barry Goldman v. City of Boynton Beach.

B. **PROPOSED ORDINANCE NO. 18-007 - FIRST READING** - Approve Amendments to Abandoned Personal and Real Property Code (10-51.5) - Amending the GARBAGE, TRASH, AND OFFENSIVE CONDITIONS, Chapter 10, Article III, Abandoned Property, Section 10-51.5; to clarify the definitions of default and mortgagee; and to clean up language as to when a registration is required.

C. **PROPOSED ORDINANCE NO. R18-008 - FIRST READING** - Approve the revised and updated City ordinances to regulate the Fire Department. This is a revision of the local fire prevention ordinances as is required by Florida State Statute when a new edition of the Florida Fire Prevention Code has been adopted. Approval of this revision by the Board will allow our fire prevention ordinances to be consistent with the latest version of the Fire Prevention Code and comply with State Statutes.

D. The Mayor has requested that legal update the Commission on opioid and gun lawsuits that are occurring around the state. ***(Tabled to May 1, 2018)***

E. **PROPOSED ORDINANCE 18-006 - SECOND READING** - **PUBLIC HEARING** - Approval of Ordinance amending Section 18-164 of the Code of Ordinances to provide for mutual consent regarding use of the 185 money; amending Section 18-169 to add normal retirement age definition for members who retire with (20) years of service only retirement, to provide for payment of death benefits to a designated beneficiary in the event that there is no spouse, and to add ten year vesting for Police Officers hired on or after October 1, 2016; adding a new Section 18-178 to add a rehire after retirement provision. ***(Tabled to May 15, 2018)***

13. FUTURE AGENDA ITEMS

A. Staff to review PBC Ordinance on Panhandlers - **May 2018**

B. Approve Quantum Lakes Villas West Major Site Plan Modification (MSPM 17-001) for 104 Multi-family rental units and associated recreational amenities and site improvements, as well as a request for four (4) setback waivers, located on Lot 52 of Quantum Park, in the PID (Planned Industrial Development) zoning district. Applicant: John Lyon, Olen Properties. - **May 15, 2018**

C. Approve Boynton Village & Town Center Master Plan Modification (MPMD 18-002) to amend the previous approvals for SMU Parcel 1 from 115 single-family homes to 378 apartments and 55 townhomes, while reducing the total number of the approved residential unit allotment within the entire master plan from 1,120 to 1,115. Applicant: John Markey, JMK Developers. - **May 15, 2018**

D. Approve Cortina III Major Site Plan Modification (MSPM 18-003) to construct 378 apartments, 55 townhomes, and related site improvements on SMU Parcel 1 of the Boynton Village & Town

Center master plan. Applicant: John Markey, JMK Developers. - **May 15, 2018**

E. Staff to bring information concerning the following land parcels for the Commission to review - **TBD**
   Nichols Property
   Rolling Green
   Girl Scout Park

F. Commissioner Katz has requested the City Attorney to provide update on legal issues with QPODD - **TBD**

G. Staff to bring back to Commission results of negotiation with property owner a real estate purchase and sale agreement between the City of Boynton Beach and Brittany Bumgardner for a vacant parcel at the end of SW 24th Avenue adjacent to I-95. - **TBD**

H. Staff to report on the possibility of the City beginning a Bike Share Program - **May 15, 2018**

I. Mayor Grant to discuss PBC Transportation Planning Agency, Nick Uhren, Executive Director will be present - **May 15, 2018**

J. Agreement for Textile Recycling Franchise Agreement with FLSC, LLC dba Florida Textile Recycling Program for an exclusive City-Wide program - **May 15, 2018**

K. Announce Budget Workshop dates and times:
   Public Input Budget Workshop, Tuesday, May 29, 2018 @ 6:30 P.M. at Intracoastal Park Clubhouse; and

   Budget Workshops at Intracoastal Park Clubhouse;
   Monday, July 16, 2018 @ 5:00 P.M.
   Tuesday, July 17, 2018 @ 10:00 A.M.
   Wednesday, July 18, 2018 @ 2:00 P.M.

14. ADJOURNMENT

NOTICE

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, HE/SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. (F.S. 286.0105)

THE CITY SHALL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES WHERE NECESSARY TO AFFORD AN INDIVIDUAL WITH A DISABILITY AN EQUAL OPPORTUNITY TO PARTICIPATE IN AND ENJOY THE BENEFITS OF A SERVICE, PROGRAM, OR ACTIVITY CONDUCTED BY THE CITY. PLEASE CONTACT THE CITY CLERK'S OFFICE, (561) 742-6060 OR (TTY) 1-800-955-8771, AT LEAST 48 HOURS PRIOR TO THE PROGRAM OR ACTIVITY IN ORDER FOR THE CITY TO REASONABLY ACCOMMODATE YOUR REQUEST.

ADDITIONAL AGENDA ITEMS MAY BE ADDED SUBSEQUENT TO THE PUBLICATION OF THE AGENDA ON THE CITY'S WEB SITE. INFORMATION REGARDING ITEMS ADDED TO THE AGENDA AFTER IT IS PUBLISHED ON THE CITY'S WEB SITE CAN BE OBTAINED FROM THE OFFICE OF THE CITY CLERK.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION:
Call to Order - Mayor Steven B. Grant

Invocation

Pledge of Allegiance to the Flag led by Commissioner Katz

Roll Call

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Non-budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION: Informational items by Members of the City Commission

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EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION: Legislative update from Representative Al Jacquet

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EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION: Legislative update from Senator Bobby Powell

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EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION: Proclaim May 6 through May 12 as Municipal Clerks Week.

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Proclamation	Proclamation

City of Boynton Beach

Proclamation

WHEREAS, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and the Office of the Municipal Clerk is the oldest among public servants; and

WHEREAS, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels. Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, The Municipal Clerk serves as the information center on functions of local government and community; and continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

NOW THEREFORE, I, Steven B. Grant, Mayor of the City of Boynton Beach, Florida, do hereby proclaim the week of May 6 – 12, Two Thousand Eighteen as:

Municipal Clerk's Week

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach Florida, the 1st day of May Two Thousand Eighteen.

_____
Steven B. Grant, Mayor

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION: Proclaim May as National Historic Preservation Appreciation Month and recognize the 50th year anniversary of the Boynton Beach Historical Society.

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Addendum	Proclamation

City of Boynton Beach

Proclamation

WHEREAS, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, the City of Boynton Beach recognizes and appreciates the efforts of the Boynton Beach Historical Society, in this their 50th Anniversary year, to increase awareness and promote the need for public participation in preserving Boynton Beach's history, especially taking pride in the preservation of both of our historical schools which are our local treasures.

NOW THEREFORE, I, Steven B. Grant, Mayor of the City of Boynton Beach, Florida, do hereby proclaim the month of May Two Thousand Eighteen as:

National Historic Preservation Month

And call upon the people of Boynton Beach to join their fellow citizens across the United States in recognizing and participating in this special observance.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach Florida, the 1ST day of May Two Thousand Eighteen.

_____
Steven B. Grant, Mayor

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION: Proclaim the month of May as National Lupus Awareness Month

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EXPLANATION OF REQUEST: Lupus Foundation of America is devoted to solving the mystery of lupus, one of the world's cruelest, most unpredictable, and devastating diseases, while giving caring support to those who suffer from its brutal impact.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES: Not to proclaim the month of May as National Lupus Awareness Month

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
	Proclamation	Proclamation

City of Boynton Beach

Proclamation

WHEREAS, each year, the Lupus Foundation of America designates May as National Lupus Awareness Month to show support for the estimated 1.5 million Americans who have lupus.

WHEREAS, lupus is a cruel and mysterious chronic (lifelong) autoimmune disease in which the immune system is unbalanced, causing inflammation and tissue damage to virtually every organ system in the body.

WHEREAS, lupus can affect any part of the body, including the skin, lungs, heart, kidneys, and brain. No organ is spared. The disease can cause seizures, strokes, heart attacks, miscarriages, and organ failure.

WHEREAS, while lupus strikes mostly women of childbearing age, no one is safe from lupus. African Americans, Hispanics/Latinos, Asians and Native Americans are two to three times more likely to develop lupus - a disparity that remains unexplained.

WHEREAS, lupus can be particularly difficult to diagnose because its symptoms are similar to those of many other illnesses, and major gaps exist in understanding the causes and consequences of lupus. More than half of all people with lupus take four or more years and visit three or more doctors before obtaining a correct diagnosis.

WHEREAS, there has been only one new drug approved by the U.S. Food and Drug Administration specifically for lupus in 56 years; current treatments for the disease can

NOW THEREFORE, I, Steven B. Grant, Mayor of the City of Boynton Beach, Florida, do hereby proclaim the month of May, Two Thousand Eighteen as:

LUPUS AWARENESS MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach Florida, the 1st day of May Two Thousand Eighteen.

_____
Steven B. Grant, Mayor

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION: Proclaim May 2018 as National Mental Health Month. Boynton Beach Mental Health Committee will be present to accept the Proclamation..

EXPLANATION OF REQUEST:
The Boynton Beach community has access to coordinated and integrated networks of behavioral health services and supports that enhance mental health, wellness and quality of life.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Non-budgeted

ALTERNATIVES: Not to proclaim May 2018 as National Mental Health Month

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Proclamation	Proclamation

City of Boynton Beach

Proclamation

WHEREAS, mental health is essential to everyone's overall health and well-being, and;

WHEREAS, everyone experiences times of stress and struggles in their lives, and one in four adults and one in five youth ages 13-18 experiences serious mental illness and;

WHEREAS, 60 percent of adults and 50 percent of youth do not receive the treatment necessary for their mental health needs due to limited or no knowledge of the need, barriers to care, or fear and shame, and;

WHEREAS, research recognizes that adverse childhood experiences (ACEs), which include, but are not limited to physical, emotional and sexual abuse, physical and emotional neglect, household dysfunction, untreated mental illness, or incarceration of a household member, domestic violence, micro-aggressions and separation or divorce involving household members, are traumatic experiences that can have a profound effect on a child's developing brain and body and can result in poor physical and mental health during childhood and adulthood, and;

WHEREAS, promoting mental health and wellness leads to higher overall productivity, better educational outcomes, lower crime rates, stronger economies, lower health care costs, improved family life, improved quality of life and increased lifespan, and

WHEREAS, the City of Boynton Beach, recognizes the work of the Boynton Beach Mental Health Committee impacting awareness and education, access to services and acceptance of the importance of mental health and well-being to a person's overall success and supports the implementation of trauma informed approaches throughout the systems of care.

NOW THEREFORE, I, Steven B. Grant, Mayor of the City of Boynton Beach, Florida, do hereby proclaim the month of May of Two Thousand Eighteen as:

MENTAL HEALTH AWARENESS AND TRAUMA INFORMED CARE MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach Florida, the 1st day of May Two Thousand Eighteen.

_____
Steven B. Grant, Mayor

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION:
Appoint eligible members of the community to serve in vacant positions on City advisory boards. The following Regular (Reg) and Alternate (Alt) Student (Stu) and Nonvoting Stu (N/V Stu) openings exist:

Arts Commission: 2 Alts
Building Board of Adjustments & Appeals: 2 Regs and 1 Alt
Employee Pension Board: 1 Reg
Senior Advisory Board: 1 Reg and 2 Alts

EXPLANATION OF REQUEST: The attached list contains the names of those who have applied for vacancies on the various Advisory Boards. A list of vacancies is provided with the designated Commission members having responsibility for the appointment to fill each vacancy.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Appointments are necessary to keep our Advisory Board full and operating as effectively as possible.

FISCAL IMPACT: Non-budgeted None

ALTERNATIVES: Allow vacancies to remain unfilled.

STRATEGIC PLAN: Building Wealth in the Community

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
	Other	Appointments 05-01-18

APPOINTMENTS AND APPLICANTS FOR MAY 1, 2018

Arts Commission

III	Romelus	Alt	2 yr term to 12/19
IV	Casello	Alt	2 yr term to 12/19

Applicants

None

Building Board of Adjustments and Appeals

III	Romelus	Alt	2 yr term to 12/19 (Tabled 3)
I	Katz	Alt	2 yr term to 12/19
Mayor	Grant	Reg	3 yr term to 12/18
IV	Casello	Reg	2 yr term to 12/19 (Tabled 3)

Applicants

None

Employee Pension Board

IV	Casello	Reg	4 yr term to 12/20 Tabled (2)

Applicants

None

Senior Advisory Board

IV	Casello	Alt	2 yr term to 12/19 (Tabled 3)
Mayor	Grant	Alt	2 yr term to 12/19 (Tabled 3)
I	Katz	Reg	2 yr term to 12/19 (Tabled 3)

Applicants

None

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-066 - Approve traffic enforcement agreement with Nautica Sound Homeowner's Association.

EXPLANATION OF REQUEST:
HOA requested the agreement due to excessive speeding in the development. The HOA changed the speed limit and posted proper DOT signs to be compliant.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? We would be able to educate the residence of Nautica Sound so that they will all be safe in their community. It will not impact any services.

FISCAL IMPACT: Non-budgeted None

ALTERNATIVES:
Do not sign agreement.

STRATEGIC PLAN: Building Wealth in the Community

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving Traffic Enforcement Agreement with Nautica Sound
Agreement	Traffic Enforcement Agreement

RESOLUTION R18-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO SIGN AN AGREEMENT FOR TRAFFIC ENFORCEMENT BETWEEN THE CITY OF BOYNTON BEACH, FLORIDA AND NAUTICA SOUND HOMEOWNERS ASSOCIATION, INC., AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Nautica Sound Homeowners Association, Inc., (hereinafter referred to as "Association") owns or controls certain private roads lying and being in the City of Boynton Beach, Florida; and

WHEREAS, Association does not have the power to enact or enforce traffic laws within the Association, nor can it hire others with police power to do so; and

WHEREAS, pursuant to Chapter 316.006(1)(b), Florida Statutes, the Association hereby grants to the City of Boynton Beach, municipal traffic control jurisdiction over all those certain private roads in said Association.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

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

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby authorize and direct the Mayor to sign the Agreement for Traffic Enforcement between the City of Boynton Beach, Florida and Nautica Sound Homeowners Association, Inc., a copy of which is attached hereto as Exhibit "A".

Section 3. This Resolution will become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Christina L. Romelus	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

AGREEMENT

THIS AGREEMENT is entered into, this ____ day of _ April 2018, by and between:

> CITY OF BOYNTON BEACH, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, with a business address of 100 East Boynton Beach Boulevard, Florida 33435, hereinafter referred to "CITY,"
>
> and
>
> NAUTICA SOUND, ("Development"), having a business address of Nautica Sound Homeowners Association, Inc., 7000 Chesapeake Circle, Boynton Beach, FL 33435, hereinafter called "ASSOCIATION."

WHEREAS, CITY recognizes that it has full power and jurisdiction to patrol on private property to enforce all of the laws of the nation, state, county and city, duly enacted, excluding those of traffic control and enforcement; and

WHEREAS, ASSOCIATION specifically recognizes the above; and

WHEREAS, ASSOCIATION wishes to grant CITY the authority to exercise jurisdiction for traffic regulation purposes over any private or limited access road or roads of specified private segments of the ASSOCIATION, pursuant to §316.006(b) Florida Statutes;

W I T N E S S E T H :

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings of the parties hereto, and other good and valuable considerations, the parties hereto covenant and agree, each with the other as follows:

1.0 **Ratification.** The foregoing preamble is hereby ratified and confirmed as true and correct and incorporated herein.

2.0 **Recognition of Jurisdiction.** The ASSOCIATION hereby recognizes the jurisdiction of CITY over any private or limited access road or roads within the property indicated on the map attached hereto as **Exhibit "A,"** for traffic control purposes.

3.0 The ASSOCIATION shall provide CITY with a Resolution of the ASSOCIATION attached as **Exhibit "B"**, evidencing the ASSOCIATION's desire for CITY's services hereunder and authorizing the ASSOCIATION, via its President, to enter into this Agreement.

4.0 **Exercise of Jurisdiction.** The CITY hereby agrees to exercise jurisdiction for traffic control purposes over any private or limited access road or roads within the property within the Development listed on attached **Exhibit "A."**

4.1.The City of Boynton Beach Police Department agrees to provide a minimum base level of traffic enforcement service on all those certain private roads in the Development identified in **Exhibit "A."**

4.2.The level of service provided by the CITY shall be determined solely by the Boynton Beach Chief of Police and shall be based upon the availability of police personnel.

4.3.The Police Department shall choose the hours and days of operation, but these choices shall be based upon information from ASSOCIATION and the observations of the Boynton Beach Police Department and Public Works Department.

5.0 **Signs and Markings.** In order to permit CITY to perform pursuant to the terms of this Agreement, and to ensure appropriate jurisdictional and enforcement authority:

5.1.All traffic control devices on and along the private or limited access roads within the Development identified in **Exhibit "A"** must conform to the requirements contained in the United States Department of Transportation Manual on Uniform Traffic Control Devices for Streets and Highways (the "MUTCD") and CITY Engineering Standards. The determination as to whether signs or other traffic control devices meet the installation requirements and/or conform to the MUTCD and CITY Engineering Standards, shall be made solely by CITY. The CITY may conduct any necessary traffic engineering studies to determine appropriate regulatory traffic control within the ASSOCIATION.

5.2.In the event ASSOCIATION has installed traffic calming devices that do not conform with existing CITY and MUTCD standards, on or along the private or limited access roads within the Development identified in **Exhibit "A,"** such as speed humps and/or speed bumps, ASSOCIATION shall, at its sole expense, cause such devices to be removed within thirty (30) days of execution of this Agreement if CITY so requests or a traffic engineering study determines that the existing traffic calming devices are not warranted. Further, ASSOCIATION shall not install any traffic calming devices on or along its private or limited access roads during the term of this Agreement without the express written consent of the City of Boynton Beach Public Works Department.

5.3.ASSOCIATION shall purchase and install all signs, signage, posts, pavement markings, and other necessary traffic control, as prescribed by the CITY, as necessary for traffic control purposes. Should CITY determine that traffic-calming measures are appropriate, ASSOCIATION shall incur all costs of designing and installing such measures. ASSOCIATION shall be responsible for maintenance of any traffic control devices and traffic calming measures necessary or desirable for the enforcement of traffic laws.

6.0 **Insurance.** The ASSOCIATION agrees to maintain insurance under its general liability policy for all actions arising out of or in any way connected to this Agreement under minimum policy limits of $1,000,000 per occurrence. The Association agrees to name "City of

Boynton Beach, 100 E. Boynton Blvd., P.O. Box 310, Boynton Beach, FL 33435" as an Additional Insured and provide proof of insurance upon execution of this Agreement to the City's Risk Management Department.

7.0 **Gated Entrances.** In the event access to any portion of the ASSOCIATION's private or limited access roads is through a gate, ASSOCIATION shall take steps to ensure access by means other than gate codes, such as siren activated gates, Knox Box, or by bar-coding of vehicles, so as to permit uninhibited access by authorized police vehicles and prevent any delay in access to ASSOCIATION property. ASSOCIATION shall provide gate access codes to the Public Works Department for purposes of conducting traffic engineering analyses.

8.0 **Term.** The term of this Agreement shall be five (5) years, effective on the date of execution, provided that either party may terminate this Agreement without penalty upon sixty (60) days notice by notifying the opposite party in writing of its intention to do same.

9.0 **General Law Enforcement Jurisdiction.** ASSOCIATION recognizes the authority of CITY to patrol on private property, including ASSOCIATION's property, to enforce all laws of the nation, state, county and city other than for traffic control purposes, and same is done by Boynton Beach Police Department and other appropriate law enforcement agencies pursuant to law, and not through this or any other Agreement.

10.0 **Notices.** All notices which shall or may be given pursuant to this Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; (b) by means of prepaid overnight delivery service; or (c) by facsimile or email transmission, if a hard copy of the same is followed by delivery through the U.S. mail or by overnight delivery service as just described, addressed as follows:

To CITY:
Lori LaVerriere, City Manager
City of Boynton Beach
100 East Boynton Beach Boulevard
Boynton Beach, FL 33425
Telephone No. (561) 742-6010
Facsimile No. (561) 742-6011

with a copy to:
Boynton Beach Chief of Police
City of Boynton Beach
100 East Boynton Beach Boulevard
Boynton Beach, Florida 33425
Telephone No. (561) 742-6100
Facsimile No. (561) 742-6185

To ASSOCIATION:
c/o Gulfstream Services Management
1500 Gateway Blvd., Ste. 220
Boynton Beach, FL 33426
Telephone No. (561) 733-5550
Facsimile No. (561) 423-3143

Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after

deposit in the mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

11.0 **Severability**. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

12.0 **Modification of Agreement.** This Agreement may be modified upon mutual consent of the parties only in writing, and executed with the same dignity herewith.

13.0 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

14.0 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15.0 **Governing Law.** This Agreement shall be governed by the laws of the State of Florida, with venue lying in Palm Beach County, Florida.

16.0 **Additional Terms upon Modification or New Agreement**. Nothing herein shall preclude the parties from modifying this Agreement during the term of such, or, upon completion of the term, entering into another Agreement, to provide for additional or revised terms.

IN WITNESS WHEREOF, CITY and ASSOCIATION have executed this Agreement by their duly authorized officers, this _____ day of _____, 2018.

CITY OF BOYNTON BEACH

BY:_____
Steven B. Grant, Mayor

ATTEST:

BY:_____
Judith A. Pyle, CMC, City Clerk

APPROVED AS TO FORM:

(CITY SEAL)

BY:_____
OFFICE OF THE CITY ATTORNEY

/Users/joseph/Library/Containers/com.apple.mail/Data/Library/Mail Downloads/1B7837A6-3C0E-48D4-B554-BE50CD229BC2/Nautica TEA (2018).doc

NAUTICA SOUND HOMEOWNERS
ASSOCIATION, INC.

BY: _____
Joseph Montes, President

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared, Joseph Montes, as President of Nautica Sound Homeowners Association, Inc., on behalf of and duly authorized to execute the same, and acknowledged ~~he executed~~ the foregoing Agreement for the use and purposes mentioned in it, and who is personally known to me or has produced N/A as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 30 day of January, 2018.

SCOTT STRALEAU
MY COMMISSION # GG 063529
EXPIRES: March 24, 2021
Bonded Thru Budget Notary Services

NOTARY PUBLIC
My Commission Expires:

/Users/joseph/Library/Containers/com.apple.mail/Data/Library/Mail Downloads/1B7837A6-3C0E-48D4-B554-BE50CD229BC2/Nautica TEA (2018).doc

EXHIBIT "A"

DIAGRAM AND DESCRIPTION OF ASSOCIATION PROPERTY CONTAINING THE SUBJECT PRIVATE ROADS

NAUTICA
BY G.L. HOMES OF FLORIDA
SOUND
This Site Plan is for illustrative and conceptual purposes only and is subject to change without notice. Building locations, roadways, dimensions and landscaping may change as construction progresses.

EXHIBIT "B"

ASSOCIATION'S AUTHORIZATION TO ENTER INTO THIS AGREEMENT

NAUTICA SOUND HOMEOWNERS ASSOCIATION
ORGANIZATIONAL MEETING MINUTES
DECEMBER 18, 2018

1. CALL TO ORDER at 8:14 P.M.

2. ROLL CALL: Hector Garcia, Jospeh Montes, Anthony Spilabotte, Maurice Stewart, Rene Milici and Jason Weeks of Gulfstream Management.

3. Officer Nominations:
   a. **MOTION** by Jospeh to be President , 2nd by Rene. Vote 2-2 - Hector Garcia voted in favor of Jospeh Montes. 3-2
   b. **MOTION** by Maurice to be President, 2nd by Anthony. Vote 2-2
   c. Joseph Montes nominated as President.
   d. **MOTION** by Joe , 2nd by Rene for Anthony Spilabotte to be Vice President. Vote 3-1.
   e. Anthony Spilabotte nominated as Vice President
   f. **MOTION** by Maurice to be Treasure no second
   g. **MOTION** by Hector to be Treasure, 2nd by Joe. Vote 3-1
   h. Hector Garcia nominated as Treasure
   i. **MOTION by** Rene to be Secretary, 2nd by Anthony. Vote 4-0.
   j. Rene Milici nominated as Secretary.
   k. Maurice Stewart Board Member

President - Jospeh Montes
Vice President - Anthony Spilabotte
Treasure - Hector Garcia
Secretary - Rene Milici
Board Member - Maurice Stewart

MEETING ADJOURNED AT 8:18 P.M.

Rene Milici

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-067 - Authorize the City Manager to sign an agreement with Zambelli Fireworks Manufacturing Co. of Boca Raton, FL as a result of RFP No. 007-2710-18/IT for the Fourth of July fireworks displays for the Years 2018, 2019 and 2020 and other additional City events as required for an amount as approved and budgeted by the City Commission for events.

EXPLANATION OF REQUEST:
On March 23, 2018, the RFP for Fireworks Displays was advertised in the legal notices section of the Palm Beach Post and distributed to ninety (96) prospective suppliers via the City's electronic bid management system. The RFP invited Proposers to provide a technical proposal for a Fireworks Display at the following separate price points:

Twenty-thousand Dollars ($20,000);
Twenty-five thousand Dollars ($25,000);
Thirty-five thousand Dollars ($35,000);
Forty-thousand Dollars ($40,000);
Forty-five thousand Dollars ($45,000);
Fifty-thousand Dollars ($50,000);

The RFP also invited Proposers to provide a separate price for an optional barge that will be placed on the Intracoastal Waterway for the Fourth of July fireworks events.

On April 13, 2018, Procurement Services received and opened one (1) proposals in response to the RFP, which was reviewed by Purchasing Services to ensure the proposal met the RFP requirements. The single proposal from Zambelli Fireworks Manufacturing Co., Inc. indication in their proposal that they could only guarantee the price submitted for the optional barge for the 2018 Fourth of July Event.

An Evaluation Committee consisting of Eleanor Krusell, Public Communications and Marketing Director, Mary DeGraffenreidt, Events and Program Manager, John Durgan, Special Projects Coordinator, and Mara Frederiksen, Deputy Finance Director reviewed and ranked the single proposal. The Evaluation Committee was unanimous in their decision to make a recommendation to City Commission to approve the ranking and award of the subject contract to the number one (1) ranked firm, Zambelli Fireworks Manufacturing Company.

The initial term of the Contract is three (3) years commencing on the date the Agreement is executed by the City and may be renewed for two (2) additional one-year terms at the same terms, conditions, and prices subject to satisfactory performance, vendor acceptance, and determination that renewal will be in the best interest of the City.

The City has organized and contracted for the fireworks display since 2014.

Funding for the event is included in the City's General Fund in the FY 2017/2018 budget.

Actual expenditures for the July 4th fireworks program paid by the City for the previous three year period are as follows:

2017 $39,855 + $15,000 for the barge = $54,855.00
2016 $39,855 + $15,000 for the barge = $54,855.00
2015 $39,855 + $15,000 for the barge = $54,855.00

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
Although the Recreation and Parks Department is taking the lead role in organizing this event, various City departments will be involved in the safety and success of the July 4th celebration, including the Police, Fire, and Public Works Departments.

FISCAL IMPACT: Budgeted
Funding for the July 4th Fireworks Display are available in the City Hall Special Events account no. 001-1211-512-48-24.

ALTERNATIVES:
Do not approve this contract and either re-advertise or not hold the annual July 4th Fireworks Display.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving the three year agreement for fireworks display
Agreement	Agreement-Zambelli
Attachment	Notice of Intent to Award - Zambelli
Attachment	RFP Submittal - Zambelli Fireworks

RESOLUTION NO. R18-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN A THREE YEAR PROPOSAL BETWEEN THE CITY OF BOYNTON BEACH AND ZAMBELLI FIREWORKS MANUFACTURING CO., TO PROVIDE THE CITY'S ANNUAL JULY 4TH FIREWORKS DISPLAY AND OTHER CITY EVENTS AS REQUIRED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 13, 2018 Procurement Services received and opened one proposal in response to RFP No. 007-2710-18/IT; and

WHEREAS, the Evaluation Committee reviewed and ranked the single proposal recommending to award Zambelli Fireworks Manufacturing Co., the three year contract as the most responsive, responsible bidder meeting all specifications; and

WHEREAS, City staff recommends to the City Commission that it approve the three year proposal between the City of Boynton Beach and Zambelli Fireworks Manufacturing Co, for the Annual July 4th Fireworks Display.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

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

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby approves the three year proposal and authorizes the City Manager to sign the

Agreement between the City of Boynton Beach and Zambelli Fireworks Manufacturing Co, for the Annual July 4th Fireworks Display, a copy of which is attached hereto as Exhibit "A".

Section 3. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Christina L. Romelus	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as "the City", and **ZAMBELLI FIREWORKS MANUFACTURING CO.** hereinafter referred to as "the Vendor", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION. The Vendor is retained by the City to perform services in connection with the **RFP FOR FIREWORKS DISPLAYS; RFP No.: 007-2710-18/IT.**

2. SCOPE OF SERVICES. Vendor agrees to perform the services, identified in **Section II – Scope of Services** and attached hereto as **Exhibit A**.

3. TIME FOR PERFORMANCE. Work under this agreement shall commence upon written notice by the City to the Vendor to proceed. Vendor shall perform all services and provide all work product required pursuant to this agreement upon written notice to proceed.

4. TERM: This Agreement shall be for a period of three (3) years commencing on the date the Agreement is executed by the City. The City of Boynton Beach may extend the contract with the same terms and conditions for two additional, one-year renewal terms subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

5. PAYMENT: If the RFP provides that the City shall compensate the Vendor for services provided by the Vendor, City agrees to pay Vendor, in the manner specified in the RFP, the amounts set forth in Vendor's Response for work actually performed and completed pursuant to the Contract, which amount shall be accepted by the Vendor as full compensation for all such work. It is acknowledged and agreed by Vendor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Vendor for its services related to this Contract. The amount, however, does not constitute a limitation, of any sort, upon Vendor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to Vendor to reimburse its expenses.

   The Vendor's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.

6. OWNERSHIP AND USE OF DOCUMENTS. All documents, drawings, specifications and other materials produced by the Firm in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Firm shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Firm's endeavors.

7. COMPLIANCE WITH LAWS. Vendor shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this agreement.

8. INDEMNIFICATION. Vendor shall indemnify, defend and hold harmless the City, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion

thereof, including fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Vendor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Vendor.

9. INSURANCE. The Vendor shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury; and $1,000,000 per occurrence/aggregate for property damage, and professional liability insurance in the amount of $1,000,000 per occurrence to 2 million aggregate with defense costs in addition to limits; workers' compensation insurance, and vehicular liability insurance.

   Said general liability policy shall name the City of Boynton Beach as an "additional named insured" and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.

10. INDEPENDENT CONTRACTOR. The Vendor and the City agree that the Vendor is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Vendor nor any employee of Vendor shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Vendor, or any employee of Vendor.

11. COVENANT AGAINST CONTINGENT FEES. The Vendor warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the Vendor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the Vendor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

    For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. DISCRIMINATION PROHIBITED. The Vendor, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

13. ASSIGNMENT. The Vendor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.

14. NON-WAIVER. Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. TERMINATION.

    a. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Vendor.

b. In the event of the death of a member, partner or officer of the Vendor, or any of its supervisory personnel assigned to the project, the surviving members of the Vendor hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Vendor and the City, if the City so chooses.

16. DISPUTES. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

17. NOTICES. Notices to the City of Boynton Beach shall be sent to the following address:

    Lori LaVerriere, City Manager
    City of Boynton Beach
    P.O. Box 310
    Boynton Beach, FL 33425-0310

    Notices to Vendor shall be sent to the following address:

    Michael Simmons, Project Manager
    1 West Camino Real Blvd, Suite 100
    Boca Raton, FL 33432

18. INTEGRATED AGREEMENT. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the Vendor and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Vendor.

19. PUBLIC RECORDS. Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

    The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

    A. Keep and maintain public records required by the CITY to perform the service;

    B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

    C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

    D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by

Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

JUDY PYLE, CITY CLERK
100 E BOYNTON BEACH BLVD.
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
PYLEJ@BBFL.US

DATED this _____ day of _____, 20____.

CITY OF BOYNTON BEACH

_____ _____

Lori LaVerriere, City Manager Vendor

Attest/Authenticated: _____

Title

_____ (Corporate Seal)

Judy Pyle, City Clerk

Approved as to Form: Attest/Authenticated:

_____ _____

James A. Cherof, City Attorney Secretary

EXHIBIT A
SCOPE OF SERVICES

A. GENERAL

The awarded Proposer shall be responsible for the successful, timely, and uninterrupted fireworks display at the City's Fourth of July Celebration and other events required by the City. The fireworks displays shall be synchronized to pre-approved music.

Proposer shall provide a list of fireworks, shells, and special effects, required or proposed for the Fireworks Display that meets the terms, conditions, and specifications contained in this RFP. Proposers are required to provide a technical proposal for a Fireworks Display at the following separate price points:

- **Twenty-Thousand Dollars ($20,000.00);**
- **Twenty-Five Thousand Dollars ($25,000.00);**
- **Thirty-Five Thousand Dollars ($35,000.00);**
- **Forty-Thousand Dollars ($40,000.00);**
- **Forty-Five Thousand Dollars ($45,000.00);**
- **and Fifty-Thousand Dollars ($50,000.00).**

These price points shall be inclusive of all other charges, such as, but not limited to permitting, staffing, and security. The proposer shall also provide a separate price for the optional barge requirement.

B. PERFORMANCE STANDARDS

The Fourth of July displays will be held July 4, 2018, July 4, 2019 and July 4, 2020. Additional display dates, if required, will be determined by City.

The City reserves the right to determine the locations for the additional events (which may/may not include a barge).

The displays shall begin sharply at 9:00 p.m.

The displays shall continue for no less than twenty (20) minutes with no period of time from opening to finale where there is not a display in the air. The time of the display shall not include any opening or closing commentary.

Provide written procedures outlining plans for delivery, set-up, and discharge of fireworks display in response to variable weather at least three (3) weeks prior to display date.

The awarded proposer agrees that should inclement weather be forecasted preventing a fireworks display then such display must be implemented on the next feasible (good weather) agreed upon by both parties and without any deduction in the number of shells without additional costs to the City.

In the event that the fireworks have been prepared, anticipating good weather, and inclement weather prevents igniting, then such display of fireworks must be implemented on the next feasible (good weather) agreed upon by both parties in the best possible manner and without additional costs to the City.

The Fourth of July shows shall be displayed from a barge placed on the Intracoastal Waterway, facing the City's Intracoastal Park and Clubhouse, 2240 North Federal Highway, Boynton Beach, FL 33435. The City reserves the right to determine alternative locations for non-Fourth of July events within the corporate limits of the City.

C. REQUIREMENTS

GENERAL

Awarded proposer must furnish all equipment necessary to effectively and safely produce the required fireworks display. Fee must be all inclusive for the fireworks display, including, but not limited to equipment, permitting, security and costs. No other fees will be paid by City.

The City reserves the right to require the awarded proposer to provide a barge option who shall be fully responsible for securing a barge, and all related costs, for displays on the Intracoastal Waterway. The price for a barge shall include all costs including, but not limited to, any required permits, port fees, loading and unloading, security and fuel. The barge must be in the designated fireworks shooting location and fully prepared no later than 6pm. The awarded proposer is responsible for securing the area around the shooting location and will remain in that location until after the event when the City or auxiliary services determines it can be moved safely.

Upon completion of the of the display, all equipment and debris related to the set-up and discharge of fireworks display must be immediately removed after the show, and once safe to do so, including retrieval and removal of any unexploded or defective fireworks, frames, set and lumber. Awarded proposer will be fully responsible for any costs incurred by the City in connection with debris left on the City's property. Awarded proposer shall be responsible for any and all damage to fireworks location due to load-in and load-out.

STAFFING

All fireworks areas utilized must be secured by professional personnel to oversee that equipment and safety is not compromised, at no additional cost to the City.

A representative of the company that is authorized to legally bind and make decisions for the company must be available by phone five (5) days prior to the display date. In the event of an emergency, representative must be on-site within four hours of the emergency. Representative must have radio or phone contact with personnel on the barge (or at designated location for other firework displays).

Each display shall require two (2) professionally pyro-technicians (Display Operators). Operators must be trained, certified and experienced in major electronically fired shows and in the handling, transporting and discharge of fireworks. In addition, the Display Operators must have the appropriate number of assistants to set-up and fire the display.

i. Display Operators and assistants shall be at least twenty-one (21) years of age.

ii. Display Operators shall have experience as a Display Operator in at least five (5) shows equal to, or greater than, the display to be provided to the City of Boynton Beach.

iii. On-site Display Operators shall be named in the Qualifications Statement. Changes to the Display Operators shall be pre-approved by the City.

CONTRACTOR'S RESPONSIBILITIES

Observe and comply with all of the current NFPA Code 1123, 1124 and 1126 and any changes to the code enacted during the term of the contract.

File a permit application through the Boynton Beach Fire Rescue Department a minimum of thirty (30) days prior to the display.

Abide by all police, fire, local, state and U.S. Coast Guard and marine patrol requirements, as well as the Federal Aviation Administration. Obtain and provide a copy of all applicable permits and approvals to City at least three (3) weeks prior to the show. Permit costs are the responsibility of the awarded proposer.

Awarded proposer shall obtain, at their expense, all permits required and comply with all federal, state and local ordinances.

Practice the most current and stringent industry safety standards at all times and comply with all applicable laws and regulations.

ACCESS and INSPECTIONS

Awarded proposer must provide the Boynton Beach Fire Rescue with a detailed, finalized shot list including all fireworks to be loaded on the barge, at least three (3) weeks prior to the event.

Fireworks transfer within the City limits is prohibited without the express prior written approval of the City and Boynton Beach Fire Rescue.

The Boynton Beach Fire Rescue shall be permitted to inspect any and all fireworks to be used to determine compliance with all state and local requirements, including NFPA 1123, at any time. Awarded proposer shall correct any safety hazards deemed necessary by Boynton Beach Fire Rescue.

Awarded proposer must be responsible for storage, and all related costs, of fireworks prior to placement on the barge.

Deliver and secure fireworks to the loading area no later than 12:00 p.m. the day before the show.

Provide notification at least forty-eight (48) hours in advance of inventory check, a printed, detailed, itemized, inventory shipping list of all shells shipped for fireworks display. If the display will be on a Sunday or Monday then notification shall be on the Friday prior to the show. Notification must be directed to the Boynton Beach Fire Rescue. Adequate time must be allowed for the Fire Inspector to do the final count and inspection to include photographs.

Provide any variations of the forty-eight (48) hour inventory check of all shells no later than 10:00 a.m. on show day.

All fireworks packages shall be clearly labeled as to size, type, quantity and country of origin and what shells contain multiple projections.

All firework shells utilized must have been tested and assigned "EX" numbers by the appropriate regulatory agency.

Allow total access of contractor operations to the Boynton Beach Fire Rescue at all times of the day at the shot site.

COMMUNICATIONS

Attend one pre-show meeting at City Hall, at least three 3 weeks in advance, that will include load-in and load-out procedures, and City staffing required (e.g., Fire and Police Services), with City Staff and Boynton Beach Fire Rescue at no additional cost to the City. The date and time shall be at the discretion of the City.

Individual representing company, and all Display Operators, shall have a working cellular phone and provide the designated City personnel with the cellular phone number.

If deemed necessary by the City, provide at least six (6) communication radios, at no additional costs to the City, for direct contact between Display Operators (2), Boynton Beach Fire Rescue Office (2), and City Staff (2), for the day of the show beginning with the inventory check. Radio contact must be maintained throughout the day until the show is completed and a basic verbal evaluation is completed.

In the event of any show deviations or misfirings, the awarded proposer shall immediately notify authorized City Staff of the incident. The authorized City staff will be identified in the pre-show meeting(s).

DISPLAY

Displays must begin promptly at 9:00 p.m. local time.

The display shall continue for no less than twenty (20) minutes with no period of time from opening to finale where there is not a display in the air. The time of the display shall not include any opening or closing commentary.

The display shall be synchronized to music. The play list, as well as timing and length of each song segment, shall be sent to the City via an online transfer for pre-approval no later than three (3) weeks prior to the show.

Displays must be put on by using electrical firing only.

The height of all fireworks shall be a minimum of 400 feet and shall not exceed 600 feet.

Fireworks shells must be between three inches (3”) and ten inches (10”).

Shows shall include a minimum of two special effects.

Tails of shells shall not be counted as an additional or separate shots; however, shells with tails shall be noted.

OPTIONAL BARGE REQUIREMENT

1. The City reserves the right to require the successful Proposer to provide a barge option. The Proposer shall provide the price for the barge in their technical proposal as an optional item.

2. The Proposer shall be fully responsible for securing a barge for the July 4th Fireworks Display and as additionally required. The price for a barge shall include all incidental costs including any required permits, port fees, loading and unloading, and fuel.

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The City of
Boynton Beach

PROCUREMENT SERVICES
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
561-742-6310
Fax: (561) 742-6316

NOTICE OF INTENT TO NEGOTIATE/AWARD

SOLICITATION NO. **RFP NO. 007-2710-18/IT**
SOLICITATION TITLE: **FIREWORKS DISPLAYS**
DATE OF NOTICE: **APRIL 23, 2018**

At the public ranking meeting of April 19, 2018, the Selection Committee for the above referenced solicitation scored and ranked the single submittal as follows:

RANKING: 1. ZAMBELLI FIREWORKS MANUFACTURING CO.

This Intent to Award will be presented to City Commission as a recommendation to approve the Selection Committee Rankings and authorize staff to enter into a contract with the first ranked firm: ZAMBELLI FIREWORKS MANUFACTURING CO.

This Notice is conditioned upon and subject to the City of Boynton Beach's reservation of rights as contained in the RFP documents and approval by the City Commission.

In accordance with Section 2-355 of the Palm Beach County Code of Ordinances, the Cone of Silence remains in effect for this solicitation until award, rejection or other action is taken by the applicable award authority to otherwise end the solicitation process.

Submitted by:

_____
Ilyse Triestman, CPPO, CPPB, FCCN
Purchasing Manager

Zambelli
FIREWORKS

CITY OF BOYNTON BEACH
PROPOSAL FOR FIREWORKS DISPLAYS
RFP No. 007-2710-18/IT

Fireworks proposal prepared by Zambelli Fireworks

Mike Simmons

Project Manger

(941) 232-2114

mikesimmons@zambellifireworks.com

Zambelli
FIREWORKS

April 10, 2018

Procurement Services
100 E. Boynton Beach Boulevard
PO Box 310
Boynton Beach, Florida 33425-0310

RE: RFP No. 007-2710-18/IT

On behalf of Zambelli Fireworks, I want to thank you for the opportunity to bid on the City of Boynton Beach, 4th of July 2018, 2019 and 2020 fireworks display.

Numerous variables effect fireworks productions, especially complex, barge displays. The Zambelli Fireworks Team has a long history exceeding client expectations by producing flawless, safe, amazing choreographed displays. Pre-planning is the key to delivering a solid customer experience including permits, safety plans, technician training, and communication. The Team is prepared to work closely with the City, Fire/Safety, and other parties relevant to producing a spectacular event.

As Zambelli Fireworks Operations and Project Manager, you have my personal guarantee that our design and technician team will outperform the City's expectations for the event's fireworks display. We have fully read and accept the scope of work set forth in the RFP. The time period to complete the work is acceptable. The enclosed proposal is a firm and irrevocable offer.

Our company offers the best insurance in the fireworks industry with a $10 million PER CLAIM policy. More importantly, Zambelli's training program for pyro-technicians is second to none. We command a culture of the utmost focus on safety for both our technicians and the surroundings of the firing site.

Zambelli Fireworks was proud to partner with the City for the 4th of July Firework's Displays in 2013, 2014, 2015, 2016 and 2017. The feedback was tremendous and Zambelli Fireworks would love to again provide another amazing display for the City on Independence Day. We ask that the City of Boynton Beach review the enclosed proposal and select Zambelli Fireworks based upon decades of providing successful displays.

Respectfully,

Mike Simmons
Zambelli Fireworks
(941) 232-2114 cell
mikesimmons@zambellifireworks.com

Zambelli
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TAB 2 – Statement of Organization

A. Legal Contracting Name: **ZAMBELLI FIREWORKS MFG. CO.**

B. State of organization or incorporation: **PENNSYLVANIA**

C. Ownership structure: **Corporation**

D. Federal Identification Number: **25-1092931**

E. Contact info for Corporate Office: **Zambelli Fireworks Mfg. Co**
120 Marshall Dr.
Warrendale, PA 15086
(724) 658-6611

F. Contact info for Local Office: **Zambelli Fireworks**
1 West Camino Real Blvd. Suite 100
Boca Raton, FL 33432
(561) 395-0955

G. List of Officers/owners:

George R. Zambellll, Jr., MD, Chairman of the Board
grzambelli@earthlink.com

Edward J. Meyer, CEO
ejmeyer@zambellifireworks.com

Tom Bametzrieder, President
t.bametzrieder@zambellifireworks.com

Richard K. McDonald Trust, Investor
R. Gary McKnight, Investor

All officers and owners may be reached through the Corporate Office listed above.

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H. Additional organization info: Florida Regional Office Staff

Mike Simmons
Project Manager/Facility Operations Manger
(561) 395-0955 Office
(941) 232-2114 Cell
mikesimmons@zambellifireworks.com

Mike Simmons has been designing and displaying shows for Zambelli Fireworks for more than 25 years. He has produced and fired displays both nationally and internationally. Mike works closely with customers to insure that all logistics and planning are accomplished in the most efficient manner. Additionally, he acts as the Zambelli Florida Facility and Operations Manager overseeing the logistics and ATF regulations for all shows within the State of Florida.

Mike will be the primary Project Manager for the City of Boynton Beach.

Zach Taminosian
Senior Design Choreographer
239-225-8012 cell
zach@zambellifireworks.com

Zach has worked with Zambelli Fireworks since 2001. His primary role is Design Choreographer for more than 50 displays annually within Zambelli Fireworks. Zach has designed and produced displays including full flame-effect productions, complex displays such as the annual Minneapolis Aquatennial, displays internationally in Mexico, Canada, Oman, and Macau, and is a guru with indoor and outdoor close proximity design work. His attention to detail, love of fireworks, and knowledge of the Fire One system help create spectacular choreographed displays.

Zach will work closely with Zambelli Team members, City Team members, and the Fire Dept. officials to create a very safe, very exciting production.

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Danielle Fredrickson
Senior Customer Service Manager
561-395-0955
daniellefredrickson@zambellifireworks.com

Danielle works behind the scenes to make every aspect of the fireworks display logistics come together. She has an in-depth knowledge of the permitting process and will work closely with the City to make sure all paperwork is in order and maintained correctly. Danielle will be the lead in permitting, site maps, contracts, invoicing, and helping with any day to day communication.

Kacey Woods – Sales Support Specialist
Tony Sawdey – Project Manager
Ernie Simmons – Senior Project and Florida Training Manager

I. Primary representative contact info for RFP:

Mike Simmons, Operations and Senior Project Manager
(941) 232-2114 cell, (561) 395-0955 office
mikesimmons@zambellifireworks.com
1 West Camino Real, Suite 100
Boca Raton, FL 33432

J. Secondary representative contact info for RFP:

Danielle Fredrickson, Customer Service Manager
(561) 395-0955
dfredrickson@zambellifireworks.com
1 West Camino Real, Suite 100
Boca Raton, FL 33432

K. There are no potential conflict of interest related to this RFP. There are no pending or current litigation relating to the performance of requested financial advisory services of which Zambelli is a part to.

L. There are no anticipated changes to the ownership or executive leadership at this time.

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TAB 3 – MINIMUM QUALIFICATIONS

A. Zambelli Fireworks Mfg. CO, is a Pennsylvania Corporation and is registered with the State of Florida.

B. License's and Certifications

i. Display Operators APA certification, please see attached
Jeff Rolf – Senior Technician, has been the Lead Technician for the City of Boynton Beach for the past 5 years and will again be Lead Tech for the display.

ii. Continuing Education and Safety Program

Zambelli Fireworks corporate policy includes mandated, thorough training of all Lead Technicians and Assistant technicians. Ernie Simmons, the Director of Safety and Technician training, resides in Winter Haven, FL. and manages the training of all technicians.

All Lead Technicians have had significant in-field experience regarding managing a technician crew, equipment, fireworks and firing systems. In addition, all Lead Technicians must attend and pass a certified American Pyrotechnic Association (APA) training test that encompasses NFPA regulations and general knowledge of all aspect of display fireworks.

Assistants assigned to any crews must also pass in-field and in-classroom examinations to participate in field work.

All Zambelli Fireworks technicians have filled out and passed the ATF Employee Possessor Questionnaire for federal background approval to handle 1.3g explosives.

iii. Federal Explosive License, please see attached.

iv. All Zambelli drivers shall have the proper CDL with HazMat endorsements.

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TAB 4 – EXPERIENCE AND REFERENCES

A. Describe the experience of pyrotechnicians, size of crew and number of shooters onsite.

Highly trained and certified technicians will be the only crew assigned to the display. These technicians will be equipped with both two-way radios and cell phones. A crew of 4 to 5 technicians will be present. In addition to the Senior Technician, the Lead Assistant will be qualified to fire the display as well. The Senior Technician will be able to bind and make decisions for Zambelli Fireworks.

B. Describe the length and quality of company experience.

Proudly known as the "First Family of Fireworks," Zambelli Fireworks is one of the oldest and largest American fireworks companies.

The corporate headquarters and main plant operations are based in Warrendale, PA. The southeast regional office is located in Boca Raton, FL and the western office is located in Bakersfield, CA. Zambelli Fireworks currently employees over 49 full-time employees and thousands of trained, qualified pyrotechnicians. All full-time staff and technicians working with your display will be fully trained, federally approved, Zambelli employees.

The Zambelli family has manufactured the highest quality fireworks and has presented artistic excellence in fireworks displays for over 120 years.

Zambelli Fireworks is known worldwide for setting the industry standard in show design and technology.

George Zambelli, Sr. was the pioneer of Zambelli Fireworks for over 65 years. His father, Antonio Zambelli, brought the artistry to New Castle, PA from Italy.

George Zambelli Jr., current Chairman of the Board, is carrying on the Family Tradition of "Lighting Up the Skies!" The Zambelli family and year-round professional staff of technicians, designers, office staff and administrators are here to assist and guide you in the development and implementation that is specific for your fireworks event. We have a team of individuals ready to make your event an extreme success.

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Many of the most sought-after master pyrotechnicians in the industry are longtime employees of Zambelli Fireworks.

Experience means quality. Zambelli Fireworks is proud to have a number of individuals who have made long careers within the pyrotechnics industry. The Senior Plant Manager has over 35 years experience in fireworks, the Senior Choreographer/Show Designer has over 25 years experience in fireworks, and the Senior Product Manager has over 25 years experience choosing the highest quality shells and equipment. These individuals' dedication to the artistry of pyrotechnics creates a scenario for quality fireworks shows for every client, large and small.

There's a tremendous dedication to technician training to ensure the safest display with the highest quality production.

All of our display technicians have attended Zambelli Fireworks' extensive training program and have met all of the rigid safety procedures, which exceed state and federal requirements. We offer a number of different training courses with extensive classroom and hands-on training, per year, around the country. New technicians must also work alongside experienced technicians to gain competence and meet the highest safety, regulatory, and overall performance standards.

Zambelli Fireworks exists as the largest fireworks company in the United States for one reason…customer service and satisfaction EVERY SHOW!

Zambelli Fireworks is proud to be the largest fireworks company in the United States. However, we cannot rest on our laurels by simply being the largest. We must prove our quality and customer satisfaction to every client, on every show, every time. Clients trust us to successfully produce thousands of displays every year. Our goal is to outperform with every show, large or small.

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COMPANY EXPERIENCE:

Internationally Known Programs

The Statue of Liberty, Super Bowls, Presidential Inaugurations, Visits of Kings and Queens, Times Square New Years Eve, Mount Rushmore, Washington D.C. and New York City Fireworks displays, Kuwait Display for the Troops in the First Gulf War and many more historical events.

Top U.S. Festivals and Civic Celebrations

Thunder Over Louisville/Kentucky Derby Festival, Minneapolis Aquatennial, Pittsburgh 250th Anniversary, Boise Riverfest, Macon Cherry Blossom Festival, the North Carolina State Fair, Canton Football Hall of Fame, Tampa Gasparilla Celebration, the Florida State Fair and many more.

Sports Franchises and Venues

Detroit Tigers, Pittsburgh Pirates, Baltimore Orioles, Colorado Rockies, Colorado Rapids, Washington Redskins, Pittsburgh Steelers, Ft. Myers Miracle, Bradenton Marauders, Carolina Mudcats, Winston Salem Dash, Buffalo Bison, Charleston Riverdogs, Winston-Salem Wart Hogs, Louisville Bats, Clemson University, University of Miami, ACC Championship Game (Tampa), St. Petersburg Bowl (Tropicana Field) and a number of other College and HS Football venues.

Florida and Caribbean Displays

Tampa Gasparilla Pirate Festival, Annual FFEA conference, Bradenton River Regatta, Carnival in the Sky – Immokalee, Edison Ft. Myers Festival of Light, Orlando July 4th, Boca Raton July 4th, Sanibel Island July 4th, Naples July 4th and New Year's Eve, Sarasota July 4th, Siesta Key July 4th, the Florida State Fair, Coconut Creek Festival, City of Winter Haven, Nevis West Indies, St. Thomas NYE, Puerto Rico NYE, and many more!

C. Describe the performance of other fireworks display shows, including records.

The Southeast Team members are responsible for more than 450 fireworks displays annually. July 4th includes approximately 130 displays annually.

The range of displays vary greatly from private $5,000 weddings and corporate events to computer choreographed, complex displays in excess of $100,000. The Team also produces a number of water-borne barge displays, close proximity and indoor special effects, as well as international travel.

Some projects completed by the Southeast Team in the past 12 months include:

Coconut Creek Butterfly Festival – Annual water based platform display

University of Miami Homecoming – Annual Boat Burning Special Effects and Fireworks Extravaganza. Barge and choreographed.

Delray Beach July 4th – Annual beach display provided since 2013.

Sarasota – Marina Jacks July 4th and NYE Programs – Choreographed displays fired annually by Zambelli Fireworks for the past 15 years

City of Orlando – Annual July 4th displays on barges in Lake Eola.

City of Naples – Annual July 4th and NYE Barge Display.

City of Marco Island – Annual July 4th Barge Display

D. Describe experience working with other governmental entities, particularly municipalities.

The Zambelli Southeast Team manages displays in most of the counties throughout the States of Florida, Georgia, North and South Carolina. We work with all levels of the local city and county governments, local Chambers of Commerce, State agencies and even US Military Bases. Approximately 90% of all July 4th displays are with local governments. During the week of July 4th, 2017, Zambelli produced 10 displays for various municipalities within Palm Beach County alone. Below are 3 references

City of Delray Beach/DBMC – Jarrod White (561) 279-1380
2013-2017 Beach Display, 2018 Barge Display

City of Boca Raton – Monika Amar (561) 367-7073
Annual July 4th Display past 20+ years
Annual Christmas Tree Lighting 2013 - present
Annual Boat Parade 2013 – present

Village of Wellington – Michelle Garvey (561) 791-4082
Annual July 4th Display past 20+ years

E. Describe experience coordinating with other events in South Florida.

Zambelli Produces many display's in the South Florida market. We work with each event planner to ensure a smooth event from the permitting all the way through clean up. Below are a few of the events we provide fireworks for in South Florida.

City of Coconut Creek Butterfly Festival
University of Miami Homecoming
FAU Founders Day
Miami Dade County Fair and Exposition
City of Atlantis Spring Fling

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TAB 5 – APPROACH AND CAPACITY

i. Although Zambelli has more than 50 full-time staff members nationally to attend to every client need, the City of Boynton Beach benefits by the company having a local office in Boca Raton. The Zambelli Southeast team members both live and work in Palm Beach County. Zambelli Fireworks produces more displays in the County than every other firework companies combined! The dedication to servicing clients is second to none, especially in our home county.

Mike Simmons, Zambelli Project and Operations Manager, will be the primary Zambelli Representative for the City of Boynton Beach July 4th Display. He will be available for preshow logistic and safety meetings with the city staff and is available daily by phone and email.

ii. Safety – There's nothing more important to Zambelli Fireworks than safety. No matter the quality of a display, safety must never be compromised. Our technicians are well versed in the NFPA-1123 requirements. As a company Zambelli Fireworks adheres to a more strict safety distance of 100' per inch of shell diameter over the 70' per inch allowed by NFPA. Based on the 100' per inch distance and the location of the barge the past 5 years, the largest shell that can safely be used in the City's display is 8".

Permitting – All permits and permit fees needed for the July 4th displays will be applied for and paid by Zambelli Fireworks. This includes local Fire permits as well as US Coast Guard and FAA notifications. All documents will be sent to the City two months prior to the July 4th event.

Insurance – Please see sample Certificate of Insurance attached

Required Equipment – Zambelli Fireworks always provides all equipment necessary to perform the fireworks display. All equipment is stored and maintained in an ATF approved storage facility near Okeechobee, FL. The technical crew will supply all tools necessary for the construction and de-construction of the display. The barge will be thoroughly removed of all equipment and debris post-display.

Technicians – Highly trained and certified technicians will be the only crew assigned to the display. These technicians will be equipped with both two-way radios and cell phones. A crew of 4 to 5 technicians will be present. The Senior Technician will be able to bind and make decisions for Zambelli Fireworks.

Music – Music CDs will be prepared and sent to the City for review prior to June 1st each year. Zambelli Fireworks has a Music Producer who produces extremely high quality audio soundtracks. A list of a sample July 4th soundtrack is included below.

Display – As mentioned previously, the program will be a minimum of 20 minutes and will at no time include "Dark skies." Zambelli Fireworks produces displays vivid with colors, sounds, special effects and unique patterns. Please see a list of these styles of shells below.

Post Show – The Zambelli Technician crew will be responsible for all barge cleanup post display. All equipment will be promptly removed from the barge and returned to the storage facility. All paper and debris on the barge will also be cleaned and the barge will be returned in the same condition as when the crew began the setup.

iii. Zambelli Fireworks has been proud to produce the City of Boynton Beach July 4th display for the past 5 years. We fully understand the requirements of the RFP and are experienced in the unique site logistics and load in/load out requirements of the barge.

iv. Implementation Plan and Schedule

Day 1 – July 3

9:00 am	The Zambelli crew will arrive on site with equipment only
11:00 am	Approximate time of barge arrival
3:00 pm	All equipment will have been loaded and secured on the barge
5:00pm	The mortars will all be covered with plastic to keep dry overnight
6:00pm	The crew will depart the site

Day 2 – July 4

7:00am	The crew will arrive on site to begin work
7:30am	Fireworks will arrive between 7:30 and 8:00 am for loading onto the barge
1:30pm	Barge to leave load-in site and move into position in the intracoastal waterway, facing the City's Intracoastal Park and Clubhouse, 2240 North Federal Highway.
7:00pm	Final Inspection of the fireworks set-up. All continuity checked
8:30pm	Fireworks uncovered for the display, weather permitting. The fallout area needs to be secured by Police boats and/or Volunteer Coast Guard Vessels
9:00pm	Fireworks display begins
9:20pm	Fireworks display ends
9:30pm	Crew begins to check and secure any undetonated display shells
10:00pm	Barge leaves site to return to load-in site
11:00pm	Crew departs for the evening

Day 3 – July 5

9:00am	The crew will arrive on site to begin removing equipment from barge
4:00pm	All equipment will have been unloaded from the barge
5:00pm	The crew will depart the site.

V. AS stated previously, Mike Simmons, Project Manager for the City of Boynton Beach July 4th display, will be available, physically, for any pre show logistic, safety and post show meetings as required. Additionally he can be reached through our Florida Office located in Boca Raton, by cell phone or email throughout the term of this Agreement.

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TAB 6 – TECHNICAL PROPOSAL

Display Overview:

Show Date: July 4, 2018, 2019, 2020

All Inclusive Budget and Duration: 20 – 21 minutes, choreographed to music and electrically-fired display. Budget includes a turnkey display.

Insurance Liability Coverage: $10 Million dollars (per show coverage) for each Fireworks Display. Zambelli uses the highest insurance premium in the industry with "AAA" rated companies.

Permit/Fire Dept: Zambelli Fireworks will secure all needed permits (unless otherwise specified by the City) and organize plans directly with Fire and Safety Authorities.

Transportation Liability Coverage: $5 Million dollars as required by United States Department of Transportation. (DOT)

Workers Compensation: Pyrotechnicians will meet all of the requirements of the Workers Compensation Laws of Florida.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyrotechnicians and Trained Assistants; no subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA – 1123, 1124 and 1126 code will be strictly enforced. All state and local regulations will also be strictly enforced.

Program Philosophy

Generally speaking there's an opening segment, main body and grand finale of a fireworks display. Just as a great play or movie has various segments that flow together, firework shows are similar type productions that should never leave the audience wanting more or leaving disappointed.

There are fundamental basics that Zambelli Fireworks adheres to, with which we create the best displays in the industry. Some of these fundamentals include:

- **No Dead Air** Just as any TV, radio or Big Screen Production, "Dead-Air" is simply not acceptable. At any given time there will be multiple firings of shots and shells in the air for the display.

- **Shell Size Combinations** A common way for companies to set a show is to shoot all 3 inch shells, then all 4 inch shells, then all 5 inch shells, etc. While this makes it easy for a technician, it is simply boring. Zambelli technicians are trained to set shows to create the ultimate in shell combinations for the various firing sites. For example, firing two 3 inch Gold Kamuro Willow shell (400 ft.) and six 2.5 inch Purple Dahlias is a great, beautiful combination. Firing two 3 inch Pink strobing lights and six 4 inch white strobing lights within seconds offers up to 8 seconds of beautiful strobes covering 200 to 400 ft in the air.

- **Rhythm and Intensity** Just as many movies have a loud, action-packed car chase one moment followed by a romantic scene the next moment, fireworks productions also need to flow. A show that is too fast or too slow can get monotonous. Zambelli designs shows that one moment are a constant barrage of colors and booms while the next moment may be soft horsetail golden willows fluttering down from the sky one-by-one.

- **Finales** There's a major art to shooting a spectacular finale. Many people think a finale is simply shooting a lot of shells. While true from a quantitative standpoint, a finale must make sense in order to entertain most effectively. Zambelli deigns finales that start slower and lower. For example, 3 inch peony finale shells fired every half-second for 20 seconds may then grow in intensity to include white or silver glittering for the next 20 seconds. Then larger 4 inch blue cracking spiders take over while 5 inch white coconut trees are laying the ground cover for the 6" Long Duration Kamuro's. Finally the 100 3 inch multi-color crossettes are covering the sky while the 3 inch titanium salutes are rumbling the skies for miles.

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Details of Proposed Show Segments

OPENING: An opening barrage is designed to attract the attention of the audience and entice them to pay attention…"The show has just begun!" The opening barrage for your event will certainly impress as a barrage of assorted colors, effects, and noise shells fill the night's air.

The purpose of the opener is to impress on your audience that they are about to see something spectacular. A well-designed Zambelli opener will grab the crowd's attention and prepare them for a wonderful fireworks display.

Duration 20-30 seconds

FEATURE PRESENTATION: The main body of the fireworks display should not be just one shell fired one after another. It's about rhythm, timing, and choosing the perfect effects to complement one another to build themes. Some fireworks shells are designed to be extremely intense while others are designed to slow the pace down with beautiful, softer effects. The design team hand picks every display shell used to ensure a wonderful variety of effects. The audience will never see the same combinations of shells fired in a Zambelli production.

Different size shells will be breaking simultaneously throughout the display. This allows us to vary the intensity of the show, but more importantly create beautiful canvases of color and effect in the sky, that stimulate both visually and audibly.

Duration 19 – 20 minutes minimum

BARRAGES OF MULTI-SHOT DEVICES: Multi-shot devices or barrage cakes are used to add to the dynamics of the show. Zambelli Fireworks uses only the highest quality Barrages with innovative effects, colors, and angles. These devices incorporate effect sizes from 1" to 2".

GRAND FINALE: and it will be GRAND!

Human nature is to remember things last experienced. The Grand Finale is what people will remember the most about a fireworks production. A poor finale will leave an audience disappointed. Zambelli Fireworks has a long tradition of supplying the best and biggest finales in the industry. It will be loud, it will be full of vibrant colors, it will be long, and it will leave a lasting impression. Hundreds of shots and effects of multi-color shells, gold and silver sparking lights, gold brocade crown shells and other effects coupled with chest-pounding titanium-salutes will be the magical ending of the grand display. The finale will be fired from multiple positions with dynamic angles. The incorporated shells, with multiple different sizes and effects, will cover every inch of sky from 150 to 300 ft in the air.

The Finale will be LARGE, but classy. Effects will be fired at angles to light up a larger portion of the sky rather than create an area of overlapping colors. After an intense array of colors, effects, and sounds, the final few seconds of the Display will fire a barrage of gold hanging effects that will linger in the sky well after the last shell breaks.

Duration – 60 to 90 seconds

TOTAL DURATION 20 – 21 minutes minimum

Products:

Zambelli Fireworks carries an inventory of display shells that is more than 2,000 unique shapes, colors, patterns or varieties from nearly a dozen manufacturers. During the 2017 July 4th display season Zambelli fired more than 1,200 different types of unique shells during the opener, body and finale of shows. It would be next to impossible to discuss every single shell in detail and provide information on each one.

Zambelli chooses fireworks from a number of different manufacturers from around the world to provide audiences with both unique and creative products. Sunny, PyroEast, Vulcan, Dominator and Dancing products all come from premium Chinese manufacturers. Cabeller shells are very premium Spanish shells. Panzera from Italy make the best multi-shot shells and roman candles in the industry. Hosoya Japanese shells provide some of the best willow and kamuro shells in the world. Lastly, Zambelli still manufactures shells, some of which will be seen during the display.

Please see shell descriptions below.

Zambelli
FIREWORKS

$20,000 Price Option* – Non July 4th Display
Product Listing

OPENING:

10	Three Inch Titanium Salutes with tails (loud, thundering booms)
30	Three Inch Red, White and Blue Color Finale
12	Four Inch Assorted Color and Crackling Finale Shells
5	Five Inch Assorted Color and Crackling Finale Shells
4	Six Inch Assorted Color and Crackling Finale Shells

BODY OF PROGRAM:

180	Three Inch Assorted Colors, Patterns and Special Design Shells
120	Four Inch Assorted Colors, Patterns and Special Design Shells
60	Five Inch Assorted Colors, Patterns and Special Design Shells
60	Six Inch Assorted Colors, Patterns and Special Design Shells
10	100 Shot Multi Shot Cakes – Various Effects

GRAND FINALE:

300	Three Inch Rapid Fire Assorted Finale Shells and Salutes
30	Four Inch Assorted Color and Crackling Finale Shells
15	Five Inch Assorted Color and Crackling Finale Shells
8	Six Inch Assorted Color and Crackling Finale Shells

TOTALS			
	Three Inch Shells	520	Approx. 300 ft
	Four Inch Shells	162	Approx. 400 ft
	Five Inch Shells	80	Approx. 500 ft
	Six Inch Shells	72	Approx. 600 ft
	TOTAL AERIAL SHELLS	834	
	Multi-Shot Layering Devices (10 total)	1,000 shots	

Zambelli
FIREWORKS

$25,000 Price Option* – Non July 4th Display
Product Listing

OPENING:

20 Three Inch Titanium Salutes with tails (loud, thundering booms)
40 Three Inch Red, White and Blue Color Finale
12 Four Inch Assorted Color and Crackling Finale Shells
10 Five Inch Assorted Color and Crackling Finale Shells
8 Six Inch Assorted Color and Crackling Finale Shells

BODY OF PROGRAM:

120 Four Inch Assorted Colors, Patterns and Special Design Shells
120 Five Inch Assorted Colors, Patterns and Special Design Shells
60 Six Inch Assorted Colors, Patterns and Special Design Shells
12 Eight Inch Assorted Colors, Patterns and Special Design Shells

10 100 Shot Multi Shot Cakes – Various Effects

GRAND FINALE:

400 Three Inch Rapid Fire Assorted Finale Shells and Salutes
42 Four Inch Assorted Color and Crackling Finale Shells
20 Five Inch Assorted Color and Crackling Finale Shells
12 Six Inch Assorted Color and Crackling Finale Shells

TOTALS			
	Three Inch Shells	460	Approx. 300 ft
	Four Inch Shells	174	Approx. 400 ft
	Five Inch Shells	150	Approx. 500 ft
	Six Inch Shells	80	Approx. 600 ft
	Eight Inch Shells	12	Approx. 800 ft.
	TOTAL AERIAL SHELLS	876	
	Multi-Shot Layering Devices (10 total)	1,000 shot	

Zambelli
FIREWORKS

$35,000 Price Option
Product Listing

OPENING:

20	Three Inch Titanium Salutes with tails (loud, thundering booms)
40	Three Inch Red, White and Blue Color Finale
12	Four Inch Assorted Color and Crackling Finale Shells
10	Five Inch Assorted Color and Crackling Finale Shells
8	Six Inch Assorted Color and Crackling Finale Shells

BODY OF PROGRAM:

180	Four Inch Assorted Colors, Patterns and Special Design Shells
120	Five Inch Assorted Colors, Patterns and Special Design Shells
120	Six Inch Assorted Colors, Patterns and Special Design Shells
18	Eight Inch Assorted Colors, Patterns and Special Design Shells
8	100 Shot Multi Shot Cakes – Various Effects
2	408 Shot Z Shape Pink & Lemon Pearl Special Effect
1	512 Shot Rainbow Special Effect

GRAND FINALE:

400	Three Inch Rapid Fire Assorted Finale Shells and Salutes
60	Four Inch Assorted Color and Crackling Finale Shells
30	Five Inch Assorted Color and Crackling Finale Shells
24	Six Inch Assorted Color and Crackling Finale Shells
2	Eight Inch Assorted Colors, Patterns and Special Design Shells
2	300 Shot Multi Shot Finale Barrage Cake

TOTALS	Three Inch Shells	460	Approx. 300 ft
	Four Inch Shells	252	Approx. 400 ft
	Five Inch Shells	160	Approx. 500 ft
	Six Inch Shells	152	Approx. 600 ft
	Eight Inch Shells	20	Approx. 800 ft.
	TOTAL AERIAL SHELLS		1,044
	Multi-Shot Layering Devices (16 total)		2,728 shots

Zambelli
FIREWORKS

$40,000 Price Option
Product Listing

OPENING:

20	Three Inch Titanium Salutes with tails (loud, thundering booms)
40	Three Inch Red, White and Blue Color Finale
12	Four Inch Assorted Color and Crackling Finale Shells
10	Five Inch Assorted Color and Crackling Finale Shells
8	Six Inch Assorted Color and Crackling Finale Shells

BODY OF PROGRAM:

180	Three Inch Assorted Colors, Patterns and Special Design Shells
180	Four Inch Assorted Colors, Patterns and Special Design Shells
120	Five Inch Assorted Colors, Patterns and Special Design Shells
120	Six Inch Assorted Colors, Patterns and Special Design Shells
22	Eight Inch Assorted Colors, Patterns and Special Design Shells
18	100 Shot Multi Shot Cakes – Various Effects
3	372 Shot W Shape Golden Willow Special Effect
1	512 Shot Rainbow Special Effect

GRAND FINALE:

500	Three Inch Rapid Fire Assorted Finale Shells and Salutes
78	Four Inch Assorted Color and Crackling Finale Shells
30	Five Inch Assorted Color and Crackling Finale Shells
24	Six Inch Assorted Color and Crackling Finale Shells
2	Eight Inch Assorted Colors, Patterns and Special Design Shells
2	300 Shot Multi Shot Finale Barrage Cake

TOTALS			
	Three Inch Shells	740	Approx. 300 ft
	Four Inch Shells	270	Approx. 400 ft
	Five Inch Shells	160	Approx. 500 ft
	Six Inch Shells	156	Approx. 600 ft
	Eight Inch Shells	24	Approx. 800 ft.
	TOTAL AERIAL SHELLS		1,350
	Multi-Shot Layering Devices (24 total)		4,028 shots

Zambelli
FIREWORKS

$45,000 Price Option
Product Listing

OPENING:

20	Three Inch Titanium Salutes with tails (loud, thundering booms)
40	Three Inch Red, White and Blue Color Finale
12	Four Inch Assorted Color and Crackling Finale Shells
10	Five Inch Assorted Color and Crackling Finale Shells
8	Six Inch Assorted Color and Crackling Finale Shells

BODY OF PROGRAM:

300	Three Inch Assorted Colors, Patterns and Special Design Shells
180	Four Inch Assorted Colors, Patterns and Special Design Shells
150	Five Inch Assorted Colors, Patterns and Special Design Shells
150	Six Inch Assorted Colors, Patterns and Special Design Shells
22	Eight Inch Assorted Colors, Patterns and Special Design Shells
18	100 Shot Multi Shot Cakes – Various Effects
3	372 Shot W Shape Golden Willow Special Effect
1	512 Shot Rainbow Special Effect

GRAND FINALE:

600	Three Inch Rapid Fire Assorted Finale Shells and Salutes
78	Four Inch Assorted Color and Crackling Finale Shells
30	Five Inch Assorted Color and Crackling Finale Shells
28	Six Inch Assorted Color and Crackling Finale Shells
2	Eight Inch Assorted Colors, Patterns and Special Design Shells
2	300 Shot Multi Shot Finale Barrage Cake

TOTALS	Three Inch Shells	960	Approx. 300 ft
	Four Inch Shells	270	Approx. 400 ft
	Five Inch Shells	190	Approx. 500 ft
	Six Inch Shells	186	Approx. 600 ft
	Eight Inch Shells	24	Approx. 800 ft.
	TOTAL AERIAL SHELLS		1,630
	Multi-Shot Layering Devices (29 total)		4,028 shots

Zambelli
FIREWORKS

$50,000 Price Option
Product Listing

OPENING:

20	Three Inch Titanium Salutes with tails (loud, thundering booms)
40	Three Inch Red, White and Blue Color Finale
12	Four Inch Assorted Color and Crackling Finale Shells
10	Five Inch Assorted Color and Crackling Finale Shells
8	Six Inch Assorted Color and Crackling Finale Shells

BODY OF PROGRAM:

300	Three Inch Assorted Colors, Patterns and Special Design Shells
180	Four Inch Assorted Colors, Patterns and Special Design Shells
180	Five Inch Assorted Colors, Patterns and Special Design Shells
180	Six Inch Assorted Colors, Patterns and Special Design Shells
28	Eight Inch Assorted Colors, Patterns and Special Design Shells
18	100 Shot Multi Shot Cakes – Various Effects
3	372 Shot W Shape Golden Willow Special Effect
5	400 Shot V Shape – Red, White and Blue Comet Wall Special Effect
1	512 Shot Rainbow Special Effect

GRAND FINALE:

600	Three Inch Rapid Fire Assorted Finale Shells and Salutes
78	Four Inch Assorted Color and Crackling Finale Shells
30	Five Inch Assorted Color and Crackling Finale Shells
28	Six Inch Assorted Color and Crackling Finale Shells
2	Eight Inch Assorted Colors, Patterns and Special Design Shells
2	300 Shot Multi Shot Finale Barrage Cake

TOTALS	Three Inch Shells	960	Approx. 300 ft
	Four Inch Shells	270	Approx. 400 ft
	Five Inch Shells	220	Approx. 500 ft
	Six Inch Shells	216	Approx. 600 ft
	Eight Inch Shells	30	Approx. 800 ft.
	TOTAL AERIAL SHELLS		1,696
	Multi-Shot Layering Devices (29 total)		6,028 shots

Zambelli
FIREWORKS

OPTIONAL BARGE REQUIREMENT

BARGE OPTION – All inclusive price of $25,000

This Barge quote is for the July 4, 2018 display only. Due to the limited availability of barges each year, extreme price differences among barge companies and barge companies not willing to provide for a long term contract, barge quotes will need to be quoted each year on a show by show basis. Zambelli will only guarantee this price for the July 4, 2018 display.

Zambelli
FIREWORKS

Shell Descriptions

Listed below are a small sampling of the various shells and effects available from our vast inventory.

Chrysanthemums

Description: Typically a spherical break of colored stars that leave a trail or sparks behind. May include pistils (center multi break stars) or other features such as multi-colored, half and half, cracking, etc.

Blooming Silvery Chrys
White Twinkling Chrys.
Red, White and Blue Chrys
Spangle Chrys. w/rising tails
Variegated Rainbow Chrys
Glitter Silver to Red Chrys
Green to Purple Chrys
Multi-Color Chrys
Silver to Purple Chrys
Multi-Color Chrys to Popping Flowers
Gold Wave to Red/Blue
Varied Colorful Flowers
Silver and Gold Chrys
Purple with White Pistil

Peonies

Description: Typically a spherical break of colored stars that leave no trail or sparks behind. May include pistils (center multi break stars) or other features such as multi-colored, half and half, cracking, etc.

White Peony
Multi-Colored Peony
Purple w/Gold Palm
Variegated (rainbow)
Glittering Peony
Blue Peony w/Blue Palm Tree
Yellow Peony
Red to Blue Peony
White Peony w/Blue Pistil
Silver to Red Peony
Silver Wave to Purple
Green w/Gold Palm Tree
White Peony w/Blue Pistil
Red, White and Blue
Silver to Blue Peony

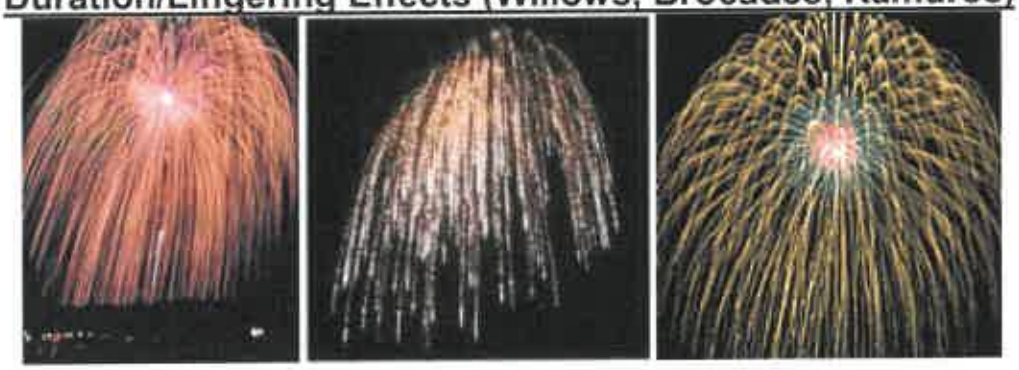
Zambelli
FIREWORKS

Crossettes

Description: A crossette is a unique shell that breaks into 6 or 8 arms. Then, after some delay, those arms again break into multiple arms criss-crossing each other in a grid-like fashion throughout the sky. Larger caliber shells may even have a third break in all of the arms.

Blue Crossettes	Green to Blue Crossettes	Red to Blue Crossettes
Silver Crossettes	Variegated Rainbow Crossettes	Gold Rain Crossettes
Crackling Crossettes	Purple and White Crossettes	White Flitter Crossettes
Red to Green Crossettes	Purple Crown Royal Crossettes	Gold Flitter Crossettes
Blue Crossette Palm Tree	Rainbow Crossettes w/red Tails	Red Crossette Palm Tree

Duration/Lingering Effects (Willows, Brocades, Kamuros)



Description: A Long Duration/Lingering Effect is like a Chrysanthemum but burns slowly to the ground leaving a trail of aerial spark dust. These shells are many times gold or silver with various color tips, color changing, or have various colored centers. Zambelli uses many long duration effects at the end of finales to create a sky of gold or silver.

Long Duration Red Falling Leaves		Ultra-Long Duration Gold Kamuro
Twilight Glitter w/Purple	Twilight Glitter w/Red	Brocade Crowns
Brocade Crown to Purple	Brocade Crown to Red	Long Duration Kamuro
Variegated Falling Leaves	Purple Falling Leaves	Super Brocade Crowns
Pixie Dust Willows	White Poca Shells	Gold Poca Shells

Zambelli
FIREWORKS

Dahlias

Description: A Dahlia shell is like a peony but uses dramatically larger and fewer stars to create brighter, wider trails of sparks through the air. They are typically very bold, defined colors used to mix up the pace of a show. They many times are also used in finales.

Assorted Color Dahlia	Blue Dahlias w/Pistil	Green Dahlia w/Pistil
Red Dahlia w/Pistil	Yellow Dahlia w/Pistil	Red and Blue Dahlia
Pink Dahlia	Silver Dahlia	Gold Strobe Dahlia
Blue Strobe Dahlia	Red Strobe Dahlia	Purple Strobe Dahlia
Variegated Dalia	White Dahlia w/Red Tips	Lemon Dahlia

Patterns

Description: Pattern shells come in a variety of shapes, sizes and depictions. Most notable shapes are shells with stars in patterns of hearts, smile faces, Saturn or other planet blasts, 4-leaf clovers, wagon wheels, etc.

Green to Blue Crossette Rings	Red Palm Trees	Blue Palm Trees
Half White Half Purple Ring	Red Hearts	Triple Rings
Green to Purple Ring	Jelly Fish Pattern	Meteor Rings
Triple Rings w/scattering stars	Octopus Shells	Saturn Rings
Crackling Palm Trees	White/Red Bowtie in Ring	Saturn Blasts

Zambelli
FIREWORKS

Specialty Shells

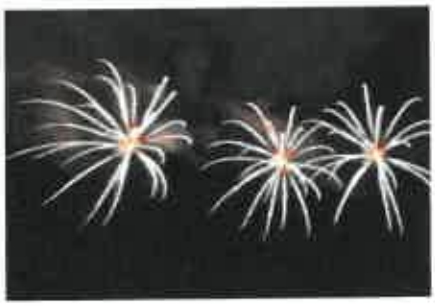
Description: There's a variety of specialty, premium shells that include horsetail willows, scattering stars, bees, falling leaves, Palm Trees and other unique designs and effects.

Silver Bees
Aluminum King Shells
Large Silver Whirls (Serpents)
Trees of Many Colors
Red, White, Blue Dragon Eggs
Thousands of Gold Waves
Red, White, Blue Dragon Eggs

Blue Bees
Peacock Plume
Blue and Red Spiders
Thousands of Gold Waves
Gold Sparkling Kamikazes
Thousands of Red Waves
Silver and Purple Strobes

Horsetails
Treasure Chests
Kaleidoscopes
Red Shell of Shells
Popping Flowers
Tourbillions

Specialty Noise



Description: Noise shells come in many different types. The most popular are cracking, whistling or screamers, thousands of popping flowers, and the extremely loud titanium salutes.

Cracking Delight
Whistles
Crackling Coconut Trees
Twice Crackling Rain
Green Crackling Flowers

Serpents with Reports
Large Silver Screaming Whirls
White and Green Scattering
Tourbillion w/Reports
Artillery Titanium

Diamond Screamers
Crackling Double Rings
Blue Crackling Spiders
Blue Crackling Flowers
Thundering Tourbillions

Zambelli
FIREWORKS

Barrage Cakes

Description: Barrage Cakes or Multi-shot devices are designed to significantly enhance fireworks displays by adding hundreds of rapid-fire shots of various effects. They are mainly used to create tableaus in tandem with aerial shells breaking around the multi-shot devices. Below are a just a few examples of the various types and designs that will be used in your display.

35 Shot White Flitter Comet Box
35 Shot Red Crossette Fan Box
35 Shot Thunder Tourbillion Fan Box
35 Shot Dragon Eggs w/Tails
36 Shot Silver Fish with Tourbillion
36 Shot Assorted Colorful Falling Leaves
36 Shot Gold Twinkling Kamuro Box
36 Shot Red and Blue Crossettes
49 Shot Red and Silver Moons
49 Shot Red Crackling Tails
49 Shot Silver Crossettes
49 Shot Red and Green Crossettes
100 Shot Hammer Boxes
100 Shot Brocade Crowns
100 Shot Blue Crossettes with Tails
100 Shot Variegated Peonies
136 Shot W Shape Purple Kamuro
300 Shot 8 Shape White Strobe
372 Shot W-Shape Golden Willow

119 Shot Rapid Fired Gold Comets
192 Shot Fast Pearl Zippers
96 Shot Peacock Tails
140 Shot Silver Rain
80 Shot V-Shape Silver Coconuts
80 Shot V-Shape Rainbow Chrys.
200 Shot Whistling Comets
70 Shot Z-Shape Midnight Snow
400 Shot V Shape Rapid Fire Box
408 Shot Zipper Rapid Fire Box
300 Shot Finale Comet Box
665 Shot Silver Barriers
Angle Wipe Devices – (various angles)
Zipper Curtain Devices
Zipper Chase Devices
Fan Chase Devices
136 Shot W-Shape Silver to Green
300 Shot 8 Shape Red Pear Comets
408 Shot Z Shape Lime Green Pearl

REQUEST FOR PROPOSAL
FOR
FIREWORKS DISPLAYS
RFP No.: 007-2710-18/IT

PROPOSER ACKNOWLEDGEMENT

Submit RFP's To: PROCUREMENT SERVICES
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6322

RFP Title: **FIREWORKS DISPLAYS**

RFP Number: **007-2710-18/IT**

RFP Received By: **APRIL 13, 2018, NO LATER THAN 2:30 P.M.**

RFP's will be opened in Procurement Services unless specified otherwise. RFP receiving date and time is scheduled for: **APRIL 13, 2018, NO LATER THAN 2:30 P.M. (LOCAL TIME)** and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this RFP shall conform to applicable sections of the charter and codes of the City.

Name of Professional: Zambelli Fireworks Mfg. Co.

Federal I.D. Number: 25-1092931

A Corporation of the State of: Pennsylvania

Area Code: 561 Telephone Number: 395-0955

Area Code: 561 FAX Number: 395-1799

Mailing Address: 1 West Camino Real Blvd., Suite 100

City/State/Zip: Boca Raton, FL 33432

E-mail Address: mikesimmons@zambellifireworks.com

Authorized Signature

Michael Simmons
Name Typed

A D D E N D A

CITY OF BOYNTON BEACH
FLORIDA

RFP TITLE: "FIREWORKS DISPLAYS"

RFP NO.: 007-2710-18/IT

DATE SUBMITTED: April 10, 2018

We propose and agree, if this submittal is accepted, to contract with the City of Boynton Beach, in the Contract Form, to furnish all material, means of transportation, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by: THE CITY OF BOYNTON BEACH

we propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM	DATE	ADDENDUM	DATE

☒ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION**

STATEMENT OF QUALIFICATIONS

Each qualifier proposing on work included in these General Documents shall prepare and submit the data requested in the following schedule of information.

This data must be included in and made part of each RFP document. Failure to comply with this instruction may be regarded as justification for rejecting the RFP response.

* attach additional sheets giving the information

1. Name of Qualifier: Zambelli Fireworks Mfg. Co.

2. Business Address: 1 W Camino Real Blvd., Suite 100
   Boca Raton, FL 33432

3. When Organized: August 1, 1960

4. Where Incorporated: Pennsylvania

5. How many years have you been engaged in business under the present firm name?
   57+ years incorporated - 120+ years in business

6. General character of work performed by your company.
   Professional Fireworks Displays

7. Enclose evidence of possession of required licenses and/or business permits.

8. Number of employees. 75

9. Background and experience of principal members of your personnel, including officers. *

10. Bonding capacity, if applicable. Max. $50,000 single bond

11. Have you ever defaulted on a contract? If so, where and why?* No

12. Experience in performance of work similar in importance to this project.

Project	$ Value	Contact Name	Phone #
City of Marco Island	$52,000	Lina Upham	239-389-5011
City of Pompano Beach	$48,500	Kate Belcher	954-286-4755
City of Deerfield Beach	$40,000	Cassi Waren	954-571-4583
City of Delray Beach	$35,000	Jarrod White	561-279-1380 x109

13. Contracts on hand. * Approx. 1200

14. Largest completed projects (include final cost).

1) Thunder Over Louisville $270,000

2) Minneapolis Aquatennial $117,000

3) Detroit Freedomfest (The Parade Company) $208,000

15. List all lawsuits (related to similar projects) or arbitration to which you have been a party and which: *

1) arose from performance: * None

2) occurred within the last 4 years: * None

3) provide case number and style: * None

Dated at: Boca Raton, FL

this 10th day of April 20 18

By: _____
(written signature)

Name: Michael Simmons
(printed or typed)

Title: Project Manager

REFERENCES FOR Zambelli Fireworks Mfg. Co.
(NAME OF FIRM)

Company Name: City of Orlando		
Address: 400 S Orange Ave.		
Orlando, FL 32801		
Contact Name: April Michael		
Phone: 407-246-3720	Fax: 407-246-2504	E-Mail: april.michael@cityoforlando.net
Company Name: City of Delray Beach (Delray Beach Marketing Cooperative)		
Address: 140 NE 1st Street		
Delray Beach, FL 33444		
Contact Name: Jarrod White		
Phone: 561-279-1380 x109	Fax: 561-921-6384	E-Mail: jwhite@delraybeach.com
Company Name: Town of Lantana		
Address: 500 Greynolds Circle		
Lantana, FL 33462		
Contact Name: Arini Wiryomartono		
Phone: 561-540-5034	Fax: 561-540-5009	E-Mail: arinlw@lantana.org
Company Name: City of Pompano Beach		
Address: 100 W Atlantic Avenue		
Pompano Beach, FL 33060		
Contact Name: Kate Belcher		
Phone: 954-786-4755	Fax: 954-786-4677	E-Mail: kate.belcher@copbfl.org

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____
NAME - SIGNATURE

Sworn and subscribed before me
this 10th day of April, 20 18

Printed Information:

Michael Simmons
NAME

Project Manager
TITLE

Zambelli Fireworks Mfg. Co.
COMPANY

NOTARY PUBLIC, State of Florida
at Large

Danielle Frederickson
COMMISSION # FF133725
EXPIRES: Aug. 2, 2018
WWW.AARONNOTARY.COM

"OFFICIAL NOTARY SEAL" STAMP

NON COLLUSION AFFIDAVIT

State of Florida)

County of Palm Beach)

Michael Simmons, being first duly sworn, deposes and says that:

1) He/She is Project Manager (Title) of Zambelli Fireworks (Name of Corporation or Firm), the qualifier

   who has submitted the attached **RFP No. 007-2710-18/IT for FIREWORKS DISPLAYS**

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

3) Said RFP is genuine and is not a collusive or sham RFP;

4) Further, the said qualifier 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 qualifier, firm or person to submit a collusive or sham RFP in connection with the Contract for which the attached RFP 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 qualifier, firm or person to fix the price or prices in the attached RFP or of any other qualifier, or to fix any overhead, profit or cost element of the RFP price or the RFP price of any other qualifier, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach 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 qualifier or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) Project Manager

Subscribed and sworn to before me

This 10th day of April, 20 18

My commission expires August 02, 2018

CONFIRMATION OF MINORITY OWNED BUSINESS

A requested form to be made a part of our files for future use and Information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form with your bid proposal sheet making it an official part of your bid response.

Is your company a Minority Owned Business ? _____ Yes X _____ No

If Yes, please indicate by an "X" in the appropriate box:

( ) AMERICAN INDIAN

( ) ASIAN

( ) BLACK

( ) HISPANIC

( ) WOMEN

( ) OTHER _____ (specify)

(X) NOT APPLICABLE

Do you possess a Certification qualifying your business as a Minority Owned Business?

YES _____ NO X

If YES, Name the Organization from which this certification was obtained and date:

_____

Issuing Organization for Certification

_____

Date of Certification

CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE SUBMITTALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals 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 submittal 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 submittals will be followed if none of the tied Professionals 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 submittal 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 submittal, 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.

Professional's Signature

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

The Respondent is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The Respondent understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Zambelli Fireworks Mfg. Co.
CONTRACTOR NAME

By _____

Title: Project Manager

Date: April 10, 2018

CITY OF BOYNTON BEACH
LOCAL BUSINESS STATUS CERTIFICATION

I, Michael Simmons, the Project Manager of
(Name of officer of company) (Title of officer of company)

Zambelli Fireworks Mfg. Co., located at 1 W Camino Real Blvd., Suite 100 Boca Raton, FL 33432,
(Name of Corporation/Company) (Business Address)

Certify that I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

NAME OF BUSINESS: Zambelli Fireworks Mfg. Co.			
1. Is the business located within the City limits of Boynton Beach, Florida?	YES	NO X	Number of Years:
2. Does the business have a business tax receipt issued in the current year?	YES	NO X	Business License Number:
3. Is the business registered with the Florida Division of Corporations?	YES X	NO	

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

Print Name: Michael Simmons Signature: _____

*****FOR PURCHASING USE ONLY*****

Business License ☐ **Year Established:** ☐ **Active:**

Verified by: _____ **Date:** _____

THIS PAGE TO BE SUBMITTED FOR PROPOSAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

FIREWORKS DISPLAYS
RFP No.: 007-2710-18/IT

SCHEDULE OF SUB-CONSULTANTS

The Undersigned Respondent proposes the following major subcontractors for the major areas of work for the Project. The Respondent is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required. **If not applicable or if no-subconsultants will be used in the performance of this Work, please sign and date the from and write "Not-Applicable" or "NONE" across the form.**

Name of Sub-Consultant	Address of Sub-Consultant	License No.:	Contract Amount	Percentage (%) of Contract
NONE	NONE	NONE	NONE	NONE

Signature _____ Date: April 10, 2018

Title/Company Zambelli Fireworks Mfg. Co.

Owner reserves the right to reject any sub-contractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. Owner reserves the right to inspect all facilities of any sub-contractor in order to make a determination as to the foregoing.

THIS PAGE TO BE SUBMITTED FOR PROPOSAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Allied Specialty Insurance, Inc.
10451 Gulf Blvd
Treasure Island, FL 33706-4814

CONTACT NAME: Michelle Kugler
PHONE (A/C, No, Ext): 727-547-3070 FAX (A/C, No): 727-367-5695
E-MAIL ADDRESS: mkugler@alliedspecialty.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: T.H.E. Insurance Company	12866
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
ZAMBELLI FIREWORKS MFG CO, INC., ETAL
20 SOUTH MERCER STREET
NEW CASTLE PA 16101

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CPP0103167-05	02/01/2018	02/01/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ N/A
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CPP0103167-05	02/01/2018	02/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			ELP0011081-05	02/01/2018	02/01/2019	EACH OCCURRENCE	$ 9,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 9,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCP0005125-005	02/01/2018	02/01/2019	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH)	N/A		Coverage is afforded in the State(s) of: AZ, CO, CT, DE, FL, GA, IL, IN, KY, LA, MD, MI, NC, NE, NV, NY, PA, SC, TX, VA & WI Policy does not provide disability benefits in New York			E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Inland Marine / Hull			CPP0103167-05	02/01/2018	02/01/2019	Hull Limit Show Limit	$900,000 $1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Display Date: Rain Date: Location:

RE: General Liability, the following are named as additional insured in respects to the negligence of the named insured, excess is follow form:

SAMPLE

CERTIFICATE HOLDER

SAMPLE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Carol A Sera

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Certificate of Completion

THIS IS TO CERTIFY THAT

Jeff Rolfe

HAS SUCCESSFULLY COMPLETED
AN 8 HR APA CERTIFIED SAFETY TRAINING CLASS COVERING NFPA 1123
DATE OF COMPLETION: OCTOBER 21, 2017

ERNIE SIMMONS
ZAMBELLI SAFETY TRAINING OFFICER
NFPA AND APA CERTIFIED

10/21/17
DATE

20min_J4 TRACK_18-19
City of Boynton Beach
Sample Music List

Track	Song Title	Artist/Composer
1	R.O.C.K. In The USA	*John Cougar Mellencamp*
2	This Land is Your Land	*Everclear*
3	Thunder	*Imagine Dragons*
4	Living in America	*James Brown*
5	It's America	*Rodney Atkins*
6	Something Just Like This	*The Chainsmokers & Coldplay*
7	Made In The USA	*Demi Lovato*
8	I'm Born to Run	*American Authors*
9	America	*Neil Diamond*
10	Can't Stop The Feeling!	*Justin Timberlake*
11	God Bless the USA	*Jeremy Dodge*
12	American Ride	*Toby Keith*
13	America The Beautiful	*Ray Charles & Alicia Keys*
14	Ode to Joy (Symphony No. 9)	*Beethoven*

DEPARTMENT OF JUSTICE

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Martinsburg, WV 25405

January 18, 2018

Zambelli Fireworks Manufacturing, Co.
Zambelli Fireworks Internationale
Attn: Sandra McStay
20 South Mercer Street
New Castle, PA 16101

901090:CRR/CDM
5400
File Number: 8-PA-02043

Premises Address: 20 South Mercer Street, New Castle, PA 16101

Dear Sir/Madam:

This letter acknowledges receipt of your timely application to renew your Federal explosives license/permit.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is not able to process your application prior to the expiration date of your license/permit. However, Federal law allows you to continue operations under your current license/permit until such time as ATF completes processing your application. See 5 U.S.C. § 558. This letter, or as explained below, a follow-up letter, will serve as your license/permit until we complete action on your renewal. It is referred to as a Letter of Authorization (LOA).

Since we have not completed processing your application, you may supply a copy of this letter to other licensees/permittees, e.g., your distributors, for the next six months (or until we complete action on your renewal, if that occurs in less than six months) as evidence of your licensed/permitted status. If we have not completed processing your application for renewal within six months of the date of this letter, we will send you another letter, which will also be valid for six months (or until we complete action on your renewal, if that occurs in less than six months). This is of course contingent upon your remaining entitled to continue operations under your current license/permit.

Please direct questions or concerns regarding this letter to Cindy McKinney at (304) 616-4408 or Cynthia.mckinney@atf.gov.

Sincerely,

Christopher R. Reeves
Chief, Federal Explosives Licensing Center

ATF web address: www.atf.gov

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit Number: 8-PA-073-20-8B-02043

Chief, Federal Explosives Licensing Center (FELC): Christopher R. Reeves

Expiration Date: February 1,2018

Name
ZAMBELLI FIREWORKS INTERNATIONALE

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
20 SOUTH MERCER STREET
NEW CASTLE, PA 16101-

Type of License or Permit
20-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement
The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the lawful status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Licensee/Permittee Responsible Person Signature: [signature]
Position Title: [illegible]
Printed Name: ROBERT C. HALLER
Date: 4-28-17

Mailing Address (Changes? Notify the FELC of any changes.)
ZAMBELLI FIREWORKS MANUFACTURING CO
ZAMBELLI FIREWORKS INTERNATIONALE
20 SOUTH MERCER STREET
NEW CASTLE, PA 16101-

Previous Edition is Obsolete

ATF Form 5400.14/5400.15 Part I
Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: ZAMBELLI FIREWORKS MANUFACTURING CO

Business Name: ZAMBELLI FIREWORKS INTERNATIONALE

License/Permit Number: 8-PA-073-20-8B-02043

License/Permit Type: 20-MANUFACTURER OF EXPLOSIVES

Expiration: February 1,2018

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION: Approve utilizing the US Communities Contract # EV2370, with the City of Kansas City being the lead agency, with Graybar Electric Company for the purchase of electrical parts and components for the City's lift stations for an estimated annual expenditure of $60,000. The US Communities procurement process satisfies the City's competitive bid requirements.

EXPLANATION OF REQUEST:
Contract Term: February 1, 2018 to January 31, 2023

US Communities is a national cooperative purchasing program providing procurement resources and solutions to local and state government agencies. The City of Kansas City was the lead on this contract that is offered through US Communities for agencies to utilize.

As the lead agency, the City of Kansas City solicited proposals through an RFP meeting our City's competitive bid requirements.

This approval will allow for the purchase of electrical parts and components for the City's lift stations. The parts are necessary to maintain functioning lift stations. These parts will be used to replace malfunctioning or damaged parts that cause the lift station to stop operating. These parts will also be used for rehab purposes and will be stocked at the City's warehouse.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This will enable lift stations to function properly and be repaired when needed.

FISCAL IMPACT: Budgeted
Funds are budgeted and available for account 502-0000-141-0100 for the estimated amount of $60,000.

FY 15/16 expenditures were $45,308.60
FY 16/17 expenditures were $40,311.94

ALTERNATIVES: To not approve utilizing the contract and issue our own bid.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Addendum	US Communities - City of Kansas
Addendum	Letter of Intent
Addendum	Contract
Addendum	Discounts - Electrical
Addendum	Discounts - SquareD
Addendum	Discounts - Lighting

EV2370 - Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

1 Introduction and Overview

Point Value: 0

1. MASTER AGREEMENT

The City of Kansas City, MO (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Electrical, Lighting, Data Communications, and Security Products and Related Products, Services and Solutions (herein "Products and Services").

2. OBJECTIVES

A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;

F. Provide Participating Public Agencies with environmentally responsible products and services.

3. U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein "Lead Public Agencies"). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein "National Sponsors").

Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each Advisory Board Member is expected to actively participate in product bids and selection, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

Auburn University, AL
Beaverton School District, OR
City and County of Denver, CO
City of Chicago, IL
City of El Paso, TX
City of Houston, TX
City of Kansas City, MO
City of Los Angeles, CA
City of Ocean City, NJ
City of Seattle, WA
Cobb County, GA
Denver Public Schools, CO
Emory University, GA
Fairfax County, VA
Fresno Unified School District, CA
Great Valley School District, PA
Harford County Public Schools, MD
Hennepin County, MN
Los Angeles County, CA
Maricopa County, AZ
Miami-Dade County, FL
North Carolina State University, NC
Onondaga County, NY
Port of Portland, OR
Prince William County Schools, VA
San Diego Unified School District, CA
State of Iowa, IA
The Ohio State University, OH
The School District of Collier County, FL

GENERAL SERVICES DEPARTMENT
Procurement Services Division

City Hall – 1st Floor, Room 102W
414 East 12th Street
Kansas City, Missouri 64106

Main Line: (816) 513-0851
Fax: (816) 513-1066

November 29, 2017

David G. Maxwell, Senior Vice President – Sales
Graybar Electric Company, Inc.
34 North Meramec Avenue
St. Louis, MO 63105

RE: RFP EV2370 – Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

The City of Kansas City, Missouri and U. S. Communities appreciate the time and effort that was put into the preparation of your proposal for the above-referenced RFP. Your proposal has been evaluated by a committee and has been recommended for an award. The City's Manager of Procurement Services intends to introduce an ordinance to seek City Council authorization to execute a contract with Graybar Electric. If City Council authorization for a contract with Graybar Electric is obtained, the City anticipates an executed contract with an effective date of February 1, 2018.

If you have any questions, please feel free to contact me at (816) 513-0816 or Renee.Medlin@kcmo.org. We look forward to working with Graybar Electric.

Sincerely,

Reneé Medlin

Reneé Medlin, CPPO
Procurement Manager

STANDARD CITY CONTRACT

MASTER CONTRACT FOR PRODUCTS AND SERVICES - THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EV2370

TITLE/DESCRIPTION: Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

---

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and Graybar Electric Company, Inc. ("CONTRACTOR").

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

(a) this Contract;

(b) CONTRACTOR's Proposal dated October 6, 2017, that is attached hereto and incorporated into this Contract;

(c) CITY's RFP No. EV2370 that is incorporated into this Contract by reference;

(d) any CITY issued Purchase Order;

(e) any CITY and CONTRACTOR executed Work Order that is incorporated into a CITY issued Purchase Order;

(f) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

Sec. 2. Initial Term of Contract and Additional Periods.

(a) Initial Term. The initial term of this Contract shall begin on February 1, 2018, and shall end on January 31, 2023. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.

(b) Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to three (3) additional two (2) year terms.

(c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

Sec. 3. Purchase Orders and Work Orders.

(a) **Purchase Order.** CITY shall order all Electrical, Lighting, Data Communications, and Security Products and Related Products, Services and Solutions, (hereinafter "the Products" or "Products and Services" or "Services" depending on the context of the terms used) by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which sufficient funds have been certified and encumbered by the City's Director of Finance. CONTRACTOR shall not provide any "Products" or "Products and Services" or "Services" in excess of the dollar amount contained in any Purchase Order even if there is an executed Work Order between the CITY and CONTRACTOR. CONTRACTOR shall not be entitled to any payment from CITY in excess of the dollar amount of the Purchase Orders from CITY even if such amount is authorized in a Work Order executed by CITY and CONTRACTOR. All Purchase Orders shall automatically incorporate the Contract and all Contract requirements even if the Contract is not referenced.

(b) **Goods and Products.** CONTRACTOR shall timely provide all Goods and Products ordered by the CITY at the Prices set forth in the Contract. The terms "Goods" and "Products" are used interchangeably under this Contract and each term includes the other term.

(c) **Services or Work Orders for both Products and Services.**

1. The CITY may request CONTRACTOR to provide Services or both Products and Services. Prior to CONTRACTOR submitting a written detailed Proposal for Services or for both Products and Services to a requesting CITY Department, the CONTRACTOR must obtain written authorization from the CITY's Manager of Procurement Services to submit a Proposal to the CITY Department. CONTRACTOR shall not perform any Services or provide both Services and Products unless the Manager of Procurement Services authorizes CONTRACTOR to provide Services or both Products and Services and all other contractual requirements are met including the Pricing for all Products, Products and Services and Services.

2. Prior to the Manager of Procurement Services authorizing CONTRACTOR to provide Services or both Products and Services to a CITY Department, the Manager of Procurement Services shall:

   a. Obtain MBE/WBE goals from the CITY's Director of Human Relations if the estimated cost of the Services or Products and Services exceeds the dollar thresholds for MBE/WBE goals and Workforce Goals for MBE/WBE goals;

   b. Have the CITY's Director of Human Relations determine whether the needed Services are subject to Prevailing Wage requirements and Payment Bond and Performance and Maintenance Bond requirements;

c. Any other Legal requirements including compliance with the CITY's SLBE requirements

d. if the CITY's MBE/WBE program requirements are not applicable due to not meeting the dollar thresholds.

3. If the Manager of Procurement Services authorizes CONTRACTOR to submit a Proposal for Services or for both Products and Services, CONTRACTOR shall submit a detailed Proposal that includes the Scope of Services, the Proposed Schedule, the Price and if applicable, comply with MBE/WBE goals, Prevailing Wage requirements, and Payment Bond and Performance Bond requirements, or SLBE requirements. If the CITY and CONTRACTOR agree to CONTRACTOR's Proposal, the CITY will issue a Purchase Order and Work Order that is executed by the CITY and CONTRACTOR. All Work Orders and Purchase Orders signed by the CITY and CONTRACTOR shall automatically incorporate this Contract (even if the Work Order does not specifically incorporate this Contract).

(d) CONTRACTOR shall bill the City, in a form acceptable to the City, on the following basis: monthly.

Sec. 4. Effective Date of Contract.

(a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.

(b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.

(c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

Sec. 5. Invoices.

(a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.

(b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.

(c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.

(d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.

(e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Human Relations Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.

(f) Payment terms are net 30 days.

Sec. 6. Representations and Warranties of CONTRACTOR. CONTRACTOR hereby represents and warrants to the CITY the following:

(a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.

(b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.

(c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.

(d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

(e) CONTRACTOR warrants that all goods and Products are sold free of any security interest and will make available to CITY all transferable warranties (including without limitation

warranties with respect to intellectual property infringement) made to CONTRACTOR by the manufacturer of the goods. CONTRACTOR MAKES NO OTHER IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR CONNECTION WITH 1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR 2) IN A HEALTHCARE SITUATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

(f) Neither party shall be liable for any delay or failure to perform under this Agreement in the event and to the extent that such delay or failure arises out of war, civil commotion, acts of God, accident, fire or water damage, explosion, strikes or lockouts, delay in transportation, legislative action, government regulations or any other event beyond the respective party's reasonable control.

Sec. 7. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 8. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 9. Termination for Convenience. CITY may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 10. Default and Remedies.

(a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.

(b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.

(c) CITY's remedies under this Agreement for the purchase of Goods and Products are subject to any limitations contained in manufacturer's terms and conditions to CONTRACTOR, a copy of which will be furnished upon written request. Furthermore, CONTRACTOR's liability shall be limited to either repair or replacement of the goods or Products and refund of the purchase price, all at CONTRACTOR's option, and in no case shall CONTRACTOR be liable for incidental or consequential damage. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

The limitation of remedies imposed by this Section is only applicable to Products and Goods provided by CONTRACTOR and this limitation of remedies section is not applicable if CONTRACTOR provides Services or both Products, Goods and Services pursuant to Section 3(c) of this Contract.

Sec. 11. Waiver. Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 12. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 13. Records.

(a) For purposes of this Section:

1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

(b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.

(c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 14. Affirmative Action. If this Contract exceeds $300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

(a) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.

(b) Require any Subcontractor awarded a subcontract exceeding $300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

(c) Obtain from any Subcontractor awarded a subcontract exceeding $300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 15. Tax Compliance. If the CITY's payments to CONTRACTOR exceed $160,000.01 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

Sec. 16. Buy American Preference. It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY: City of Kansas City, Missouri
Procurement Services Division
414 East 12th Street, 1st Floor, Room 102 W
Kansas City, Missouri 64106
Attention: Cedric Rowan, C.P.M., Manager

E-mail: cedric.rowan@kcmo.org
Telephone: (816) 513-0814
Facsimile: (816) 513-1066

With copies to: Law Department of Kansas City, Missouri
414 East 12th Street, 23rd Floor
Kansas City, Missouri 64106
Attention: Cecilia Abbott, Esq., City Attorney
E-mail: cecilia.abbott@kcmo.org
Telephone: (816) 513-3127
Fax: (816) 513-3133

If to the CONTRACTOR: Graybar Electric Company, Inc.
Ronald Drescher, National Sales Manager, Corporate Sales
11885 Lackland Road
St. Louis, Missouri 63146
E-mail: ron.drescher@graybar.com
Telephone: (301) 306-3263
Mobile: (301) 830-1424

Sec. 18. General Indemnification.

(a) For purposes of this Section only, the following terms shall have the meanings listed:

1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.

2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.

3. CITY means CITY, its Agencies, its agents, officials, officers and employees.

(b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.

(c) CONTRACTOR shall defend indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.

(d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental

immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 19. Indemnification for Professional Negligence. If this contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.

Sec. 20. Insurance.

(a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:

1. Commercial General Liability Insurance Policy: with limits of $1,000,000 per occurrence and $2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

   a. Severability of Interests Coverage applying to Additional Insureds
   b. Contractual Liability
   c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be $2,000,000.
   d. No Contractual Liability Limitation Endorsement
   e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.

2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.

3. Commercial Automobile Liability Insurance Policy: with a limit of $1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.

4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of $1,000,000.

(b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.

(c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.

(d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.

(e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.

(f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 21. Interpretation of the Contract.

(a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arm's length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall, in cooperation with a representative of supplier, resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement. The decision of CITY's Manager of Procurement shall be final and conclusive if all parties have acted in good faith.

(b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential

adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement.

(c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.

(d) CONTRACTOR knowingly and voluntarily agrees to this Section, as amended, and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 22. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 23. Guaranteed Lowest Pricing. CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract. CONTRACTOR represents that the prices set for herein are not less favorable than those currently extended to any other similarly situated government, governmental entity, political subdivision, city, state, school district or other public entity customer, for the same goods, in equal or seller quantities, as part of similar market basket, and under similar terms.

Sec. 24. Assignability and Subcontracting.

(a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

(b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 25. Professional Services – Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

Sec. 26. Minority and Women's Business Enterprises.

(a) CONTRACTOR shall assist City Certified Minority Business Enterprises (MBEs), City Certified Woman Business Enterprises (WBEs) and City Certified Small Local Business Enterprises (SLBEs) grow, develop, and prosper in the public sector by implementation of the requirements of this Section.

(b) CONTRACTOR shall provide the same U.S. Communities national discounted pricing received by the City to City Certified MBEs, WBEs and SLBEs when City Certified MBEs, WBEs, and SLBEs bid or submit a proposal on City of Kansas City, Missouri Construction or Maintenance Solicitations and other public sector Construction and Maintenance Solicitations to allow City Certified MBEs, WBEs, and SLBEs, to incorporate the same National Discounted U.S. Communities pricing received by the City in their bids and proposals to the City and other public entities and save the taxpayers money.

Sec. 27. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES. For those CONTRACTORs enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

Sec. 28. Emergencies.

(a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.

(b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.

(c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the

disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.

(d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.

(e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.

(f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.

(g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

Sec. 29. Time of Delivery. Delivery is required to be made in accordance with the schedule shown in the solicitation and purchase order.

Sec. 30. F.O.B. Destination. All deliveries of Products shall be F.O.B. Destination and all freight charges are included in the Purchase Price charged by CONTRACTOR to the CITY.

(a) The proposed pricing applies to normally stocked Graybar materials. Discounts offered are based on the Graybar List Price or Cost in effect at time of order.

(b) Standard delivery policy provides customers with next day service, free of charge, for materials stocked in the branch and within the standard service area.

(c) Orders requiring same-day or expedited next-day service, non-stock items, special order or special handling and materials obtained from other Graybar warehouses or manufacturers, may include shipping or handling charges. Any shipping, handling or other costs will be negotiated at time of order.

Sec. 31. Quality. All Products shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

Sec. 32. Brand Name or Equal. Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutions". The CITY may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the CONTRACTOR'S expense all items that are not acceptable as

equals, said items to be replaced by the CONTRACTOR with satisfactory items at the original submitted price.

Sec. 33. Commercial Warranty. The CONTRACTOR agrees that the Products and Services furnished under this Contract shall be covered by the most favorable commercial warranties the CONTRACTOR gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this contract. CONTRACTOR represents that the warranties set forth herein are not less favorable than those currently extended to any other similarly situated government, governmental entity, political subdivision, city, state, school district or other public entity customer, for the same goods, in equal or less quantities, as part of the similar market basket, and under similar terms.

Sec. 34. Sellers Invoice. Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

Sec. 35. Inspection and Acceptance. Inspection and acceptance will be at destination unless specified otherwise, and will be made by the CITY department shown in the shipping address or other duly authorized representative of the CITY. Until delivery and acceptance, and after any rejection, risk of loss will be on the CONTRACTOR unless loss results from negligence of the CITY. CONTRACTOR will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.

Sec. 36. Loss and Damaged Shipments. Risk of loss or damage to items prior to the time of their receipt and acceptance by the CITY is upon the CONTRACTOR. The CITY has no obligation to accept damaged shipments and reserves the right to return at CONTRACTOR's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

Sec. 37. Late Shipments. CONTRACTOR is responsible to notify the CITY department receiving the items and the Senior Buyer of any late or delayed shipments. The CITY reserves the right to cancel all or any part of an order if the shipment is not made as promised.

Sec. 38. Tax Exemption - Federal and State.

(a) The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.

(b) The CITY is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

Sec. 39. Annual Appropriation of Funds.

(a) Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are

funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.

(b) In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

Sec. 40. Performance and Maintenance Bond and Payment Bond.

(a) If a Work Order is estimated to exceed $50,000.00 and is for the erection, construction, alteration, repair or improvement of any building, road, street, public utility or other public facility owned by the public entity as defined by Section 107.170, RSMo, CONTRACTOR shall obtain a performance and maintenance bond and payment bond as required by this Section. The City approved performance and maintenance bond and payment bond are incorporated in this Contract by reference and Contractor shall require its Surety to issue the performance and maintenance bonds and payment bonds on City approved forms.

(b) All Bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of such agent's authority to act must accompany all Bonds signed by an agent. If the surety on any Bond furnished by Seller is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of the preceding sentence, Seller shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

(c) The performance and maintenance bond and payment bond shall remain in effect at least one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.

(d) All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety that is duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue Bonds. All surety companies shall hold an A.M. Best rating of B+, V, or better.

(e) If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of Paragraph 5.01 B, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

Sec. 41. Prevailing Wage.

A. Prevailing Wage. If a Work Order includes work that requires payment of prevailing wage as set forth in Sections 290.210 to 290.340, RSMo (the "Law"), CONTRACTOR shall pay workers prevailing wage in accordance with this Section and the Law. Under the Law, work that meets the definition of "construction" "includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair." "Maintenance work that is not subject to the Law is defined as "the repair, but not the replacement, of existing facilities when the size, type or extent of the existing facilities is not thereby changed or increased."

1. Contractor shall comply and require its Subcontractors to comply with;
   a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the "Law"); and
   b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the "Rules"); and
   c. the Annual Wage Order (Wage Order) issued by the State of Missouri's Department of Labor and Industrial Relations; and
   d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.
2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the "Prevailing Wage Requirements." In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.
3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.
4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City's Form 00490 entitled "Pre-contract Certification" that sets forth the Subcontractor's prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.
5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's forms. Contractor shall:
   a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's "Daily Labor Force Report" Form indicating the worker's name, occupational title or classification group and skill and the workers' hours. City shall furnish blank copies of the Daily Labor

Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and

b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report information indicating the worker's name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and

c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.

The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."

6. Contractor shall make all of Contractor's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor's cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor's expense.

7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.

8. If the Contract Price exceeds $250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar

information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.

10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.

11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.

12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars ($100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340, RSMo.

B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.

1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars ($100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed whether or not the Contract Times have expired.

2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.

C. Excessive Unemployment.

1. Resident Laborers" means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.

2. "Nonrestrictive States" means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at http://www.dolir.mo.gov/ls/index.htm.

3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at http://www.dolir.mo.gov/ls/index.htm. It is Contractor's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.

4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

Sec. 42. Workforce. If Contractor is required to pay prevailing wages for the work performed pursuant to this Contract, Contractor agrees to comply with all requirements of City's Construction Employment Program as enacted in City's Code, Sections 3-501 through 3-525 and as hereinafter amended. Contractor shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Contractor's compliance with this provision is a material part of this Contract.

Contractor shall comply with City's Workforce Program Reporting System requirements. Contractor shall use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

CONTRACTOR

I hereby certify that I have the authority to execute this document on behalf of CONTRACTOR.

Contractor: Graybar Electric Company, Inc.

By: DocuSigned by: [signature] 59A4AF80F14041C

Title: SVP, Sales

Date: 11/30/2017

APPROVED AS TO FORM

[signature]

Assistant City Attorney

KANSAS CITY, MISSOURI

By: [signature]

Title: Manager of Procurement Services

Date: 12/20/2017

Appendix B-1 City of Kansas City Contract EV2370 Proposer Name: **Graybar Electric Company, Inc.**

Discounts by Category for Electrical & Lighting Products for Contract EV-2370

CONTRACT PRICE SHEET / DISCOUNT SCHEDULE

INSTRUCTIONS: For each category listed, state the manufacturer, price list, price list date and number, applicable column from price list, and the discount percentage off the price list you are offering. If you are offering a product category other than those listed below, identify the category and your offer in the row(s) labeled "Other." You may list up to three (3) manufacturers/price lists per category on this worksheet. If additional space is required, please insert additional rows listing your additional offers in the same format as this bid price sheet.

L.O.B.	Category	Manufacturer	Manufacturer Product Description	Applicable Column	Discount Off Price List Offered	Price List Title	Price List Date / Number	Line
B	Toos & Fasteners	3M	All Other 3M Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Tools & Fasteners	3M	A-Velocity Discount	List Less	33	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	3M	Other Splice Kits, Abrasives & Adhesives	List Less	16	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	3M	Other Tapes, Fire Stop & Aerosols	List Less	21	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Fasteners	3M	Standard Tape & Fire Stop	List Less	23	Graybar Mfr. Price List	09/06/17	Other
B	Lugs, Terminals & Connectors	3M	Standard Terminals, Comnnectors, Splice Kits, Cable Ties, Wire Nuts	List Less	21	Graybar Mfr. Price List	09/06/17	Other
B	Datacom Connectivity	3M TELECOMMUNICATIONS	Pocket ProJectors & Splice Kits	List Less	21	Graybar Mfr. Price List	09/06/17	Other
B	Datacom Connectivity	A. K. STAMPING	All Other Communication Products	List Less	3	Graybar Mfr. Price List	09/06/17	Other
B	Datacom Connectivity	A. K. STAMPING	Standard Communication Products	List Less	18	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	AAMSTRAND	Rope & Cable	List Less	25	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Distribution	ABB	All Other ABB Companies	List Less	2	Graybar Mfr. Price List	09/06/17	Other

E / L	Control Equipment & Transformers	ABB	Motor Control and Transformers	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Distribution	ABB	Power, Energy, Distribution, Utility & Inteligence Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	ACME STAPLE COMPANY	All Other Staplers, Staples & Connectors	List Less	1	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Fasteners	ACP INTERNATIONAL	Marking & Locating Tape	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Fasteners	ACP INTERNATIONAL	Other Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	ADALET	All Other	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Control Equipment & Transformers	ADVANCE DIGITAL BROADCAST	Automation and Control Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	ADVANCE INDUSTRIAL	Motors, Control, Energy Management & Power	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Control Equipment & Transformers	ADVANTECH / SMARTWORKS	Automation and Control Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	AEMC	Tools, Testers, Fasteners & Accessories	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	AERVOE INDUSTRIES	All Other Products	List Less	3	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	AERVOE INDUSTRIES	Standard Products	List Less	27	Graybar Mfr. Price List	09/06/17	Other
B	Wire & Cable	AFC CABLE SYSTEMS	Standard Wire and Cable Products	List Less	27	Graybar Mfr. Price List	09/06/17	Other
B	Wire & Cable	AFC CABLE SYSTEMS INC	All Other Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Toos & Fasteners	AGLO	All Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Fans, Heaters and Ventilation Equipme	AIR KING VENTILATION	Heating, Cooling & Ventilation	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Fans, Heaters and Ventilation Equipment	AIR MASTER FAN	Heating, Cooling & Ventilation	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Cable Management	ALFLEX	Communication Products	List Less	32	Graybar Mfr. Price List	09/06/17	Other
E / L	Lighting Fixtures	ALKCO MANUFACTURING COMPANY	Standard Products	C+ NTE	22	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Distribution	ALL CURRENT ELECTRIC	Electrical Distribution Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	ALL GEAR INC.	Utility & Construction Rope	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Toos & Fasteners	ALLIED BOLT	Fasteners	List Less	4	Graybar Mfr. Price List	09/06/17	Other

E / L	Conduit, Channel & Fittings	ALLIED TUBE / POWER STRUT	Fittings	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	ALLIED TUBE / POWER STRUT	Strut	C+ NTE	22	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	ALLIED TUBE / POWER STRUT	Threaded Rod	C+ NTE	22	Graybar Mfr. Price List	09/06/17	Other
B	Wiring Devices	ALPHA TECHNOLOGIES	Surge, Power Protection & Power Products	List Less	31	Graybar Mfr. Price List	09/06/17	Other
E / L	Test Equipment	ALTRONIX	Other Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Test Equipment	ALTRONIX	Standard Products	List Less	31	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Boxes and Covers	ALUMA FORM	Conduit Bodies, Boxes, Connectors & Fittings	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	AMERICAN FITTINGS	All Other	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	AMERICAN FITTINGS	Standard & Miscellaneous Fittings	List Less	9	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	AMERICAN LOCK CO.	Locks, Tag Out and Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	AMERICAN POLYWATER CORPORATION	Aerosals, Lubricants & Cleaners	List Less	7	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	AMERICAN SAW MFG.	Tools, Testers, Fasteners & Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	AMETEK, INCORPORATED	Motors, Control, Energy Management & Power	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	AMPROBE INSTRUMENT	Metering & Test Equipment	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Power Products	AMSECO / POTTER	Fire, Notification & Paging	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Lugs, Terminals & Connectors	ANAMET	All Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Boxes and Covers	ANDERSON	Conduit Bodies, Boxes, Connectors & Fittings	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	APPLETON	Conduit Bodies, Boxes, Connectors & Fittings	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Distribution	ARGO	All Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	ARLINGTON	All Other	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	ARLINGTON	Standard Conduit Bodies, Boxes, Connectors & Fittings	List Less	16	Graybar Mfr. Price List	09/06/17	Other
E / L	Enclosures & Cabinets	ARMORCAST PRODUC.	Enclosures, Cabinets, Wire way & Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other

E / L	Toos & Fasteners	ARNCO	All Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	ARROW FASTENERS	All Other Staplers, Staples & Connectors	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	ARROW FASTENERS	Standard Staplers, Staples & Connectors	List Less	25	Graybar Mfr. Price List	09/06/17	Other
E / L	Toos & Fasteners	ARROW MAGNOLIA	Tools, Testers, Fasteners & Accessories	List Less	15	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	ASCO - AUTOMATIC SWITCH CO.	All Other	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	ASCO - AUTOMATIC SWITCH CO.	Stock Transfer Switches & Other Standard	List Less	30	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	ATKORE INTERNATIONAL	All Other ATKORE Companies & Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	ATKORE INTERNATIONAL	Conduit (TUB) - All Atkore Brands	C+ NTE	See CONDUIT (TUB) Discounts	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	ATKORE INTERNATIONAL	Innerduct, Conduits & Related Products	C+ NTE	22	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	ATKORE INTERNATIONAL	PVC Conduit	C+ NTE	22	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	ATKORE INTERNATIONAL	PVC Conduit Boxes, Fittings & Related PVC Products	C+ NTE	30	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	ATKORE INTERNATIONAL	Strut	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	ATKORE INTERNATIONAL	Strut Fittings & Accessories	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	ATKORE INTERNATIONAL	Threaded Rod	C+ NTE	22	Graybar Mfr. Price List	09/06/17	Other
E / L	Wire & Cable	ATKORE INTERNATIONAL	Wire & Cable (WYR) - All Atkore Brands	C+ NTE	CABLE (WYR) Discounts	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	ATKORE INTERNATIONAL	Wiring Harnesses, Cable Assemblies and Other Wiring Connection Products	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	AUTOMATIC TIMING & CONTROL - ATC	All Other	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	AUTOMATIC TIMING & CONTROL - ATC	Stock & Standard Discount	List Less	45	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	AVALON SOLAR	Solar Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Power Products	B&K PRECISION	Communication Products	List Less	7	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	BALDOR	Motors, Control, Energy Management & Other	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Cable Management	BAND-IT / IDEX	Communication Products	List Less	17	Graybar Mfr. Price List	09/06/17	Other

E / L	Toos & Fasteners	BARFIELD	Hardware & Bracket Racks - Utility	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Toos & Fasteners	BARTLETT	All Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	BAUER	Ladders and Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Distribution	BEKAERT	All Other Products	List Less	3	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Distribution	BEKAERT	Standard Wire & Cable Products	List Less	21	Graybar Mfr. Price List	09/06/17	Other
E / L	Fans, Heaters and Ventilation Equipme	BERKO / MARLEY	Fans, Heaters and Ventilation Equipment	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	BLACK & DECKER / DEWALT / STANLEY	All Other Tools	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	BLACK & DECKER / DEWALT / STANLEY	Stock Power & Hand Tools	List Less	36	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	BLF CORPORATION	Conduit Bodies, Boxes, Connectors & Fittings	List Less	25	Graybar Mfr. Price List	09/06/17	Other
E / L	Tools & Fasteners	B-LINE	A-Velocity Discount	List Less	81	Graybar Mfr. Price List	09/06/17	Other
E / L	Tools & Fasteners	B-LINE	B-Velocity Discount	List Less	72	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	B-LINE	General Fittings & Accessories	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Tools & Fasteners	B-LINE	Metering Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Fasteners	B-LINE	Racks & Enclosures	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	B-LINE	Strut	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	B-LINE	Threaded Rod	C+ NTE	22	Graybar Mfr. Price List	09/06/17	Other
E / L	Tools & Fasteners	B-LINE	C-Velocity Discount	List Less	50	Graybar Mfr. Price List	09/06/17	Other
B	Video Survaillance	BOSCH TOOLS	Tools & Accessories	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	BOSS	All Other Products	List Less	3	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	BOSS	Standard Gloves and Accessories	List Less	16	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	BOURNS INC	Plugs, Receptacles, Wiring Devices & Telecom	List Less	10	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Boxes and Covers	BOWERS MANUFACTURING	Conduit Bodies, Boxes, Connectors & Fittings	List Less	82	Graybar Mfr. Price List	09/06/17	Other

B	Tools & Fasteners	BRADY WORLDWIDE	A-Velocity Discount	List Less	36	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	BRADY WORLDWIDE	Industrial, Cable & Wire ID Materials A & B	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	BRADY WORLDWIDE	Schedule A & F Items	List Less	21	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	BRADY WORLDWIDE	Schedule B, C & E Items	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	BRADY WORLDWIDE	Schedule D & H Items and All Other Brady Products	List Less	1	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	BRIDGEPORT	All Other Conduit Bodies, Boxes, Connectors & Fittings	List Less	10	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	BRIDGEPORT	Standard Conduit Bodies, Boxes, Connectors & Fittings	List Less	66	Graybar Mfr. Price List	09/06/17	Other
B	Flashlights & Batteries	BRIGHT STAR	All Products	List Less	25	Graybar Mfr. Price List	09/06/17	Other
E / L	Tools & Fasteners	BRISCON ELECTRIC	Staples & Fasteners	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Test Equipment	BRK / FIRST ALERT	All Other BRK, First Alert, Family Gard, Tundra & OneLink Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Test Equipment	BRK / FIRST ALERT	Fire, Smoke & Co2 Detectors	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Fans, Heaters and Ventilation Equipme	BROAN / NUTONE	Standard Doorbells & Chimes	List Less	34	Graybar Mfr. Price List	09/06/17	Other
B	Fans, Heaters and Ventilation Equipment	BROAN / NUTONE	Standard Heating & Ventilation	List Less	44	Graybar Mfr. Price List	09/06/17	Other
B	Fans, Heaters and Ventilation Equipment	BROAN / NUTONE	All Other Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	BROOKS MANUFACTURING	Utility Products - Cross Arms & Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	BROTHER MOBILE SOLUTIONS INC.	Accessories	List Less	31	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	BROTHER MOBILE SOLUTIONS INC.	All Other Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	BROTHER MOBILE SOLUTIONS INC.	Standard Products	List Less	44	Graybar Mfr. Price List	09/06/17	Other
E / L	Lugs, Terminals & Connectors	BUCHANAN CONSTRUCTION	All Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Fasteners	BULWARK	Safety Products & Protective Clothing	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Lugs, Terminals & Connectors	BURNDY / HUBBELL	All Other	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Lugs, Terminals & Connectors	BURNDY / HUBBELL	A-Velocity Discount	List Less	39	Graybar Mfr. Price List	09/06/17	Other

E / L	Lugs, Terminals & Connectors	BURNDY / HUBBELL	B-Velocity Discount	List Less	18	Graybar Mfr. Price List	09/06/17	Other
E / L	Lugs, Terminals & Connectors	BURNDY / HUBBELL	Standard Lugs, Terminals & Connectors	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Fuses	BUSSMANN / EATON	All Other Fuses, Fuseblocks, Related Products & Accessories	List Less	10	Graybar Mfr. Price List	09/06/17	Other
E / L	Fuses	BUSSMANN / EATON	A-Velocity Discount	List Less	62	Graybar Mfr. Price List	09/06/17	Other
E / L	Fuses	BUSSMANN / EATON	B-Velocity Discount	List Less	78	Graybar Mfr. Price List	09/06/17	Other
E / L	Fuses	BUSSMANN / EATON	Other Fuseholders, Clips, Reducers, Disconnects, Limiters	List Less	36	Graybar Mfr. Price List	09/06/17	Other
E / L	Fuses	BUSSMANN / EATON	Standard Fuse Blocks and Solar Fuses	List Less	54	Graybar Mfr. Price List	09/06/17	Other
E / L	Fuses	BUSSMANN / EATON	Standard Fuseholders, Clips, Reducers, Disconnects & Limiters	List Less	54	Graybar Mfr. Price List	09/06/17	Other
E / L	Fuses	BUSSMANN / EATON	Standard Fuses, Fuselinks & Accessories	List Less	66	Graybar Mfr. Price List	09/06/17	Other
E / L	Fuses	BUSSMANN / EATON	Standard RK5, Small Dimension, Low Voltage, Low Peak & Other Conductors	List Less	66	Graybar Mfr. Price List	09/06/17	Other
E / L	Solar	CANADIAN SOLOR	Solar Products	List Less	1	Graybar Mfr. Price List	09/06/17	Other
B	Conduit, Channel & Fittings	CANTEX	PVC Conduit	C+ NTE	22	Graybar Mfr. Price List	09/06/17	Other
B	Conduit, Channel & Fittings	CANTEX	PVC Conduit Boxes, Fittings & Related PVC Products	C+ NTE	30	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	CAPP INC	Instrumentation, Valves & Controls	List Less	3	Graybar Mfr. Price List	09/06/17	Other
B	Conduit, Channel & Fittings	CARLON	Innerduct, Conduits & Related Products	C+ NTE	22	Graybar Mfr. Price List	09/06/17	Other
B	Conduit, Channel & Fittings	CARLON	PVC Conduit	C+ NTE	22	Graybar Mfr. Price List	09/06/17	Other
B	Conduit, Channel & Fittings	CARLON	PVC Conduit Boxes, Fittings & Related PVC Products	C+ NTE	30	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Fasteners	CAROLINA GLOVE COMPANY	Gloves and Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	CATERPILLAR / CAT	Generators, Motors, Control, Energy Management & Power	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	CEMENTEX PRODUCTS	All Other Protective Wear, Tools & Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	CEMENTEX PRODUCTS INC	Standard Protective Wear, Tools & Accessories	List Less	6	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Boxes and Covers	CHALLENGER PRODUCTS / THOMAS & BETTS	Conduit Bodies, Boxes, Connectors & Fittings	List Less	2	Graybar Mfr. Price List	09/06/17	Other

E / L	Wiring Devices	CHARLES INDUSTRIES / COIL	Conduit Bodies, Boxes, Connectors & Fittings	List Less	29	Graybar Mfr. Price List	09/06/17	Other
B	Raceway & Plugmold	CHECKERS INDUSTRIAL PRODUCTS	Industrial and Safety Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Fans, Heaters and Ventilation Equipme	CHROMALUX	Fans, Heaters and Ventilation Equipment	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	CITECT / SCADA	Schneider, Citect, clearSCADA, Vijeo, Wonderware Automation and Control Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	CLAUSS CUTLERY	Tools & Strippers	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	CM CONNECTOR	Connectors & Fittings	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	CME	Control Equipment & Transformers	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Tools & Fasteners	CMT INC.	Tools & Test Equipment	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - Liquidtite Conduit	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - Aluminum Conduit	C+ NTE	22	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - A-Velocity Discount	List Less	35	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - B-Velocity Dicount	List Less	42	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - EMT Thinwall Metal Conduit	C+ NTE	18	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - Flexible Metal Conduit	C+ NTE	22	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - Galvinized Metal Conduit	C+ NTE	19	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - IMC Metal Conduit	C+ NTE	19	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - Miscellaneous Conduit	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	CONDUIT (TUB) / ALL BRANDS	Conduit (TUB) - Nipples, Elbows & Couplings	C+ NTE	30	Graybar Mfr. Price List	09/06/17	Other
B	Conduit, Channel & Fittings	CONDUX INTERNATIONAL	All Other Products	List Less	1	Graybar Mfr. Price List	09/06/17	Other
B	Conduit, Channel & Fittings	CONDUX INTERNATIONAL	Standard Communication Products, Conduit Bodies, Boxes & Fittings	List Less	10	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	CRC	Other Aerosals, Lubricants & Cleaners	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	CRC	Standard Aerosals, Lubricants & Cleaners	List Less	18	Graybar Mfr. Price List	09/06/17	Other

E / L	Conduit Bodies & Fittings	CROUSE-HINDS / EATON	All Other Crouse Hinds Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	CROUSE-HINDS / EATON	A-Velocity Discount	List Less	85	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	CROUSE-HINDS / EATON	Interconnect, CEAG & Explosion Proof	List Less	8	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	CROUSE-HINDS / EATON	Other Commercial, Industrial, P&R, W/P, Boxes, Fittings & Connectors & Boxes	List Less	10	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	CROUSE-HINDS / EATON	Other Conduit Bodies, Fittings & Form 8	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	CROUSE-HINDS / EATON	Standard Commercial EMT S/S & Comp Fittings 1/2" - 4"	List Less	95	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Boxes and Covers	CROUSE-HINDS / EATON	Standard Commercial H/V Steel Boxes - SQ,Switch, Oct,Util, Masonary	List Less	65	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	CROUSE-HINDS / EATON	Standard Commercial Locknuts & Liquidtite Fittings 3/8" - 6"	List Less	55	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	CROUSE-HINDS / EATON	Standard Commercial Steel Boxes - Ceiling, Fan, Gangable, Crete, Explosion Proof	List Less	10	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	CROUSE-HINDS / EATON	Standard Industrial Conduit Bodies & Fittings	List Less	25	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	CROWE	Rope, Straps and Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	CUMMINS	Generators, Motors, Control, Energy Management & Power	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Enclosures & Cabinets	CUSTOM PLASTIC	Enclosures, Vaultrs, Wireway & Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Distribution	CUTLER HAMMER / EATON	Electrical Distribution & Control Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Power Products	CYBERPOWER SYSTEMS INC.	All Other Power & Communication Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Power Products	CYBERPOWER SYSTEMS INC.	Standard Power Conditioning & Back-Up	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	DAP	Caulk, Glue, Adhesives & Sealants	List Less	20	Graybar Mfr. Price List	09/06/17	Other
E / L	Fans, Heaters and Ventilation Equipme	DELTA BREEZ	Heating, Cooling, Water Coolers & Ventilation	List Less	7	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	DIABLO TOOLS	Tools, Testers, Fasteners & Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Datacom Cable	DRAKA / PRYSMIAN GROUP	Electric & Communication Wire & Cable Solutions	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	DREISILKER	Motors, Control, Energy Management & Power	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	DULMISON INC.	Wire & Cable - Utility Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other

B	Flashlights & Batteries	DURACELL	All Other Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Flashlights & Batteries	DURACELL	Standard Batteries & Flashlights	List Less	10	Graybar Mfr. Price List	09/06/17	Other
E / L	Toos & Fasteners	DURALINE	Conduit, Channel & Cable in Duct Utility Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	DURHAM	Tools, Testers & Metering Equipment Utility Products	List Less	20	Graybar Mfr. Price List	09/06/17	Other
E / L	Fans, Heaters and Ventilation Equipme	DYSON CORP.	Hand Dryers , Lighting, Ventilation & Other Dyson Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Fuses	EATON / COOPER POWER FUSES	Fuses, Fuseblocks, Related Products & Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	EATON / COOPER POWER SYSTEMS	All Other	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	EATON / COOPER POWER SYSTEMS	Stock Utility Products & Wiring Devices	List Less	6	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	EATON / COOPER WIRING	Plugs, Receptacles, Wiring Devices & Telecom	List Less	45	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Distribution	EATON CORPORATION	Electrical Distribution & Industrial Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	ECOLIBRIUM SOLAR	Ecolibrium Solar - Solar Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Power Products	EDWARDS / UTI	Other Signaling, Horns, Strobes, Power Supplies & Accessories	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Power Products	EDWARDS / UTI	Standard Signaling, Horns, Strobes, Power Supplies & Accessories	List Less	16	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	ELASTIMOLD	Standard Wiring Devices	List Less	18	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	ELECTRIC MOTION CO	Other Automation Products and Accessories	List Less	3	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	ELECTRIC MOTION CO	Standard Automation Products and Accessories	List Less	20	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	ELECTRIFLEX	Conduit, Channel & Fittings	C+ NTE	22	Graybar Mfr. Price List	09/06/17	Other
B	Datacom Connectivity	ELECTROLINE MFG. CO.	Cable & Rope End Caps, Swivels & Accessories	List Less	10	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Distribution	E-LINE	Electrical Distribution & Industrial Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Fans, Heaters and Ventilation Equipme	ELKAY	Heating, Cooling, Water Coolers & Ventilation	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Power Products	ELTEK, INC. / VALERE	Other Standard Power & Power Conversion Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Power Products	ELTEK, INC. / VALERE	Standard Power & Power Conversion Products	List Less	46	Graybar Mfr. Price List	09/06/17	Other

B	Networking	EM CLOCK	Clocks, Digital Clocks, Time Switches & Signaling	List Less	3	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	EMERSON / SOLA HD	Control Equipment & Transformers	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Toos & Fasteners	E-MON, LLC. / HONEYWELL	Data Loggers, Meters, Testers & Accessories	List Less	8	Graybar Mfr. Price List	09/06/17	Other
B	Flashlights & Batteries	ENERGIZER CO. / EVEREADY	Other Batteries, Flashlights & Energizer Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Flashlights & Batteries	ENERGIZER CO. / EVEREADY	Standard Batteries, Flashlights & Energizer Products	List Less	25	Graybar Mfr. Price List	09/06/17	Other
B	Conduit Bodies & Fittings	ENGINEERED PRODUCTS	All Other	List Less	6	Graybar Mfr. Price List	09/06/17	Other
B	Conduit Bodies & Fittings	ENGINEERED PRODUCTS	Standard Conduit Bodies, Boxes, Connectors & Fittings	List Less	15	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	ENPHASE	Solar Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Tools & Fasteners	ERGODYNE	Tools & Fasteners	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Toos & Fasteners	ERICO CADDY	Cadweld Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Toos & Fasteners	ERICO CADDY	Grounding and All Other Products	List Less	3	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	ERICO CADDY	Standard Products	List Less	50	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	ERICSON MANUFACTURING	Saftey Equipment, Plugs & Lighting Fixtures	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Toos & Fasteners	ERSODYNE	Tools & Fasteners	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	ESTEX	Conduit Bodies, Boxes, Connectors & Fittings	List Less	7	Graybar Mfr. Price List	09/06/17	Other
E / L	Fans, Heaters and Ventilation Equipme	EXCEL DRYER CORP	All Other Hand Dryers & Ventilation	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Fans, Heaters and Ventilation Equipme	EXCEL DRYER CORP	Standard Hand Dryers & Ventilation	List Less	31	Graybar Mfr. Price List	09/06/17	Other
E / L	Fans, Heaters and Ventilation Equipme	FAHRENHEAT / MARLEY	Fans, Heaters and Ventilation Equipment	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	FCX PERFORMANCE / ABS	Industrial Automation, Connectivity and Netwroking	List Less	1	Graybar Mfr. Price List	09/06/17	Other
B	Physical Security and Access Control	FEDERAL SIGNAL CORP.	Red Code & All Other Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Physical Security and Access Control	FEDERAL SIGNAL CORP.	Signaling, Strobes, Horns & Accessories	List Less	16	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	FERNCO	Conduit Bodies, Boxes, Connectors & Fittings	List Less	2	Graybar Mfr. Price List	09/06/17	Other

B	Test Equipment	FIREX / KIDDE / UTI	Smoke Detectors, Fire Alarms, Extiguishers, CO2 & Signals	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	FISHER PIERCE	Photo Cells, Timers & Devices	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	FISKARS	Tools, Scissors & Strippers	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	FLEXIBLE WHIPS OF TENNESSEE INC	Conduit, Channel & Fittings	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	FLUKE	All Other Hand Held Test, Meters, Measurement & Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	FLUKE	Standard Hand Held Test, Meters, Measurement & Accessories	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	FLUKE NETWORKS	Copper Test Devices	List Less	3	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	FLUKE NETWORKS	Data Loggers, Testers, Meters, Parts & Other Communication Testers	List Less	1	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	FRANKLIN INSTRUMENT CO., INC.	Clocks, Digital Clocks, Timers, Stop Watches &Accessories	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	FREUD	Utility Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	FRONIUS	Solar Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	FURNACE / SIEMENS	Power Distribution, Motor Control & Devices	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Fans, Heaters and Ventilation Equipme	G & O THERMAL	Heating, Cooling & Ventilation	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	G & W ELECTRIC CO	Utility Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	GALCO	Automation and Control Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Boxes and Covers	GALVAN	Conduit Bodies, Boxes, Connectors & Fittings	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	GARDNER DENVER / RIGEL / HOFFMAN & LAMSON	Motors, Control, Energy Management & Power	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Control Equipment & Transformers	GEMS SENSORS	Sensors, Switches, Systems & Panel Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	GENERAC	Generators, Motors, Control, Energy Management & Power	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Wire & Cable	GENERAL CABLE	Electrical & Utility Wire & Cable	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / CURRENT BY GE	A-Velocity Discount	List Less	68	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / CURRENT BY GE	Ballasts - All Other Ballasts	List Less	11	Graybar Mfr. Price List	09/06/17	Other

E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / CURRENT BY GE	Ballasts - Standard Compact Fluor Ballasts	List Less	83	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / CURRENT BY GE	Ballasts - Standard Electronic Ballasts	List Less	89	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / CURRENT BY GE	Ballasts - Standard HID Ballasts	List Less	83	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / CURRENT BY GE	Ballasts - Standard Magnetic Ballasts	List Less	83	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / CURRENT BY GE	Ballasts - Standard Sign Ballasts	List Less	83	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / CURRENT BY GE	B-Velocity Discount	List Less	83	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / CURRENT BY GE	C-Velocity Discount	List Less	88	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / CURRENT BY GE	D-Velocity Discount	List Less	92.5	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / CURRENT BY GE	E-Velocity Discount	List Less	94.5	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / CURRENT BY GE	F-Velocity Discount	List Less	96	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / CURRENT BY GE	G-Velocity Discount	List Less	98	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / CURRENT BY GE	Lamps - All Other Lamps & Related Lighting Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / CURRENT BY GE	Lamps - LED Lamps	List Less	83	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / CURRENT BY GE	Lamps - ME7701 Excluded LED	List Less	53	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / CURRENT BY GE	Lamps - ME981 Excluded Fluorescent	List Less	55	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / CURRENT BY GE	Lamps - ME981 Excluded Incandescent	List Less	63	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / CURRENT BY GE	Lamps - ME981 Excluded Incandescent National Net	List Less	68	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / CURRENT BY GE	Lamps - ME981 Excluded Lucalox	List Less	87	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / CURRENT BY GE	Lamps - ME981 Excluded Multi-Vapor	List Less	79	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / CURRENT BY GE	Lamps - ME981 Excluded Quartz	List Less	70	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / CURRENT BY GE	Lamps - ME981 Exlcuded Fluorescent National Nets	List Less	81	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / CURRENT BY GE	Lamps - Standard Miniature, Projection, Stage & Studio Lamps	List Less	62	Graybar Mfr. Price List	09/06/17	Other

E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / CURRENT BY GE	Large Lamps - All Other	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / CURRENT BY GE	Large Lamps - Standard Large Lamps	List Less	85	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / CURRENT BY GE	Standard Excluded Large Lamps	List Less	55	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / CURRENT BY GE	Standard Miniature, Projection, Stage & Studio Lamps	List Less	62	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	GENERAL ELECTRIC LIGHTING / TUNGSRAM	GE - Tungsram Lighting Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	GENERAL ELECTRIC POWER / ABB	Energy & Automation Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Distribution	GENERAL ELECTRIC POWER / ABB	A-Velocity Discounts	List Less	35	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	GENERAL ELECTRIC POWER / ABB	Consumer & Industrial	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Distribution	GENERAL ELECTRIC POWER / ABB	Electrical Distribution & Control Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	GENERAL ELECTRIC POWER / ABB	Motors, Control, Energy Management & Power	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Cable Management	GENERAL MACHINE PRODUCTS CO INC	All Other Products	List Less	10	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Distribution	GENERIC ELECTRICAL	Electrical Commodity & Distribution Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	GLYPTAL INC.	Standard Products	List Less	3	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	GOTT	Plugs, Receptacles, Wiring Devices & Telecom	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	GREENLEE	A-Velocity Discount	List Less	35	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	GREENLEE	B-Velocity Discount	List Less	20	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	GREENLEE	Tools, Testers, Fasteners & Accessories	List Less	14	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	GS METALS / B-LINE	Fittings	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	GS METALS / B-LINE	Strut	C+ NTE	22	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	GS METALS / B-LINE	Threaded Rod	C+ NTE	22	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	HANWA	Solar Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Toos & Fasteners	HASTINGS	Tools, Testers, Connectors & Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other

E / L	Toos & Fasteners	HD ELECTRIC / HAMMERLOCK	Utility Products, Tools, Testers, Fasteners & Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Electrical Boxes and Covers	HERITAGE PLASTICS INC	PVC Pipe, Boxes and Fittings	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Boxes and Covers	HEYCO	Conduit Bodies, Boxes, Connectors & Fittings	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Fuses	HIGH TECH FUSES	Fuses and Limiters	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	HILTI INC	Tools, Testers, Fasteners & Accessories	List Less	20	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	HI-Q SOLAR	Solar Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Networking	HIRSCHMANN USA / BELDEN	Industrial Automation, Connectivity and Netwroking	List Less	14	Graybar Mfr. Price List	09/06/17	Other
B	Enclosures & Cabinets	HOFFMAN / PENTAIR	All Other	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Enclosures & Cabinets	HOFFMAN / PENTAIR	Standard Enclosures, Cabinets, Wire way & Accessories	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Raceway & Plugmold	HOLOCOM	Other Duct, Raceway, Plugmold & Wireway	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Raceway & Plugmold	HOLOCOM	Standard Duct, Raceway, Plugmold & Wireway	List Less	20	Graybar Mfr. Price List	09/06/17	Other
B	Lugs, Terminals, & Connectors	HOMAC MANUFACTURING / THOMAS & BETTS	Other Lugs, Terminals & Connectors	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Lugs, Terminals, & Connectors	HOMAC MANUFACTURING / THOMAS & BETTS	Standard Lugs, Terminals & Connectors	List Less	16	Graybar Mfr. Price List	09/06/17	Other
E / L	Fans, Heaters and Ventilation Equipme	HONEYWELL	All Other	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Fans, Heaters and Ventilation Equipme	HONEYWELL	Energy & Automation Products	List Less	49	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	HONEYWELL / SALISBURY	All Other	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	HONEYWELL / SALISBURY	Standard Protective Wear, Tools, Testers, Fasteners & Accessories	List Less	26	Graybar Mfr. Price List	09/06/17	Other
B	Flashlights & Batteries	HOUSE OF BATTERIES	Batteries, Back-Up, Commercial & Flashlight	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Datacom Cable	HOUSTON WIRE & CABLE	Electrical & Communication Wire & Cable Products	List Less	4	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	HUBBELL / RACO INCORPORATED / TAYMAC	All Other Conduit Bodies, Boxes, Bell Boxes, Connectors & Fittings	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Boxes and Covers	HUBBELL / RACO INCORPORATED / TAYMAC	Standard Conduit Bodies, Boxes, Bell Boxes, Connectors & Fittings	List Less	24	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	HUBBELL BUILDING AUTOMATION	Building Automation & Energy Management Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other

E / L	Wiring Devices	HUBBELL INC.	All Other Residential, Commercial, Industrial & Marine Products	List Less	10	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	HUBBELL INC.	A-Velocity Discount	List Less	62	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	HUBBELL INC.	B-Velocity Discount	List Less	49	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	HUBBELL INC.	C-Velocity Discount	List Less	35	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	HUBBELL INC.	Hospital Grade and Isolated Ground Products	List Less	36	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	HUBBELL INC.	Kellems Grips & Accessories	List Less	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Outlets and Switches	HUBBELL INC.	Other Commercial Switch & Recepticle Devices	List Less	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	HUBBELL INC.	Other Industrial Wiring Devices	List Less	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Raceway & Plugmold	HUBBELL INC.	Raceway, Plugmold, NetSelect, Floorbox & Accesorries	List Less	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	HUBBELL INC.	Standard Commercial Switch & Recepticle Devices	List Less	56	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	HUBBELL INC.	Standard Industrial Hubbellock and Pin & Sleeve Devices	List Less	36	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	HUBBELL INC.	Standard Industrial Switches, Straight Blade & Twist Lock Devices	List Less	56	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	HUBBELL INC.	All Other Hubbell Companies & Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	HUBBELL POWER SYSTEMS	All Other Power System Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	HUBBELL POWER SYSTEMS	Standard Electrical & Utility Products	List Less	19	Graybar Mfr. Price List	09/06/17	Other
B	Datacom Cable	HUBBELL POWER SYSTEMS / OPTI-LOOP	Fiber & Messenger Cable Storage Solutions	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Enclosures & Cabinets	HUBBELL QUAZITE / LENOIR CITY	A-Velocity Discount	List Less	20	Graybar Mfr. Price List	09/06/17	Other
B	Enclosures & Cabinets	HUBBELL QUAZITE / LENOIR CITY	Enclosures, Vaults, Wireway & Accessories	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Cable Management	HUBBELL QUAZITE / LENOIR CITY, INC. / STRONGWELL	Enclosures, Vaultrs, Wireway & Accessories	List Less	4	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	HUGHES BROTHERS	Utility Products	List Less	15	Graybar Mfr. Price List	09/06/17	Other
E / L	Fans, Heaters and Ventilation Equipme	HUNTER FAN	Fans, Light Fixtures & Ventilation Equipment	List Less	15	Graybar Mfr. Price List	09/06/17	Other
E / L	Enclosures & Cabinets	HYDRO / SAPA	Aluminum Extrusions, Enclosures, Cabinets, Wire way & Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other

B	Lugs, Terminals & Connectors	IDEAL INDUSTRIES, INC.	All Other Ideal Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Lugs, Terminals & Connectors	IDEAL INDUSTRIES, INC.	A-Velocity Discount	List Less	56	Graybar Mfr. Price List	09/06/17	Other
B	Lugs, Terminals & Connectors	IDEAL INDUSTRIES, INC.	B-Velocity Discount	List Less	45	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	IDEAL INDUSTRIES, INC.	Hand Held Testers & Measurement	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Lugs, Terminals & Connectors	IDEAL INDUSTRIES, INC.	Standard Kits, Benders, Fish Tapes, Terminals & Accessories	List Less	15	Graybar Mfr. Price List	09/06/17	Other
B	Lugs, Terminals & Connectors	IDEAL INDUSTRIES, INC.	Standard Tools, Lugs, Connectors & Fasteners	List Less	25	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	IGLOO CORP.	All Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Lugs, Terminals & Connectors	ILSCO / SSI	A-Velocity Discount	List Less	30	Graybar Mfr. Price List	09/06/17	Other
E / L	Lugs, Terminals & Connectors	ILSCO / SSI	Standard Wire Nuts, Terminals, Lugs, Connectors & Surge Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Networking	INDEPENDENT TECHNOLOGIES, INC	Communication & Diagnostic Products	List Less	15	Graybar Mfr. Price List	09/06/17	Other
B	Control Equipment & Transformers	INGERSOL RAND COMPANY - POWER	Control Equipment & Transformers	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Power Products	INGERSOL RAND COMPANY - POWER	Surge, Power Protection & Power Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Enclosures & Cabinets	INNOVATIVE METAL INDUSTRIES, INC.	Enclosures, Cabinets, Wireway & Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	INT. PROTECTIVE COATINGS	All Products	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	INTEGRAL	All Products	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	INTERMATIC	All Other	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	INTERMATIC	A-Velocity Discount	List Less	64	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	INTERMATIC	B-Velocity Discount	List Less	55	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	INTERMATIC	Standard Timers & Photo Cells	List Less	10	Graybar Mfr. Price List	09/06/17	Other
E / L	Test Equipment	INVENSYS CONTROLS	Smoke Detectors, Fire Alarms, CO2 & Signals	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Conduit, Channel & Fittings	IPEX INC.	Fittings, Accessories & All Other	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
B	Conduit, Channel & Fittings	IPEX INC.	Pipe & Innerduct	C+ NTE	22	Graybar Mfr. Price List	09/06/17	Other

E / L	Distribution	IRONRIDGE SOLAR	Solar Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Distribution	ITE / SIEMONS	Eectrical Distribution & Control Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Fasteners	iTOOL / GLESCO	Wire Management Tools & Reels	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Fasteners	ITW LINX / ITW	Tools, Testers, Fasteners & Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	JAMESON	Electric & Communication Wire & Cable Tools & Solutions	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Toos & Fasteners	JOHNSON TOOLS	Tools, Testers, Fasteners & Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	JOS. T. FEWKES, CO.	Eectrical Distribution & Control Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	KEARNEY	Utility Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	KIDDE SAFETY / FIREX / UTI	Fire Smoke Detectors, Fire Alarms, CO2 & Signals	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	KIDDE SAFETY / FIREX / UTI	Smoke Detectors, Fire Alarms, CO2 & Signals	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Fans, Heaters and Ventilation Equipme	KING ELECTRICAL MANUFACTURING	Heating, Cooling, Ventilation & Connectors	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Fans, Heaters and Ventilation Equipme	KING INNOVATION	Standard Tools, Lugs, Connectors & Fasteners	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	KLEIN TOOLS	Other Tools, Testers, Fasteners & Accessories	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	KLEIN TOOLS	Standard Tools, Testers, Fasteners & Accessories	List Less	29	Graybar Mfr. Price List	09/06/17	Other
E / L	Fans, Heaters and Ventilation Equipme	KOHLER	Cooling, Water Coolers & Ventilation	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Distribution	KOHLER GENERATORS	Generators, Motors, Control, Energy Management & Power	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	KRALOY FITTINGS	Other PVC Junction Boxes & Fittings	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	KRALOY FITTINGS	Standard PVC Junction Boxes & Fittings	List Less	29	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	KRYLON PRODUCTS	Other Marking, Spray and Paint Products	List Less	19	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	KUHLMAN	Eectrical Distribution & Control Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Fasteners	L.H. DOTTIE	All Other Hardware, Tools, Testers, Fasteners & Accessories	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Fasteners	L.H. DOTTIE	Standard Hardware, Tools, Testers, Fasteners & Accessories	List Less	36	Graybar Mfr. Price List	09/06/17	Other

E / L	Wiring Devices	LADD INDUSTRIES	Wiring Devices & Electrical Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Conduit, Channel & Fittings	LAMSON PIPE COMPANY	All Lamson & Sessions Products and Companies	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Distribution	LANDIS & GYR	Meters, Controls, Energy Management & Power	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	LARUS CORP	Conduit Bodies, Boxes, Connectors & Fittings	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Fans, Heaters and Ventilation Equipme	LEADING EDGE / MARLEY	Fans, Heaters and Ventilation Equipment	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Tools and Test Equipment	LEICA GEOSYSTEMS	Laser Measurment Equipment	List Less	11	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	LENOX / AMERICAN SAW	Standard Saw Blades, Tools and Cutting Equipment	List Less	30	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	LENOX / AMERICAN SAW	Other Saw Blades, Tools and Cutting Equipment	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	LEUZE ELECTRONIC	Sensors, Automation, Terminal Blocks & Panel Accessories	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	LEVITON	A-Velocity Discounts	List Less	60	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	LEVITON	B-Velocity Discounts	List Less	45	Graybar Mfr. Price List	09/06/17	Other
E / L	Electronic Vehicle Fueling Stations	LEVITON	Elctrical Vehicle Charging Stations	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	LEVITON	Other Residential, Commercial, Decora, Industrial Devices & Leviton Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	LEVITON	Other Wallpates, Standard Lighting & Fan Control	List Less	29	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Outlets and Switches	LEVITON	Standard Residential, Commercial, Decora, & Industrial Devices	List Less	19	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	LEVITON	Standard Wallpates, Fan & Lighting Control	List Less	36	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	LEVITON / INTENSE LIGHTING.	Lighting, Lighting Fixtures & Control Products-U	C+ NTE	23	Graybar Mfr. Price List	09/06/17	Other
E / L	Wire & Cable	LEX PRODUCTS	Eectrical Distribution, Cable Assemblies & Control Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Distribution	LG - BUSINESS SOLUTIONS	Solar, Lighting, Electronics, Technology, Displays & Related Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Lighting Fixtures	LIGHTING FIXTURES & RELATED PRODUCTS	Lighting Fixtures, Misc. Lamps & Ballasts, Video Boards & Related Lighting Products	C+ NTE	Lighting Supplier Schedule	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	LINE HARDWARE	Utility Products, Tools, Testers, Fasteners & Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Fuses	LITTELFUSE	All Other Fuses, Fuseblocks, Related Products & Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other

E / L	Fuses	LITTELFUSE	Standard Fuses, Fuseblocks, Related Products & Accessories	List Less	10	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	LUBRIDUCT	Conduit, Channel & Fittings	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	LUMBERG AUTOMATION	Motors, Control, Energy Management & Power	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	LUTRON	All Other Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	LUTRON	A-Velocity Discounts	List Less	42	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	LUTRON	Standard Products	List Less	31	Graybar Mfr. Price List	09/06/17	Other
B	Enclosures & Cabinets	LYON WORKSPACE, LLC	Workstations, Tab;les, Cabinets, Enclosures, Lockers & Related Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Power Products	MACLEAN POWER SYSTEMS / MACLEAN-FOGG	Joslyn, Continental, Dixie & Other MacLean Companies	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Power Products	MACLEAN POWER SYSTEMS / MACLEAN-FOGG	Other Utility & Broadband Connections, Insulators & Hardware	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Power Products	MACLEAN POWER SYSTEMS / MACLEAN-FOGG	Standard Utility & Broadband Connections, Insulators & Hardware	List Less	16	Graybar Mfr. Price List	09/06/17	Other
B	Flashlights & Batteries	MAG LIGHT / MAG INSTRUMENT	Flashlights & Batteries	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Distribution	MAGNECRAFT / SCHNEIDER	Relays & Sockets	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Distribution	MALTON EQUIPMENT / ABB	Eectrical Distribution & Control Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Test Equipment	MAPLE CHASE	Fire, Smoke & Co2 Detectors, Thermostats	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Fans, Heaters and Ventilation Equipme	MARLEY / Q-MARK	All Other Heating, Cooling & Ventilation	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Fans, Heaters and Ventilation Equipme	MARLEY / Q-MARK	Standard Heating, Cooling & Ventilation	List Less	34	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	MASTER LOCK / AMERICAN LOCK	All Other Locks, Tag Out, Security Related Products & Accessories	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	MASTER LOCK / AMERICAN LOCK	Standard Locks, Tag Out, Security Related Products & Accessories	List Less	24	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	MCGILL ELECTRICAL PRODUCTS / EMERSON	All Other McGill / Emerson Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	MCGILL ELECTRICAL PRODUCTS / EMERSON	Standard Lamp Changers, Portable Lighting & Accessories	List Less	35	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	MERSEN GROUP	Electrical, Automation and Control Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	METALLICS	All Other Hardware & Accessories	List Less	5	Graybar Mfr. Price List	09/06/17	Other

B	Toos & Fasteners	METALLICS	Standard Hardware & Accessories	List Less	38	Graybar Mfr. Price List	09/06/17	Other
E / L	Enclosures & Cabinets	MEYER STRUCTURES	Enclosures, Cabinets & Vaults	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Power Products	MGE UPS SYSTEMS / EATON	UPS Systems, Surge, Power Protection & Power Products	List Less	8	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	MICRO-TECH DESIGN	Motors, Control, Energy Management & Power	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	MIDWEST ELECTRIC PRODUCTS	Conduit Bodies, Boxes, Connectors & Fittings	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	MILBANK	A-Velocity Discounts	List Less	79	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	MILBANK	Meter Sockets & Electrical Distribution	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Fasteners	MILWAUKEE	All Other Milwaukee Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	MILWAUKEE	Standard Power & Hand Tools	List Less	31	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	MINERALLAC	All Other Minerallac Products	List Less	8	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	MINERALLAC	Stock Conduit Fittings, Connectors & Accessories	List Less	37	Graybar Mfr. Price List	09/06/17	Other
E / L	Fans, Heaters and Ventilation Equipme	MIP / MARLEY	Fans, Heaters and Ventilation Equipment	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Power Products	MISCELLANEOUS COMMUNICATION PRODUCTS	Misc. UPS, Surge, Power Conditioning, Back-Up, Motors & Generators	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Distribution	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc, Smoke Detection, CO,, Fire Stop & Fire Suppression Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Distribution	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Automation, Integration & Control Equipment	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Distribution	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Circuit Breakers, Fuses, Panels, GFI & Related Power Control Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Distribution	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Electrical Distribution & Control Equipment	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Distribution	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Electrical Utility & Service Provider Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Distribution	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Electrical Wire, Cable, Cords, Assemblies & Portable Power	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Distribution	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Hand Dryers, Water Coolers & Related Electrical Equipment	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Distribution	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Heating, Cooling, Ventilation & Fan Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Power Products	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Motors, Generators, Transfer Switch, Power Conditioning & Back-Up	List Less	2	Graybar Mfr. Price List	09/06/17	Other

E / L	Tools & Test Equipment	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Related MRO, Safety, Fasteners, Hardware, Tools, Cleaners & Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Tools & Test Equipment	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Test, Measurement, Monitoring & Logging Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Distribution	MISCELLANEOUS ELECTRICAL PRODUCTS	Misc. Trainsportation & Airport Electrical & Lighting Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	MISCELLANEOUS LIGHTING PRODUCTS	Misc. Lamps, LED Bulbs, Ballast, Drivers & Related Products	C+ NTE	23	Graybar Mfr. Price List	09/06/17	Other
E / L	Lighting Fixtures	MISCELLANEOUS LIGHTING PRODUCTS	MISC. LED & Induction Lighting	C+ NTE	23	Graybar Mfr. Price List	09/06/17	Other
E / L	Lighting Fixtures	MISCELLANEOUS LIGHTING PRODUCTS	Misc. Lighting Fixtures & Related Lighting Products	C+ NTE	23	Graybar Mfr. Price List	09/06/17	Other
E / L	Lighting Fixtures	MISCELLANEOUS LIGHTING PRODUCTS	Misc. Lighting Manufacturers	C+ NTE	23	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	MISCELLANEOUS LIGHTING PRODUCTS	Misc. Lighting, Energy Management & Control Products	C+ NTE	23	Graybar Mfr. Price List	09/06/17	Other
E / L	Lighting Fixtures	MISCELLANEOUS LIGHTING PRODUCTS	Misc. Roadway, Parking & Bridge Lighting Products	C+ NTE	23	Graybar Mfr. Price List	09/06/17	Other
E / L	Lighting Fixtures	MISCELLANEOUS LIGHTING PRODUCTS	Misc. Smart City, Lighting Technology, Software & Related Control Products	C+ NTE	23	Graybar Mfr. Price List	09/06/17	Other
E / L	Lighting Fixtures	MISCELLANEOUS LIGHTING PRODUCTS	Misc. Stage, Studio, Miniature Bulbs & Related Products	C+ NTE	23	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	MISCELLANEOUS MRO & RELATED PRODUCTS	Misc. Emergency Response & Disaster Recovery Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	MISCELLANEOUS MRO & RELATED PRODUCTS	Misc. Hard To Find Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	MISCELLANEOUS MRO & RELATED PRODUCTS	Misc. Related Maintenance, Repair & Operation Products (MRO)	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	MISCELLANEOUS RECYCLING	Misc. Recycling Products & Services	C+ NTE	23	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	MODULAR CONNECTIONS	Wiring Devices, Cable Assemblies, Water Tight & Connections	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Wiring Devices	MOLEX CORP. LLC.	Standard Wiring Devices, Cable Assemblies, Water Tight	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Wireless	MOTOROLA SOLUTIONS	Other Business & Commercial Radios & Communication Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Wireless	MOTOROLA SOLUTIONS	Standard Business & Commercial Radios & Communication Products	List Less	16	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	MOTORTRONICS / PHASETRONICS	Motors, Control, Energy Management & Power	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Wiring Devices	MULBERRY	Standard Faceplates, Wiring Devices & Accessories	List Less	36	Graybar Mfr. Price List	09/06/17	Other
B	Wiring Devices	MULBERRY	All Other Faceplates, Wiring Devices & Accessories	List Less	5	Graybar Mfr. Price List	09/06/17	Other

E / L	Toos & Fasteners	MULTI-LINK	Automation Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	MYRONCE ZUCKER	Motors, Control, Energy Management & Power	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Datacom Cable	NATIONAL STANDARD	Electrical & Communication Wire & Cable Products	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Datacom Cable	NATIONAL STRAND	Electrical & Communication Wire & Cable Products	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	NEPTCO	A-Velocity Discounts	List Less	55	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	NEPTCO	Conduit Bodies, Boxes, Connectors & Fittings	List Less	11	Graybar Mfr. Price List	09/06/17	Other
B	Networking	NEPTCO, INC. - All	Measuring, Detecting & Pulling Rope / Tape	List Less	11	Graybar Mfr. Price List	09/06/17	Other
E / L	Enclosures & Cabinets	NEW BASIS	Enclosures, Cabinets & Vaults	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	NEXANS ENERGY	Power Distribution, Control Equipment & Transformers	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	NORTH AMERICAN ELECTRIC	Power Distribution, Control Equipment & Transformers	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	NORTH SAFETY	All Other Safety & Security Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	NORTH SAFETY	Standard Safety & Security Products	List Less	21	Graybar Mfr. Price List	09/06/17	Other
B	Power Products	NORTHSTAR BATTERY	Batteries & Power Solutions	List Less	16	Graybar Mfr. Price List	09/06/17	Other
E / L	Lugs, Terminals & Connectors	NSI INDUSTRIES	A-Velocity Discount	List Less	50	Graybar Mfr. Price List	09/06/17	Other
E / L	Lugs, Terminals & Connectors	NSI INDUSTRIES	Wire Nuts, Terminals, Lugs & Connectors	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Test Equipment	NuTONE / BROAN	All Other Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Test Equipment	NuTONE / BROAN	Standard Doorbells & Chimes	List Less	34	Graybar Mfr. Price List	09/06/17	Other
E / L	Test Equipment	NuTONE / BROAN	Standard Heating & Ventilation	List Less	44	Graybar Mfr. Price List	09/06/17	Other
E / L	Fans, Heaters and Ventilation Equipme	OASIS	Heating, Cooling, Water Coolers & Ventilation	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	OATEY	Other Caulk, Glue, Adhesives, Sealants, Tools & Plumbing	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	OATEY	Standard Caulk, Glue, Adhesives, Sealants, Tools & Plumbing	List Less	20	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	OCAL / THOMAS & BETTS	PVC Coated Conduit	C+ NTE	22	Graybar Mfr. Price List	09/06/17	Other

E / L	Conduit, Channel & Fittings	OCAL / THOMAS & BETTS	PVC Coated Conduit Boxes, Fittings & Connectors	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
B	Enclosure & Cabinets	OLDCASTLE PRECAST / CARSON / SYNERTECH	Carson Industries, 0c04 Heavy Wall, Standard Old Castle OPE	List Less	9	Graybar Mfr. Price List	09/06/17	Other
B	Cable Management	OLDCASTLE PRECAST / CARSON / SYNERTECH	Other OCP, Vaults, Enclosures, Wireway, Covers & OPE Solutions	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Cable Management	OLDCASTLE PRECAST / CARSON / SYNERTECH	Standard Vaults, Enclosures, Wireway, Covers & OPE Solutions	List Less	19	Graybar Mfr. Price List	09/06/17	Other
B	Control Equipment & Transformers	ONEAC CORPORATION	Other Conditioning, UPS Systems, Power Protection & Power Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Power Products	ONEAC CORPORATION	Standard Conditioning, UPS Systems, Power Protection & Power Products	List Less	10	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	ONTILITY	Solar Products & Solutions	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	OPTILUMEN	Lighting, Lighting Fixtures & Control Products-U	C+ NTE	23	Graybar Mfr. Price List	09/06/17	Other
E / L	Fans, Heaters and Ventilation Equipme	ORION	Heating, Cooling & Ventilation	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Electrical Distribution	ORS NASCO	Related MRO Products & Accessories	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	OSHKOSH TOOL	Tools, Testers, Fasteners & Accessories	List Less	4	Graybar Mfr. Price List	09/06/17	Other
E / L	Fans, Heaters and Ventilation Equipme	OUELLET	Heating, Cooling & Ventilation	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	OUTBACK POWER	Solar Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	OZ GEDENEY	All Other Conduit Bodies, Boxes, Connectors & Fittings	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	OZ GEDENEY	Standard Conduit Bodies, Boxes, Connectors & Fittings	List Less	15	Graybar Mfr. Price List	09/06/17	Other
B	Raceway & Plugmold	PANDUIT	All Other Raceway, Boxes, Faceplates & Fittings	List Less	36	Graybar Mfr. Price List	09/06/17	Other
B	Lugs, Terminals & Connectors	PANDUIT	A-Velocity Discount	List Less	70	Graybar Mfr. Price List	09/06/17	Other
B	Lugs, Terminals & Connectors	PANDUIT	B-Velocity Discount	List Less	54	Graybar Mfr. Price List	09/06/17	Other
B	Lugs, Terminals & Connectors	PANDUIT	Compression & Mechanical Connectors	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Lugs, Terminals & Connectors	PANDUIT	C-Velocity Discount	List Less	50	Graybar Mfr. Price List	09/06/17	Other
B	Lugs, Terminals & Connectors	PANDUIT	D-Velocity Discount	List Less	43	Graybar Mfr. Price List	09/06/17	Other
B	Lugs, Terminals & Connectors	PANDUIT	Grounding and Multi-Tap Connectors	List Less	16	Graybar Mfr. Price List	09/06/17	Other

B	Toos & Fasteners	PANDUIT	Heat Shrink Tubing	List Less	11	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	PANDUIT	Other Cable Ties, Fastening, Accessories, Labeling & ID Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Fasteners	PANDUIT	Printers, Labeling Systems and Accessories	List Less	31	Graybar Mfr. Price List	09/06/17	Other
B	Raceway & Plugmold	PANDUIT	Raceway, Boxes, Faceplates & Fittings	List Less	24	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	PANDUIT	Standard Cable Ties & Cable Tie Accessories - Bulk Pack	List Less	11	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	PANDUIT	Standard Cable Ties & Cable Tie Accessories - Standard Pack	List Less	49	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	PANDUIT	Standard Stainless Steel Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Lugs, Terminals & Connectors	PANDUIT	Standard Standard Terminals - Bulk Pack	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Lugs, Terminals & Connectors	PANDUIT	Standard Terminals - Standard Pack	List Less	46	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	PANDUIT	Tools & Accessories	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Fasteners	PANDUIT	Wire Identification Products	List Less	21	Graybar Mfr. Price List	09/06/17	Other
B	Raceway & Plugmold	PANDUIT	Wiring Duct & Covers	List Less	26	Graybar Mfr. Price List	09/06/17	Other
B	Lugs, Terminals & Connectors	PANDUIT	All Other Lugs, Terminals & Connectors	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	PASS & SEYMOUR, INC. / LEGRAND	All Other Products	List Less	6	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Outlets and Switches	PASS & SEYMOUR, INC. / LEGRAND	Standard Electrical Outlets & Switch Products	List Less	31	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	PASS & SEYMOUR, INC. / LEGRAND	Standard Wiring Device Products	List Less	31	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Boxes and Covers	PATTON BUILDING PRODUCTS	Conduit Bodies, Boxes, Connectors & Fittings	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	PC SYSTEMS	Wiring Harnesses & Connectors	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Boxes and Covers	PENNINGTON	Conduit Bodies, Boxes, Connectors & Fittings	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Control Equipment & Transformers	PENTAIR COMPANIES	Electrical, Lighting, Communication, Security & Related Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Cable Management	PENTAIR COMPANY	All Other Pentair Companies & Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Cable Management	PENTAIR THERMAL	Thermal Building & Industrial Heat Trace Solutions	List Less	2	Graybar Mfr. Price List	09/06/17	Other

E / L	Control Equipment & Transformers	PEPPERL & FUCH'S	Automation, Terminal Blocks & Panel Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Boxes and Covers	PERFECTLINE	Conduit Bodies, Boxes, Connectors & Fittings	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	PHILLIPS LIGHTING	CFL	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	PHILLIPS LIGHTING	LARGE LAMPS	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	PHILLIPS LIGHTING	LED	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	PHILLIPS LIGHTING	Lighting - All Other	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	PHILLIPS LIGHTING / ADVANCE	All Other	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	PHILLIPS LIGHTING / ADVANCE	A-Velocity Discount	List Less	91	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	PHILLIPS LIGHTING / ADVANCE	Fluorescent Electronic Ballasts	List Less	74	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	PHILLIPS LIGHTING / ADVANCE	HID Electronic Ballasts	List Less	64	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	PHILLIPS LIGHTING / ADVANCE	Magnetic Ballasts	List Less	74	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	PHILLIPS LIGHTING / ADVANCE	Sign Ballasts	List Less	66	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	PHILLIPS LIGHTING / ADVANCE	Standard HID Ballasts	List Less	69	Graybar Mfr. Price List	09/06/17	Other
B	Physical Security and Access Control	PHOENIX CONTACT	Communication, Physical Security and Access Control Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Control Equipment & Transformers	PHOENIX CONTACT	All Other Electrical Distribution, Automation & Control Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Control Equipment & Transformers	PHOENIX CONTACT	A-Velocity Discount	List Less	32	Graybar Mfr. Price List	09/06/17	Other
B	Control Equipment & Transformers	PHOENIX CONTACT	Standard Electrical Distribution, Automation & Control Products	List Less	21	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Test Equipment	PLATT LUGGAGE, INC.	Tools, Tool Cases, Bags & Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	PLYMOUTH	Electrical Tape, Tape Products & Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Control Equipment & Transformers	PORCELAIN PRODUCTS	Utility Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Lugs, Terminals & Connectors	PORCELIN PRODUCTS / PPC / BERTOLINI INDUSTRIES	Insulators & Pocelain Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Power Products	POTTER BRUMFIELD / TEC	Relays & Circuit Breakers	List Less	3	Graybar Mfr. Price List	09/06/17	Other

E / L	Test Equipment	POTTER ELECTRIC SIGNAL	Standard Power Supplies, Electrical & Communication Products	List Less	33	Graybar Mfr. Price List	09/06/17	Other
E / L	Test Equipment	POTTER ELECTRIC SIGNAL	Other Power Supplies, Electrical & Communication Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	POWER STRUT / ATKORE INT.	Strut, Threaded Rod, Fittings & Accessories	C+ NTE	See Atkore International	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	PRECISION	Plugs, Receptacles, Wiring Devices & Telecom	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	PREFOROMED LINE PRODUCTS	A-Velocity Discount	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	PREFOROMED LINE PRODUCTS	Conduit Bodies, Boxes, Connectors & Fittings	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Datacom Connectivity	PREMAX	Tools, Scissors, Clippers & Strippers	List Less	10	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	PULS	Power & Protection Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Fasteners	PURDY	Paint, Caulk, Glue, Adhesives & Sealants	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	PVC CONDUIT (PVC) - ALL BRANDS	PVC Conduit - ELBOWS, FITTINGS & ACCESSORIES	C+ NTE	30	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	PVC CONDUIT (PVC) - ALL BRANDS	PVC Conduit - SCHEDULE 40 & 80	C+ NTE	22	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	R. STAHL, INC.	Plugs, Receptacles, Wiring Devices & Telecom	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	RACO INCORPORATED / HUBBELL	All Other Conduit Bodies, Boxes, Bell Boxes, Connectors & Fittings	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Boxes and Covers	RACO INCORPORATED / HUBBELL	Standard Conduit Bodies, Boxes, Bell Boxes, Connectors & Fittings	List Less	24	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	RAMSET / ITW	Tools, Testers, Fasteners & Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Wire & Cable	RAYCHEM CORP	Specialty Wire & Cable	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
B	Flashlights & Batteries	RAYOVAC / SPECTRUM BRANDS	All Other Batteries, Flashlights & Rayovac Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Flashlights & Batteries	RAYOVAC / SPECTRUM BRANDS	A-Velocity Discount	List Less	55	Graybar Mfr. Price List	09/06/17	Other
B	Flashlights & Batteries	RAYOVAC / SPECTRUM BRANDS	B-Velocity Discount	List Less	42	Graybar Mfr. Price List	09/06/17	Other
B	Flashlights & Batteries	RAYOVAC / SPECTRUM BRANDS	Standard Batteries, Flashlights & Related Products	List Less	31	Graybar Mfr. Price List	09/06/17	Other
E / L	Tools & Fasteners	RAYTHEON	Tools, Testers & Fasteners	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	RECTORSEAL CORP.	Conduit Bodies, Boxes, Connectors & Fittings	List Less	25	Graybar Mfr. Price List	09/06/17	Other

E / L	Conduit Bodies & Fittings	RED DOT / THOMAS & BETTS	All Other Conduit Bodies, Boxes, Connectors & Fittings	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	RED DOT / THOMAS & BETTS	Standard Conduit Bodies, Boxes, Connectors & Fittings	List Less	54	Graybar Mfr. Price List	09/06/17	Other
E / L	Toos & Fasteners	RIEVA	Tools, Testers, Fasteners & Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Fasteners	RIGID TOOL	All Other Tools & Test Equipment	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Fasteners	RIGID TOOL	Standard Tools & Test Equipment	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Toos & Fasteners	RIPLEY	Tools, Testers, Fasteners & Accessories	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Enclosures & Cabinets	RITTAL CORP	Enclosures, Cabinets & Wireway	List Less	1	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	ROANWELL CORP.	Conduit Bodies, Boxes, Connectors & Fittings	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	ROBROY	PVC Coated Conduit	C+ NTE	22	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	ROBROY	PVC Coated Conduit Boxes, Fittings & Connectors	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
B	Enclosures & Cabinets	RUBBERMAID / NEWELL BRANDS	All Other Tubs, Enclosures & Related MRO Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Enclosures & Cabinets	RUBBERMAID / NEWELL BRANDS	Standard Tubs, Enclosures & Related MRO Products	List Less	21	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	RUSSELL STOLL / THOMAS & BETTS	Plugs, Receptacles, Wiring Devices & Telecom	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	RUTHERFORD CONTROLS (RCI) / DORMA	All Other Plugs, Receptacles, Wiring Devices & Telecom	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	RUTHERFORD CONTROLS (RCI) / DORMA	Standard Plugs, Receptacles, Wiring Devices & Telecom	List Less	39	Graybar Mfr. Price List	09/06/17	Other
B	Physical Security and Access Control	RUTHERFORD CONTROLS INT'L CORP.	Other Access Controls, Locking and Hardware	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Physical Security and Access Control	RUTHERFORD CONTROLS INT'L CORP.	Standard Access Controls, Locking and Hardware	List Less	39	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Distribution	S & C ELECTRIC	Electrical Distribution & Control Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	SALIBURY / HONEYWELL	All Other	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	SALIBURY / HONEYWELL	Standard Protective Wear, Tools, Testers, Fasteners & Accessories	List Less	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Enclosures & Cabinets	SAPA / HYDRO	Aluminum Extrusions, Enclosures, Cabinets, Wire way & Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	SCHLETTER SOLAR	Schletter - Solar Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other

E / L	Distribution	SCHNEIDER ELECTRIC	A-Velocity Discount	List Less	85	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	SCHNEIDER ELECTRIC	B-Velocity Discount	List Less	70	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	SCHNEIDER ELECTRIC	C-Velocity Discount	List Less	60	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	SCHNEIDER ELECTRIC	D-Velocity Discount	List Less	57	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	SCHNEIDER ELECTRIC	E-Velocity Discount	List Less	54	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	SCHNEIDER ELECTRIC	F-Velocity Discount	List Less	50	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	SCHNEIDER ELECTRIC	G-Velocity Discount	List Less	41	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	SCHNEIDER ELECTRIC	H-Velocity Discount	List Less	30	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	SCHNEIDER ELECTRIC	I-Velocity Discount	List Less	20	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	SCHNEIDER ELECTRIC	Schneider Electric / SQD		See Attached SQD Price Schedule	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	SCHNEIDER ELECTRIC	Schneider Electric / SQD		See Attached SQD Price Schedule	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Distribution	SCHNEIDER ELECTRIC	Schneider Electric / SQD		See Attached SQD Price Schedule	Graybar Mfr. Price List	09/06/17	Other
E / L	Electronic Vehicle Fueling Stations	SCHNEIDER ELECTRIC	Schneider Electric / SQD		See Attached SQD Price Schedule	Graybar Mfr. Price List	09/06/17	Other
E / L	Safety Switches	SCHNEIDER ELECTRIC	Schneider Electric / SQD		See Attached SQD Price Schedule	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Boxes and Covers	SEDIVER	Conduit Bodies, Boxes, Connectors & Fittings	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Test Equipment	SENSOR SWITCH, INC.	Standard Tools, Testers, Fasteners & Accessories	List Less	21	Graybar Mfr. Price List	09/06/17	Other
E / L	Test Equipment	SENSOR SWITCH, INC.	Other Tools, Testers, Fasteners & Accessories	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	SEYMORE SMITH	Scissors, Snips, Cutting & Other Tools	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	SHAT-R-SHIELD	Lamps & Lighting Products	List Less	9	Graybar Mfr. Price List	09/06/17	Other
B	Networking	SHOOTER DETECTION SYSTEMS	Gun Shot Detection Systems	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Networking	SHOT SPOTTER	Gun Shot Detection Systems	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Networking	SHOT TRACER	Gun Shot Detection Systems	List Less	2	Graybar Mfr. Price List	09/06/17	Other

B	Tools & Test Equipment	SIMPSON ELECTRIC CO.	Tools & Test Equipment	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	SMA SOLAR	Solar Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	SOLA / HEVI-DUTY / ACME	Control Equipment & Transformers	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	SOLAR BOS	SolarBOS - Solar Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	SOLAR EDGE	SolarEdge - Solar Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	SOLAR WORLD	SolarWorld - Solar Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Tools & Fasteners	SOLiD TECHNOLOGIES	Building Automation and Wireless	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	SOLIGENT SOLAR	Soligent - Solar Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Cable Management	SPECIFIED TECHNOLOGIES INC. / STI	Caulk, Putty, Sealants, Joints, Curtains & Other Fire Protections Products	List Less	9	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	STANDARD ENTERPRISES,INC	All Other Lamps & Lighting Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	STANDARD ENTERPRISES,INC	Standard Lamps & Lighting Products	List Less	30	Graybar Mfr. Price List	09/06/17	Other
B	Tools & Fasteners	STANLEY / BLACK & DECKER / DEWALT	Tools, Testers, Fasteners & Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Flashlights & Batteries	STREAMLIGHT	Other Commercial Flashlights & Related Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Flashlights & Batteries	STREAMLIGHT	Standard Commercial Flashlights & Related Products	List Less	34	Graybar Mfr. Price List	09/06/17	Other
E / L	Enclosures & Cabinets	STRONGWELL	Enclosures, Vaults, Wireway & Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	STRUTHERS DUNN	Control Equipment & Transformers	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	SUMITOMO AUTOMATION	Motors, Control, Energy Management & Power	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	SUPERSTRUT / THOMAS & BETTS	Strut, Threaded Rod, Fittings & Accessories	C+ NTE	See Thomas & Betts / Superstrut	Graybar Mfr. Price List	09/06/17	Other
E / L	Enclosures & Cabinets	SUPPLY PRO	Vending Machines, Cabinets, Storage and Replacement Parts	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Electrical Outlets & Switches	TAY-MAC CORPORATION / HUBBELL	Weatherproff Boxes and Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	TCPI / TECHNICAL CONSUMER PRODUCTS, INC.	Standard Lamps, Compacts, LED & Related Lighting Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Flashlights & Batteries	THE BATTERY CENTER, INC.	All Other Flashlights & Batteries	List Less	5	Graybar Mfr. Price List	09/06/17	Other

B	Flashlights & Batteries	THE BATTERY CENTER, INC.	Stock Flashlights & Batteries	List Less	29	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	THE IRWIN COMPANY	All Other Tools, Testers, Fasteners & Accessories	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	THE IRWIN COMPANY	Standard Tools, Testers, Fasteners & Accessories	List Less	30	Graybar Mfr. Price List	09/06/17	Other
E / L	Toos & Fasteners	THOMAS & BETTS / ABB	All Other Blackburn Products, Tools & Accessories	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Lugs, Terminals & Connectors	THOMAS & BETTS / ABB	All Other Color Keyed Commpresion, Lugs & Standard Bolted Connectors	List Less	56	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	All Other Commercial Liquid Tight Fittings & Other Standard Liquid Tight Fittings	List Less	10	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	All Other Steel Squeeze Connectors, Clips & Hangers	List Less	10	Graybar Mfr. Price List	09/06/17	Other
E / L	Lugs, Terminals & Connectors	THOMAS & BETTS / ABB	All Other Terminal Connectors & Fastening Products	List Less	10	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	All Other Thomas & Betts Companies & Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Toos & Fasteners	THOMAS & BETTS / ABB	All Other TY-Duct, Commercial, Industrial, Rigid, Conduit Bodies & Related Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	A-Velocity Discount	List Less	66	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Boxes and Covers	THOMAS & BETTS / ABB	Carlon Non-Metallic Boxes	C+ NTE	28	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	Kindorf Modular Systems - All Other Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	Kindorf Modular Systems - Standard Products	List Less	82	Graybar Mfr. Price List	09/06/17	Other
E / L	Lugs, Terminals & Connectors	THOMAS & BETTS / ABB	Marrette Wire Connectors	List Less	46	Graybar Mfr. Price List	09/06/17	Other
E / L	Lugs, Terminals & Connectors	THOMAS & BETTS / ABB	Standard Color Keyed Commpresion, Lugs & Standard Bolted Connectors	List Less	10	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	Standard Commercial Liquid Tight Fittings & Other Standard Liquid Tight Fittings	List Less	66	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	Standard Commercial Rigid Fittings & Other Standard Rigid Fittings	List Less	54	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	Standard Conduit Bodies, Tools & Accessories	List Less	39	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	Standard Industrial Connectors & Standard Blackburn Products	List Less	50	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	Standard Steel Squeeze Connectors, Clips & Hangers	List Less	66	Graybar Mfr. Price List	09/06/17	Other
E / L	Lugs, Terminals & Connectors	THOMAS & BETTS / ABB	Standard Terminal Connectors & Fastening Products	List Less	61	Graybar Mfr. Price List	09/06/17	Other

E / L	Toos & Fasteners	THOMAS & BETTS / ABB	Standard TY-Duct Products	List Less	51	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Boxes and Covers	THOMAS & BETTS / ABB	STEEL CITY- Boxes & Fittings - All Other Boxes, Fittings & Steel City Products	List Less	10	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	STEEL CITY- Boxes & Fittings - Standard Commercial & Commercial EMT Fittings	List Less	82	Graybar Mfr. Price List	09/06/17	Other
E / L	Electrical Boxes and Covers	THOMAS & BETTS / ABB	STEEL CITY- Boxes & Fittings - Standard Steel Boxes	List Less	82	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	STEEL CITY- Fittings - BX / FSX & MC Connectors, TNB TEK - JMC Fittings	List Less	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / ABB	STEEL CITY- Fittings - Standard Commercial Die Cast Fittings	List Less	56	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / SUPERSTRUT	General Fittings & Accessories	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	THOMAS & BETTS / SUPERSTRUT	Strut	C+ NTE	22	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit Bodies & Fittings	THOMAS & BETTS / SUPERSTRUT	Threaded Rod	C+ NTE	22	Graybar Mfr. Price List	09/06/17	Other
E / L	Test Equipment	TORK	Time Switches, Photo Eyes & Signaling	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Physical Security and Access Control	TOTUS SOLUTIONS	LED Lighting, Security, Surveillance & Control Systems	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Fans, Heaters and Ventilation Equipme	TPI CORPORATION / FOSTORIA	Other TPI, Fostoria, Markel, Raywall, Redd-I & Hot Pod Fans, Heaters & Lighting	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Fans, Heaters and Ventilation Equipme	TPI CORPORATION / FOSTORIA	Standard TPI, Fostoria, Markel, Raywall, Redd-I & Hot Pod Fans, Heaters & Lighting	List Less	46	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	TRANS-COIL / TCI	Control Equipment & Transformers	List Less	40	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	TRANSPORTATION PRODUCTS DISTRIBUTION	Transportation Lighting & Related Products	C+ NTE	23	Graybar Mfr. Price List	09/06/17	Other
B	Physical Security and Access Control	TRANSPORTATION PRODUCTS INC.	LED Lighting, Security, Surveillance & Control Systems	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	TRI PALM, INT.	Plugs, Receptacles, Wiring Devices & Telecom	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	TRYSTAR	Wiring Devices & Electrical Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Control Equipment & Transformers	TURCK INC	Sensors, Fieldbus, Connectivity & Interface Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Control Equipment & Transformers	TYCO POWER SYSTEMS	All Other Surge, Power Protection & Power Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Control Equipment & Transformers	TYCO POWER SYSTEMS	Standard Surge, Power Protection & Power Products	List Less	30	Graybar Mfr. Price List	09/06/17	Other
E / L	Toos & Fasteners	UNION TOOLS	Tools, Testers, Fasteners & Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other

E / L	Distribution	UNIRAC SOLAR	Unirac - Solar Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Conduit, Channel & Fittings	UNISTRUT / ATKORE INT.	Strut, Threaded Rod, Fittings & Accessories	C+ NTE	See Atkore International	Graybar Mfr. Price List	09/06/17	Other
E / L	Toos & Fasteners	UNITED STATES STEEL	Tools, Testers, Fasteners & Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Physical Security and Access Control	CORPORATION - FIRE & SECURITY	Standard Cameras, Access Control, Fire & Security Products	List Less	3	Graybar Mfr. Price List	09/06/17	Other
B	Power Products	UNITED TECHNOLOGIES CORPORATION - POWER	UPS Systems, Surge, Power Protection & Power Products	List Less	3	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	UNIVERSAL ELECTRIC CORP.	Raceway, Plugmold, Trolley, Critical Power, UPS Syystems & Related Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	UNIVERSAL LIGHTING TECHNOLOGIES	LED, Drivers, Lamps, Ballast, Sensors, Wiring Devices & Related Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	UNIVERSAL LIGHTING TECHNOLOGIES	Lighting Fixtures, LED Retrofit Kits & Related Products	C+ NTE	23	Graybar Mfr. Price List	09/06/17	Other
E / L	Distribution	US SOLAR DISTRIBUTING	Solar Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Power Products	UTC FIRE AND SECURITY AMERICAS CORP. - POWER	UPS Systems, Surge, Power Protection & Power Products	List Less	3	Graybar Mfr. Price List	09/06/17	Other
B	Physical Security and Access Control	AMERICAS CORP. FIRE & SECURITY	Standard Cameras, Access Control, Fire & Security Products	List Less	3	Graybar Mfr. Price List	09/06/17	Other
B	Cable Management	VELCRO USA	Wrapping & Cable Manageent Products	List Less	3	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	VEOLIA NORTH AMERICA	A-Velocity Discount	List Less	25	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	VEOLIA NORTH AMERICA	Bulk, On Demand & Specialty Recycling Services	C+ NTE	23	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	VEOLIA NORTH AMERICA	Other Recyclepac Lamp, Ballast, Battery & Electronics Recycling Containers	List Less	3	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	VEOLIA NORTH AMERICA	Standard Recyclepac Lamp, Ballast, Battery & Electronics Recycling Containers	List Less	18	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	VICTOR INSULATORS INC.	Motor Controls, Utility & Transformers	List Less	2	Graybar Mfr. Price List	09/06/17	Other
B	Enclosures & Cabinets	VYNCKIER	All Other Enclosures, Cabinets, Wire way & Accessories	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Enclosures & Cabinets	VYNCKIER	Standard Enclosures, Cabinets, Wire way & Accessories	List Less	20	Graybar Mfr. Price List	09/06/17	Other
E / L	Toos & Fasteners	WATLING	Tools, Testers, Fasteners & Accessories	List Less	2	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	WATT STOPPER / LEGRAND	A-Velocity Discount	List Less	21	Graybar Mfr. Price List	09/06/17	Other
E / L	Lamps & Ballasts	WATT STOPPER / LEGRAND	Lighting Control Products	List Less	2	Graybar Mfr. Price List	09/06/17	Other

E / L	Control Equipment & Transformers	WEIDMUELLER	Terminals, Connectors & Related Products	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	WERNER LADDER	All Other Ladders and Accessories	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	WERNER LADDER	Standard Ladders and Accessories	List Less	41	Graybar Mfr. Price List	09/06/17	Other
E / L	Control Equipment & Transformers	WILCOM	Standard Protective Wear, Tools, Testers, Fasteners & Accessories	List Less	16	Graybar Mfr. Price List	09/06/17	Other
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - XHHW	C+ NTE	18	Graybar Mfr. Price List	09/06/17	Other
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Aluminum Wire	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Aluminum Wire XLP	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Armored BX Cable	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Armored Cable Aluminum Jacket	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Armored Cable Copper Jacket	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Armored MC Cable	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Bare Copper Wire	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Electronic Cable - Fire, Alarm & Security	C+ NTE	23	Graybar Mfr. Price List	09/06/17	Other
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Electronics & Communication Cable	C+ NTE	23	Graybar Mfr. Price List	09/06/17	Other
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - General Cable / Carol Cable	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Machine Tool AWM TEW	C+ NTE	21	Graybar Mfr. Price List	09/06/17	Other
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Misc Copper Bldg Wire	C+ NTE	18	Graybar Mfr. Price List	09/06/17	Other
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Miscellaneous Wire Suppliers	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - NM ROMEX	C+ NTE	21	Graybar Mfr. Price List	09/06/17	Other
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Portable Cords	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - Portable Cords Premium	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - THHN/TFFN	C+ NTE	18	Graybar Mfr. Price List	09/06/17	Other

E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR) - USE & RHH - HRH	C+ NTE	26	Graybar Mfr. Price List	09/06/17	Other
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR)- A-Velocity Discount	List Less	35	Graybar Mfr. Price List	09/06/17	Other
E / L	Wire & Cable	WIRE & CABLE (WYR) - ALL BRANDS	Wire & Cable (WYR)- B-Velocity Discount	List Less	42	Graybar Mfr. Price List	09/06/17	Other
B	Raceway & Plugmold	WIREMOLD / LEGRAND	All Other Raceway & Plugmold	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Raceway & Plugmold	WIREMOLD / LEGRAND	A-Velocity Discount	List Less	45	Graybar Mfr. Price List	09/06/17	Other
B	Raceway & Plugmold	WIREMOLD / LEGRAND	Standard Raceway & Plugmold	List Less	31	Graybar Mfr. Price List	09/06/17	Other
B	Electrical Boxes and Covers	WIREMOLD / WALKER SYSTEMS	Floor Boxes-Poke Thrus	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Wiring Devices	WOODHEAD / MOLEX	Plugs, Receptacles, Wiring Devices & Telecom	List Less	11	Graybar Mfr. Price List	09/06/17	Other
E / L	Fans, Heaters and Ventilation Equipme	WORLD DRYER CORP.	Standard Hand Dryers , Heating & Ventilation	List Less	5	Graybar Mfr. Price List	09/06/17	Other
E / L	Fans, Heaters and Ventilation Equipme	WORLD DRYER CORP.	Standard Hand Dryers , Heating & Ventilation	List Less	24	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	ZIRCON	All Other Tools, Testers, Fasteners & Accessories	List Less	5	Graybar Mfr. Price List	09/06/17	Other
B	Toos & Fasteners	ZIRCON	Standard Tools, Testers, Fasteners & Accessories	List Less	19	Graybar Mfr. Price List	09/06/17	Other

CITY OF KANSAS CITY / U.S. COMMUNITIES PROGRAM
CONTRACT NUMBER EV2370
SUPPLEMENT TO APPENDIX B-1
GRAYBAR ELECTRICT CO.
ELECTRICAL SUPPLIES
SCHNEIDER / SQUARE D - DISCOUNT SCHEDULE

Supplier	Description	Column	Column Discount
SCHNEIDER / SQUARE D	CAT 00003 QO 1,2 POLE GFI CB 30A MAX	LIST	57
SCHNEIDER / SQUARE D	CAT 00004 QO,QOT 10-30A 1P;10-60A 2P	LIST	57
SCHNEIDER / SQUARE D	CAT 00005 QO, Q2L 2P ENCL & BREAKERS	LIST	57
SCHNEIDER / SQUARE D	CAT 00012 QO 3 POLE CIRCUIT BREAKER	LIST	57
SCHNEIDER / SQUARE D	CAT 00013 NQO/NQOB PANELS RTA	LIST	60
SCHNEIDER / SQUARE D	CAT 00015 QOB CIRCUIT BRKR	LIST	54
SCHNEIDER / SQUARE D	CAT 00016 I-LINE PB RTA	LIST	60
SCHNEIDER / SQUARE D	CAT 00019 EH, EHB CIRCUIT BKR	LIST	54
SCHNEIDER / SQUARE D	CAT 00023 QO, Q2L 3P ENCL & BREAKERS	LIST	57
SCHNEIDER / SQUARE D	CAT 00024 Q2 & QE METERING BREAKERS	LIST	57
SCHNEIDER / SQUARE D	CAT 00036 QMB INTERIORS & FRONTS	LIST	60
SCHNEIDER / SQUARE D	CAT 00037 QMB BRANCH CB, SW, & MAIN SW	LIST	60
SCHNEIDER / SQUARE D	CAT 00038 NQOD PANELS RTA	LIST	60
SCHNEIDER / SQUARE D	CAT 00044 A/C DISC & PULL-OUTS	LIST	66
SCHNEIDER / SQUARE D	CAT 00047	LIST	57
SCHNEIDER / SQUARE D	CAT 00067 MISCELLANEOUS AC DISCONNECTS	LIST	57
SCHNEIDER / SQUARE D	CAT 00080 Q0 SPECIALTY CB, 1&2 POLE	LIST	57
SCHNEIDER / SQUARE D	CAT 00081 QO SPEC CB 3 POLE	LIST	57
SCHNEIDER / SQUARE D	CAT 00082 QO BREAKERS 150-200A	LIST	57
SCHNEIDER / SQUARE D	CAT 00083 QO BREAKERS 150-200 VH	LIST	57
SCHNEIDER / SQUARE D	CAT 00103 QO 2 POLE GFI CB 40-60A	LIST	57
SCHNEIDER / SQUARE D	CAT 00104 QO 35-70A 1P;70-125A 2P CB	LIST	57
SCHNEIDER / SQUARE D	CAT 00110 RTA PB BOX - SPL,3R,ETC.	LIST	60
SCHNEIDER / SQUARE D	CAT 00163	LIST	54
SCHNEIDER / SQUARE D	CAT 00164 DE2A MISC	LIST	57
SCHNEIDER / SQUARE D	CAT 00187 Q2M REPL MAIN CB	LIST	57
SCHNEIDER / SQUARE D	CAT 00900 QOU BREAKERS & SWITCH	LIST	54
SCHNEIDER / SQUARE D	CAT 00901 FAL240V BRKR/SWI	LIST	54
SCHNEIDER / SQUARE D	CAT 00902 FAL480V BRKR/SWI	LIST	54
SCHNEIDER / SQUARE D	CAT 00903 FAL/FHL 600V	LIST	54
SCHNEIDER / SQUARE D	CAT 00906 GJL ACCESSORIES	LIST	54
SCHNEIDER / SQUARE D	CAT 00907 MULTI9 UL MOUNTING BASE	LIST	54
SCHNEIDER / SQUARE D	CAT 00908 C60N SUPP PROTECTORS	LIST	66
SCHNEIDER / SQUARE D	CAT 00910 QO-EPD,QOB-EPD BRKRS	LIST	57
SCHNEIDER / SQUARE D	CAT 00911 Q1L BREAKERS	LIST	54
SCHNEIDER / SQUARE D	CAT 00912 POWERLINK BREAKERS	LIST	44

SCHNEIDER / SQUARE D	CAT 00914	LIST	54
SCHNEIDER / SQUARE D	CAT 00915 C60N MINIATURE CB-UL489	LIST	66
SCHNEIDER / SQUARE D	CAT 00916 GROUND FAULT EQU	LIST	54
SCHNEIDER / SQUARE D	CAT 00917 POWERLINK CONTROL SYSTEMS	LIST	44
SCHNEIDER / SQUARE D	CAT 00919 NC100 SUPP PROTECTORS	LIST	54
SCHNEIDER / SQUARE D	CAT 00922 IEC UNIT MTG MCCB & ACCESS	LIST	54
SCHNEIDER / SQUARE D	CAT 00923 IEC I-LINE MCCBS	LIST	54
SCHNEIDER / SQUARE D	CAT 00924 GJL THERM-MAG AND MAG-GARD	LIST	54
SCHNEIDER / SQUARE D	CAT 00926 QO IND SPECIALTY CB	LIST	57
SCHNEIDER / SQUARE D	CAT 00927 IND SPECIALTY CB	LIST	57
SCHNEIDER / SQUARE D	CAT 00928	LIST	54
SCHNEIDER / SQUARE D	CAT 00930	LIST	54
SCHNEIDER / SQUARE D	CAT 00931 EDB CIRCUIT BRKR	LIST	54
SCHNEIDER / SQUARE D	CAT 00932 FD,FG,FJ BREAKERS (OBS)	LIST	54
SCHNEIDER / SQUARE D	CAT 00933 Q4L BREAKER & SW	LIST	54
SCHNEIDER / SQUARE D	CAT 00934 KDL,KGL,KJL BRKR & SWITCH	LIST	54
SCHNEIDER / SQUARE D	CAT 00935 LAL/LHL BRKR, SW, MAG-GARD	LIST	54
SCHNEIDER / SQUARE D	CAT 00936 EGB CIRCUIT BRKR	LIST	54
SCHNEIDER / SQUARE D	CAT 00937 EJB CIRCUIT BRKR	LIST	54
SCHNEIDER / SQUARE D	CAT 00938	LIST	54
SCHNEIDER / SQUARE D	CAT 00939 GRP DE2	LIST	54
SCHNEIDER / SQUARE D	CAT 00940	LIST	54
SCHNEIDER / SQUARE D	CAT 00941 LIL CIRCUIT BREAKER	LIST	54
SCHNEIDER / SQUARE D	CAT 00942	LIST	54
SCHNEIDER / SQUARE D	CAT 00943	LIST	54
SCHNEIDER / SQUARE D	CAT 00944	LIST	54
SCHNEIDER / SQUARE D	CAT 00946 EDB-EPD BREAKERS	LIST	54
SCHNEIDER / SQUARE D	CAT 00985 FIA FOR ALL BRKR	LIST	54
SCHNEIDER / SQUARE D	CAT 00990 L/M/N/P RATING PLUGS & CT	LIST	54
SCHNEIDER / SQUARE D	CAT 00991	LIST	54
SCHNEIDER / SQUARE D	CAT 00992 UL VIGIREX GFR & SENSOR	LIST	54
SCHNEIDER / SQUARE D	CAT 01000 FA 240V BRKR/SW	LIST	54
SCHNEIDER / SQUARE D	CAT 01005 FA 480V BRKR/SW	LIST	54
SCHNEIDER / SQUARE D	CAT 01007 FY CIRCUIT BRKR	LIST	54
SCHNEIDER / SQUARE D	CAT 01010 FA/FH 600V	LIST	54
SCHNEIDER / SQUARE D	CAT 01020 FI CIRCUIT BRKR	LIST	54
SCHNEIDER / SQUARE D	CAT 01023 Q2 BREAKER & SWITCH	LIST	54
SCHNEIDER / SQUARE D	CAT 01035 KI CIRCUIT BRKR	LIST	54
SCHNEIDER / SQUARE D	CAT 01038 Q4 BREAKER & SW	LIST	54
SCHNEIDER / SQUARE D	CAT 01040 LA/LH BRK,SW,MAG-GARD	LIST	54
SCHNEIDER / SQUARE D	CAT 01041 LA/LAL OEM BREAKER	LIST	54
SCHNEIDER / SQUARE D	CAT 01042	LIST	54
SCHNEIDER / SQUARE D	CAT 01043 LXI 250, 400, 600 A. FRAME	LIST	54
SCHNEIDER / SQUARE D	CAT 01044 LC 600V CIR BRK	LIST	54
SCHNEIDER / SQUARE D	CAT 01045	LIST	54
SCHNEIDER / SQUARE D	CAT 01046 LI CIRCUIT BRKR	LIST	54
SCHNEIDER / SQUARE D	CAT 01047 LX250,400,600A FRAME	LIST	54

SCHNEIDER / SQUARE D	CAT 01048 LE 250, 400_FRAME	LIST	54
SCHNEIDER / SQUARE D	CAT 01049 LE 600 AMP FRAME	LIST	54
SCHNEIDER / SQUARE D	CAT 01078 DE2 MISC	LIST	54
SCHNEIDER / SQUARE D	CAT 01080	LIST	57
SCHNEIDER / SQUARE D	CAT 01084 C4/C5 COMPONENT PARTS	LIST	54
SCHNEIDER / SQUARE D	CAT 01090 CE,CF&CJ COMPACT C UL BRKR/SW	LIST	54
SCHNEIDER / SQUARE D	CAT 01091 MOLDED CASE C B	LIST	54
SCHNEIDER / SQUARE D	CAT 01092 CM COMPACT C UL BRKR/SW	LIST	54
SCHNEIDER / SQUARE D	CAT 01093 C101-630 COMPACT CIEC BRKR/SW	LIST	54
SCHNEIDER / SQUARE D	CAT 01094 C801-1251 COMPACT IEC BRKR/SW	LIST	54
SCHNEIDER / SQUARE D	CAT 01095	LIST	54
SCHNEIDER / SQUARE D	CAT 01096 COMPACT C UL/IEC CB ACCESSORIES	LIST	54
SCHNEIDER / SQUARE D	CAT 01098 NF COMPACT NS	LIST	54
SCHNEIDER / SQUARE D	CAT 01099 NJ COMPACT NS UL BRKR/SW/MCP	LIST	54
SCHNEIDER / SQUARE D	CAT 01100	LIST	54
SCHNEIDER / SQUARE D	CAT 01101 NF E COMPACT NS IEC BRKR/SW/MCP	LIST	54
SCHNEIDER / SQUARE D	CAT 01102 NJ E COMPACT	LIST	54
SCHNEIDER / SQUARE D	CAT 01103 H,J,COMPACT NS UL/IEC CB ACCESS	LIST	54
SCHNEIDER / SQUARE D	CAT 01110 HD,JD UNIT MT BREAKER/SWITCH	LIST	69
SCHNEIDER / SQUARE D	CAT 01112 HD,JD I-LINE BRKR/SWITCH	LIST	54
SCHNEIDER / SQUARE D	CAT 01115 HG,HJ,JG,JJ UNIT MT BREAKER/SWT	LIST	66
SCHNEIDER / SQUARE D	CAT 01117 HG,HJ,JG,JJ I-LINE BRKR/SW	LIST	54
SCHNEIDER / SQUARE D	CAT 01120 HL,JL UNIT MT BRKR/SWITCH	LIST	54
SCHNEIDER / SQUARE D	CAT 01122 HL,JL I-LINE BRKR/SWITCH	LIST	54
SCHNEIDER / SQUARE D	CAT 01125 HJ,JJ UNT MNT MTR CIR PROTECTR	LIST	60
SCHNEIDER / SQUARE D	CAT 01126 H&J MCP I-LINE	LIST	54
SCHNEIDER / SQUARE D	CAT 01127 HL,JL UNT MNT MTR CIR PROTECTOR	LIST	54
SCHNEIDER / SQUARE D	CAT 01200 MG,MJ I-LINE BREAKER	LIST	54
SCHNEIDER / SQUARE D	CAT 01205 MG, MJ UNIT MOUNT BREAKER	LIST	54
SCHNEIDER / SQUARE D	CAT 01210 PG,H,J,K,L,N I-LINE BREAKERS	LIST	54
SCHNEIDER / SQUARE D	CAT 01215 PG,H,J,K,L,N UNIT MT BRKRS	LIST	54
SCHNEIDER / SQUARE D	CAT 01220 PG,H,J,K,L,N DRAW OUT BREAKERS	LIST	54
SCHNEIDER / SQUARE D	CAT 01225	LIST	54
SCHNEIDER / SQUARE D	CAT 01240 RG,H,J,K,L,N I-LINE BREAKERS	LIST	54
SCHNEIDER / SQUARE D	CAT 01245 RG, H, J, L, N UNIT MT BRKRS	LIST	54
SCHNEIDER / SQUARE D	CAT 01250 M, P, R FRAME ACCESSORIES ONLY	LIST	54
SCHNEIDER / SQUARE D	CAT 06277	LIST	57
SCHNEIDER / SQUARE D	CAT 06278	LIST	57
SCHNEIDER / SQUARE D	CAT 06282	LIST	57
SCHNEIDER / SQUARE D	CAT 06303 QO ARC FAULT CB	LIST	66
SCHNEIDER / SQUARE D	CAT 07939	LIST	39
SCHNEIDER / SQUARE D	CAT 07941	LIST	39
SCHNEIDER / SQUARE D	CAT 07946	LIST	39
SCHNEIDER / SQUARE D	CAT 07947 MISCELLANEOUS PARTS	LIST	35
SCHNEIDER / SQUARE D	CAT 07969 RTA N1 PB BOX - STD	LIST	60
SCHNEIDER / SQUARE D	CAT 07970	LIST	66
SCHNEIDER / SQUARE D	CAT 08056	LIST	57

SCHNEIDER / SQUARE D	CAT 08058	LIST	57
SCHNEIDER / SQUARE D	CAT 08059	LIST	57
SCHNEIDER / SQUARE D	CAT 08060	LIST	57
SCHNEIDER / SQUARE D	CAT 08061	LIST	57
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SCHNEIDER / SQUARE D	CAT 08077	LIST	57
SCHNEIDER / SQUARE D	CAT 08078	LIST	57
SCHNEIDER / SQUARE D	CAT 08079 IPC2 W/XFMRS	LIST	57
SCHNEIDER / SQUARE D	CAT 08080	LIST	57
SCHNEIDER / SQUARE D	CAT 08081	LIST	57
SCHNEIDER / SQUARE D	CAT 08082	LIST	57
SCHNEIDER / SQUARE D	CAT 08083	LIST	57
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SCHNEIDER / SQUARE D	CAT 08232 I-LINE MB PNL F/A	LIST	60
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SCHNEIDER / SQUARE D	CAT 08245 NF RTA COLUMN WIDTH	LIST	60
SCHNEIDER / SQUARE D	CAT 08246	LIST	60
SCHNEIDER / SQUARE D	CAT 08247	LIST	60
SCHNEIDER / SQUARE D	CAT 08249	LIST	60

SCHNEIDER / SQUARE D	CAT 08250 TVSS UNIT	LIST	57
SCHNEIDER / SQUARE D	CAT 08251 TVSS UNIT	LIST	57
SCHNEIDER / SQUARE D	CAT 08253	LIST	57
SCHNEIDER / SQUARE D	CAT 08254	LIST	57
SCHNEIDER / SQUARE D	CAT 08257	LIST	60
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SCHNEIDER / SQUARE D	CAT 08322 NQOD NL MB RTA	LIST	60
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SCHNEIDER / SQUARE D	CAT 08350 NF MLO INTERIOR RTA	LIST	60
SCHNEIDER / SQUARE D	CAT 08351 NF MB INTERIOR RTA	LIST	60
SCHNEIDER / SQUARE D	CAT 08352 NF/NQ TRIMS RTA	LIST	60
SCHNEIDER / SQUARE D	CAT 08353 NF NL MLO INTERIOR RTA	LIST	60
SCHNEIDER / SQUARE D	CAT 08354 NF NL MB INT RTA	LIST	60
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SCHNEIDER / SQUARE D	CAT 08405	LIST	39
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SCHNEIDER / SQUARE D	CAT DE10 NEW TECHNOLOGY PRODUCTS	LIST	31
SCHNEIDER / SQUARE D	CAT DE1A GENERAL DUTY SWITCHES & B-HUBS	LIST	60
SCHNEIDER / SQUARE D	CAT DE1B SURGE ARRESTORS	LIST	60
SCHNEIDER / SQUARE D	CAT DE2 INDUSTRIAL CIRCUIT BREAKERS	LIST	49
SCHNEIDER / SQUARE D	CAT DE2A QO,WOT,Q2,QE,QOX CB & ENCL	LIST	57
SCHNEIDER / SQUARE D	CAT DE2C LV POWER FACTOR CORRECTION CAP	LIST	57
SCHNEIDER / SQUARE D	CAT DE2E CB ACCESSORIES QO & HOM	LIST	60
SCHNEIDER / SQUARE D	CAT DE2F MG MASTERPACK	LIST	49
SCHNEIDER / SQUARE D	CAT DE3,(3C)(3D)	LIST	60
SCHNEIDER / SQUARE D	CAT DE3A 1 PHASE QO LOAD CENTERS & CSED	LIST	60
SCHNEIDER / SQUARE D	CAT DE3C HOMELINE LOAD CENTERS	LIST	60
SCHNEIDER / SQUARE D	CAT DE3D HOMELINE CIRCUIT BREAKER	LIST	60
SCHNEIDER / SQUARE D	CAT DE4 METERING EQUIPMENT & SERVICEPAK	LIST	60
SCHNEIDER / SQUARE D	CAT DE8A OCCUPANCY SENSORS, POWERLINK RTI CO	LIST	44
SCHNEIDER / SQUARE D	CAT DS2 PROXIMITY & PHOTOELECTRIC SENSORS	LIST	54
SCHNEIDER / SQUARE D	CAT O1	LIST	49
SCHNEIDER / SQUARE D	CAT PA1 CONTROL TRANSF, INSTRUMENT TRANSF	LIST	39
SCHNEIDER / SQUARE D	CAT PC11 LARGE MICRO CNTLR/ACC (512,612)	LIST	31
SCHNEIDER / SQUARE D	CAT PC12 TMODSOFT LITE SOFTWARE	LIST	31
SCHNEIDER / SQUARE D	CAT PC21 QUANTUM CPU, QUANTUM I/O	LIST	39
SCHNEIDER / SQUARE D	CAT PC31 PUSH BUTTON STATION & KEYPAD	LIST	39
SCHNEIDER / SQUARE D	CAT PC32 ADVANTYâ€™S	LIST	39
SCHNEIDER / SQUARE D	CAT PC34 MODICON M340 CONTROLLERS AND I/O	LIST	35
SCHNEIDER / SQUARE D	CAT PC40 MODSOFT SOFTWARE	LIST	41
SCHNEIDER / SQUARE D	CAT PC41 MODBUS, MODBUS PLUS PROWORX, CONNEX	LIST	39
SCHNEIDER / SQUARE D	CAT PC46 FACTORYLINK SOFTWARE	LIST	39
SCHNEIDER / SQUARE D	CAT PE10 SUBWAY, CABLETRAY, ETC	LIST	54
SCHNEIDER / SQUARE D	CAT PE1A MERCHANDISED PNLBD/SWBD	LIST	60
SCHNEIDER / SQUARE D	CAT PE2 TRANSFRS	LIST	60
SCHNEIDER / SQUARE D	CAT PE2E ENERGY EFFICICENT LIGHT & XFMRS	LIST	49
SCHNEIDER / SQUARE D	CAT PE4 MOTOR CONTROL CENTERS	LIST	31
SCHNEIDER / SQUARE D	CAT PE4A MERCHANDISED MOTOR CONTROL PRODUCTS	LIST	49
SCHNEIDER / SQUARE D	CAT PE5A DIGEST LISTED M.V. SWITCHES	LIST	57
SCHNEIDER / SQUARE D	CAT PE5B MEDIUM VOLTAGE FUSES	LIST	57
SCHNEIDER / SQUARE D	CAT PE6B	LIST	39
SCHNEIDER / SQUARE D	CAT PE6C	LIST	39
SCHNEIDER / SQUARE D	CAT PE6D POWER DRY VPI TRANSFORMERS	LIST	31
SCHNEIDER / SQUARE D	CAT PE6E	LIST	39
SCHNEIDER / SQUARE D	CAT PE7 I-LINE PLUG-IN UNITS	LIST	2
SCHNEIDER / SQUARE D	CAT PE8 I LINE/IIBUSWAY, PLUG IN UNITS FOR O	LIST	2

SCHNEIDER / SQUARE D	CAT PE9 WIREWAY, SERVICE FITTINGS	LIST	25
SCHNEIDER / SQUARE D	CAT PL1S SEPAM PROTECTIVE RELAYS	LIST	13
SCHNEIDER / SQUARE D	CAT PL1T PLUNIV & TECH SUPPORT	LIST	2
SCHNEIDER / SQUARE D	CAT PM1 POWER MONITORING AND CONTROL PROD	LIST	8
SCHNEIDER / SQUARE D	CAT VJC1 SCADA SOFTWARE	LIST	2
SCHNEIDER / SQUARE D	CAT XV	LIST	41
SCHNEIDER / SQUARE D	ALL OTHER SCHNEIDER COMPANIES & PRODUCTS	LIST	2
SCHNEIDER / SQUARE D	MISC. SCHNEIDER PLC & LOGIC PRODUCTS	LIST	5
SCHNEIDER / SQUARE D	SCHNEIDER SQD ENGINEERED PRODUCTS	LIST	5
SCHNEIDER / SQUARE D	MISC. SCHNEIDER AUTOMATION PRODUCTS	LIST	10
SCHNEIDER / SQUARE D	SCHNEIDER SQD SERVICES	COST + NTE	26

CITY OF KANSAS CITY / U.S. COMMUNITIES PROGRAM

CONTRACT NUMBER EV2370 / Section 8

SUPPLEMENT TO APPENDIX B-1 ELECTRICAL & LIGHTING SUPPLIES

GRAYBAR ELECTRICT COMPANY, INC.

LIGHTING MANUFACTURE DISCOUNT SCHEDULE

(Manufactures listed are included but not limited to)

PRICING IS COST PLUS NOT TO EXCEED 23%

Manufacturer Name	Manufacturer Name	Manufacturer Name	Manufacturer Name
0ENERGY LIGHTING INC	EMPIRE ELECTRIC SERVICES	LAST STOP LIGHTING	PRECISION OUTDOOR LIGHTING, INC
1 STOP LIGHTING	ENCAPSULITE	LAURA LEE DESIGN	PRECISION PROJECTION SYSTEMS INC
100 WATT NETWORK	ENCELIUM TECHNOLOGIES	LAUREN ILLUMINATION	PRECISION-PARAGON P2
1000BULBS.COM	ENCON FABRICATION	LBL LIGHTING	PREFERRED LIGHTING GROUP
1254 INDUSTRIES	ENCORE BROADCAST EQUIPMENT SALES	LCD LIGHTING INC.	PREFERRED LIGHTNING PROTECTION
1ST SOURCE LIGHTING	ENCORE LIGHTING	LDA INC	PREMIER ARCHITECTURAL LIGHTING
20TH CENTURY LIGHTING, INC	ENDURALITELED	LDP ASSOCIATES INC	PREMIER LIGHTING
2M LIGHTING	ENERGETIC LIGHTING	LDPI INC	PREMIER LIGHTING GROUP INC
2MODERN LIGHTING	ENERGIE, LLC	LE LAMPISTE	PREMIER LIGHTING SALES
2ND AVENUE LIGHTING	ENERGIZER BATTERY INC	LEA LIGHTING & ELECTRICAL ASSOCIATE	PREMIER PUMP & SUPPLY INC
3-D LIGHTING	ENERGY EFFICIENT GROUP	LED CONVERSIONS	PREMIERE LIGHTING
3FORM LIGHT ART	ENERGY EFFICIENT LIGHTING	LED DYNAMICS	PRG INTEGRATED SOLUTIONS
3G LIGHTING	ENERGY FOCUS INC	LED ENERGY REVOLUTION	PRG LIGHTING ORLANDO SYSTEMS
4K LED TECH LLC	ENERGY LIGHTING	LED GLOBAL SUPPLY INC	PRIMA LIGHTING CORP
4WALL ENTERTAINMENT LIGHTING	ENERGY PLUS	LED INCORPORATED	PRIMELITE MFG CORP
8656452 CANADA INC DBA ALICO LIGHTI	ENERGY PLUS LIGHTING	LED INSPIRATIONS	PRIMUS LIGHTING INC
A & L LIGHTING LTD	ENERGY SAVING DEVICES	LED LIGHT & POWER	PRINCIPAL LED LLC
A TO T LAMPS	ENERGY SAVING LIGHTING LLC	LED LIGHTING GROUP LLC	PRIORITY LED LIGHTING

AA PORTER LIGHTING	ENERGY SAVINGS GROUP INC	LED LIGHTING SOLUTIONS	PRIORITY WIRE & CABLE INC
AAMSCO LIGHTING INC	ENERGY, CONTROLS & LIGHTING, LLC	LED LIGHTING SOLUTIONS LLC	PRO ACCESS SYSTEMS
ABB LIGHTING	ENERGYLITE INC	LED LINEAR NORTH AMERICA	PRO LIGHTING
ABLE 2 PRODUCTS COMPANY	ENERLITES INC	LED LIQUIDATORS	PRO LIGHTING & SOLAR LLC
ABRA LIGHTING	ENERTRON TECHNOLOGIES	LED LIVING TECHNOLOGY	PRO LIGHTING SALES INC
ABRISA INDUSTRIAL GLASS INC	ENGINEERED LIGHTING CORP.	LED POWER INC	PROACTIVE LIGHTING SOLUTIONS
ABS LIGHTING CORP	ENGINEERED LIGHTING SALES	LED ROADWAY LIGHTING LTD	PROBUILT PROFESSIONAL LIGHTING LLC
ABSOLUX LIGHTING INC	ENGINEERED PRODUCTS CO	LED SMART LLC	PRODUCTO ELECTRIC CORP
ACCENDO LIGHTING	ENLIGHTED INC	LED SOLAR AND LIGHT COMPANY	PROFESSIONAL LAMPS INC
ACCENT DESIGN CONCEPTS LLC	ENLIGHTEN LUMINAIRES LLC	LED SOURCE LLC	PROFESSIONAL LIGHTING SALES, INC.
ACCENT LIGHTING GALLERIES	ENLUX LIGHTING	LED WAVES	PROFESSIONAL LIGHTING SERVICES
ACCESS LIGHTING CORP	ENTERPRISE LIGHTING	LED WHOLESALERS	PROGRESS LIGHTING
ACCLAIM LIGHTING	ENTERTAINMENT LIGHTING SERVICE	LED WORLD INC	PROGRESSIVE INNOVATORS INC
ACCULITE LIGHTING LIMITED	ENTERTAINMENT TECHNOLOGY	LED, INCORPORATED	PROGRESSIVE LIGHTING INC
ACCUSERV EQUIPMENT & SUPPLY	ENVIROBRITE	LED2 LIGHTING GROUP INC	PROJECT LIGHT LLC
ACDC ZUMTOBEL	ENVIROLUX ENERGY SYSTEMS	LEDCONN	PROJECTS INCORPORATED
ACE BACKSTAGE CO INC	ENVIRONMENTAL LIGHTS	LEDI2	PROLIGHT
ACKERMANN LIGHTING	ENVIRONMENTAL LTG FOR	LEDNOVATION INC	PROLUME INC
ACOLYTE INDUSTRIES INC.	ENVISION LED LIGHTING	LEDOPTICS	PROPAK
ACTION LIGHTING	ENVISION LIGHTING SALES, LLC	LEDPAC LLC	PROSPETTO LIGHTING
ACTIVE SAFETY	ENVISION LIGHTING SYSTEMS	LEDRA BRANDS INC	PRO-TECH LIGHTING
ACUITY LIGHTING	ENVOY LIGHTING	LEDS	PROTECT CONTROLS INC
ACUITY BRANDS TECHNLGY SVC	EPAC SALES & SERVICE	LEDTRONICS INC	PRUDENTIAL LIGHTING CO
ADALET DIV OF SCOTT FETZER COMPANY	EPIC ASSOCIATES INC	LEDVANCE LLC	PRUF ENERGY SOLUTIONS LLC
ADB AIRFIELD SOLUTIONS	EPTRONICS	LEDXPERT LIGHTING INC	P-TEC CORPORATION
ADDLIGHT	ERCO LIGHTING	LEE BROOM LIMITED	PTLX GLOBAL LLC
ADDRESS-O-LITE	ERICSON MANUFACTURING COMPANY	LEECRAFT MFG. COMPANY, INCORPORATED	PUBLIC SERVICE LAMP CORP
ADJUSTABLE FIXTURE LLC	ERNEST N SIMONS	LEE'S STUDIO	PULSESTAR TECHNOLOGIES
ADL	ERS SYSTEMS INC	LEESMAN LIGHTING LLC	PURE POWER, LLC

ADRA ELECTRIC PRODUCTS	ERT LIGHTING AND SALES INC	LEGACY LIGHTING	PURELY PRODUCTS
ADVANCED ELECTRICAL AND MOTOR CONTR	ESCO LIGHTING INC.	LEGION LIGHTING CO INC	PYRAMID LIGHTING
ADVANCED ENERGY IDEAS	ESL VISION	LEKTRON LED LIGHTING TECHNOLOGY	QSR INDUSTRIAL SUPPLY
ADVANCED LAMP COATINGS	ESPEN TECHNOLOGY INC	LENDAR DESIGN INC.	Q-TRAN INC
ADVANCED LIGHTING TECHNOLOGY	ESTILUZ INC.	LENS COMPANY INC	QUALITE
ADVANCED LIGHTNING	ET2 CONTEMPORARY LIGHTING	LENS MASTERS INC	QUALITE SPORTS LIGHTING LLC
ADVANCED WIRELESS SOLUTIONS	ETCON CORP	LEOTEK ELECTRONICS USA LLC	QUALITY FANS AND LIGHTING
ADVANTAGE ENVIRONMENTAL LIGHTING	ETECH LED LLC	LESMAN IRON WORKS	QUALITY LIGHTING
ADVANTAGE LIGHT SOURCE	ETHAN ALLEN	LEUCOS USA INC	QUALITY LIGHTING SUPPLY
ADVANTAGE LIGHTING & EQUIPMENT	ETI SOLID STATE LIGHTING INC	LEUZE ELECTRONIC, INC.	QUALITY LIGHTING SYSTEMS
ADVANTAGE LIGHTING SOLUTIONS	ETLIN - DANIELS	LF ILLUMINATION LLC	QUATTRO LIGHTING
ADVENTURE LIGHTING	EUREKA	LG ELECTRONICS USA INC	QUOIZEL INC
AERO-TECH LIGHT BULB CO	EUROFASE-CANADA INC	LHI LIGHTING SALES INC	QUORUM
AES LIGHTING GROUP	EUROLITE	LIDO LIGHTING	R C LURIE CO INC
AF LIGHTING	EUROLITE USA	LIGHT & LIVING LLC	R C LURIE CO OF SOUTHERN AZ INC
AFFINEON LIGHTING	EUTEX INTERNATIONAL USA LTD	LIGHT ALARMS	R S ELECTRONICS
AFFORDABLE QUALITY LIGHTING	EVENLITE INC	LIGHT BEAM INDUSTRIES	R.A.M. LIGHTING
AFINA CORPORATION	EVERBRITE	LIGHT BUILD DESIGN	R.V. FISHER & ASSOCIATES
AFX LIGHTING INC	EVERGLOW	LIGHT BULB DEPOT	RAB LIGHTING INC
AG POWER INC	EVERGREEN LIGHTING	LIGHT BULB DEPOT - BIRMINGHAM	RADIANT ILLUMINATION, INC
AIA PLASTICS INC	EVERLAST LIGHTING	LIGHT BULB DIST.	RADIANT LIGHTING SOLUTIONS
AION LED INC	EVERLIGHTS INC	LIGHT BULB EMPORIUM	RADIANTDETAIL SA
AIRCRAFT DYNAMICS	EVERY WATT MATTERS	LIGHT BULB SUPPLY CO INC	RADIATION PROTECTION SYSTEMS
AIREY-THOMPSON	EVO-LITE LLC	LIGHT BULBS ETC	RADIONIC INDUSTRIES
AIRPORT LIGHTING	EXCELITE INC	LIGHT BULBS PLUS INCORPORATED	RADIUS SYSTEMS LLC
AIRPORT LIGHTING EQUIPMENT	EXCELL LTD INC	LIGHT BULBS UNLIMITED / CENTRAL BUL	RAFFERTY LIGHTING GROUP
AIRPORT LIGHTING SYSTEM	EXCELLENCE OPTO INC	LIGHT BULBS UNLIMITED/TAMPA BAY BUL	RAFFINO LED LIGHTING
AITKEN PRODUCTS INCORPORATED	EXCELSIOR LIGHTING INC	LIGHT CONCEPTS	RAINBOW LIGHTING INC
AKT 3	EXCESS ELECTRICAL CO INC	LIGHT CONTROL CONCEPTS INC	RAINWISE INC

ALABAMA LIGHTING ASSOCIATES	EXERGY CONTROLS	LIGHT CORPORATION	RAMBUS DELAWARE LLC
ALADDIN LIGHT LIFT INC	EXERGY CONTROLS INC	LIGHT CRAFT MFG,INC.	RAMBUSCH LIGHTING
ALASKA ARCHITECTURAL LIGHTING INC	EXPRESS LIGHTING GROUP	LIGHT EFFICIENT DESIGN	RAVENHILL LLC
ALASKA LIGHTING & SUPPLY	EXTERIEUR VERT LIGHTING	LIGHT EMITTING DESIGN INC	RAYON LIGHTING GROUP
ALASKA PRO-SELL AGENTS	EYE LIGHTING INTL	LIGHT ENGINEERED DISPLAYS INC	RAYTEC SYSTEMS, INC
ALBERS MFG CO INC	FABBIAN USA CORP	LIGHT GUARD	RAZR LITES
ALBRIGHT LTG PLASTICS	FABULUX INC	LIGHT INTEGRATION, INC.	RDA LIGHTING
ALCASTCO POLE COMPANY	FACTORY SALES AGENCY	LIGHT LINES INC	REBELLE LIGHTING FIXTURES CO. LTD
ALCO LIGHTING INC	FAD LIGHTING	LIGHT MATTERS INC	REBORN ANTIQUES
ALCON LIGHTING & WHOLESALE ELECTRIC	FAHRENHEIT LIGHTING	LIGHT POLE SYSTEMS INC	RECREONICS INC
ALCORN MCBRIDE INC	FAIRCHILD IND PROD CO	LIGHT POLES PLUS LLC	RED MOUNTAIN LIGHTING, INC.
ALEDDRA LED LIGHTING	FALLON	LIGHT PROCESS COMPANY	REDBIRD LED INC
ALEO LIGHTING INC	FANLIGHT CORPORATION	LIGHT PRO'S INC	REFLECTIVE ILLUMINATION LLC
ALERA LIGHTING	FARIBO MFG	LIGHT SOURCE LIGHTING OF PLAINFIELD	REFLEX LIGHTING GROUP OF CT LLC
ALERT LIGHTING COMPANY LLC	FASTOOL INC	LIGHT SOURCE OF INDIANA CORP	REGENCY ARCHITECTURAL LIGHTING INC
ALEX EARL LIGHTING & FURNITURE DESI	FAUBOURG LIGHTING	LIGHT SPEC	REGENCY CEILING FANS
ALEXANDER LIGHTING INC	FC LIGHTING INC.	LIGHT SPOT	REGENCY ENTERPRISES INC
ALEXANDRA LIGHTING SYSTEMS	FEDERAL MOLDING CORP.	LIGHT SWITCHES	REGENT LIGHTING
ALEXANDRIA LIGHTING & SUPPLY	FEDERAL SIGNAL CORP	LIGHT SYSTEMS INC	REGGIANI LIGHTING USA INC
ALFA LIGHTING INC	FEDERATED LIGHTING INC	LIGHT TECH	REGIONAL LIGHTING
ALGER INTERNATIONAL	FEELUX	LIGHT WAVES CONCEPT, INC.	REJUVENATION INC
ALGER-TRITON INC	FEISS LIGHTING	LIGHTALARMS ELECTRONICS CORP	RELUME TECHNOLOGIES INC
ALIGHT	FEIT ELECTRIC	LIGHTCAST NETWORKS	REMAINS LIGHTING
ALKCO MANUFACTURING COMPANY	FERRINI-KONARSKI ASSOC, INC.	LIGHTCRAFT OUTDOOR ENVIRONMENTS INC	REMCRAFT LIG PROD
ALL GREEN LIGHTING	FIBER CREATIONS	LIGHTCRAFTERS, INC	REMINGTON LAMP
ALL MODERN LIGHTING	FIBER OPTIC PRODUCTS INC	LIGHTECH INC	REMPHOS TECHNOLOGIES
ALL STAR LIGHTING SUPPLIES	FIBERSTARS	LIGHTEK	REMS ENTERPRISES
ALLIANCE LIGHTING INC	FIDELUX LIGHTING LLC	LIGHTEL TECHNOLOGIES INC	RENAISSANCE LIGHTING, INC.
ALLIANCE OUTDOOR LIGHTING	FIFTH LIGHT TECHNOLOGY LTD	LIGHTFORM CANADA	RENESOLA AMERICA

ALLIANCE SPORTS GROUP L.P.	FINE ART LAMPS INDUSTRIES, INC.	LIGHTFORM LIGHTING	RENOMA LIGHTING INC
ALLIED GROUP SALES	FINE EX LAMPS INC	LIGHTGUARD SYSTEMS	RENOVA LIGHTING SYSTEMS
ALLIED MAKER	FINELITE	LIGHTHEADED LIGHTING LTD	RESOLUTE
ALLMAND BROS, INC.	FINTRONX LLC	LIGHTHOUSE INTERNATIONAL LTD	RESOURCE EFFICIENCY SOLUTIONS INC
ALLOY LED LLC	FIRE FARM LIGHTING	LIGHTHOUSE SUPPLY	RESOURCE LIGHTING GROUP INC
ALLSCAPE INC	FIREFLY ILLUMINATION LLC.	LIGHTHOUSE WORLDWIDE SOLUTIONS	RESOURCE LIGHTING INC
ALLSTATE LIGHTING SALES INC	FIREFLY LED LIGHTING	LIGHTING & BULBS SUPPLY INC	RESTORATION HARDWARE
ALLURE LIGHTING SALES	FIRST LIGHT	LIGHTING & BULBS UNLIMITED	REVOLUTION ACOUSTICS LTD
ALOHA LIGHT AND DESIGN INC	FIRST LIGHT TECHNOLOGIES LTD	LIGHTING & CONTROLS	REVOLUTION LIGHTING TECHNOLOGIES
ALP LIGHTING PRODUCTS	FISHER SCIENTIFIC	LIGHTING & CONTROLS OF OKLAHOMA	REYK LIGHTING
ALPHA COATING	FLECO INDUSTRIES	LIGHTING & ELECTRICAL ASSOCIATES OF	RGB LIGHTS
ALPHA LIGHTING	FLEXFIRE LEDS INC	LIGHTING & ELECTRICAL SALES CO INC	R-H LIGHTING SOLUTIONS
ALPHA SUPPLY LLC	FLEXIBLE WHIPS OF TENNESSEE INC	LIGHTING & ELECTRONICS INC	RICH BRILLIANT WILLING
ALPHA TECHNOLOGIES LTD	FLEXLITE INC	LIGHTING AFFILIATES INC	RICHMAR
ALPHALITE INC	FLEXTRONICS LIGHTING SOLUTIONS INC	LIGHTING ALTERNATIVES	RIG-A-LITE
ALSCO INC	FLIGHT LIGHT INC.	LIGHTING AND ELECTRICAL PRODUCTS	RIGID INDUSTRIES
ALTECH EFFICIENCY CORP	FLIGHT SYSTEMS INC	LIGHTING AND POWER SYSTEMS	RIPLEY LIGHTING CONTROLS
ALTMAN STAGE LIGHTING COMPANY	FLORIDA COAST LIGHTING INC.	LIGHTING AND POWER TECHNOLOGIES LLC	RISE & SHINE LIGHTING
ALUCHE LIGHTING	FLORIDA LIGHTING CONTROLS EAST INC	LIGHTING ARTISTRY	RITTAL CORPORATION
ALUMALIGHT	FLORIDA SPORTS LIGHTING INC	LIGHTING ASSOCIATES INC	RKI
ALUMEN 8	FLOS INCORPORATED	LIGHTING ASSOCIATES, INC.	ROAM
ALUMILITE INC	FLUORESCENT GALLERY	LIGHTING BOLT & SUPPLY	ROBERN LIGHTING
ALVA LIGHT	FLUORESCENT SUPPLY CO	LIGHTING CONCEPTS	ROBERT ABBEY INC
ALWAYS EARTH FRIENDLY LLC	FLUORESCO LIGHTING	LIGHTING CONCEPTS & CONTROLS INC	ROBERT JULIAT USA
AMATI INTERNATIONAL LLC	FLUOROLITE PLASTICS	LIGHTING CONCEPTS & SYSTEMS INC	ROBERT LIGHTING & ENERGY
AMAX LIGHTING INC	FLUXLIGHT INC	LIGHTING CONTROL & DESIGN	ROBERTS MFG. CO.
AMBIANCE LIGHTING	FLUXWERX ILLUMINATION INC	LIGHTING CONTROL SPECIALIST GROUP	ROBERTS STEP-LITE SYS
AMBIENCE BY KICHLER	FMS LIGHTING MGMT SYSTEMS INC.	LIGHTING CONTROLS BV	ROBERTSON WORLDWIDE
AMERICAN ART IND OF FL	FOCAL POINT LIGHTING INC	LIGHTING DESIGN & SALES	ROLL & HILL

AMERICAN BALLAST	FOCAL POINT PRODUCTS	LIGHTING DESIGN CENTER	ROTH SOUTHEAST LIGHTING LLC
AMERICAN BATTERY CORPORATION	FOCALOR INC.	LIGHTING DIMENSIONS INC	ROYAL LIGHTING
AMERICAN BRIGHT	FOCUS LIGHTING AND ASSOCIATES	LIGHTING DIRECT	ROYAL PACIFIC LTD
AMERICAN COMMERCIAL LIGHTING, INC.	FOCUS LIGHTING AND CONTROLS	LIGHTING DYNAMICS INC	ROYAL WHOLESALE ELECTRIC/CED
AMERICAN ELECTRIC	FOCUS LIGHTING INC	LIGHTING ELEGANCE INC	ROYCE LIGHTING
AMERICAN ELECTRIC DIV	FOGG LIGHTING	LIGHTING ENERGY & DESIGN	RSA LIGHTING LLC
AMERICAN FLAG STORE	FONTANA ARTE	LIGHTING ETC INC	RUSSCO LIGHTING TECHNOLOGIES
AMERICAN GLASS LIGHT COMPANY	FOOTHILLS LIGHTING & SUPPLY	LIGHTING GROUP NORTHWEST	RUSSELECTRIC INC
AMERICAN GREEN TECHNOLOGY	FORESIGHT LIGHTING INC	LIGHTING GROUP OF AMERICA	RUSSO LIGHTING ASSOCIATES
AMERICAN GREENPOWER	FOREST LIGHTING USA	LIGHTING INC	RUUD LIGHTING
AMERICAN ILLUMINATION INC	FOREVER LIGHT	LIGHTING INDUSTRY TECHNOLOGIES LLC	RUUD LIGHTING (CANADA)
AMERICAN INDUCTION TECHNOLOGIES	FOREVERLAMP INC	LIGHTING MAINTENANCE SERVICES LLC	S & A LIGHTING
AMERICAN LED-GIBLE INC	FORM + FUNCTION	LIGHTING MATTERS	SACRAMENTO THEATRICAL LIGHTING
AMERICAN LIGHTING	FORM+FUNCTION	LIGHTING NELSON & GARRET INC	SACRAMENTO THEATRICAL LIGHTING LTD
AMERICAN LITEPOLE	FORMED PLASTICS INC	LIGHTING NEW YORK	SAFE AIR- DOWCO
AMERICAN MED SUPPLY	FORMS & SURFACES INC	LIGHTING PARTNERS OF CENTRAL FL	SAFE-T-LITE
AMERICAN NAIL PLATE LIGHTING INC	FORTE LIGHTING, INC.	LIGHTING PARTNERSHIP	SAFETY LAMP CO.
AMERICAN PACIFIC LAMP & FIXTURE	FORUM INC	LIGHTING PLASTICS OF MN	SAGE LIGHTING LTD
AMERICAN PERMALIGHT INC	FOUNTAIN SUPPLY CO	LIGHTING PLASTICS OF ORLANDO	SALES FOR LIGHTING INC
AMERICAN SPORTS LIGHTING	EL SOL CUSTOM LIGHTING	LIGHTING PLASTICS SOLUTIONS	SAM ISTRE CONSTRUCTION
AMERICAN TACK AND HARDWARE	ELAN LIGHTING INC	LIGHTING PRODUCTS CO	SAMSUNG LED AMERICA INC
AMERICAN WHOLESALE LIGHTING	ELATION PROFESSIONAL	LIGHTING PRODUCTS COMPANY	SAN DIEGO LIGHTING
AMERILLUM, LLC	ELCAST LIGHTING	LIGHTING REPRESENTATIVE	SANIFLOW CORP
AMERITEC LIGHTING	ELCO	LIGHTING RESOURCES USA	SANSI TECHNOLOGY INC
AMERLIGHT LLC	ELCO LIGHTING	LIGHTING SCIENCE GROUP CORP	SANTA AND COLE
AMERLUX EXTERIOR LLC	ELCS INC DBA LIGHTPRO	LIGHTING SCULPTURES INC	SATCO PRODUCTS INC
AMERLUX INC	ELDEMA PRODUCTS	LIGHTING SERVICES INC	SATELLITE ENGINEERING GROUP,INC.
AMERON POLE PRODUCTS CO	ELDOLED AMERICA	LIGHTING SERVICES OF INDIANA	SAVANT SYSTEMS LLC
AMETRIX - COOPER LIGHTING	ELECTRALED	LIGHTING SOLUTIONS	SAVIO LIGHTING

AMLITE INDUSTRIES INC.	ELECTRA-LUME INC	LIGHTING SPECIALISTS	SAV-ON FENCE CO
AMTEC,CORP	ELECTRIC LIGHTING AGENCIES	LIGHTING SPECIALTIES	SAVOY HOUSE
ANCHOR LIGHTING	ELECTRIX ILLUMINATION	LIGHTING SQUARED LLC	SB LIGHTING COMPANY INC
ANOLIS LIGHTING	ELECTRO-LUMINX (LIGHT TAPE)	LIGHTING SUPPLY	SCHMITT DESIGN LLC
ANTARES ENTERPRISES	ELEC-TRON INC	LIGHTING SUPPLY COMPANY	SCHONBEK WORLDWIDE LTG
ANTHONY INTERNATIONAL	ELECTRONIC LIGHTING SCIENCE INC	LIGHTING SYSTEMS & ELECTRICAL	SCHOOLHOUSE ELECTRIC COMPANY
ANTIQUE STREET LAMPS	ELECTRONIC THEATRE CONTROLS INC	LIGHTING SYSTEMS INC	SCHREDER INC
APEX LIGHTING SOLUTIONS	ELED LIGHTS	LIGHTING SYSTEMS OF COLUMBUS INC	SCHREDER LIGHTING LLC
APHOS LIGHTING	ELEEK	LIGHTING TECHNOLOGIES	SCIENTIFIC COMPONENT SYSTEMS INC
APOGEE-TRANSLITE	ELEGANT LIGHTING	LIGHTING TRENDS, INC.	SCOTT ARCHITECTURAL LIGHTING
APOLLO LIGHTING CO., INC.	ELEMENTAL LED LLC	LIGHTING UNLIMITED	SCOTT ENGINEERING INC
APPALACHIAN LIGHTING SYSTEMS INC	E-LIGHTING INC	LIGHTING UNLIMITED INC	SCOTT LAMP CO INC
APPLETON ELECTRIC	ELIGHTS LLC	LIGHTING VIRGINIA	SCOTT LIGHTING SUPPLY CO INC
APPLIED AUDIO	ELITE ENGINEERING INC	LIGHTING&LOWERING SYSTEMS	SCOTT'S EMERGENCY LTG
APPLIED LIGHTING CONCEPTS LLC	ELITE LIGHTING USA	LIGHTMART.COM	SDL CANADA
APPROVED LIGHTNING PROTECTION CO	ELK LIGHTING	LIGHTN UP INC	SDL LIGHTING
APS LIGHTING AND SAFETY PRODUCTS	ELLIPTIPAR	LIGHTNET USA INC	SEA GULL LIGHTING PROD INC
APX ENCLOSURES, INC.	ELMER SCHULTZ SERVICES INC	LIGHTNING ELIMINATORS & CONSULTANTS	SEAN O STOLLER INC
ARANCIA LIGHTING INC	ELONG INTERNATIONAL USA INC	LIGHTNING MASTER CORPORATION	SEASCAPE LAMPS
ARANI SYSTEMS CORP	ELP - ENGINEERED LIGHTING PRODUCTS	LIGHTNING ROD PARTS	SEA-TAC LIGHTING & CONTROLS LLC
ARC LIGHTING SYSTEM	ELUMEN8 LLC	LIGHTNING SUPPLY INC	SEATTLE LIGHTING FIXTURE CO
ARCADIAN LIGHTING	ELUXNET USA CORPORATION	LIGHTNING, INC.	SECURITY LIGHTING SYS,INC
ARCH LIGHTING GROUP	EMC FASTENERS & TOOLS	LIGHTOLIER	SECURITY LIGHTING SYSTEMS
ARCHIPELAGO LIGHTING	EMCO INC	LIGHTOLOGY	SEESMART LED
ARCHITECTURAL AREA	EMCO LIGHTING	LIGHTPOINTE COMMUNICATIONS INC	SELECT LIGHTING
ARCHITECTURAL BUSS STRUT	EMCO PRODUCTS INC	LIGHTRON LIGHTING	SELECTA PRODUCTS INC
ARCHITECTURAL CATHODE	EMERALD LIGHTING	LIGHTRONICS INC.	SELF ELECTRONICS USA
ARCHITECTURAL DETAILS INC	EMERGENCY LIGHTING PRODUC	LIGHTS N PLASTICS	SELF POWERED LIGHTING INC
ARCHITECTURAL LIGHTING ASSOCIATES	EMERGENCY LIGHTING SER	LIGHTS OF AMERICA INCORPORATED	SELF POWERED LTG LTD

ARCHITECTURAL LIGHTING DESIGNS, INC	EMERGENCY LITE SVC CNTR	LIGHTS ON MINNEAPOLIS	SELUX CORPORATION
ARCHITECTURAL LIGHTING SALES, INC	EMERGENSEE LIGHTING PRODUCTS	LIGHTS TO GO	SEMPER FI POWER SUPPLY, INC.
ARCHITECTURAL LIGHTING SYSTEMS	EMERGI-LITE INC DIV	LIGHTS UP	SENGLED USA INC
ARCHITECTURAL LIGHTING WORKS	EMERSON-AIR COMFORT	LIGHTSMITH	SENNHEISER ELECTRONIC
ARCHITECTURAL SALES & ILLUMINATION	EMPIRE ELECTRIC SERVICES	LIGHTSOURCE LC	SENSITY SYSTEMS INC
ARCHITECTURAL STAR LIGHTING	ENCAPSULITE	LIGHTSOURCE, THE ART OF LIGHTING	SENSO LIGHTING
ARCHITECTURAL SYSTEMS/NEW HORIZONS	ENCELIUM TECHNOLOGIES	LIGHTSPEC ALBANY	SENSORTEC, INC.
ARCHLUME INC.	ENCON FABRICATION	LIGHTSPEED TECHNOLOGIES INC	SENTINEL WIRING
ARCHWAY LIGHTING SUPPLY CO.	ENCORE BROADCAST EQUIPMENT SALES	LIGHTSTAR CORP	SENTRY ELECTRIC CORP
ARDEE LIGHTING INC	ENCORE LIGHTING	LIGHTSTAT INC	SENTRYLIGHT
ARIZONA COMMERCIAL LIGHTING AND SUP	ENDURALITELED	LIGHTSTYLE OF ORLANDO	SERVC GROUP
ARIZONA LIGHTING SALES INC	ENERGETIC LIGHTING	LIGHT-TECH INC	SERVICE LIGHTING & ELECTRICAL
ARK LIGHTING	ENERGIE, LLC	LIGHTWAY INDUSTRIES	SERVICE LIGHTING SUPPLY
ARKANSAS LAMP CO	ENERGIZER BATTERY INC	LIGHTWORKS INTERACTIVE INC	SERVICE WIRE COMPANY
ARKITEKTURA IN-SITU	ENERGY EFFICIENT GROUP	LIGHTWORLD	SESCO
ARLEE LIGHTING CORP	ENERGY EFFICIENT LIGHTING	LIGMAN LIGHTING USA	SESCO GLOBAL LIGHTING OF PUERTO RIC
ARMACOST LIGHTING	ENERGY FOCUS INC	LILIBRAND LLC	SESCO LIGHTING
ARMANA PRODUCTIONS LLC	ENERGY LIGHTING	LIMELITE TECHNOLOGIES INC	SHADES OF LIGHT LLC
ARON LIGHTING	ENERGY PLUS	LINCOLN COUNTY FABRICATORS	SHAKESPEARE
ARRAY LIGHTING	ENERGY PLUS LIGHTING	LINDSLEY LIGHTING	SHAKUFF
ARRLUX INC	ENERGY SAVING DEVICES	LINEA LIGHT USA	SHAPER LIGHTING
ARROYO CRAFTSMAN	ENERGY SAVING LIGHTING LLC	LINEAR LIGHTING CORP	SHARON MARSTON LTD
ART-CO PAINT AND POOL SUP	ENERGY SAVINGS GROUP INC	LINMORE LED LABS INC	SHAT-R-SHIELD INC
ARTCRAFT	ENERGY, CONTROLS & LIGHTING, LLC	LINROSE ELECTRONICS INC	SHEMOI ENTERPRISES INC
ARTECNICA	ENERGYLITE INC	LINTERN CORP WORLDWIDE	SHERIDAN LIGHTING SYSTEMS
ARTEMIDE LIGHTING	ENERLITES INC	LION INDUSTRIES	SHERMAN ENGINEERED
ARTEMIS LED	ENERTRON TECHNOLOGIES	LIRON LIGHTING	SHOPTURKEY.COM
ARTERIORS HOME	ENGINEERED LIGHTING CORP.	LITE ENERGY SOLUTIONS	SICK INC
ARTLIGHTS	ENGINEERED LIGHTING SALES	LITE EXCHANGE	SIDE-LITE

ART'S MANUFACTURERS	ENGINEERED PRODUCTS CO	LITE SOURCE INC.	SIDENER ENVIRONMENTAL SERVICES, INC
ASCENT DEVELOPMENT GROUP LLC	ENLIGHTED INC	LITE TECH	SIELO
ASCO POWER TECHNOLOGIES	ENLIGHTEN LUMINAIRES LLC	LITECO INC	SIGN LIGHTING WORLD
ASD LIGHTING CORP	ENLUX LIGHTING	LITECONTROL CORP	SIGNAL TRANSFORMER CO INC
ASHLEY LIGHTING INC.	ENTERPRISE LIGHTING	LITE-LAB	SIGNATURE LIGHTING AND SUPPLY
ASPECTLED	ENTERTAINMENT LIGHTING SERVICE	LITELINE CORPORATION	SIGNTEX LIGHTING INC
ASSOCIATED LTG REPS	ENTERTAINMENT TECHNOLOGY	LITELINES INC.	SILESCENT LIGHTING CORPORATION
ASSOCIATED MFG AGENTS INC	ENVIROBRITE	LITES ON WEST SOHO LLC	SILHOUETTE LIGHTS & STAGING
ASTRALITE INCORPORATED	ENVIROLUX ENERGY SYSTEMS	LITESHEET INC	SILICON CONSTELLATIONS INC
ASTRO LIGHTING INC	ENVIRONMENTAL LIGHTS	LITESOURCE LLC	SILLITES
ASTROLITE CORP	ENVIRONMENTAL LTG FOR	LITE-TECH INDUSTRIES	SILTRON EMERGENCY SYSTEMS
ATG AIRPORTS INC	ENVISION LED LIGHTING	LITE-TROL SERVICE CO INC	SIMKAR CORPORATION
ATG ELECTRONICS CORP	ENVISION LIGHTING SALES, LLC	LITETRONICS INTERNATIONAL INC.	SIMPLY LEDS
ATGSTORES.COM	ENVISION LIGHTING SYSTEMS	LITEWORKS, INC	SINE SYSTEMS/PYLE CONNECT
ATKINSON LIGHTING & CONTROLS LLC	ENVOY LIGHTING	LITEWORX	SIRS ELECTRONICS INC
ATLANTA LIGHT BULBS	EPAC SALES & SERVICE	LITEX INDUSTRIES LTD / ELLINGTON	SISTEMALUX USA
ATLANTIC BATTERY COMPANY INC	EPIC ASSOCIATES INC	LITHONIA LIGHTING	SIVAL INC.
ATLANTIC LIGHTING INC.	EPTRONICS	LITON LIGHTING	SKYLINE DESIGN
ATLANTIC ULTRAVIOLET CORP	ERCO LIGHTING	LITTLITE	SKYTRON
ATLAS LIGHTING PRODUCTS	ERICSON MANUFACTURING COMPANY	LIVEX LIGHTING	SLP LIGHTING
ATLAS LIGHTING SUPPLY	ERNEST N SIMONS	LL LIGHTING RESOURCES, INC.	SLP SAFETY LIGHTING PRODUCS
ATLAS STAGEWORKS LIGHTING	ERS SYSTEMS INC	LLI ARCHITECTURAL LIGHTING LLC	SLV LIGHTING NORTH AMERICA
ATLITE LIGHTING	ERT LIGHTING AND SALES INC	LOCTITE LUMINESCENT SYS.	SMART LIGHT SYSTEMS
ATR LIGHTING ENTERPRISES	ESCO LIGHTING INC.	LOFINGS LIGHTING	SMART LIGHTING SOLUTIONS
ATS LIGHTING	ESL VISION	LONE STAR LIGHT BULB	SMC LED CORPORATION
AUBREY INDUSTRIES INC	ESPEN TECHNOLOGY INC	LONE STAR LIGHTING INC	SMITH LIGHTING SALES INC
AURA LIGHT US INC	ESTILUZ INC.	LONG SALES AGENCY	SNELSON OILFIELD
AURORA LENS, INC	ET2 CONTEMPORARY LIGHTING	LOS ANGELES LIGHTING MFG CO	SNOC LIGHTING
AURORA LIGHTING INC	ETCON CORP	LOTUS LED LIGHTS INC	SNOWBALL LIGHTING INC

AURORALIGHT	ETECH LED LLC	LOUIE LIGHTING INC.	SOHO LIGHTING
AUTOMATIC TIMING & CONTROLS	ETHAN ALLEN	LOUIS POULSEN USA INC	SOLA BALLAST USA
AV POLES AND LIGHTING INC	ETI SOLID STATE LIGHTING INC	LOUISIANA LED	SOLAIS LIGHTING INC
AVAILABLE LIGHT	ETLIN - DANIELS	LOUISVILLE LIGHTING AND CITY SALES	SOLAR ELECTRIC POWER CO.
AVALANCHE RANCH LIGHT COMPANY	EUREKA	LOUKEN LIGHTS, INC.	SOLAR ILLUMINATIONS
AVALANCHE RANCH LIGHTING	EUROFASE-CANADA INC	LOUVERS INTERNATIONAL INC	SOLAR STREET LIGHTS USA
AVENUES LIGHTING	EUROLITE	LOVE IT LIGHTING	SOLARA LIGHTING
AXIS LED GROUP LLC	EUROLITE USA	LOW ENERGY DESIGNS	SOLARPATH INC
AXIS LED LIGHTING	EUTEX INTERNATIONAL USA LTD	LOWES CUSTOMER PROPERTY	SOLAS RAY LIGHTING
AXIS LIGHTING	EVENLITE INC	LPS GREEN TECHNOLOGIES LLC	SOLAVANTI LIGHTING
AXLEN LIGHTING	EVERBRITE	LPS LIGHTING SALES INC.	SOLERA CORP.
AXO LIGHT USA INC	EVERGLOW	LSI LIGHTING SYSTEMS	SOLID STATE LUMINAIRE
AYRE LIGHTING GROUP INC	EVERGREEN LIGHTING	LSI VIRTICUS	SOLIGHT LLC
B & L TECHNOLOGIES	EVERLAST LIGHTING	LTF LLC	SOL-REX
B&P LAMP SUPPLY	EVERLIGHTS INC	LTG & ELECT DESIGN	SOLUS INC
BAHIR CUSTOM LIGHTING AND DECOR	EVERY WATT MATTERS	LTG PLASTICS SUPPLY-DOR	SONEKO USA INC
BALDINGER ARCH LTG	EVO-LITE LLC	LUCA LIGHT	SONNEMAN A WAY OF LIGHT
BANNER ENGINEERING CORPORATION	EXCELITE INC	LUCECO INCORPORATED	SONOMA LIGHTING
BARBICAN ARCHITECTURAL	EXCELL LTD INC	LUCENT LIGHTING INC	SORAA INC
BARBIZON LIGHT	EXCELLENCE OPTO INC	LUCEPLAN USA INC	SOUHEGAN LIGHTING PRODUCTS LLC
BARBIZON LIGHT OF THE ROCKIES INC	EXCELSIOR LIGHTING INC	LUCIFER LIGHTING COMPANY	SOUND & LIGHTING INTEGRATED SYSTEMS
BARBIZON LIGHTING FOR PROFESSIONALS	EXCESS ELECTRICAL CO INC	LUKAS LIGHTING	SOURCE LIGHTING
BARGREEN ELLINGSON INC	EXERGY CONTROLS	LUMA SALES ASSOC	SOURCERY LLC
BARN LIGHT ELECTRIC CO LLC	EXERGY CONTROLS INC	LUMALIER	SOUTH COAST LIGHTING & DESIGN
BARRON LIGHTING GROUP INC	EXPRESS LIGHTING GROUP	LUMASCAPE U.S.A., INC	SOUTH DADE LIGHTING
BARTCO LIGHTING INC	EXTERIEUR VERT LIGHTING	LUMASTROBE WARNING LIGHTS	SOUTH FLORIDA LIGHTING & TRAFFIC IN
BASELITE	EYE LIGHTING INTL	LUMATECH CORPORATION	SOUTHEAST LIGHTING INC
BAY LIGHTING & DESIGN	FABBIAN USA CORP	LUMATEQ	SOUTHEASTERN BULB & BALLAST SUPPLY
BAYCO	FABULUX INC	LUMATO LIGHTING	SOUTHERN CALIFORNIA LIGHTING INC

BEACHSIDE LIGHTING	FACTORY SALES AGENCY	LUMAX INDUSTRIES	SOUTHERN LIGHTING & TRAFFIC SYSTEMS
BEACON LIGHTHOUSE, INC	FAD LIGHTING	LUMAX LIGHTING SYSTEMS	SOUTHERN LIGHTING SOURCE
BEACON PRODUCTS, LLC	FAHRENHEIT LIGHTING	LUMECON LLC	SOUTHERN LIGHTS
BEAED CORP	FAIRCHILD IND PROD CO	LUMEFFICIENT LIGHTING CORPORATION	SOUTHERN MANUFACTURING
BEAM LITE INDUSTRIES	FALLON	LUMEN CONTROLS, INC	SOUTHERN STORE FIXTURES
BEC BRITTAIN LLC	FANLIGHT CORPORATION	LUMEN FX	SOUTHPOINT SOLUTIONS
BEGA	FARIBO MFG	LUMEN LINK LLC	SOUTHWEST FABRICATION LLC
BEGHELLI INC	FASTOOL INC	LUMEN PULSE LIGHTING	SOVEREIGN LIGHTING
BELFER	FAUBOURG LIGHTING	LUMEN SALES	S-P PRODUCTS INC
BELLACOR.COM	FC LIGHTING INC.	LUMEN SOURCE	SPACE LIGHTING & DESIGN
BENDER INC	FEDERAL MOLDING CORP.	LUMEN TECH LIGHTING	SPARK LIGHTING INTERNATIONAL
BERGEN INDUSTRIES, INC.	FEDERAL SIGNAL CORP	LUMEN TRUSS	SPECGRADELED
BESA LIGHTING	FEDERATED LIGHTING INC	LUMEN-8	SPECIAL FX LIGHTING
BEST BUY MOBILE CUSTOMER PROPERTY	FEELUX	LUMENA SSL INC	SPECIALIZED LIGHTING SOLUTION
BEST LIGHT SUPPLY INC	FEISS LIGHTING	LUMENARC INCORPORATED	SPECIALTY BULB CO., INC.
BEST LIGHTING PRODUCTS	FEIT ELECTRIC	LUMENART	SPECIALTY ELECTRIC SUPPLY CO
BEST LIGHTS, INC	FERRINI-KONARSKI ASSOC, INC.	LUMENATION	SPECIALTY LIGHTING GROUP
BEST QUALITY LIGHTING	FIBER CREATIONS	LUMENCIA	SPECIALTY LIGHTING INC
BETA-CALCO INC	FIBER OPTIC PRODUCTS INC	LUMENERGI	SPECIALTY LIGHTING INDUSTRIES INC
BETTER DESIGNED LIGHTING	FIBERSTARS	LUMENFORM INDUSTRIES, INC.	SPECIALTY LIGHTING LLC
BEVOLO GAS & ELECTRIC LIGHTS	FIDELUX LIGHTING LLC	LUMENITE CONTROL TECHNOLOGY	SPECIALTY MANUFACTURING INC
BFS SERVICES	FIFTH LIGHT TECHNOLOGY LTD	LUMENOPTIX LLC	SPECIFIED LIGHTING & DESIGN
BIEBER LIGHTING CONSULTANTS	FINE ART LAMPS INDUSTRIES, INC.	LUMENOSITY	SPECIFIED LIGHTING SALES (SLS)
BIG BEAM EMERGENCY SYSTEMS INC	FINE EX LAMPS INC	LUMENPULSE	SPECIFIED LIGHTING SALES INC
BIRCHWOOD LIGHTING, INC.	FINELITE	LUMENS LIGHT & LIVING	SPECIFIED LTG SYSTEMS OF INDIANA
BITRO GROUP INC	FINTRONX LLC	LUMENSOURCE	SPECLIGHT
BJ TAKE	FIRE FARM LIGHTING	LUMENTEC LIGHTING	SPECTRA LIGHTING
BJB ELECTRIC L.P.	FIREFLY ILLUMINATION LLC.	LUMENTON	SPECTRUM ELEC PROD CO PRODUCTS CO
B-K LIGHTING INC	FIREFLY LED LIGHTING	LUMENTON LIGHTING	SPECTRUM LIGHTING

BL INNOVATIVE SIGNS & LIGHTING	FIRST LIGHT	LUMENWERX	SPECTRUM LIGHTING + CONTROLS INC
BLACKJACK LIGHTING LLC	FIRST LIGHT TECHNOLOGIES LTD	LUMENWORKS	SPECTRUM LIGHTING INC
BLACKLIGHT COM	FISHER SCIENTIFIC	LUMETTA INCORPORATED	SPECTRUM LIGHTING LTD
B-LINE SALES INC	FLECO INDUSTRIES	LUMI TRAK	SPEED SYSTEMS INC
BLINKY INC	FLEXFIRE LEDS INC	LUMICONCEPT	SPERO ELECTRIC CORP
BLIZZARD LIGHTING LLC	FLEXIBLE WHIPS OF TENNESSEE INC	LUMID INC	SPI LIGHTING INC
BLOOM LIGHTING	FLEXLITE INC	LUMIDESIGN	SPI SYSTEMS LTD.
BLUERIDGE LIGHTING AND CONTROLS LLC	FLEXTRONICS LIGHTING SOLUTIONS INC	LUMIERE LIGHTING	SPIKE LIGHTING LLC
BOCA FLASHER	FLIGHT LIGHT INC.	LUMIFICIENT CORPORATION	SPJ LIGHTING INC
BOCCI	FLIGHT SYSTEMS INC	LUMILITE	SPM LIGHTING INC
BOCK LIGHTING	FLORIDA COAST LIGHTING INC.	LUMINAIRE	SPORTLITE INC
BONDED LIGHTNING PROTECTION SYSTEMS	FLORIDA LIGHTING CONTROLS EAST INC	LUMINAIRE LED INC	SPOT LIGHTING SUPPLIES
BORDEN LIGHTING	FLORIDA SPORTS LIGHTING INC	LUMINAIRE LTG	SPOT ON LIGHTING
BOSTON LIGHT SOURCE	FLOS INCORPORATED	LUMINAIRE TECHNOLOGIES	SPOTLITE AMER+C747:C840ICA CORPORATION
BOYD LIGHTING CO	FLUORESCENT GALLERY	LUMINANCE	SPRING CITY ELECTRICAL MFG CO
BRADLEY LIGHTING	FLUORESCENT SUPPLY CO	LUMINAS LIGHTING LLC	SPRING LIGHTING GROUP
BRANDON LIGHTING, INC.	FLUORESCO LIGHTING	LUMINATI LIGHTING	SQUARE 1 PRECISION LIGHTING INC
BRASS LIGHT GALLERY INC	FLUOROLITE PLASTICS	LUMINERGIE	SRB TECHNOLOGIES INC
BRAVO LIGHTING	FLUXLIGHT INC	LUMINII LIGHTING	SSRC
BREAKERS UNLIMITED INC	FLUXWERX ILLUMINATION INC	LUMINIS USA,INC.	ST GEORGE WAREHOUSE
BRIDGEVIEW POWER	FMS LIGHTING MGMT SYSTEMS INC.	LUMINIZ INC	ST LOUIS ANTIQUE LIGHTING CO
BRIGADE HOLDINGS INC	FOCAL POINT LIGHTING INC	LUMINO LIMITED	ST.LOUIS LIGHTING GROUP
BRIGHT FOCUS SALES, INC.	FOCAL POINT PRODUCTS	LUMINOSO LLC	STAGE EQUIPMENT AND LIGHTING INC
BRIGHT GUY INC	FOCALOR INC.	LUMIRA INTERNATIONAL CORP	STAGE RIGHT LIGHTING
BRIGHT LIGHT SYSTEMS INC	FOCUS LIGHTING AND ASSOCIATES	LUMIUM LIGHTING	STAGE SPOT LLC
BRIGHT PATH LIGHTING INC.	FOCUS LIGHTING AND CONTROLS	LUMMEN LIGHTING	STAGECRAFT INDUSTRIES INC
BRIGHT VISION LED LLC	FOCUS LIGHTING INC	LUMOS CUSTOM LIGHTING & FABRICATION	STAGELIGHT, INC.
BRIGHTLINE	FOGG LIGHTING	LUM-TECH LIGHTING	STANDARD ENTERPRISES,INC
BRILLIANCE LED	FONTANA ARTE	LUMUX LIGHTING INC.	STANDARD LIGHTING DISTRIBUTORS, INC

BRILLIANT LIGHTING INC	FOOTHILLS LIGHTING & SUPPLY	LUNERA LIGHTING INC	STANDARD SIGNS INC
BRINKMAN LIGHTING PRODUCT	FORESIGHT LIGHTING INC	LURALINE PRODUCTS CO AND DESIGN	STANLEY E ARNOLD CORP
BRINKMANN CORPORATION	FOREST LIGHTING USA	LUSIVE DECOR	STAR HEADLIGHT & LANTRN
BRITTEN BANNERS	FOREVER LIGHT	LUSTRARTE LIGHTING, LLC	STAR LIGHTING PRODUCTS
BROAN-NUTONE LLC	FOREVERLAMP INC	LUTRON ELECTRONICS CO	STARFIELD LIGHTING AUTOMATION
BRODWAX LIGHTING	FORM + FUNCTION	LUTRON SERVICES CO	STARFIRE LIGHTING INC
BRONZELITE	FORM+FUNCTION	LUXAM INC	STARLED INC
BROWNLEE LIGHTING	FORMED PLASTICS INC	LUXO LAMP CORP	STARLITE PRODUCTIONS
BRYANT ELECTRIC INC	FORMS & SURFACES INC	LUXX BOX	START LIGHTING
BSI/CURTIS STOUT	FORTE LIGHTING, INC.	LYNDE LIGHTING	STARTECH.COM USA LLP
BUCKLES-SMITH ELECTRIC CO	FORUM INC	LYNN ELECTRONICS CORP	STARTEK LIGHTING AMERICA
BUDGET LIGHTING, INC.	FOUNTAIN SUPPLY CO	LYRIC LIGHTING LTD	STEINEL AMERICA INC
BUILDER'S BEST INC	FRITZ BROTHERS ENGINEERING LTD	LYTE POLES INC	STERNBERG LANTERNS INC
BUILDERS LIGHTING	FROG LIGHTS LLC	LYTE-TRONICS LLC	STERNER LIGHTING SYSTEMS
BULB DADDY	FRONTIER LIGHTING	M & M PLASTICS OF GEORGIA	STEVENS LIGHTING
BULB LIGHTING LLC	FUDAKIN LIGHTING INC	M & W ELECTRIC MFG CO LLC	STEVENS SALES CO.
BULBAMERICA.COM	FULHAM CO INC	M P HUSKY CORPORATION	STICKBULB LLC
BULBMAN	FULL SPECTRUM SOLUTIONS INC	M&M LIGHTING SALES	STILES & ASSOCIATES
BULBRITE IND	FURNLITE, INC.	M/H LIGHTING ASSOCIATES INC	STJ LIGHTING
BULBS.COM	FUTURA LIGHTING	M12 ENGINEERING, INC	STONE LIGHTING LLC
BULBTRONICS INC	FUTURE ENERGY SOLUTIONS	MACLEAN POWER SYSTEMS	STONEGATE DESIGNS
BULBWORKS	FUTURE LIGHT	MACLEAN SENIOR INDUSTRIES	STONELIGHT
BUYLEDS LLC	FX LUMINAIRE INC	MACLEDS	STORTRONICS
C & C POWER INC.	FX LUMINAIRE, INC	MAES LIGHTING	STRAND LIGHTING INC
C & R MATERIALS	G LIGHTING	MAG INSTRUMENT, INCORPORATED	STREAMLIGHT INC
C LIGHTING	G&G LED LLC	MAGNARAY INTERNATIONAL SALES,INC	STREET LIGHTING EQUIP
C&S MAINTENANCE & INSTALLATION	G2 LIGHTING AGENCY	MAGNI-FLOOD INC	STRESSCRETE INC
C.E.W LIGHTING INC	GALILEE LIGHTING	MAGNITUDE LIGHTING CONVERTERS	STRESSCRETE LIMITED
C.G.L. LIGHTING INCORPORATED	GAM PRODUCTS	MAHLANDERS APPLIANCE AND LIGHTING	STRONG ENTERTAINMENT LIGHTING

C.K. LIGHTING	GAMMALUX SYSTEMS	MAIN STREET LIGHTING	STRUCTURA INC
C3 LIGHTING SOLUTIONS	GARMIRE IRON WORKS	MAJESTIC LIGHTING INC.	STUDIO ITALIA DESIGN USA
CA LIGHTING LENSES INCORPORATED	GARVIN INDUSTRIES INC	MALAR CONTRACT LIGHTING	STUDIO LILICA
CABINET & LIGHTING SUPPLY	GATEWAY ELECTRICAL SALES	MALCAR NORTHWEST	STUDIO M
CAL AM MANUFACTURING	GB ELECTRICAL INCORPORATED	MALCOLITE CORP	STYLECRAFT LAMPS INC
CAL LIGHTING	GBL LED LIGHTING	MALIBU LIGHTING CORPORATION	SUN & STARS LIGHTING
CALA INDUSTRIES	GE GRID SOLUTIONS LLC	MANHATTAN NEON SIGN CORP.	SUN VALLEY LTG STANDARD
CALIFORNIA ACCENT LIGHTING INC	GE LIGHTING SYSTEMS	MANNING LIGHTING, INC.	SUNLED COMPANY LLC
CALIFORNIA CATHODE & NEON	GE LIGHTING SYSTEMS - RDL	MARILYN B MORRISON	SUNNEX INC
CALIFORNIA LIGHTING & COMPONENTS	GE POWER ELECTRONICS, INC.	MARINA POWER & LIGHTING	SUNOPTICS PRISMATIC SKYLIGHTS
CALIFORNIA QUALITY PLASTICS INC	GE SUPPLY - HOHI	MARITEAM LIGHTING INC.	SUNRISE LIGHTING SYSTEMS
CAMMAN INDUSTRIES, INC.	GE TOTAL LIGHTING CONTROLS	MARK ARCHITECTURAL LIGHTING	SUNRISE SYSTEMS INC
CANDELA CONTROLS, INC.	GEMINI STAGE LIGHTING & EQUIPMENT C	MARLEY ELECTRIC & HEATING	SUNRISE TECHNOLOGIES
CANDELA CORPORATION	GENERAL ELECTRIC / Current by GE LIGHTING	MARLIN CONTROLS INC	SUNSET DESIGNS
CANDELA SALES INC	GENERAL ELECTRIC LIGHTING CONTROLS	MARSHALL CSI	SUNSHINE LIGHTING
CANDELA SYSTEMS CORPORATION	GENERAL ELECTRIC SILICONE PRODUCTS	MARTIN PROFESSIONAL	SUPER BRIGHT LEDS
CANDELLA LIGHTING CO	GENERAL HIGHWAY PRODUCTS INC	MARVEL LIGHTING CORP	SUPERIOR LIGHTING
CANLET LIGHTING LLC	GENERAL LED	MASSACHUSETTS ELECTRICAL	SUPER-LITE LIGHTING LTD.
CAO GROUP INC	GENERAL MANUFACTURING INC	MASTERPIECE LIGHTING	SURF LIGHTING INC
CAPITAL LIGHTING FIXTURE COMPANY	GENERIC VENDOR-GRAPA	MATECH LIGHTING SYSTEMS	SUTTLE APPARATUS CORPORATION
CAPITOL LIGHT	GENESIS LAMP CORP	MATTICKS	SWANEY LIGHTING ASSOCIATES
CARMANAH TECHNOLOGIES	GENESIS LIGHTING	MAXBRITE LED LIGHTING TECHNOLOGY LL	SWITCH BULB COMPANY INC
CAROLINA ARCHITECTURAL LIGHTING	GENESIS LIGHTING CONTROL LTD	MAXILITE	SWIVELIER CO INC
CARPENTER DIVISION	GENMET CORP	MAXIM LIGHTING INTERNATIONAL	SYLVAN DESIGNS INC
CARPENTER EMERGENCY LIGHTING LLC	GEORGIA ARCHITECTURAL LIGHTING	MAXLITE	SYLVANIA LIGHTING PRODUCTS
CARSONITE COMPOSITES LLC	GEORGIAN ART LIGHTING DESIGNS INC	MAXXIMA	SYLVANIA LIGHTING SERVICES
CASABLANCA FAN COMPANY	GILBERT INDUSTRIES INCORPORATED	MCEWEN LIGHTING STUDIO	SYNERGY LIGHTING SUPPLY
CASCADE LIGHTING REPRESENTATIVES	GILCO	MCFADDEN LIGHTING CO	SYRACUSE SCENERY & STAGE
CASEY ARCHITECTURAL LIGHTING LLC	GILWAY TECHNICAL LAMP	MCMASTER-CARR SUPPLY COMPANY	T E A M LIGHTING, LLC

CAST LIGHTING	GLAMOX AQUA SIGNAL CORP.	MCWONG INTERNATIONAL INC	T-1 LIGHTING
CASTOR DESIGN	GLASS SURFACE SYSTEMS, INC	MEDICAL ILLUMINATION	T-1 LIGHTING INC
CATHODE LIGHTING SYSTEM	GLOBAL ENERGY & LIGHTING	MEGGER	TAI PAN LIGHTING
CBC LIGHTING	GLOBAL LIGHTING	MEGLIO LIGHTING GROUP	TAI PAN LIGHTING CO
CBM ELECTRONIC LIGHTING INC	GLOBAL LIGHTING LLC	MELISSA LIGHTING	TAILORED LIGHTING INC
CBMC INC	GLOBAL LIGHTING ORGANIZATION	MERCURY DISPLACEMENT IND	TAKE THREE INC
CBRIGHT LIGHTING	GLOBAL LIGHTING PERSPECTIVES	MERCURY LIGHTING PRODUCTS CO INC	TAKOVO LED LIGHTS
CC CUSTOM PRODUCTS	GLOBAL TECH LED LLC	MERIDIAN LED OF AMERICA	TAL NORTH AMERICA
CD LIGHTING, INCORPORATED	GLOBALUX LIGHTING LLC	MERIT LIGHTING	TAMPA BAY LIGHTING INC
CDS LIGHTING	GLOBE LIGHTING	MERRELL L. POOLE & ASSOCIATES, INC.	TANGO LIGHTING
CEILING SCENES	GLOWBLE LIGHTING	METAL OPTICS	TANKO LIGHTING
CEILING SUPPLY INC	GLUCKSMAN LIGHTING PRODUCTS INC	METAL POLE-LITE INC	TARGET LIGHTING
CELESTIAL LIGHTING	GM LIGHTING LLC	METALUMEN MANUFACTURING CO	TARGETTI POULSEN USA, INC.
CEM-TEC CORP	GMB LIGHTING & TRADING LLC	METEOR LIGHTING	TARGETTI USA LLC
CENTENNIAL LIGHTING PRODUCTS INC.	GMR LIGHTING LLC	METRO LIGHTING GROUP	TASK LIGHTING CORP
CENTERLIGHT INC	GO LIGHTING	METROLIGHT USA	TAZI DESIGNS INC
CENTRAL LIGHTING PLASTICS	GOLDEN LIGHTING	MEYDA LIGHTING	TEAM ENERGY LIGHTING
CENTRAL SYSTEMS + CTRLS	GOLIGHT INC	MHT LIGHTING	TEAM-GREENVILLE
CENTURY INDUSTRIES INC	GOOD EARTH LIGHTING INC	MICA LAMP	TECH LIGHTING
CENTURY LIGHTING SERVICE INC	GOPHER STAGE LIGHTING	MICA LIGHTING	TECHBRITE
CERNO	GOYA LIGHTING	MICHAEL GARRISON ASSOCIATES	TECHLIGHT
CERTIFIED INSULATED PRODUCTS	GPI DESIGN	MICHAEL'S LIGHTING	TECHLINE SPORTS LIGHTING
CERTIFIED LIGHTING SOLUTIONS INC	GRAND BRASS LAMP PARTS INC	MICHIDESIGNS	TECHLITE CORP
CGF DESIGN	GREAT BASIN LIGHTING, INC	MICHIGAN LIGHTING SYSTEMS EAST, LLC	TECHNI LITE SYSTEMS
CHALLENGER LIGHTING COMPANY	GREEN BALLAST INC	MICHIGAN LIGHTING SYSTEMS-WEST	TECHNICAL CONSUMER
CHALMIT LIGHTING	GREEN CREATIVE LLC	MICROLAMP	TECHNICAL CONSUMER PRODUCTS INC
CHAMELEON FINE LIGHTING	GREEN ENERGY LIGHTING CORP	MICRON TECHNOLOGY INC	TECHNO MAGNET
CHAMELEON LIGHTING	GREEN LED LIGHTING SOLUTIONS INC	MID ATLANTIC LIGHTING	TECNO-LITE DE PR
CHAMPION LIGHTING & SUPPLY	GREEN LIGHTING COMPANY	MIDWEST LAMP PARTS CO	TEDDICO ELECTRICAL PRODUCTS / BWF

CHAPMAN ELECTRIC	GREEN LIGHTING LED	MIDWEST LIGHTING PRODUCTS	TEGAN LIGHTING
CHAPMAN HOSPITALITY LIGHTING INC	GREEN LIGHTING TECHNOLOGIES	MIDWEST LIGHTING SOLUTIONS	TEKA ILLUMINATION
CHARLESTON LIGHTING AND	GREEN LUMENS LLC	MIDWEST LIGHTING,INC	TEMPEST LIGHTING INC
CHARLESTON LIGHTING AND INTERIORS	GREEN PLANET LED	MILL CREEK LIGHTING SUPPLY	TEMPO LIGHTING
CHARRON INC	GREENBEAM LED	MILL SPECIALTIES INC/MAXI SIGNAL	TENMAT INC
CHATTANOOGA LIGHTING SALES	GREENBRIER LIGHTING INC	MILLENNIUM LIGHTING COMPANY	TENNESSEE LIGHTING SALE
CHESAPEAKE LIGHTING	GREENLITE LIGHTING CORP	MILLER ECO LIGHTING PRODUCTS	TERAD FABRICATING, INC.
CHESAPEAKE LIGHTING ASSOCIATES	GREENSTAR LIGHTING INC	MILLERBERND DESIGN AND FABRICATION	TERON LIGHTING CORPORATION
CHICAGO MINIATURE LIGHTING, LLC	GREENTEK ENERGY SYSTEMS	MILLERBERND MFG CO	TERSEN LIGHTING
CHICAGO SPOTLIGHT	GREENTEK LIGHTING	MILLS ARCHITECTURAL LTG	TESCO - TOTAL ELECTRIC SUPPLY COMPA
CHLORIDE POWER PROTECTION	GREENTORCH	MILWAUKEE ELEC TOOL	TESLYTE LLC
CHM INDUSTRIES INC	GRIMES AEROSPACE	MILWAUKEE ELECTRONICS CRP	TEXAS FLUORESCENTS
CIA LIGHTING AND ENERGY SOLUTIONS	GROUP 1 LLC	MILWAUKEE LIGHT BULB	TEXAS INSTRUMENTS,
CIMCON LIGHTING INC	GTF LIGHTING ASSOC. INC.	MINIMIS	TEXAS LIGHTING SALES
CINDY BALES ENGINEERING INC	GURU PROFESSIONAL SERVICES INC	MINKA LIGHTING	TEXAS LIGHTSMITH
CIRALIGHT GLOBAL INC	GVA LIGHTING	MIRUS LIGHTING INC	TEXAS LIGHTSMITH INC
CIRCA LIGHTING	H & F MANUFACTURING CORP	MISC. BALLASTS, DRIVERS, RELAYS & RELATED	TEXAS SCENIC COMPANY
CIRCLE LIGHTING INC	H & H LIGHTING COMPANY	MISC. ENERGY MANAGEMENT & CONTROL	TEXCO ENERGY SOLUTIONS INC
CIRCLE LIGHTS DIV-NATALE	H & H MET/FAB/FIXTURES	MISC. LAMPS, BULBS, LED BULBS & RELATED	THE BATTERY BANK
CITILIGHTS LIGHTING INC	H & M DISTRIBUTORS INC	MISC. LED & INDUCTION LIGHTING	THE BATTERY CENTER INC
CITY LIGHTING PRODUCTS	H K LIGHTING GROUP	MISC. LIGHTING & ENERGY MANAGEMENT	THE BRIGHT GROUP INC
CITY LIGHTS	H&E EQUIPMENT SERVICES	MISC. LIGHTING FIXTURES & RELATED LIGHTING	THE COPPERSMITH
CITY LIGHTS & SUPPLY CO INC	H.H. ROBERTSON	MISC. LIGHTING MANUFACTURERS	THE EXIT LIGHT CO INC
CIVILIGHT	HACIENDA LIGHTING INC	MISC. LIGHTING MANUFACTURERS	THE FEDERALIST
CJ LIGHTING CO LLC	HAGEN NOBLE AND ASSOC	MISC. REPLACEMENT BULBS	THE GREEN SAVINGS COMPANY
CJS LIGHTING INC	HALCO	MISC. ROADWAY, PARKING & BRIDGE LIGHTING	THE KIRLIN CO
CLARKSVILLE LIGHTING AND APPLIANCE	HALCO LIGHTING CORP	MISC. SMART CITY, TECHNOLOGY, SOFTWARE	THE L C DOANE COMPANY
CLARUS LIGHTING AND CONTROLS LLC	HALI-BRITE INC.	MISC. STAGE, STUDIO & MINIATURE LIGHTING	THE LAMPLIGHTER SHOPPE
CLASSIC ILLUMINATION	HALLMARK COLLECTIVE	MITROB, INC	THE LED COMPANY

CLASSIC LIGHTING INC.	HALOGEN LIGHTING PRODS	MIXTURE	THE LIGHT BRIGADE INC
CLEAR-VU LIGHTING	HALTON COMPANY	M-LITE ASSOCIATES	THE LIGHT BULB SHOPPE
CLI FIXTURES	HAMMERS & HEELS LLC	MMJ LIGHTING LTD	THE LIGHT BULB SOURCE
CLS-LED	HAMMERTON INC	MOBERN LIGHTING COMPANY	THE LIGHT EDGE
COASTAL LIGHTING & SUPPLY	HAMMOND MFG	MOBOTREX INC	THE LIGHT EDGE, INC.
COLLECTION 5 INC	HAMPSTEAD LIGHTING	MODA LIGHT	THE LIGHT SOURCE
COLOR KINETICS DISTRIBUTION, INC.	HAPCO	MODA LIGHTING	THE LIGHTHOUSE
COLUMBIA PACIFIC SALES	HAPCO DIVISION	MODULAR INTERNATIONAL INC	THE LIGHTING ALLIANCE
COMMERCE LIGHTING SUPPLY	HARDI LIGHTING	MODULIGHTOR INC	THE LIGHTING AUTHORITY
COMMERCIAL LIGHTING ACCESSORIES INC	HARGER LIGHTNING PROTECTION INC	MOFFATT PRODUCTS INC	THE LIGHTING DIVISION
COMMERCIAL LIGHTING AND SUPPLY INC	HARRIS LIGHTING	MOLDCAST DIVISION	THE LIGHTING EDGE, INC.
COMMERCIAL LIGHTING SALES INC	HARRY L STEARNS INC	MOLEX INCORPORATED	THE LIGHTING SOURCE
COMMERCIAL LIGHTING SALES OF WI	HART & COOLEY INC	MOLO DESIGN	THE LIGHTING STUDIO
COMMERCIAL LIGHTING SUPPLY	HART LIGHTING & SUPPLY	MOMENTUM LIGHTING	THE PENNSYLVANIA GLOBE
COMMONWEALTH TECHNOLOGIES, INC.	HARTMAN DESIGN INC/ESCORT LIGHTING	MONARCH SALES	THE REFLEX LIGHTING GROUP, INC.
COMMUTE HOME INC	HASCO LIGHTING	MONMOUTH LIGHTING CORP	THE REID GROUP
COMPASS IND	HATCH TRANSFORMERS	MONTE CARLO FAN COMPANY	THE RETROFIT COMPANIES INC
COMPLETE LIGHTING OF COLORADO	HAVELLS USA	MONTEREY LIGHTING SOLUTIONS	THE SKY FACTORY LLC
COMPLETE LIGHTING SOURCE	HB ARCHITECTURAL LIGHTING INC	MONTROY SUPPLY CO.	THE STRAITS LIGHTING COMPANY
COMPOSITE MATERIALS TECHNOLOGY	HE WILLIAMS PROD CO	MOODY CEILINGS & PLASTICS CO INC	THE URBAN ELECTRIC COMPANY
CONANT METAL AND LIGHT	HEALTHCARE LIGHTING	MOON VISIONS LIGHTING	THEATRICAL LIGHTING SYSTEMS, INC.
CONCEALITE LIFE SAFETY	HEARTH-GLO LIGHTING	MOONLIGHT USA INC.	THHC LIGHTING
CONCORD FANS & LIGHTING	HEARTLAND SCENIC STUDIO INC	MOORE LAMBERT LIGHTING INC	THINK GREEN SOLUTIONS
CONCORD LIGHTING	HEARY BROS LIGHTING	MORELAND LIGHTING LLC	THINKLITE
CONDOR LIGHTING, INC.	HEATHCO LLC	MORLITE	THINLITE
CONDOR USA	HEILUX LLC	MOR-LITE	THO LIGHTING
CONNECT SOLUTIONS GROUP LLC	HELLER LIGHTING	MORLITE OF TUPELO MS	THOMAS & BETTS POWER SOLUTIONS
CONNECTICUT LIGHTING CENTER	HELLERMANN TYTON CORP	MORRIS KURTZON INC	THOMAS RESEARCH PRODUCTS
CONSERVE-A-WATT LTG	HEMERA, INC	MORRISON LIGHTING	THOMPSON LIGHTNING

CONSOLIDATED ARCHITECTURAL	HENNEPIN MADE	MOUNTAIN LIGHT COMPANY	THORLUX LIGHTING
CONSTELLATION LIGHTING	HENSCHEL-STEINAU ILLUMINATION	MOUNTAIN STATE LIGHTING	THORN EMI
CONSTRUCTION ELECT PRODS	HERA LIGHTING INC	MOUNTAIN STATES LIGHTING AGENCY	TIEBER LIGHTING
CONTARDI USA	HEREMA	MP LIGHTING	TIMES SQUARE LIGHTING
CON-TECH	HERITAGE CASTING & IRONWORKS LTD	MPM FOOD EQUIPMENT GROUP	TITAN LED
CON-TECH SYSTEMS INC	HERWIG LIGHTING	MR LIGHTBULB	TIVOLI LLC
CONTEMPORARY LIGHTING	HESS LIGHTING II INC	MRS AIRFIELD LIGHTS & SUPPLIES, LLC	TMS LIGHTING
CONTEMPORARY LIGHTS AND STAGING	HEVI LITE, INC.	MSK ILLUMINATION INC	TO BE DELETED
CONTINENTAL LIGHTING SYST	HIGH ENERGY GROUP LLC	MTE CORPORATION	TOCOR LIGHTING PRODUCTS
CONTINENTAL POLE & LIGHTING	HIGH Q LIGHTING	MTI THE PROTECTOR CO	TOGGLED
CONTRACT LIGHTING LTD	HIGHLIGHT INDUSTRIES	M-TRONICS INC	TOKISTAR LTG INC
CONTRAST LIGHTING	HIGH-LITES	MULBERRY METAL PRODUCTS	TOLTEC LIGHTING
CONTROL SERVICES INC	HIGHPOINT DECK LIGHTING	MULCAHY COMPANY	TOP BRASS LIGHTING
CONTROL TECH AUTOMATION	HIGHTOWER	MULE EMERGENCY LTG CO INC	TOP LIGHTS INC
CONTROLLED LIGHTING CORP	HIGHWAY TECHNOLOGIES	MULTI ELECTRIC MFG CO	TOPAZ LIGHTING WEST CORPORATION
COOL LIGHTS USA	HI-LITE MFG CO INC	MULTI-LITE	TOPAZ LTG CORP
COOLEDGE LIGHTING INC	HILUMZ LED LIGHTING	MUNDO ILLUMINATION	TOSHIBA INTERNATIONAL CORP
CORDAY LIGHTING	HINKLEY LIGHTING	MURPHY LIGHTING SYSTEMS	TOTAL LIGHTING CONCEPTS
CORE LIGHTING GROUP INC	HITLIGHTS	MUSCO SPORTS LIGHTING	TOTAL LIGHTING CONCEPTS INC. OF CAL
CORELITE-COOPER LIGHTING	HOFFEND & SONS INC.	MYPROJECTORLAMPS.COM	TOTUS SOLUTIONS
CORONA LIGHTING	HOGARTH LIGHTING	N. GLANTZ & SON LLC	TOUCHE LIGHTING CONTROL
CORONET INC	HOLBROOK ASSOC INC	N1 CRITICAL TECHNOLOGIES INC	TOUCHE' LIGHTING CONTROL
CORPUS CHRISTI ELECTRIC CO INC	HOLLERN SALES, INC.	NACK LIGHTING CO	TOUCHPLATE LIGHTING CONTROLS
COSTLESS LIGHTING INC	HOLLY HUNT	NATIONAL CATHODE CORP	TOWNSEND LIGHTING
COVENTRY LIGHTING	HOLLY SOLAR PRODUCTS/SUNTRONICS	NATIONAL LIGHTING COMPANY INC	TPI CORPORATION (FOSTORIA IND.)
CPAC, INC	HOLLYWOOD LIGHTING SERVICES	NATIONAL LIGHTING CORP	TPR ENTERPRISES LTD
CRAFT METAL PRODUCTS INC	HOLOPHANE / ACUITY BRANDS	NATIONAL LIGHTING SOURCE INC	TRAALITE
CRASH INDUSTRIAL SUPPLY INC	HOLROYD STUDIOS	NATIONAL LIGHTING SUPPLY, LLC	TRAFFIC & LIGHTING CORP
CREATIVE DESIGNS IN LIGHTING INC.	HOLTKOETTER INTERNATIONAL	NATIONAL LIGHTNING PROTECTION CORP	TRAFFIC PRODUCTS

CREATIVE DISPLAYS	HOME EVER INC	NATIONAL POWER CORP	TRAINSPOTTERS LTD
CREATIVE ILLUMINATION INC	HOMESTYLE LIGHTING	NATIONAL RETROFITTING GROUP	TRANS GLOBE IMPORTS
CREATIVE LIGHT SOURCE	HONEYWELL INC	NATIONAL SPECIALTY LIGHTING	TRANS-LITE INC
CREATIVE LIGHTING	HONSA LIGHTING	NATIONAL TELEPHONE & TECH	TRANSLITE SONOMA
CREATIVE LIGHTING SOLUTIONS	HORIZON LIGHTING LLC	NATRALITE FILTERS, INC.	TRAXON TECHNOLOGIES
CREE LED LIGHTING SOLUTIONS	HORNER LIGHTING GROUP	NATURALLIGHTING.COM	TREATED MATERIALS COMPANY
CRENSHAW LIGHTING CORP	HORTON CONTROLS	NCI LIGHTING, INC	TREND LIGHTING / MCFADDEN LIGHTING
CRESCENT LIGHTING	HOSPITAL SYSTEMS INC.	NE LIGHT INC	TREND LIGHTING CORP
CRESTRON ELECTRONICS INC	HOSPITALITY LIGHTING MANAGEMENT	NEDAP LIGHT CONTROLS NORTH AMERICA	TRI LITE INC.
CRISTAL	HOSSLEY LIGHTING ASSOC	NEEL LIGHTING & CONTROLS	TRI NORTH LIGHTING
CROSS LIGHT INC.	HOUSE OF LIGHTS INC	NEFF ENGINEERING CO INC	TRIARCH INTERNATIONAL
CROWN PLASTICS	HOUSE-O-LITE CORP	NEIDHARDT INC	TRIATEK LIGHTING, INC.
CROWNLITE MFG CORP	HOWARD INDUSTRIES, INC	NEMALUX LED LIGHTING	TRILITE SALES
CRS ELECTRONICS	HTM LIGHTING	NEO RAY PRODUCTS INC.	TRINITY LIGHTING INC
CRW LIGHTING	HUB DIVISON	NEOTEK INC	TRIPLE C INC
CRYSTAL CLEAR	HUBBARDTON FORGE	NEPTUN LIGHT INC	TRI-STATE LED INC
CRYSTAL LIGHTING CORPORATION	HUBBELL LIGHTING	NERI NORTH AMERICA INC	TRI-TECH LED SYSTEMS
CRYSTORAMA LIGHTING	HUBBELL LIGHTING CONTROL SOLUTIONS	NESORA LIGHT TECHNOLOGIES INC	TROY-CSL LIGHTING
CS LIGHTING	HUDSON FURNITURE	NESSEN LIGHTING INC	TRUE NORTH LIGHTING
CT LIGHTING SALES	HUDSON GOODS	NEUTEX ADVANCED ENERGY GROUP INC	TRUEX LIGHTING
CUNEO & RYALL SYSTEMS GROUP	HUDSON VALLEY LIGHTING	NEVADA LIGHTING	TRULY GREEN SOLUTIONS INC
CURREY & COMPANY	HUNT CONTROL SYSTEMS, INCORPORATED	NEVADA SALES AGENCY	TSR LIGHTING INC.
CUSTOM LIGHTING CONCEPTS	HUNTER FAN	NEW EARTH LIGHTING	TUBE LIGHTING PRODUCTS
CUSTOM STAMPING & MFG	HUNZA LIGHTING	NEW ENGLAND LIGHTING INC	TUBELITE COMPANY INC
CUTTING EDGE INDUSTRIES-LITE TOPS	HYBEC AMERICA CORP	NEW ENGLAND SIGN SUPPLY	TUNGSRAM USA LTD.
CV LIGHTING	HYDREL CORP	NEW HORIZON LIGHTING	TURNEY LIGHTING AND ELECTRIC
CW COLE INC	HY-LIGHT GROUP, INC.	NEW PROVIDENCE DESIGNS	TUSCAN IRON WORKS
CW LIGHTING	HYLITE LED LLC	NEW ROSS, LLC	TWICE BRIGHT LIGHTING CO LTD
CY PLASTICS	HYPERIKON INC	NEW STAR	TWIST HDM

CYAN DESIGN	HYTRON ELECTRIC PRODUCTS/TROJAN INC	NEWPORT LIGHTING	TWO HILLS STUDIO, INC
CYBER TECH LIGHTING	I O LIGHTING	NEWSTAMP LIGHTING CO	TWR LIGHTING, INC.
CYCLONE LIGHTING	IBOCO CORPORATION	NEXGEN LIGHTING SOLUTIONS	TYLERCO INC
D&P CUSTOM LIGHTS	ICA SPORTS	NEXT GEN ILLUMINATION INC	U S POLE CO INC
DABMAR-CANOGA PARK	ICON INTERNATIONAL, INC.	NEXT GENERATION LIGHTING LLC	U.S. ENERGY SCIENCES, INC.
D'AC LIGHTING INC.	ICONIC LED LLC	NEXT LIGHTING CORP	U.S. LIGHTING, INC.
DADO LIGHTING	IDAHO LIGHTING SOLUTIONS	NEXT SOLAR SYSTEMS	ULTRALIGHTS
DAINOLITE	IDEAL LIGHTING	NICOR INC	ULTRASAVE LIGHTING LIMITED
DAINTREE NETWORKS	IGT LIGHTING INC	NIEDAX INC	UNENCO ELECTRONICS, INC.
DALLAS LIGHT BULB	IGUZZINI LIGHTING USA	NIGHT TIDE	UNICA HOME
DALLAS POLE	ILEX ARCHITECTURAL LIGHTING	NIGHTSCAPING	UNIMAR, INC.
DAL-LITE INC	ILIGHT TECHNOLOGIES INC.	NILAND COMPANY	UNION METAL CORP
DALS LIGHTING INC	ILIGHTING.COM	NINE 24 INC.	UNIQUE LIGHTING SYSTEMS, INC
DALUME	ILLUME INC	NIPPO ELECTRIC CO. LTD	UNITED ASSOC LIGHTING
DAMAR INC	ILLUMINATING CONCEPTS	NITE IZE INC	UNITED LIGHTING COMPANY INC.
DAMAR WORLDWIDE INC	ILLUMINATING EXPERIENCES INC	NLS LIGHTING, LLC	UNITED LIGHTING SALES INC
DANALITE-CERRITOS	ILLUMINATING RESOURCE	NO. 8 LIGHTING	UNITED LIGHTING STANDARDS
DANMAR INDUSTRIES	ILLUMINATING SPECIALISTS	NORA LIGHTING	UNIVERSAL DISTRIBUTING LLC
DARK TO LIGHT INC	ILLUMINATION CONCEPTS & SALES INC	NORAL LIGHTING INC	UNIVERSAL FIBER OPTICS LIGHTING LLC
DATA DISPLAY PRODUCTS	ILLUMINATION GROUP OF OKLAHOMA	NORBERT BELFER LTG MFG CO	UNIVERSAL FIXTURE MFG CO
DAVIS & ASSOC	ILLUMINATION PRODUCT SALES	NORDEON USA	UNIVERSAL LIGHTING SALES
DAVIS AND GREEN INC	ILLUMINATION PRODUCTS INC	NORIBACHI	UNIVERSAL LIGHTING SERVICES, INC
DAVIS/MULLER LIGHTING	ILLUMINATION TECHNOLOGIES	NORMAN LAMPS, INC.	UNIVERSAL LIGHTING SYSTEMS
DAYBRITE	ILLUMINATIONS CONTRACT	NORTH AMERICAN LIGHT SPECTRUM	UNIVERSAL LIGHTING TECHNOLOGIES
DAYKIN ELECTRIC CORP	ILLUMINATIONS INC	NORTH STAR LIGHTING INC	UNIVERSAL SECURITY INSTRUMENTS, INC
DAYLIGHT TECHNOLOGY	ILLUMITEX	NORTHEAST LANTERN LTD	UNIVERSAL SPORTS LTG
DAY-O-LITE MFG CO	ILLUMIVISION, INC.	NORTHERN ILLUMINATION COMPANY	UNIVERSAL SUPPLIES INC
DAZOR MANUFACTURING CO	ILOMIO LLC	NORTHERN LIGHTING INC	UNLIMITED LIGHTS LLC
DE LA ESPADA LLC	ILUMENTO LLC	NORTHERN LIGHTS AND FURNISHINGS	URBAN LIGHTING

DEAN & ASSOCIATES	ILUMINARC DBA CHAUEVET	NORTHPOINT ENERGY INC	US ARCHITECTURAL LIGHTING
DECO LIGHTING	IMAGE ARCH LIGHTING LLC	NORTHPORT ENGINEERING INC	US ILLUMINATIONS
DECOLIGHTS, INC	IMAGE LIGHTING & CONTROLS	NORTHSTAR DISTRIBUTION LLC	US LED
DEEP ROOF LIGHTING	IMPACT ARCHITECTURAL LIGHTING	NORTHSTAR LIGHTING DESIGN	US LIGHTING
DEEPSEA POWER AND LIGHT	IMPACT LIGHTING	NORTHWEST LIGHTING SYSTEMS CO	US LIGHTING TECH
DEKOR	IMPACT TECHNOLOGY CONSULTANTS INC	NORTON INDUSTRIES	USA LED
DEKRA-LITE	IMPULSE LIGHTING	NORWELL/LLEX/DAVIS MULLER	USAI LLC
DEL LIGHTING INC	INCON LIGHTING	NOUVIR LIGHTING CORPORATION	USALIGHT.COM
DEL MAR LIGHTING LLC	INDATECH LIGHTING	NOVA LIGHTING	USALIGHTINGS
DELRAY LIGHTING INC	INDEECO	NOVAFLEX INDUSTRIES	USHIO AMERICA, INCORPORATED
DELTA AV	INDEPENDENCE ELECTRIC CO	NOVELTY LIGHTS INC	USS MANUFACTURING INC
DELTA LIGHT USA	INDEPENDENT LIGHTING	NRG SALES	UTILITIES STRUCTURES INC
DELTA LIGHTNING ARRESTORS INC	INDEPENDENT LIGHTING ASSOCIATES	NRL LIGHTING PRODUCTS	UTILITY METALS
DELTA MAGNETICS	INDEPENDENT LIGHTING SALES	NSI INDUSTRIES	UTOPIA LIGHTING
DELTA PRODUCTS VENTILATION	INDESSA LIGHTING	NU VUE LIGHTING	UTTERMOST COMPANY
DELTA-THERM CORP	INDIANAPOLIS STAGE SALES & RENTALS	NULCO LIGHTING	UV SUPERSTORES INC
DELUX CUSTOM LIGHTING, INC	INDUSTRIAL & RESIDENTIAL	NULITE LTD	UVP INC
DELVIRO INC	INDUSTRIAL CONNECTIONS & SOLUTIONS	NULUX INC	V2 LIGHTING GROUP
DEMORAIS INTERNATIONAL	INDUSTRIAL LIGHTING PRODUCTS	OCEANEX SERVCIES INTERNATIONAL, IC	VALEN LIGHT LLC
DENCO LIGHTING	INDUSTRIAL LIGHTING SUPPLY	OCS LIGHTING & CONTROL INC	VALEN LIGHTING LLC
DENNIS FILGES CO INC	INDUSTRIAL LIGHTING SYSTEMS	OEC LIGHTING	VALLEY LIGHTING AND DESIGN
DEROSE DESIGN CONSULTANTS	INDUSTRIAL LIGHTWORKS	OEO ENERGY SOLUTIONS	VALMONT IND INC & VALMONT LEXINGTON
DESIGN LIGHT	INDUSTRIAL RIG LIGHTS,INC	OHIO LENS SUPPLY CO	VALMONT STRUCTURES
DESIGN LIGHTING GROUP	INDUSTRIAL SALES CORP	OHYAMA LIGHTS	VALUE LIGHTING INC
DESIGN LIGHTING LLC	INFINILUX	OI CORPORATION	VAN LUMEN ARCHITECTURAL LIGHTING
DESIGN PLAN LIGHTING INC	INLITE CORP	O'LAMPIA STUDIO	VANGUARD LIGHTING, INC.
DESIGN WITHIN REACH	INNOVATIVE INDUCTION LIGHTING LLC	OLC	VANTAGE LIGHTING, INC.
DESIGNERS EDGE	INNOVATIVE LIGHTING INC	OLD DOMINION LIGHTING ASSOCIATES	VANTAGE LUMINAIRES
DESIGNERS FOUNTAIN DISTINCTIVE LIGH	INNOVATIVE LIGHTING SOLUTIONS	OLDCASTLE PRECAST INC	VARA-LIGHT LIGHTING CONTROLS

DEVINE LIGHTING INC	INNOVATIVE LIGHTING SOLUTIONS LLC	O'LIGHT	VARALUZ
DFORM	INNOVATIVE LIGHTING SYSTEMS INC	OLIGO LIGHTING CANADA INC	VARALUZ LIGHTING
DFW LAMP AND BALLAST	INNOVATIVE LIGHTING, INC	OLIVER J WEPPNER AND ASSOCIATES	VASTECH
DIALIGHT CORPORATION	INNOVATIVE TECHNOLOGY/EATON CORPORA	OLIVIA LIGHTING CORP	VEAZEY GROUP INC
DIGITAL LIGHTING SYSTEMS	INSIGHT LIGHTING	OLUCE	VENTURE LIGHTING
DIGITAL LUMENS	INTEGRA ELECTRONICS	OLYMPIA LIGHTING INC	VEOLIA ES TECHNICAL SOLUTIONS, LLC
DIMPLEX NORTH AMERICA LTD	INTEGRATED LIGHTING AND CONTROLS	OMNI LITE	VERBATIM AMERICAS LLC
DINICO PRODUCTS	INTEGRATED LIGHTING SOLUTIONS	ON SITE LIGHTING & SURVEY LLC	VERILUX
DIODE LED	INTELIGHT	ON TIME LIGHTING	VERLUX LIGHTING INC
DIRECT LIGHTING	INTELLA SYSTEMS	ONE SOLUTION LIGHT + CONTROL	VERSAILLES LIGHTING INC
DIRECT METALS, INC	INTELLIGENT LTG CONTROLS	ONESOURCE DISTRIBUTORS	VES ENVIRONMENTAL SOLUTIONS LLC
DISCOUNT LIGHTING	INTENCITY LIGHTING	ONPOINT LLC	VIAVI SOLUTIONS INC
DISCOUNT LIGHTING DEPOT INC	INTENSE LIGHTING	ON-Q LIGHTING SYSTEMS	VIBIA INC
DISRUPTIVE SSL LLC	INTERIOR DELUXE	OPAD	VICTOR ILLUMINATING INC
DISTRICT LIGHTING GROUP	INTERLECTRIC	OPTEC LIGHTING	VICTORIA SUPPLY INC
DISTRI-LITE INC	INTERLIGHT	OPTIC ARTS	VICTORIAN LIGHTING WORKS
DIVERSIFIED ARCHITECTURAL LIGHTING	INTER-LUX	OPTIK LED LLC	VILLA LIGHTING SUPPLY,INC
DIVERSIFIED ELECTRICAL	INTERMATIC INC	OPTILED TECHNOLOGY LLC	VINCENT LIGHTING SYSTEM
DIVERSIFIED LIGHTING ASSOCIATES	INTERNATIONAL LIGHTING MFG CO	OPTILUMEN	VIRGINIA LIGHTING ASSOCIATES
DIVERSIFIED LIGHTING DIFFUSERS INC	INTERPOWER CORPORATION	OPTIMAL LED	VIRIBRIGHT LIGHTING INC
DIVINE LIGHTING & MFG	INTRA LIGHTING D.O.O.	OPTIMUM LIGHTING LLC	VIRTUAL SUN
DIVINE LIGHTING LLC	INTREPID INDUSTRIES INC	OPTOLUM INC	VISA LIGHTING CO
DIXIE NEON SUPPLY CO.	INTRIGUE LIGHTING LLC	ORANGE TREE TRADE	VISCO INC
DLU LIGHTING	INVERSE LIGHTING	ORBIT ELECTRIC & LTG INC	VISCOR INC
DM LIGHTING INCORPORATED	INVERTER SYSTEMS	ORBIT LIGHTING LIMITED	VISIBLE LIGHT
DMA LIGHTING	ION LIGHTING	ORGANIC LIGHTING SYSTEM CO	VISIBLE LIGHT SOLAR
DMA TOTAL LIGHTING CONCEPTS	IOS LIGHT	ORGANIC RESPONSE PTY LTD	VISION 3 LIGHTING
DMF LIGHTING	IOTA ENGINEERING	ORGATECH OMEGALUX	VISION ENGINEERING METAL & STAMPING
DOLAN DESIGNS	IPEX INC	ORIGINAL CAST LIGHTING	VISION LIGHTING

DONGBU LIGHTEC CANADA INC	IRIS USA	ORION ENERGY SYSTEMS, INC	VISION LIGHTING INC
DONGBU LIGHTEC USA INC	IRONIES LLC	ORION WEST LIGHTING	VISION LIGHTING SALES
DONOVAN LIGHTING LTD	IRRADIANT INC.	ORION WHOLESALE LIGHTING	VISION QUEST LIGHTING
DOT LIGHTING INC	IRVINE ACCESS FLOORS INC	ORLANDO LIGHTING	VISION X LIGHTING
DOTGROUP INTERNATIONAL USA INC	ISIS LIGHTING	ORS NASCO	VISIONAIRE LIGHTING LLC
DOUGLAS BATTERY	ISLAND LIGHTING COMPANY	OSRAM SYLVANIA LIGHTING	VISIONEERED LIGHTING MFG. LTD.
DOUGLAS LIGHTING CONTROL	ISOLITE CORPORATION	OSRAM/SYLVANIA	VISO INC.
DRAMA LIGHTING	ITALMODA	OUELLET CANADA INC	VISTA LIGHTING CORP
DREAMSCAPE LIGHTING MFG INC	ITC INCORPORATED	OUR BOAT HOUSE INC	VISTA PROFESSIONAL OUTDOOR
DRETZKA AND ASSOCIATES INC	IVALO LIGHTING INC.	OVAL LIGHTING PRODUCTS	VISUAL COMFORT LTG
DSPM	IWORKS	OXYGEN	VISUAL COMMUNICATIONS COMPANY
DUALITE	J & E SALES	P.L. LIGHT SYSTEMS	VISUAL IMPACT LIGHTING LLC
DUALITE SALES AND SERVICE	J & J ELECTRONICS	PACE ILLUMINATION CORP	VISUAL LIGHTING TECHNOLOGIES
DURAGUARD PRODUCTS INC	J & S LIGHTING	PACIFIC AUDIO KAUAI	VISUAL LIGHTING, INC.
DUTTON BROWN DESIGN LLC	J C WRIGHT LIGHTING SALES INC	PACIFIC BUILDERS HARDWARE &	VIVID LEDS INC
DYNA-BRITE LTG OF AMERICA, INC	J GOOD DESIGN LLC	PACIFIC COAST CONTRACT	VIVID LIGHTING INC.
DYNAMIC LIGHTING PRODUCTS	J H BAXTER & CO., A CLP	PACIFIC ENERGY SOLUTIONS	VM5 LIGHTING SOLUTIONS LLC
DYNAPOWER	J R HOWELL AIRPORT LIGHTING LLC	PACIFIC GRIP AND LIGHTING	VODE LIGHTING LLC
DZINE ELEMENTS INC	J.S. POPPER, INCORPORATED	PACIFIC LAMP & SUPPLY	VOIGT LIGHTING IND INC
E B FLUORESCENT COMPANY INC	JACK DUFFY & ASSOCIATES	PACIFIC LIGHTING AND STANDARDS	VOLT LIGHTING GROUP
E LIGHTING SYSTEMS INC	JACKSON LIGHTING AND ELECTRIC SUPPL	PACIFIC LIGHTING SALES	VOLTARC
E Z BARRIER INC	JACKSONVILLE LIGHT BULB DELIVERY	PACIFIC LIGHTING SYSTEMS	VOLUME INTL
EAGLE HIGH MAST LIGHTING CO INC	JAMES & COMPANY LIGHTING	PACIFIC LIGHTING/PAC LIGHTING	VONN LIGHTING
EAGLE MOUNTAIN COMPANY	JAMES ASHJIAN LIGHTING AND HOME	PACLIGHTS	VOSSLOH-SCHWABE
EAGLE-PICHER TECHNOLOGIES LLC	JAMESON CORP	PACO LIGHTING	W L S LIGHTING
EASTBAY SCULPTURE & LIGHTING INC	JARVIS CORP	PALADIN LIGHT CONSTRUCTION	W.F. HARRIS LIGHTING CO.
EASTCO CORPORATION	JASCO PRODUCTS COMPANY	PANASONIC CONSUMER ELECTRONICS	W2 ARCHITECTURAL LIGHTING/WAC LIGHT
EATON - CROUSE HINDS AIRPORT LIGHTING	JB LIGHTING ASSOCIATES LLC	PAPPI LIGHTING	WAC LIGHTING
EATON LIGHTING GROUP	JD GREENTECH GLOBAL INC	PARADIGM SYSTEMS INC	WAKANINE

EATON -COOPER LIGHTING GROUP	JDS SALES LLC	PARADISE LIGHTING LLC	WALDMANN LIGHTING CO.
EATON CROUSE HINDS LIGHTING DIVISION	JEFFERSON LIGHTING AND BRASSWORKS	PARAGON LIGHTING, INC.	WARD & BURTON
EATON LIGHTING & CONTROLS	JELIGHT COMPANY INC	PARAMOUNT INDUSTRIES	WARD LIGHTING CO.
ECHELON CORPORATION	JESCO LIGHTING GROUP	PARK CITY LIGHTS LLC	WAREHOUSE BATTERY OUTLET
ECHO LIGHTING, INC	JIMCO SALES AND MANUFACTURING	PARLIGHTS INC	WAREHOUSE LIGHTING
ECHOFLEX	JK LIGHTING SYSTEMS	PARS LIGHTING PLASTICS	WASTE MANAGEMENT LAMP TRACKER
ECLIPSE ELECTRIC MFG INC	JL LIGHTING GROUP	PARSOURCE	WATERMARK
ECLIPSE ENTERPRISES INC	JNT LIGHTING	PARTYLIGHTS.COM	WATERWORKS
ECLIPSE LIGHTING	JOHN NALLE LIGHTING CO	PATHWAY ENGRAVING	WATTSAVER LIGHTING PRODUCTS
ECLIPSE LIGHTING INC	JOHNSON ART STUDIO/ROYS LIGHTING	PATHWAY THE LIGHTING SOURCE	WAVE LIGHTING
ECO LIGHTING USA	JOURNEE LIGHTING INC	PATLITE (USA) CORP	WAYNE TYLER
ECOFIT LIGHTING LLC	JP MORGAN CHASE CUSTOMER PROPERTY	PAYNE-SPARKMAN MFG	WDI INTERNATIONAL LTD
ECOLIGHTS NORTHWEST, LLC	JPL LIGHTING DIV	PEACHTREE LIGHTING	WE-EF LIGHTING USA LLC
ECO-LITE	JPR LIGHTING GROUP INC	PEACHTREE LIGHTING INC	WELCH CREATIVE LIGHTING
ECOLITE MANUFACTURING CO INC	JTH LIGHTING ALLIANCE	PEERLESS LIGHTING	WELLMADE METAL PRODUCTS
ECO-LITE PRODUCTS LLC	JUNKYARD LIGHTING LLC	PEGASUS LIGHTING	WENDELIGHTING
ECOLOCITY LED	JUNO LIGHTING INC	PELICAN PRODUCTS INC	WES-GARDE
E-CONOLIGHT	JUSTICE DESIGN	PEMCO LIGHTING PRODUCTS INC	WEST COAST LIGHTING
ECOPRESERVE LLC	JUSTRITE MANUFACTURING	PENDANT SYSTEMS	WEST COAST LIGHTING INC.
ECOSENSE LIGHTING INC	K & H INDUSTRIES INC	PENN COMPRESSION MOULDING INC	WEST DURABLE LIGHTING
ECOSMART EXIT SIGNS	KALCO LIGHTING INC	PENN LIGHTING ASSOC	WEST MICHIGAN LIGHTING
ECOVATIONS	KAVANAUGH RESTAURANT SUPPLY	PERFORMANCE IN LIGHTING USA, INC	WEST NINTH VINTAGE
EDGE LIGHTING	K-B LIGHTING	PERFORMANCE LIGHTING PRODUCTS	WESTERN FLORIDA LIGHTING LLC
EDISON LIGHT GLOBES	KB STEPHENS	PERFORMANCE LIGHTING SYSTEMS	WESTERN FLORIDA LIGHTING ORLANDO LL
EDISON PRICE LIGHTING	K-D LAMP CO	PERMLIGHT PRODUCTS	WESTERN FLORIDA LIGHTING, INC.
EDITH AIKEN COMPANY	KELSEY-KANE LTG MFG CO	PERVOSEK ENGINEERING INC.	WESTERN ILLUMINATED PLASTICS INC
EDSUN LIGHTING FIXTURE	KENALL MFG CO	PETERSON MANUFACTURING CO	WESTERN LIGHT SOURCE
EDWARDS	KENDAL LIGHTING (ONT) INC	PHANTOM LIGHTING	WESTERN LIGHTING
EDWIN JONES COMPANY INC	KENROY HOME	PHILIPS CONSUMER LUMINAIRES	WESTERN LIGHTING AND ENERGY CONTROL

EELP INC	KENTUCKY LIGHTING & SUPPLY INC	PHILIPS EMERGENCY LIGHTING	WESTERN MONTANA LIGHTING
EFFICIENCY 3 LIGHTING & CONTROLS	KEY LIGHTING	PHILIPS LIGHTING	WESTGATE MFG
EFFICIENT - TEC INTERNATIONAL LLC	KEY LIGHTING SALES	PHILIPS LIGHTING ELECTRONICS	WESTINGHOUSE LIGHTING CORPORATION
EFFICIENT LIGHTING	KEYSTONE TECHNOLOGIES INC	PHILIPS LIGHTING NORTH AMERICA	WESTLITE DBA DURAY LIGHTING
EFFICIENT LIGHTING LTD.	KG CEILING & PLASTIC FOR LIGHTING	PHILIPS LTG	WESTPORT LIGHTING
EGI ASSOCIATES	KICHLER LIGHTING	PHILIPS LUMEC	WESTWOOD
EGOLUCE USA	KICK LIGHTING	PHILIPS SOLID-STATE LIGHTING	WEVER AND DUCRE
EGRESS TECHNOLOGIES, LLC	KIDDE SAFETY	PHOENIX DAY INC	WEVER-DUCRE
EIKO LTD	KILLARK ELECTRIC MFG CO	PHOENIX INDUCTION LIGHTING	WHATLEY
EIS LIGHTING	KIM LIGHTING	PHOENIX OPTIX	WHD ENERGY SOLUTION
EKLIPSE ARCHITECTURAL LIGHTING	KIMBERLY LIGHTING LLC	PHOENIX PRODUCTS CO INC	WHELEN ENG CO
EKONOMICAL INC	KING ELECTRICAL MFG COMPANY	PHOSTER LED	WHITMERS LIGHTING
EL SOL CUSTOM LIGHTING	KING LIGHTING INC	PICASSO LIGHTING INDUSTRIES LLC	WIDE LOYAL DEVELOPMENT
ELAN LIGHTING INC	KING LUMINAIRE CO INC	PINNACLE ARCHITECTURAL LIGHTING	WILD IDEAS LIGHT CO LTD
ELATION PROFESSIONAL	KINO FLO LIGHTING SYSTEMS	PINTRUS ENERGY SOLUTIONS	WILD WEST LIGHTING
ELCAST LIGHTING	KINSA	PIONEER VENTURES INC	WILSHIRE MANUFACTURING
ELCO	KIRK SOMMER SALES INC	PIXELRANGE INC	WINONA LIGHTING
ELCO LIGHTING	KIRKS LANE LAMP PARTS CO INC	PLANET LIGHTING	WINTERGREEN CORPORATION
ELCS INC DBA LIGHTPRO	KIVA LIGHTING	PLANLED	WIRED DESIGNS
ELDEMA PRODUCTS	KLEMM REFLECTOR COMPANY	PLAST-D-FUSERS	WIRED LIGHTING SOLUTIONS
ELDOLED AMERICA	KLIK USA LLC	PLASTIC SPECIALTIES INC	WLS LIGHTING SYSTEMS
ELECTRALED	KLUS LLC	PLASTICS FOR LIGHTING	WM LAMPTRACKER INC
ELECTRA-LUME INC	KOEHLER-BRIGHT STAR	PLASTICS SOUTH	WOLFERS LIGHTING
ELECTRIC LIGHTING AGENCIES	KONCEPT TECHNOLOGIES	PLATINUM LIGHTING INC	WOODBRIDGE LIGHTING
ELECTRIX ILLUMINATION	KRALOY DIVISION	PLATTE ANCHOR BOLT INC	WOODLAND FURNITURE LLC
ELECTRO-LUMINX (LIGHT TAPE)	KRAMER LIGHTING INC.	PLC LIGHTING	WORK SITE LIGHTING LLC
ELEC-TRON INC	KREON INC	PLC-MULTIPOINT INC	WORKSTEAD LLC
ELECTRONIC LIGHTING SCIENCE INC	KRYPTON LIGHTING	PLP COMPOSITE	WORLDS AWAY LLC
ELECTRONIC THEATRE CONTROLS INC	KSA LIGHTING LLC	PLUG LIGHTING	WUNDER LIGHTING & CONTROLS INC

ELED LIGHTS	K-TRONIK N.A., INC.	PLUM LITE INC	WYNDSOR LIGHTING LLC
ELEEK	KUEFLER LIGHTNING PROTECTION INC	PLUMEN LTD	XAL INC
ELEGANT LIGHTING	KULKA ELECTRIC CORPORATION	PLUNKETT & LYNCH ASSOCIATES	XELEUM LIGHTING LLC
ELEMENTAL LED LLC	KURT VERSEN LIGHTING	PM CONSTRUCTION LIGHTING	XICATO INC
E-LIGHTING INC	KUZCO LIGHTING	PMC LIGHTING	XTRA LIGHT MANUFACTURING
ELIGHTS LLC	K-W INDUSTRIES INC.	POINT LIGHTING CORP	XTRA LITE LIGHTING LLC
ELITE ENGINEERING INC	L & E PRODUCTS	POLARIS LIGHTING ASSOCIATES	Y LIGHTING
ELITE LIGHTING USA	LADUBY CO INC	POLAR-RAY	YCA SOLAR LIGHT STORE
ELK LIGHTING	LAKE LITE SOLAR TECHNOLOGY	POOL AND ELECTRICAL PRODUCTS	YELLOW GOAT DESIGN LLC
ELLIPTIPAR	LAKE SHORE ELECTRIC	PORT LIGHTING SYSTEMS	YELLOW GOAT DESIGN PTY LTD
ELMER SCHULTZ SERVICES INC	LAM LIGHTING	POST-GLOVER INC	YLIGHTING ACQUISITION LLC
ELONG INTERNATIONAL USA INC	LAMAR LIGHTING CO INC	POWDERPLUS TECH, INC.	YLIGHTING LLC
ELP - ENGINEERED LIGHTING PRODUCTS	LAMP DEPOT	POWER + LIGHTING SYST	YORKLITE ELECTRONICS INC
ELUMEN8 LLC	LAMP GLASS	POWER QUALITY SOLUTIONS	YOUNG LIGHTING AGENCY
ELUXNET USA CORPORATION	LAMP SALES UNLIMITED	POWER SONIC CORP	YOUR "OTHER" WAREHOUSE/WORLD
EMC FASTENERS & TOOLS	LAMP TECHNOLOGY INC	POWER UP BATTERY CO	ZANEEN LIGHTING INC
EMCO INC	LAMP WORKS	POWERCON CORP	ZANIBONI LIGHTING LLC
EMCO LIGHTING	LAMPA	POWERLUX CORPORATION	ZCO LIGHTING LLC
EMCO PRODUCTS INC	LAMPOLITE	POWERSELECT INC.	ZENARO LIGHTING
EMERALD LIGHTING	LAMPS PLUS	PQL	ZIA-PRIVEN INC
EMERGENCY LIGHTING PRODUC	LANDMARK LIGHTING INC	PRE-CAST SPECIALTIES	ZLED LIGHTING
EMERGENCY LIGHTING SER	LANDSCAPE FORMS	PRECIOSA INTERNATIONAL LIGHTING	ZLIGHT TECHNOLOGY LLC
EMERGENCY LITE SVC CNTR	LARGE LIGHTING	PRECISELED INC	ZOOM LIGHTING
EMERGENSEE LIGHTING PRODUCTS	LARSON ELECTRONICS	PRECISION ARCHITECTURAL	ZORTECH INDUSTRIES INC.
EMERGI-LITE INC DIV	LAS VEGAS LIGHTING	PRECISION LIGHTING	ZULI LIGHTING INC
EMERSON-AIR COMFORT	LASPEC LIGHTING	PRECISION MULTIPLE CONTROLS INC	ZUMTOBEL LIGHTING

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION: Approve utilizing the City of Bartow, FL Bid No. WD-2018-04 with American Water Chemicals, Inc. of Plant City, FL for Corrosion Inhibitor AWC A-782 for an estimated annual cost of $40,000. The City of Bartow's procurement process satisfies the City's competitive bid requirements.

EXPLANATION OF REQUEST:
Bid Term Extension: April 13, 2018 - April 12, 2019

The Utility utilizes a corrosion inhibitor to prevent problems in the water distribution system pipework, in particular with both lead and copper. A small quantity of corrosion inhibitor is added to the water to provide a protective coating preventing leaching of these metals into the water supply. The Utility regularly performs testing of the water form customers homes to measure the efficiency of this system. We have always had good results. One such test is currently underway.

The Utility is seeking consent to piggyback a recently bid contract by the City of Barton which will enable the continued use of the same inhibitor that has been working satisfactorily heretofore. The original bid term was April 13, 2017 to April 12, 2018, the City of Bartow has extended the bid for the time period April 13, 2018 to April 12, 2019.

The previous years expenses were:
FY 16/17 $34,875
FY 15/16 $31,500
FY 14/15 $36,000

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This will enable the continuation of the ongoing and successful program to provide proper protection of the water distribution system.

FISCAL IMPACT: Budgeted Funding for this material was approved in the annual budget under account 401-2811-536-52.35

ALTERNATIVES:
Do not utilize City of Bartow's Bid and issue our own bid.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Attachment	Extension WD-2018-04
Attachment	Vendor Agree to Piggyback
Addendum	Bartow Bid 2017 submitted

April 13, 2018

American Water Chemicals, Inc.
Attn: Ms. Veronica Varo
1802 Corporate Center Lane
Plant City, FL 33563

Re: WD-2018-04 Annual Requirements for Calciquest
Extension Letter Dated February 14, 2018
Contract Period: **April 13, 2018 – April 12, 2019**

Ms. Varo:

This letter is to inform you that your Extension Letter dated February 14, 2018 for the annual requirements for Calciquest 25/75 has been officially awarded for another year. Enclosed for your review is the bid tabulation from 2017 and a copy of your Extension Letter. Your participation has been appreciated.

Please visit our website at www.cityofbartow.net for notice of any future bids.

Should you have any questions, you may contact me at (863) 534-0141 or via email at dking.purchasing@cityofbartow.net.

Sincerely,

Deborah L. King
Inventory Control/Admin. Assistant
Purchasing Department

Enc.

City of Bartow
Bid Tabulation
Calciquest
March 9, 2017

WD-2017-04

	American Water Chemicals Plant City, FL	Brenntag Mid-South Orlando, FL	Carus Corp Peru, IL	Hawkins, Inc. Apopka, FL
Annual Requirements for Calciquest as specified.				
FOB Bartow, Florida				
Total Net Price per 55 gal drum:	$ 254.13	$ 265.00	$ 263.34	$ 265.50
Manufacturer	American Water Chemicals, Inc.	Brenntag Mid-South	Carus Corp.	Hawkins, Inc.
Delivery	2 – 4 days/ARO	3 days/ARO	3-5 days/ARO	3-5 days/ARO
Terms	Net 30	Net 30	Net 30	Net 30
Prices Firm	Yes	Yes	Yes	Yes
Percentage of escalation anticipated	None	None	None	None
Exceptions to bid	None	None	None	None

City of Bartow
Bid Tabulation
Calciquest
March 9, 2017

WD-2017-04

	Shannon Chemical Malvern, PA
Annual Requirements for Calciquest as specified.	
FOB Bartow, Florida	
Total Net Price per 55 gal drum:	$ 263.63
Manufacturer	Shannon Chemical Corporation
Delivery	5-7 days/ARO
Terms	Net 30
Prices Firm	Yes
Percentage of escalation anticipated	None
Exceptions to bid	None

Contract Period: 1 Year
April 13, 2017 – April 12, 2018

February 14, 2018

Ms. Veronica Varo
American Water Chemicals, Inc.
1802 Corporate Center Lane
Plant City, FL 33563

Re: Bid Number WD-2017-04 Annual Calciquest 25/75
Contract Period: April 13, 2017 – April 12, 2018

Ms. Varo,

The current bid with American Water Chemicals, Inc. is due to expire on April 12, 2018. Although there was not a provision in the bid documents for an additional one (1) year extension, the City of Bartow would like to extend the offer to you at this time. If accepted the new bid would expire on April 12, 2019 and would become Bid Number WD-2018-04.

Please check "yes" or "no" at the bottom of this letter, with your signature and date, as to whether you are interested or not in extending the bid for an additional one (1) year term. Your response should be received by the Purchasing Department no later than ten (10) business days by mail, P.O. Box 567, Bartow, FL 33831-0567; fax (863) 534-0135 or email to dking.purchasing@cityofbartow.net from the date of this letter. Failure to respond will be deemed as silent evidence that your Company is not interested in renewing this bid and it will be put back out for Competitive Bidding.

If you have any questions, please feel free to contact me at (863) 534-0141.

Sincerely,

Deborah L. King
City of Bartow Purchasing Department

American Chemicals, Inc. would like to extend the bid for the Annual Calciquest 25/75 for an additional one (1) year term at the same terms and conditions.

X Yes _____ No _____ 2/14/18
Signature Date

Rudy Canezo Treasurer
Printed Name of Signer Title of Signer

Technical Specifications for Calciquest 25/75

1. General Conditions

   1.1 The material to be provided under this specification shall be Calciquest 25/75 or equivalent, approved for potable water treatment, and listed/certified under the National Sanitation Foundation NSF Standard Number 60 - and AWWA "Standard for Zinc Orthophosphate, AWWA B506 latest revision, and shall meet the requirements contained within these specifications.

2. Product Specifications

   2.1 This material shall contain no substances in quantities capable of producing injurious effects to public health or water quality. Calciquest 25/75 is a stabilized blend of long chain phosphates. The formula is proprietary to CalciQuest Inc.

3. Quality Control and Testing

   3.1 Sampling and testing shall be conducted in accordance with all AWWA and ANSI/NSF Standard 60 specifications current revisions.

   3.2 The supplier of Calciquest 25/75 shall furnish unopened, new 55 gallon drums of Calciquest 25/75 as filled at the manufacturer.

   3.3 The Purchaser, at his option, will test and analyze a weekly composite sample of the material delivered. The major tests will be for minimum percentage of phosphate content, polyphosphate content, and orthophosphate content.

   3.4 Should the purchaser desire, or should any test by the Purchaser or the producer indicate that either of the components tested for, fall outside the guaranteed range, additional testing of daily composite samples taken during and over a one week period of the time indicate either of the components tested for fall outside the guaranteed range, then that percentage falling outside the guaranteed range will be used as a percentage reduction of the unit cost of the total material delivered during that period.

4. Guaranteed Supply

   4.1 The Seller must guarantee that he will maintain a supply to meet one (1) month's average usage, which supply will be dedicated for use by the Purchaser. If the Seller's inventory falls to such a point that he cannot guarantee this dedicated one (1) month's supply, immediate notification, in writing, must be made to the Purchaser. The Purchaser may then elect to secure another guaranteed source of supply.

5. Purchase and Delivery

   5.1 CalciQuest 25/75 shall be delivered in 55 gallon drums, as ordered, and unloaded at the City of Bartow Water Treatment Plant. The Calciquest 25/75 is to be delivered by truck shall have all markings, tags, labels, or numbers as required by FDOT. Shipping shall be in compliance with all applicable local, state and federal regulations.

   5.2 Deliveries shall be made between 7:00 AM and 3:00 PM on normal working days (Monday through Friday) or as otherwise approved by the Bartow Water Department. Calciquest 25/75 shall be shipped within 24 hours after receipt of the order, or as otherwise arranged between both parties. The Bartow Water Department shall be sole discretion as to when deliveries are to be received or rejected.

5.3 All deliveries must be signed in at the operator control room.

5.4 One Material Safety Data Sheet (MSDS) must be attached to the bid submittal and all delivery tickets referencing the City of Bartow's Purchase Order Number with each shipment.

5.5 Delivery shall be made, FOB Bartow, FL, to City of Bartow Water Treatment Plant located at: 2500 Hwy 17 North, Bartow, FL 33830 (863) 534-0159.

5.6 If bid is awarded to supplier other than current supplier written notice will have to be given to the Polk County Health Department and must be approved before use.

6. Quantity Required

6.1 The quantities to be needed by the purchaser are: 40 - 55 gallon drums per year.

6.2 Variations in these quantity requirements may range from 80% to 120% of those projected, based on the conditions of water demand and method of operation of the Lime Softening Facilities.

6.3 The City of Bartow water Treatment Plant will be responsible for regulating the usage of Calciquest 25/75 and will endeavor to keep the Seller advised of the immediate and future needs of the material to be supplied hereunder.

7. Qualification of Bidders

7.1 Bids will only be considered from manufacturers or manufacture's authorized distributors of Calciquest 25/75.

8. Suppliers Responsibilities

8.1 The Suppliers shall not permit any alcoholic beverages or illegal drugs on Owner's property. Any person showing the most minor symptoms of alcohol or drug use shall be immediately removed from Owner's property and shall not be allowed to return. Likewise, the Suppliers shall not permit and firearms to be brought on Owner's property.

8.2 The Suppliers shall assume full responsibility for their employees" conduct while on Owner's property.

9. Emergency Plan of Action and Safety Training

9.1 The Awardee shall provide, in writing, an emergency contingency plan, with appropriate telephone contacts, for the City to follow in case of an emergency supply of Calciquest 25/75 is needed

9.2 The Awardee shall supply, in writing, an emergency release response plan with the appropriate emergency response personnel names and telephone contact numbers (24 hour contact numbers) within 30 days of award and acceptance. In addition, the proper release response notification procedure, along with any forms required by all local, state, or federal regulatory agencies, shall be supplied by the Awardee of his responsibility to notify the proper regulatory agencies of a release incident.

9.3 In the event of a release or leak, the Awardee shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup. Releases or leaks of any type caused by Awardee's personnel, equipment or method of delivery, Awardee shall immediately comply with all applicable terms and conditions of the current version of Title III,

Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, at seq. (SARA) and the Florida Hazardous Materials Emergency Response ad Community RightTo-Know Act of **1988,** CH 252, Part II, Florida Statutes.

The responsibility for compliance with Federal and State Rules and Regulations regarding vendor caused releases shall be the sole responsibility of the Awardee. The Awardee. shall hold the City of Bartow harmless for any failure to properly report and/or comply with this provision.

9.4 The Awardee shall provide an appropriate safe handling training course, within the first month of the contract, to all current Water Department operations personnel and shall be available to conduct "refresher" courses, or new employee training, at six month intervals during the award period.

9.5 The Awardee shall provide technical assistance, as needed, regarding the application of its product, The Awardee shall provide this assistance at no charge to the City of Bartow.

10. Bid Quotation

10.1 Bid pricing shall be made as per 55 gallon drum delivered FOB at the City of Bartow Water Plant.

Howard, Tim

From: Liberus, Leon
Sent: Wednesday, April 18, 2018 10:29 AM
To: Triestman, Ilyse
Cc: Low, Michael
Subject: FW: WD-2018-04 BID CITY OF BARTOW - Piggyback Extension for AWC A-782
Attachments: WD-2018-04 BID AWARD LETTER.pdf

FYI

Leon Liberus
Chief Operator
Boynton Beach Utilities
City of Boynton Beach
5469 W. Boynton Beach Blvd. | Boynton Beach, Florida 33437
561-742-6953 | 754-367-7827 | 561-731-0065
liberusl@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.

-----Original Message-----
From: Veronica Varo [mailto:customersupport@membranechemicals.com]
Sent: Wednesday, April 18, 2018 10:28 AM
To: Liberus, Leon
Cc: John Hall; Jessica Owens
Subject: WD-2018-04 BID CITY OF BARTOW - Piggyback Extension for AWC A-782

Hi Leon,
Attached please find the awarded extension letter from City of Bartow. We would like to offer to extend piggyback contract for AWC A-782.

New Contract Period is : April 13, 2018 - April 12, 2019

Please let us know if you require anything further from us.

Thank you,
Veronica Varo
Customer Support
American Water Chemicals(r), Inc

1802 Corporate Center Lane | Plant City, FL 33563 USA
Tel: 813-246-5448 | Fax: 813-623-6678
www.membranechemicals.com

Proposal For
City of Bartow
Bid: WD-2017-04 Annual
Requirements for Calciquest 25/75

By

American Water Chemicals, Inc.

1802 Corporate Center Lane
Plant City, FL 33563
Contact: Veronica Varo
Tel: 813-246-5448

Closing Date: March 9, 2017
Closing Time: 2:00 p.m.

ORIGINAL

Table of Contents

Section 1..... Bid Documents

Section 2..... Certificate of Compliance
NSF Listing

Section 3..... AWC A-782 Safety Data Sheet
AWC A-782 Product Data Sheet

Section 4.....ISO 9001:2008 Certification
Business/Occupational License
State of FL Registration
Sample Certificate of Insurance

CITY OF BARTOW
WD-2017-04 ANNUAL BID PACKAGE
CONTRACTOR TO PROVIDE CALCIQUEST 25/75
FOR THE BARTOW WATER TREATMENT PLANT

CONTENTS:

1. Bid Acknowledgement
2. Bid Notice – Legal Advertisement
3. Instructions to Bidders
4. Drug Free Form
5. Insurance Requirements
6. Debarment Form & Instructions
7. Public Record Letter
8. Bid Specifications
9. Prices Firm Form
10. Bid Form

PLEASE NOTE THAT THE CITY OF BARTOW IS NOT A GUARANTEED AM DELIVERY AREA FOR UPS, FEDEX, ETC.

QUESTIONS CONCERNING BID PROCEDURES, CONTACT DEBORAH KING, PURCHASING DEPARTMENT AT 863-534-0141 OR VIA EMAIL AT dking.purchasing@cityofbartow.net.

QUESTIONS CONCERNING BID SPECIFICATIONS, CONTACT TONY MARTINEZ, WATER TREATMENT PLANT AT 863-534-0159 OR VIA EMAIL AT wpchief.water@cityofbartow.net.

February 13, 2017

Acknowledgement of Receipt of Bid:

This letter is to acknowledge we have received Bid # WD-2017-04.

Please return this acknowledgement as soon as possible to the City of Bartow Purchasing Department, 505 North Mill Avenue, Bartow, Florida 33830 or e-mail to dking.purchasing@cityofbartow.net.

Thank you,

Deborah L. King
Purchasing Department

REMARKS: _____

American Water Chemicals, Inc.
NAME OF COMPANY

1802 Corporate Center Lane, Plant City, FL 33563
ADDRESS

Veronica Varo, Customer Service
TITLE (PRINT AND SIGN)

813-246-5448
TELEPHONE NUMBER

customerservice@membranechemicals.com
E-MAIL ADDRESS

CITY OF BARTOW
BID NOTICE

Notice is hereby given that Sealed Bids, one (1) original and two (2) copies will be received by the City of Bartow Purchasing Department located at 505 N. Mill Avenue, Bartow, FL 33830 up to 2:00 p.m. on Thursday, March 9, 2017 for Annual Requirements for Calciquest 25/75 for the Water Treatment Plant located at 2500 Highway 17 North, Bartow, Florida as specified and to be opened thereafter and publicly read at 2:00 p.m. in the Purchasing Department, 505 North Mill Avenue, Bartow, Florida.

Bid documents may be obtained by contacting the Purchasing Department at 863-534-0141 or via the City of Bartow's website, www.cityofbartow.net.

All bids must be sealed and properly marked "WD-2017-04 Annual Requirements for Calciquest 25/75" and mailed or delivered to the Purchasing Department at 505 N. Mill Avenue, Bartow, FL 33830. The City of Bartow will not be responsible for bids opened before the specified time due to envelopes not being properly addressed and/or marked as instructed in this notice.

The City of Bartow reserves the right to reject any or all bids in whole or part and/or to accept or reject any items in the bid and waive any informalities.

The City of Bartow is an Equal Employment Opportunity Employer; all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, or any other basis prohibited by applicable law. Small business including minority, woman and service-disabled veterans are encouraged to participate.

Contractor to provide Annual Requirements for Calciquest 25/75
Per Specifications
FOB Bartow, FL

WD-2017-04
Legal Ad
The Polk County Democrat
February 15, 2017
February 22, 2017

CITY OF BARTOW
INSTRUCTIONS TO BIDDERS
PLEASE READ CAREFULLY

1. F.O.B. Point: All prices covered by this contract will include the cost of transportation to the City of Bartow, Florida.

2. Acceptance and Rejection: The City of Bartow reserves the right to reject any or all bids in whole or part, to accept or reject any items in the bid, and to waive any informalities and to accept any bid deemed in the best interest of the City of Bartow.

3. Taxes: No taxes shall be included in any bid price. The City of Bartow is exempt from state and federal sales use and excise tax.

4. Prices: Unless otherwise specified, all prices and/or discounts shall be firm for the duration of the contract. In the event of price decreases the City of Bartow shall be given full proportionate benefits immediately at any time during the contract period.

5. Invoices: Any invoices at higher prices than the contract price will be held until proper credit memorandums have been received. Any applicable cash discounts that apply as the result of this contract will be taken even though the allowable time has elapsed due to the time awaiting credit memorandums. **All original invoices must be mailed to the City of Bartow, Purchasing Department, P.O. Box 567, Bartow, Florida 33831-0567.**

6. Terms and Contracts: In order for cash discount terms to be considered as part of the effective bid price, time allowed must be at least thirty (30) days for payment.

7. Manufacturer's Name: Any manufacturer's name, trade name, brand name, information and catalog numbers used herein are for proposes of description and establishing general quality levels. References are not intended to be restrictive of any products that manufacturer may offer. The determination as to whether any alternate product or service is equal shall be made by the city of Bartow and such determination shall be final and binding among all bidders.

8. Specifications: Any deviations from bid specifications indicated herein must be clearly stated, otherwise it will be considered that items offered are in strict compliance with specifications, and successful bidder will be held responsible. Deviations must be explained in detail.

9. Long term contracts: This section applies to contracts in which purchases will be made as needed over a period of one (1) year or more. In this case, quantities shown are estimates of usage anticipated during the contract period and may vary more or less. Unless otherwise specified, contracts will be for a period of one (1) year from the date of bid award. (CONTRACT PERIOD IS FROM APRIL 13, 2017 – APRIL 12, 2018)

10. Placing of Orders: The award of this bid does not constitute an order. Before shipments or service is provided, the vendor must receive a signed Purchase Order or Purchase Order number. In some cases vendors will be issued blanket orders. In this case shipments will be specified on the order.

11. Performance: Efficient service is essential to this contract. Therefore, if determined that the holder of the bid is unable to meet delivery within a reasonable amount of time it may become necessary to make procurement from other bidders or suppliers. This will be determined by the City of Bartow.

12. Insurance: Certificate of Insurance and/or Workers Compensation must be furnished where applicable. The City of Bartow must be named as additional insured.

13. Licenses: Businesses based in the City of Bartow must furnish a copy of the most recent Business/Occupational license.

14. Drug-free Workplace: Drug-free Workplace document must be included with the bid form.

DRUG-FREE WORK PLACE CERTIFICATION

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the City of Bartow for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Rudy Canezo the
(Individual's Name)

Treasurer of American Water Chemicals, Inc.
(Title/Position with Company/Vendor) (Name of Company/Vendor)

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

3/6/17
Date

Signature

INSURANCE REQUIREMENTS

WORKERS' COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of $500,000 each accident, $500,000 each employee, $500,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:

(Contractor/Vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than $500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of $1,000,000. Products and completed operations aggregate shall be $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. Fire damage liability shall be included at $100,000.

COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:

(Contractor/Vendor) shall maintain automobile liability insurance with a limit of not less than $1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (included owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

EVIDENCE OF INSURANCE:

The (Contractor/Vendor) shall furnish the City of Bartow with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Bartow is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30 days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Bartow before the commencement of any work activities.

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. The undersigned also certifies that it and its principals:

   (a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and

   (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this 6th day of March, 2017.

By _____
Authorized Signature/Recipient

Rudy Canezo
Typed Name/Title

American Water Chemicals, Inc.
Recipient's Firm Name

1802 Corporate Center Lane
Street Address

_____
Building, Suite Number

Plant City, FL 33563
City/State/Zip Code

813-246-5448
Area Code/Telephone Number

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. By signing and submitting this form, the certifying party is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The certifying party shall provide immediate written notice to the person to whom this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.

5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Commission or agency with which this transaction originated.

6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not is proposed for debarment under 48 CFR 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (202) 501-4740 or (202) 501-4873).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transaction s authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Commission or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Dear Vendor:

This is a reminder of your obligation under Florida's Public Records law codified in Chapter 119, Florida Statutes. As referenced in the General Terms and Conditions of any contract you have had with the City of Bartow, your firm is required to allow public access to all documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.

Public Records include all records, regardless of physical form, characteristics, or means of transmission that were made or received in connection with official business which are used to perpetuate, communicate, or formalize knowledge. The policy of the State of Florida is that public records are open for the personal inspection and copying of any person. As such, all public records may be inspected and copied by any person at any reasonable time and under reasonable circumstances.

The custodian of such records must also acknowledge requests for public records promptly and provide the records as quickly as possible with only two permissible delays; the time it takes to locate the requested records and the time to review the records for exemptions.

As potential custodians of public records, vendors are prohibited from any of the following actions:

1. Requiring the identity of the requestor
2. Requiring the request for records be in writing
3. Requiring the reason or purpose of the records request
4. Restricting viewing records to hours other than normal business hours
5. Delaying the production of records based on an employee's workload
6. Delaying the production of records due to a burdensome request

However, vendors are not required to provide personnel to answer questions regarding the content of requested records. In addition, vendors are not required to create a new record to fulfill a public records request nor reformat its records into a particular form as demanded by a requestor.

If a public records request is received, you should provide notice to Jacki Poole, City of Bartow, City Clerk jpoole.clerks@cityofbartow.net. Additional notice should be provided when the request has been fulfilled.

If you have any questions, or need additional information, please contact either, Jacqueline Poole, City Clerk, or Donna Clark, Assistant City Clerk at 863-534-0100.

Sincerely,

Jacqueline Poole
City Clerk

Technical Specifications for Calciquest 25/75

1. General Conditions

   1.1 The material to be provided under this specification shall be Calciquest 25/75 or equivalent, approved for potable water treatment, and listed/certified under the National Sanitation Foundation NSF Standard Number 60 - and AWWA "Standard for Zinc Orthophosphate, AWWA B506 latest revision, and shall meet the requirements contained within these specifications.

2. Product Specifications

   2.1 This material shall contain no substances in quantities capable of producing injurious effects to public health or water quality. Calciquest 25/75 is a stabilized blend of long chain phosphates. The formula is proprietary to CalciQuest Inc.

3. Quality Control and Testing

   3.1 Sampling and testing shall be conducted in accordance with all AWWA and ANSI/NSF Standard 60 specifications current revisions.

   3.2 The supplier of Calciquest 25/75 shall furnish unopened, new 55 gallon drums of Calciquest 25/75 as filled at the manufacturer.

   3.3 The Purchaser, at his option, will test and analyze a weekly composite sample of the material delivered. The major tests will be for minimum percentage of phosphate content, polyphosphate content, and orthophosphate content.

   3.4 Should the purchaser desire, or should any test by the Purchaser or the producer indicate that either of the components tested for, fall outside the guaranteed range, additional testing of daily composite samples taken during and over a one week period of the time indicate either of the components tested for fall outside the guaranteed range, then that percentage falling outside the guaranteed range will be used as a percentage reduction of the unit cost of the total material delivered during that period.

4. Guaranteed Supply

   4.1 The Seller must guarantee that he will maintain a supply to meet one (1) month's average usage, which supply will be dedicated for use by the Purchaser. If the Seller's inventory falls to such a point that he cannot guarantee this dedicated one (1) month's supply, immediate notification, in writing, must be made to the Purchaser. The Purchaser may then elect to secure another guaranteed source of supply.

5. Purchase and Delivery

   5.1 CalciQuest 25/75 shall be delivered in 55 gallon drums, as ordered, and unloaded at the City of Bartow Water Treatment Plant. The Calciquest 25/75 is to be delivered by truck shall have all markings, tags, labels, or numbers as required by FDOT. Shipping shall be in compliance with all applicable local, state and federal regulations.

   5.2 Deliveries shall be made between 7:00 AM and 3:00 PM on normal working days (Monday through Friday) or as otherwise approved by the Bartow Water Department. Calciquest 25/75 shall be shipped within 24 hours after receipt of the order, or as otherwise arranged between both parties. The Bartow Water Department shall be sole discretion as to when deliveries are to be received or rejected.

5.3 All deliveries must be signed in at the operator control room.

5.4 One Material Safety Data Sheet (MSDS) must be attached to the bid submittal and all delivery tickets referencing the City of Bartow's Purchase Order Number with each shipment.

5.5 Delivery shall be made, FOB Bartow, FL, to City of Bartow Water Treatment Plant located at: 2500 Hwy 17 North, Bartow, FL 33830 (863) 534-0159.

5.6 If bid is awarded to supplier other than current supplier written notice will have to be given to the Polk County Health Department and must be approved before use.

6. Quantity Required

6.1 The quantities to be needed by the purchaser are: 40 - 55 gallon drums per year.

6.2 Variations in these quantity requirements may range from 80% to 120% of those projected, based on the conditions of water demand and method of operation of the Lime Softening Facilities.

6.3 The City of Bartow water Treatment Plant will be responsible for regulating the usage of Calciquest 25/75 and will endeavor to keep the Seller advised of the immediate and future needs of the material to be supplied hereunder.

7. Qualification of Bidders

7.1 Bids will only be considered from manufacturers or manufacture's authorized distributors of Calciquest 25/75.

8. Suppliers Responsibilities

8.1 The Suppliers shall not permit any alcoholic beverages or illegal drugs on Owner's property. Any person showing the most minor symptoms of alcohol or drug use shall be immediately removed from Owner's property and shall not be allowed to return. Likewise, the Suppliers shall not permit and firearms to be brought on Owner's property.

8.2 The Suppliers shall assume full responsibility for their employees" conduct while on Owner's property.

9. Emergency Plan of Action and Safety Training

9.1 The Awardee shall provide, in writing, an emergency contingency plan, with appropriate telephone contacts, for the City to follow in case of an emergency supply of Calciquest 25/75 is needed

9.2 The Awardee shall supply, in writing, an emergency release response plan with the appropriate emergency response personnel names and telephone contact numbers (24 hour contact numbers) within 30 days of award and acceptance. In addition, the proper release response notification procedure, along with any forms required by all local, state, or federal regulatory agencies, shall be supplied by the Awardee of his responsibility to notify the proper regulatory agencies of a release incident.

9.3 In the event of a release or leak, the Awardee shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup. Releases or leaks of any type caused by Awardee's personnel, equipment or method of delivery, Awardee shall immediately comply with all applicable terms and conditions of the current version of Title III,

Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, at seq. (SARA) and the Florida Hazardous Materials Emergency Response ad Community RightTo-Know Act of **1988,** CH 252, Part II, Florida Statutes.

The responsibility for compliance with Federal and State Rules and Regulations regarding vendor caused releases shall be the sole responsibility of the Awardee. The Awardee. shall hold the City of Bartow harmless for any failure to properly report and/or comply with this provision.

9.4 The Awardee shall provide an appropriate safe handling training course, within the first month of the contract, to all current Water Department operations personnel and shall be available to conduct "refresher" courses, or new employee training, at six month intervals during the award period.

9.5 The Awardee shall provide technical assistance, as needed, regarding the application of its product, The Awardee shall provide this assistance at no charge to the City of Bartow.

10. Bid Quotation

10.1 Bid pricing shall be made as per 55 gallon drum delivered FOB at the City of Bartow Water Plant.

PRICES FIRM FORM

ATTENTION ALL BIDDERS:

PLEASE INCLUDE THIS SHEET WITH BID FORM.

Company Name: American Water Chemicals, Inc.

Company Address: 1802 Corporate Center Lane

Authorized Representative: Rudy Canezo
Print

Signature

Date: 3/6/17

Title: Treasurer

Phone Number: 813-246-5448 Fax: 813-623-6678

E-Mail rcanezo@membranechemicals.com

State if all prices are firm or subject to escalation:

Prices quoted will be valid for one (1) year from the date of award unless otherwise specified and agreed upon by the City of Bartow. (CONTRACT PERIOD IS FROM APRIL 13, 2017 – APRIL 12, 2018)

PRICE(S) FIRM: YES X **NO** _____

Percentage of escalation anticipated: none

Past performance, delivery and prices will be considered when awarding bids. All escalation should be clearly stated. All bids should reflect a delivered price wherever possible.

Your cooperation and participation is greatly appreciated. If you have any questions, please feel free to contact the Purchasing Department.

BID FORM

Calciquest 25/75 for Water Treatment Plant
2500 Highway 17 North
Bartow, FL 33830
Per Specifications
FOB Bartow, FL

Total Net Price Per 55 gallon drum: $ 254.13 per 55 gallon drum

Terms: Net 30 days

Manufacturer: American Water Chemicals, Inc.

Delivery: 2 - 4 days ARO

Name of Company: American Water Chemicals, Inc.

Address: 1802 Corporate Center Lane, Plant City, FL 33563

Phone Number: 813-246-5448 Fax Number: 813-623-6678

Email Address: customerservice@membranechemicals.com

Authorized Representative: Rudy Canezo
Print

Signature

Exceptions To Bid: None

(CONTRACT PERIOD IS FROM APRIL 13, 2017 – APRIL 12, 2018)

Certificate of Compliance

American Water Chemicals, Inc. is a manufacturer and we hereby confirm that we comply with the specifications listed on the bid as per the following:

- AWC A-782 corrosion inhibitor is equivalent to Calciquest 25/75. A copy of the Product Data Sheet, and Safety Data Sheet has been included with this bid.
- AWC A-782 is certified by NSF to NSF/ANSI 60. NSF Listing has been included with this bid.
- AWC A-782 meets the specifications of the water purification division of the American Water Works Association Standard for Zinc Orthophosphate (ZOP) corrosion inhibitor in liquid form for use in the treatment of potable water, wastewater, or reclaimed water (ANSI/AWWA B506-13).
- AWC A-782 shall be delivered in new 55 gallon drums via truck and shipping will be in compliance with all applicable local, state and federal regulations. Packaging will comply with FDOT requirements.
- American Water Chemicals, Inc. guarantees that it will maintain in inventory, supply to meet one (1) month's average usage, dedicated for use by City of Bartow.
- American Water Chemicals, Inc. agrees to provide safe handling training course, within the first month of the contract to all current Water Department operations personnel and will be available to conduct "refresher" courses, or new employee training, at six month intervals during the award period.
- American Water Chemicals, Inc. agrees to provide technical assistance, as needed, regarding the application of its product at no charge to the City of Bartow.

Qiao-Qing Di
QA/QC Chemist

P: +1.813.246.5448 // E: info@membranechemicals.com // www.membranechemicals.com

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, March 06, 2017** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:
http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=american+water+chemicals&TradeName=AWC+A%2D782&

NSF/ANSI 60
Drinking Water Treatment Chemicals - Health Effects

American Water Chemicals, Inc.
1802 Corporate Center Lane
Plant City, FL 33563
United States
888-217-8757
813-246-5448
Visit this company's website
(http://www.membranechemicals.com)

Facility : Plant City, FL

Miscellaneous Corrosion Chemicals

Trade Designation	*Product Function*	*Max Use*
AWC A-782	Corrosion & Scale Control	23mg/L

[ZN] Based on an evaluation of health effects data, the level of zinc in the finished drinking water shall not exceed 2.0 mg/L.

Number of matching Manufacturers is 1
Number of matching Products is 1
Processing time was 1 seconds

Product Information Sheet

AWC A-782

Water Distribution System Corrosion Inhibitor

ADVANTAGES

- Corrosion inhibitor for the treatment of potable water systems
- Inhibits corrosion by forming a stable, evenly distributed protective film on the inside of distribution piping and metal surfaces
- Poly/ortho product designed for use with moderately low hardness water. It is not recommended for use with soft water
- Inhibits corrosion of steel distribution system water lines, iron and galvanized piping, and lead and copper plumbing
- Decreases the potential for THM formation when dosed with chlorine and protects against the release of asbestos or cement from water mains. Also substantially reduces leaching of lead from piping and lessens the occurrence of microbial-induced corrosion, providing longer system life.
- Saves money by reducing corrosion, lowering chlorine demand and decreasing hydrant flushing, leaks and failures
- Certified by NSF to NSF/ANSI Standard 60

TYPICAL PROPERTIES

Appearance	Colorless to light yellow liquid
Odor	Odorless
Solubility in water	Complete
pH (as is) @ 25°C	4 -7
Specific Gravity	1.40 ± 0.10

SAFETY & HANDLING

May be toxic by ingestion in concentrated form. Do not take internally. If ingested, drink at least two (2) glasses of water and get immediate medical attention. Contact with eyes causes irritation. If eyes are contacted, immediately flush with clean water for 15 minutes and if irritation persists, get medical attention. In case of skin contact, wash with soap and water. For more information, see the Safety Data Sheet provided with this product.

CHEMICAL FEEDING AND CONTROL

Normally fed continuously to the system being treated by means of a chemical metering pump. In most applications, product is fed as a concentrate, without the necessity of dilution. This product will perform best when water pH is maintained between 7.5–8.5. Dosing rate is based on water quality. The overall product applications and the specific chemical feed and control methods employed must be specified by the technical representative servicing the facility system. The specific control ranges will be specified by the technical representative and can also assist you in determining the appropriate dose rate for your system.

PACKAGING

5 gallon pails, 55 gallon non-returnable plastic drums, 275 gallon totes

awc

P: +1.813.246.5448 // E: info@membranechemicals.com // www.membranechemicals.com

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SAFETY DATA SHEET

AMERICAN WATER CHEMICALS, INC.
1802 CORPORATE CENTER LANE
PLANT CITY, FL 33563

IDENTITY **AWC A-782**

Section I Company and Product Identification

AMERICAN WATER CHEMICALS, INC. 1802 Corporate Center Lane Plant City, FL 33563	Telephone Number: (813)-246-5448 Chemtrec phone Number: In the U.S.: 1-800-424-9300 International: 1-703-527-3887 CONTRACT #: CCN1259
Date Prepared: 11/21/03	Date Revised: April 2015

Trade Name	AWC A-782
Product Family	Corrosion Inhibitor

Section II – Hazards Identification

Signal Word : WARNING **Acute Toxicity: Oral, Category 5 May be harmful if swallowed.** **Skin Corrosion/Irritation, Category 5 May be harmful in contact with skin** **Inhalation: Category 5 May be harmful if inhaled**	
GHS Hazard Phrases	H303 + H313:May be harmful if swallowed or in contact with skin H333: May be harmful if inhaled.
GHS Precaution Phrases	P103: Read label before use
GHS Response Phrases	P311: Call a poison center/doctor/…if you feel unwell
GHS Storage and Disposal Phrases	Please refer to section 7 for storage and section 13 for Disposal information

Route(s) of Entry:	**Inhalation?** Yes	**Skin?** No	**Ingestion?** Yes
Health Hazards (Effects of Acute and Chronic Overexposure)			
Inhalation: May be harmful if inhaled.			
Eye Contact: May cause eye irritation.			
Skin Contact: May be slightly irritating to skin			

AMERICAN WATER CHEMICALS, INC.
1802 CORPORATE CENTER LANE
PLANT CITY, FL 33563

Ingestion (Swallowing): May be Harmful if swallowed. Phosphates are slowly and incompletely absorbed when ingested, and seldom result in systemic effects. Such effects, however, have occurred. Symptoms may include vomiting, lethargy, diarrhea, blood chemistry effects, heart disturbances and central nervous system effects. The toxicity of phosphates is due to their ability to sequester calcium.

Section III - Hazard Ingredients/Composition Information

Hazardous Components (Chemical Name)	CAS #	%	EC #	Risk Phrases
Polyphosphate, Sodium Salt	Proprietary	10-36%	N/A	R22,38
Orthophosphate, Sodium Salt	Proprietary	10-36%	N/A	R22,38
Water	N/A	<55 %	N/A	N/A

Section IV – First Aid Procedures

Inhalation: Immediately remove to fresh air. If breathing has stopped, give artificial respiration or oxygen. See a physician if irritation of the eyes, skin or respiratory tract occurs.
Eye Contact: Immediately flush with plenty of water for at least 15 minutes holding lids apart to ensure flushing of the entire surface. Call a physician. Remove material from skin and clothing. Remove contact lenses immediately if possible.
Skin Contact: Immediately flush skin with plenty of water while removing contaminated clothing and shoes. Thoroughly wash before reuse or discard. Get medical help if irritation occurs.
Ingestion (Swallowing): If conscious, immediately give several glasses of water or milk. Do not induce vomiting. NEVER give anything by mouth to an unconscious person. Take immediately to hospital or physician.

MOST IMPORTANT SYMPTOMS	
Symptoms/Injuries	May be slightly irritating to skin.
Symptoms/Injuries after eye contact	May be irritating to eyes.
Symptoms/Injuries after ingestion	May cause vomiting, lethargy, diarrhea.

Section V - Fire Fighting Measures

Flash Point (Method Used) None	**Flammable Limits**: NE
Extinguishing Media: Water spray, dry chemical, CO2, or other class B extinguishing agent. This material does not burn. Use extinguishing media appropriate to the surrounding fire conditions	
Auto ignition temp: Noncombustible.	
Special Fire Fighting Procedures and Protective Equipment: This material does not burn. Move containers from fire area if it can be done without risk. Otherwise, use water in flooding quantities as a spray or fog to keep fire-exposed containers cool and absorb heat to help prevent rupture. Do not enter without wearing specialized protective equipment suitable for the situation. Firefighter's normal protective equipment (Bunker Gear) will not provide adequate protection. Chemical resistant clothing (e.g. chemical splash suit and positive pressure self-contained breathing apparatus (MSHA/NIOSH approved or equivalent) may be necessary.	
Unusual Fire and Explosion Hazard: N/A	
Hazardous Decomposition or Combustion Byproducts: N/A	

AMERICAN WATER CHEMICALS, INC.
1802 CORPORATE CENTER LANE
PLANT CITY, FL 33563

Section VI – Accidental Release Measures

Steps to Be Taken in Case Material is Released or Spilled: When handling spill and leaks, follow good industrial hygiene and safety practices as outlined in this document. Dispose of in compliance with local regulations pertaining to phosphates. In case of spills, prevent discharge to the environment (use dykes for large spills). Absorb spillage with earth, sand, clay, sawdust or other inert absorbent material which does not react with spilled chemical. Place all spilled material, contaminated sorbent materials, contaminated dirt, and other contaminated material in chemical waste container. Flush residual spill area with large amounts of water. **Additional Information:** Planning ahead is essential for handling spills. Proper equipment and trained employees should be readily available to correct a spill situation. Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers and public waters. Avoid release to the environment.

Section VII - Handling and Storage

Precautions to Be taken in Handling (General):	Empty drums as thoroughly as possible to facilitate disposal. Do not use with incompatible materials such as strong acids and strong bases. Label and avoid damaging containers. Maintain handling equipment. Practice good housekeeping. It is good practice to keep storage containers closed when not in use and when empty. Provide ventilation to minimize exposure. Use local mechanical exhaust ventilation at sources of air contamination such as open process equipment.
Precautions for safe storage and any incompatibilities	Keep container closed when not in use. Protect from freezing. Do not store in elevated temperatures.

Section VIII – Exposure Controls and Personal Protection

Components (Specific Chemical Identity; Common Name(s))	OSHA PEL	TWA8 ACGIH	STEL ACGIH	Other Limits Recommended
None has been established	None	None	None	NA

Primary Route of Exposure: Inhalation	
Target Organs: None Known	
Respiratory Protection: Approved NIOSH respirator.	
Skin Protection: Rubber or plastic-impervious and/or waterproof.	
Protective Gloves: Wear impervious rubber or plastic gloves.	**Eye Protection**: Wear chemical goggles and a face shield and have eyewash station immediately available.

AMERICAN WATER CHEMICALS, INC.
1802 CORPORATE CENTER LANE
PLANT CITY, FL 33563

Other Protective Clothing or Equipment: Eye wash facility and safety shower in immediate area. Rubber boots. Rubbers over leather shoes are not recommended. Use local natural or mechanical exhaust ventilation to minimize exposure at sources of air contamination such as open process equipment. Engineering or administrative controls should be implemented to control mist

Section IX - Physical/Chemical Characteristics

Boiling Point: >101°C (213°F)	**Percent Volatile**: NE
Viscosity : NE	**Specific Gravity** (H2O = 1) 1.40± 0.10
Solubility in Water: Complete	**pH**: 4 – 7
Appearance and Odor: Clear liquid - colorless to slight yellow tint	

NR: NOT REQUIRED, NE: NOT ESTABLISHED, NA: NOT APPLICABLE

Section X – Stability & Reactivity Data

Stability: Stable under normal conditions of storage and handling. Usually stable in alkaline aqueous solution, but breaks down (hydrolyzes) to orthophosphate under acidic conditions.
Conditions to avoid: Do not expose to extreme temperatures.
Incompatibility (Materials to Avoid): Strong Oxidizing Agents (eg. perchlorates, peroxides) and strong acids (eg. Sulfuric acid) - reaction may be violent if mixed with this product at full strength. However, this product can safely be dosed into a water supply that contains dosage levels of oxidizers or acids that meet drinking water standards.
Hazardous Decomposition Products: When involved in a fire, the material may form toxic fumes of phosphorous oxides.
Hazardous Polymerization: Does not occur
Condition to avoid: None known
Additional Information: none

Section XI– Toxicological Information

Available data on closely related material indicates the following: ORAL LD50(Rats): =3053 mg/kg Skin Irritation (rabbit, guinea pig): Negligible irritation and no visible tissue damage was observed after a 50% solution was applied to intact and abraded skin. Acute Overexposure: Irritating to body tissue with which it comes into contact. Chronic Overexposure: No known cases of chronic poisoning due to phosphate solutions have been reported. May sequester calcium and cause calcium phosphate deposits in the kidneys. Carcinogenicity: None of the components have been classified as a carcinogen by OSHA, NTP, and IARC. Medical Conditions Generally Aggravated by Exposure: Phosphate solution will cause further irritation of tissue, open wounds, burns or mucous membranes.
Mutagenic: Not listed.
Teratogenic: Not listed.

Reproductive Toxicity: Not listed.
Primary Route of Exposure: Inhalation
Target Organs: Not Listed

Section XII – Ecological Information

Biodegradation: No specific biodegradation data is available for this product.

Section XIII - Disposal Consideration

Waste Disposal Method: Always dispose of in accordance with federal, state and local regulations pertaining to phosphates. Consult your attorney or appropriate regulatory officials for information on such disposal. Chemical waste generators must determine whether a discarded chemical is classified as a hazardous waste. US EPA guidelines for the classification determination are listed in 40 CFR Parts 261.3.

Section XIV - Transport information

D.O.T. Proper Shipping Name: N/A	D.O.T. Hazard Class: N/A D.O.T. LABEL: N/A
ID No: N/A	Packing Group: N/A

Section XV - Regulatory information

US Federal Regulations
TSCA: All components in this product are listed on the TSCA inventory. Health & Safety Reporting List: None of the chemicals in this product are on the Health & Safety Reporting List. Chemical Test Rules: None of the chemicals in this product are under a Chemical Test Rule. Section 12b: None of the chemicals in this product are listed under TSCA Section 12b. TSCA Significant New Use Rule: None of the chemicals in this product have a SNUR under TSCA. CERCLA Hazardous Substances and corresponding RQs: None of the chemicals in this product have an RQ.
None of the chemicals in this product have a TPQ. SARA Codes: Acute Section 313:
None of chemicals in this product are reportable under Section 313. Clean Air Act:
This material does not contain any hazardous air pollutants.
This material does not contain any Class 1 or Class 2 Ozone depletors. Clean Water Act: None of the chemicals in this product are listed as Hazardous Substances under the CWA. None of the chemicals in this product are listed as Priority Pollutants under the CWA. None of the chemicals in this product are listed as Toxic Pollutants under the CWA. OSHA: None of the chemicals in this product are considered highly hazardous by OSHA.
State: None of the chemicals in this product are present on state lists from CA, PA, WI, MA, or NJ. California Prop 65:
California No Significant Risk Level: None of the chemicals in this product are listed.
European/International Regulations
European Labeling in Accordance with EC Directives: Hazard Symbols: None
Risk Phrases: 22 Harmful if swallowed. 38 Irritating to skin
Safety Phrases: 2 Keep out of reach of children 61 Avoid releases to the environment. WGK (Water

Danger/Protection): None
Canada - DSL/NDSL:
All components are listed on Canada's DSL List Canada – WHMIS:
None of the components in this product could be classified as hazardous in accordance with the hazard criteria of the Controlled Products Regulations. Canadian Ingredient Disclosure List: None of the components in this product are listed on the Canadian Ingredient Disclosure List.
Potable Water Approval: This product is NSF/ANSI Standard 60 certified.

Section XVI - Other information

NFPA RATINGS:

Health	Flammability	Reactivity
1	0	0

The data contained in this material safety data sheet has been prepared based upon an evaluation of the ingredients contained in the product, their concentrations in the product and potential interactions. The information is offered in good faith and is believed to be accurate. It is furnished to the customer who is urged to study it carefully to become aware of hazards, if any, in the storage, handling, use and disposal of the product; and to insure his employees are properly informed and advised of all safety precautions required.

CERTIFICATE

This is to certify that

American Water Chemicals, Inc.

1802 Corporate Center Ln
Plant City, FL 33563
United States of America

has implemented and maintains a **Quality Management System**.

Scope:
The Design, Formulation, and Manufacture of Chemicals for Water Treatment Application; Operate and Maintain the same.

Through an audit, documented in a report, it was verified that the management system fulfills the requirements of the following standard:

ISO 9001 : 2008

Certificate registration no.	10015134 QM08
Date of original certification	2016-12-15
Date of certification	2016-12-15
Valid until	2018-09-14

ANAB ACCREDITED ISO/IEC 17021 MANAGEMENT SYSTEMS CERTIFICATION BODY

DQS Inc.

Ganesh Rao
Managing Director

Member of IQNet

Accredited Body: DQS Inc., 1130 West Lake Cook Road, Suite 340, Buffalo Grove, IL 60089 USA

2016 - 2017 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT **EXPIRES SEPTEMBER 30, 2017**

ACCOUNT NO.
258739
RENEWAL

OCC. CODE
380.004001 RETAIL SALES W/HAZARDOUS WASTE

Receipt Fee	30.00
Hazardous Waste Surcharge	40.00
Law Library Fee	0.00

BUSINESS AMERICAN WATER CHEMICALS INC
1802 CORPORATE CENTER LN
PLANT CITY, FL 33563

NAME AMERICAN WATER CHEMICALS INC
MAILING 1802 CORPORATE CENTER LN
ADDRESS PLANT CITY, FL 33563

Paid 15-630-023444
07/25/2016 70.00

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON

DOUG BELDEN, TAX COLLECTOR
813-635-5200
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

State of Florida
Department of State

I certify from the records of this office that AMERICAN WATER CHEMICALS INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 12, 1994.

The document number of this corporation is F94000001871.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on January 9, 2017, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Ninth day of January, 2017

Ken Detzner

Secretary of State

Tracking Number: CC6576683648

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Client#: 1696523 131AMERIENG

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
BB&T Insurance Services, Inc.
PO Box 4927
Orlando, FL 32802-4927
407 691-9600

CONTACT NAME:
PHONE (A/C, No, Ext): 407 691-9600 FAX (A/C, No): 888-635-4183
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	35378
INSURER B : Owners Insurance Company	32700
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
American Engineering Services Inc
1802 Corporate Center Ln
Plant City, FL 33563

COVERAGES CERTIFICATE NUMBER: 16/17 GL BAI/Auto REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Deductible: $5,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			16PKGSE20192	04/29/2016	04/29/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X SCHEDULED AUTOS X NON-OWNED AUTOS			4947152201	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			16EFXSE20080	04/29/2016	04/29/2017	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Contr. Pollution			16PKGSE20192	04/29/2016	04/29/2017	$1,000,000 Ea Condition $5,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Bid No. 2010-016

Insured name continued: American Water Chemicals, Inc. dba Alkema Solutions, Inc.

Additional Insured status is granted with respects to General Liability per endorsement "Additional Insured
(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Allen Trommel

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/22/16

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services, Inc of Florida
1001 Brickell Bay Drive, Suite #1100
Miami, FL 33131-4937

CONTACT NAME: Aon Risk Services, Inc of Florida
PHONE (A/C, No, Ext): 800-743-8130 FAX (A/C, No): 800-522-7514
EMAIL ADDRESS: ADP.COI.Center@Aon.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Illinois National Insurance Co	23817
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ADP TotalSource III, Inc
10200 Sunset Drive
Miami, FL 33173
ALTERNATE EMPLOYER
American Water Chemicals, Inc DBA Alkema Solutions, Inc
1802 Corporate Center Lane,
Plant City, FL 33563

COVERAGES

CERTIFICATE NUMBER: 1310934 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PROJECT / LOC / OTHER						GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO / OWNED AUTOS ONLY / SCHEDULED AUTOS / HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DEC / RETENTION $							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 061139701 FL	7/1/2016	7/1/2017	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for AMERICAN WATER CHEMICALS, INC DBA ALKEMA SOLUTIONS, INC., paid under ADP TOTALSOURCE, INC 's payroll, are covered under the above stated policy
AMERICAN WATER CHEMICALS, INC DBA ALKEMA SOLUTIONS, INC. is an alternate employer under this policy
Re: Zinc Orthophosphate

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Risk Services, Inc of Florida

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ACORD 25 (2016/03)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION: Authorize the purchase of a 28" trailer and outfit in the amount of $40,816.10 from Texas Trailers of Gainesville, FL by utilizing the Florida Sheriff's Association Contract #FSA17-VEH15.0. The Florida Sheriff's Association procurement process satisfies the City's competitive bid requirements.

EXPLANATION OF REQUEST:
The Fleet Administrator recommends the annual purchase of one (1) trailer for the Police Department.

Florida Sheriff's Association Contract #FSA17-VEH15.0 (Effective April 1, 2017 – March 31, 2018

The Fleet Maintenance Division intends to award the following vendor for purchase as follows (see attached Exhibit 1 for vendor details):

1. Texas Trailers for one (1) trailer for Police in the amount of $40,816.10. This unit utilizes the Florida Sheriff's Contract #FSA17-VEH15.0, Spec #56.

The City of Boynton Beach has entered into a public private partnership to bring the Town Square Project to life. The project includes the police department moving to temporary space during construction. This required a lot of teamwork and resources by command staff to determine our needs for this temporary location. Some of the key obstacles included accreditation, FDLE requirements, safety and the overall functionality of the space.

One of the biggest challenges was our booking facility. Three options have been identified to overcome this challenge. First option, was to construct a solid foundation within the building that included restrooms. Second option, was to rent holding facilities for the next 14-24 months and place them within the building. This option also required restrooms to be constructed. Due to the cost associated with these options the command staff recommends a third option. The third option, was to purchase a 28" trailer and outfit it with portable holding cells and a restroom. The trailer will be kept outside of the temporary location under the fixed room that is already present. The trailer will receive electricity through the existing electric and be secured by chain link fencing. This will eliminate the security threat of having prisoners brought into our secured facility.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The trailer will be used as a temporary portable holding cell and restroom for prisoners during the transition of the PD.

FISCAL IMPACT: Budgeted
The current FY 17/18 budget includes the purchase of a K-9 vehicle budgeted for $50,000 and has not been purchased. Staff is recommending reducing the K-9 fleet by 1 vehicle and utilizing these funds to purchase this trailer from account 501-2516-519-64-33.

It is staffs intention to outfit this command center trailer with the minimum requirements to utilize it as a

booking facility at the temporary location. Once the new police station is completed, the command trailer will be outfitted to meet the needs of a full command center. This command center will be used for special, community and significant events to function as an offsite police or city operation center.

ALTERNATIVES:
To defer or not purchase the selected trailer and have no immediate holding cell for prisoners.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:
N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: Texas Trailers

START DATE: 10/13/2017

END DATE: 9/30/2018

CONTRACT VALUE:

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?: No

EXTENSION EXPLANATION:

N/A

ATTACHMENTS:

Type	Description
Addendum	Texas Trailers Quote
Addendum	Texas Trailers COI
Addendum	Florida Sheriff's Contract #FSA17-VEH15.0

Texas Trailers
www.texastrailersFL.com
Gainesville, FL 352-378-4756
5601 NW 13th Street
Gainesville, FL 32653
Office 352-378-4756

Estimate

Date	Estimate #
4/12/2018	6027

Name / Address
Boynton Beach Police Department Attn: Charles Turco 561-742-6102

Description	Qty	Cost	Amount	Discount	Total
Per. Florida Sheriff's Contract #17-VEH15.0 Cab and Chassis Trucks and Other Fleet Equipment Specification #56: Base Trailer - Wells Cargo CW1622-102 Delivered To The Southern District	1	8,610.00	8,610.00		8,610.00
Add FSA Option - Upgrade to MT85X2825 - 102" x 28' MotorTrac 12,000# GVWR, Heavy Duty Enclosed Car / Motorcycle Hauler. Double Rear Doors.	1	9,890.00	9,890.00		9,890.00
Add FSA Option - DJ8KWAC - 4" Adjustable 2 5/16" 12,000lb Coupler. - Also Adds Heavy Duty 8,000# Drop Leg Tongue Jack ILO A-Frame Jack.	1	340.00	340.00		340.00
Add FSA Option - ADDHT - Add 6" interior height - Order per linear trailer foot - Order option in 6" increments. Upgrades Interior Height to 7'4"	28	16.00	448.00		448.00
Add FSA Option - WCET - Add option to extend a-frame tongue 1' - Option only available in flat front trailers.	1	205.00	205.00		205.00
Add FSA Option - NSFL02 - Black Raised Circle Non-Skid Vinyl Floor Covering. Order per linear trailer foot.	28	42.00	1,176.00		1,176.00
Add FSA Option - WCFW38 - White Finished Walls - White Embossed FRP Sidewall Liner and Ceiling Liner. Order per linear trailer foot.	28	46.00	1,288.00		1,288.00

Subtotal	
Sales Tax (6.5%)	
Total	

Texas Trailers
www.texastrailersFL.com
Gainesville, FL 352-378-4756
5601 NW 13th Street
Gainesville, FL 32653
Office 352-378-4756

Estimate

Date	Estimate #
4/12/2018	6027

Name / Address
Boynton Beach Police Department Attn: Charles Turco 561-742-6102

Description	Qty	Cost	Amount	Discount	Total
Add FSA Option - DEPWC - Add deluxe electrical package - includes 30 amp, 120V service panel w/ 30 amp main and 25' shoreline, (3) 15A duplex receptacles, (2) 4' double fluorescent light fixtures, and (1) 120V interior wall switch. Package Includes 30 amp. Motor Base Plug and Cord.	1	795.00	795.00		795.00
Add FSA Option - 50AB - Upgrade Electrical to 50 amp service.	1	210.00	210.00		210.00
Add FSA Option - ACPKG - Add 15,000 BTU roof-top air conditioner with heat strip.	2	1,550.00	3,100.00		3,100.00
Add FSA Option - HSLK - Add high security bar lock with vice lock to side door, rear doors or ramp door.	1	137.00	137.00		137.00
Add FSA Option - RS100 - Recessed Step at Side Door.	1	118.00	118.00		118.00
Add FSA Option - TXNEWT - New State Tag. Includes $32.45 Convenience Fee. (Specify Tag Type)	1	150.00	150.00		150.00
Delete Option - NOSPARE - Deduct For No Spare Tire	1	-70.00	-70.00		-70.00
The Following Options are Not Quoted On The FSA Contract But Are Offered At a 5% Discount Per The Contract.		0.00	0.00		0.00
Insulated Sidewalls: MSRP = $13 Per Linear Foot X 28' = $364. Insulated Ceiling Liner Comes Standard on MT85X2825.	28	13.00	364.00	-5.00%	345.80

	Subtotal
	Sales Tax (6.5%)
	Total

Texas Trailers
www.texastrailersFL.com
Gainesville, FL 352-378-4756

5601 NW 13th Street
Gainesville, FL 32653
Office 352-378-4756

Estimate

Date	Estimate #
4/12/2018	6027

Name / Address
Boynton Beach Police Department Attn: Charles Turco 561-742-6102

Description	Qty	Cost	Amount	Discount	Total
120v 15a Duplex 1g Exterior GFI Recept (2 Outlet): MSRP = $84 Each = $168	2	84.00	168.00	-5.00%	159.60
120v 15a Duplex 1g Recept (2 Outlet): MSRP = $47 Each = $141	3	47.00	141.00	-5.00%	133.95
120v 4ft Fluorescent Light w/ Diffuser: MSRP = $115 Each = $230	2	115.00	230.00	-5.00%	218.50
Wht Al Wb 96x22x40 / GV Top / 30 Deep L w/ Dr: MSRP = $1127	1	1,127.00	1,127.00	-5.00%	1,070.65
96in Wide x 18.5in Tall White Alum OH Cabinet: MSRP = $721	1	721.00	721.00	-5.00%	684.95
7KW Onan Gas Gen. CARB Comp Pkg (Under Flr Tank): MSRP = $10,276	1	10,276.00	10,276.00	-5.00%	9,762.20
12v LED 9"x7" 5K Lumen (Exterior) Scene Light: MSRP = $358 Each = $1,432	4	358.00	1,432.00	-5.00%	1,360.40
24in Scissor Jacks: MSRP = $159 Per Pair = $318	2	159.00	318.00	-5.00%	302.10
30" x 15" Radius Tinted Glass Horiz.Slider Window: MSRP = $190 Each = $380	2	190.00	380.00	-5.00%	361.00
Cable Hatch - Floor Mounted: MSRP = $21	1	21.00	21.00	-5.00%	19.95

Subtotal	$40,816.10
Sales Tax (6.5%)	$0.00
Total	$40,816.10

RICKC-1

OP ID: BW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Hunt-Miller Insurance Agency
211 Independence Dr.
Warner Robins, GA 31088
Josh Gurley
478-922-8531

CONTACT NAME: Debbie Wallace
PHONE (A/C, No, Ext): 478-922-8531
FAX (A/C, No):
E-MAIL ADDRESS: dwallace@hunt-miller.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Ins Co	
INSURER B : Amtrust North America	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Rick Croft Enterprises Inc dba
Texas Trailers Sales & Service
5601 NW 13th Street
Gainesville, FL 32653

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / X OCCUR			UUN QO895	01/01/2018	01/01/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			UEN QO089	01/01/2018	01/01/2019	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A		5135008	01/01/2018	01/01/2019	E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Garage Liability			20UUN QO0895	01/01/2018	01/01/2019	BI Person	1,000,000
							BI PerAcc	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Boynton Beach
100 East Boynton Beach Blvd
Boynton Beach, FL 33435

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BID AWARD

FSA17-VEH15.0

Effective Dates:
October 13, 2017– September 30, 2018

Cab & Chassis Trucks and Other Fleet Equiqment

Cooperative Purchasing Program

Coordinated By

The
Florida Sheriffs Association
&
Florida Association of Counties

PURCHASING

COOPERATIVE PURCHASING PROGRAMS

Introduction

The Florida Sheriffs Association offers statewide purchasing contracts on a variety of vehicles, equipment and services that are available to all eligible* agencies. While most agencies purchasing from our contracts are within the state of Florida, eligible* agencies from other states have used the contracts if their governing purchases ordinance allows.

For details of the products and services available, use the links located below that match the commodity you are seeking to purchase. The bid links will take you to pages that are solely dedicated to the bid award for that particular commodity and includes all of the supporting bid documents and the maintenance thereof.

The bid awards and schedules are supported by a dedicated FSA staff with the assistance of our Advisory Board(s). We are available Monday through Friday to answer any questions or assist you in your purchasing transactions. Before you make a purchase, we encourage you to read the terms and conditions associated with each commodity. There are certain requirements for manufacturers, vendors and the end user that you should be familiar with prior to and after the initial acquisition. These terms and conditions are written based on best practices in order to simplify the process for the buyer and the seller.

Since its inception in November 1993, Approximately 55,000 vehicles have been purchased through these programs, resulting in tremendous savings for participating agencies statewide.

Contracts

- **Police Rated, Administrative, Utility Vehicles, Trucks & Vans (https://www.flsheriffs.org/law-enforcement-programs/purchasing/police-rated-administrative-utility-vehicles-trucks-vans)**

- Cab & Chassis & Other Fleet Equipment (https://www.flsheriffs.org/law-enforcement-programs/purchasing/cab-chassis-trucks-and-other-fleet-equipment)
- Fire Rescue Vehicles & Other Equipment (https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/fire-rescue-vehicles-other-equipment)
- Tire & Related Services (https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/tire-related-services-bid-award)

Other Links

Please note that purchasing documents access is best when using Chrome or Firefox and **Adobe Reader (https://get.adobe.com/reader/)**.

- Bid Announcements (https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements)
- Fleet News (https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/fleet-news)
- Manufacturer News (https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/manufacturer-news)
- Vendors Only (https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/dealers-only)
- Fleet Conference (https://www.flsheriffs.org/law-enforcement-programs/conferences#fleet)

Need Assistance?

Email us at **cpp@flsheriffs.org (mailto:cpp@flsheriffs.org)** or call 850-877-2165

Eligibility to Purchase

Contract pricing will be extended and guaranteed to any and all units of local governments/political subdivisions including but not limited to county sheriffs, county government, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities within the State of Florida and the state universities and colleges. In addition, bids will be extended and guaranteed to any other entities approved by manufacturers to participate in this contract. The participating agencies cannot guarantee any order other than those ordered through each individual agency.

All agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All contractor/dealers are governed by their manufacturer's agreement.

The State of Florida, Department of Management Services, Division of State Purchasing administers statewide contracts and agreements for use by Florida State agencies, local governments, educational institutions, and other entities as defined in 60A-1.005, Florida Administrative Code.

Out of State Sales are permitted under this contract however, again ALL agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All contractor/dealers are governed by their manufacturer's agreement. All contractor/dealers referencing this contract for the purpose of facilitating sales (purchase authority) outside the State of Florida must accept the terms and conditions of this contract.

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Florida Sheriffs Association
2617 Mahan Drive
Tallahassee, FL 32308
(800) 877-2168

(https://engine.multiview.com/r?e=eyJhdiI6MjkzNzA3LCJhdCI6NCwiYnQiOjAsImNtIjo2NTE0MjcsImNoIjoxNjM2OCwiY2siOnt9LC

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FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
7' X 16' ENCLOSED CARGO TRAILER – 7,000 LB GVWR (Specification #56)			
Federal Contracts Corp	2018 United U-716TA35-8.5	★Western	$7,826.00
	2018 United U-716TA35-8.5	Western	– NB –
Federal Contracts Corp	2018 United U-716TA35-8.5	★Northern	$7,826.00
	2018 United U-716TA35-8.5	Northern	– NB –
Federal Contracts Corp	2018 United U-716TA35-8.5	★Central	$7,826.00
	2018 United U-716TA35-8.5	Central	– NB –
Federal Contracts Corp	2018 United U-716TA35-8.5	★Southern	$7,826.00
	2018 United U-716TA35-8.5	Southern	– NB –
Texas Trailers Sales and Service	2018 Wells Cargo CW1622-102	Western	$8,585.00
	2018 Wells Cargo CW1622-102	Western	– NB –
Texas Trailers Sales and Service	2018 Wells Cargo CW1622-102	Northern	$8,230.00
	2018 Wells Cargo CW1622-102	Northern	– NB –
Texas Trailers Sales and Service	2018 Wells Cargo CW1622-102	Central	$8,355.00
	2018 Wells Cargo CW1622-102	Central	– NB –
Texas Trailers Sales and Service	2018 Wells Cargo CW1622-102	Southern	$8,610.00
	2018 Wells Cargo CW1622-102	Southern	– NB –

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

7' X 16' ENCLOSED CARGO TRAILER – 7,000 LB GVWR
SPECIFICATION #56

2018 United U-716TA35-8.5
2018 Wells Cargo CW1622-102

THE FOLLOWING ITEMS WILL BE FACTORY INSTALLED ON THE BASE VEHICLE/EQUIPMENT TO MEET THE MODEL NUMBER AND BUILD CODES OF THE VEHICLE LISTED.

1. DIMENSIONS:

   a. Width - 7'
   b. Length - 16'
   c. GVWR - 7,000 lb.

2. FRAME:

   a. Tubular steel main rails
   b. C-channel crossmembers
   c. Formed steel corner posts
   d. Steel roof bows
   e. Formed angle top and bottom sills
   f. Vertical sidewall posts on 16" centers
   g. Non-corrosive fasteners
   h. All exposed steel primed and painted
   i. 3 piece A frame
   j. Positive lock ball coupler
   k. Tongue jack
   l. Safety chains - DOT rated

3. FLOOR/WALLS/ROOF:

   a. 3/4" exterior grade plywood floor
   b. 1/4" plywood interior liner
   c. .030" prefinished aluminum exterior, state colors
   d. Smooth galvanized steel or one piece aluminum roof
   e. Fiberglass front cap
   f. Extruded aluminum bottom trim
   g. Extruded aluminum roof cove with drip rail
   h. Double locking door on rear

4. AXLES:

   a. Tandem 3,500 lb. torflex axles
   b. 15" wheels
   c. 205 x 15 trailer rated tires
   d. Electric brakes with breakaway switch

5. LIGHTING SYSTEM:

a. Protected turn/stop/tail lights
b. Clearance lights
c. Wiring run in conduit
d. Heavy duty trailer plug

6. MISCELLANEOUS:

a. Spare wheel and tire

DISCLOSURE: THE FLORIDA SHERIFFS ASSOCIATION WORKING IN CONJUNCTION WITH MANUFACTURERS, VENDORS AND DISTRIBUTORS OF VEHICLES/EQUIPMENT DOES THEIR BEST TO ENSURE MODEL NAMES, NUMBERS AND CODES REPRESENT THE LATEST INFORMATION AVAILABLE AT THE TIME THE BID DOCUMENTS ARE PREPARED. IT IS RECOMMENDED THAT YOU CONFIRM THIS INFORMATION WITH THE AWARDED VENDOR REPRESENTATIVE AT THE TIME YOU ARE REQUESTING A CONFIRMING QUOTE.

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

7' X 16' ENCLOSED CARGO TRAILER – 7,000 LB GVWR
SPECIFICATION #56

2018 Wells Cargo CW1622-102

The Wells Cargo CW1622-102 purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$8,585.00	$8,230.00	$8,355.00	$8,610.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	CW1622-102			
DEALER:	Texas Trailers Sales and Service	Texas Trailers Sales and Service	Texas Trailers Sales and Service	Texas Trailers Sales and Service
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$8,585.00	$8,230.00	$8,355.00	$8,610.00

Order Code	Delete Options	All Zones
TW121-EB [1]	Downgrade to 6' x 12' trailer, single axle, 3,500 GVWR ****6' x 12' Single Axle 3500# GVWR*** Heavy Duty Commercial Quality, Fiberglass End Caps, LED Stop/Tail/Turn Lights, 12-Volt Dome Lights, Wall Switch for Dome Light, Torflex Axles, Smart Wire Technology, 15 inch Radial Tires, 5-Bolt Silver Spoke Wheels (E-Coated), .030 Prefinished Aluminum Exterior (12 colors), LED Exterior Lighting, Extruded Aluminum Bottom Trim with Anodized Finish, All Aluminum Anti-Rack Cam Lock with Stainless Steel Hasp, Jack Ram Hoist with Sand Pad, Safety Chains to D.O.T. Regulations, Bonded Skin (Smooth Exterior Sidewalls), Side Door, Double Rear Doors, Seamless Aluminum Roof, Extruded Anodized Aluminum Roof Cove with Drip Rail, Undercoating, SAE Truck/Trailer Color Coded Wire, Vertical Posts & Roof Bows, Tubular Steel Main Rails, Full Height Steel C-channel Cross members, Electrolysis Barrier, All Exposed Steel Primed & Painted (Urethane Topcoat), Easy Access Junction Box, Electric Brakes, Spare Tire*[1]	$2,712.00[1]
TW101 [1]	Delete option - specify ****6' x 10' Single Axle 2990# GVWR*** Heavy Duty Commercial Quality, Fiberglass End Caps, LED Stop/Tail/Turn Lights, 12-Volt Dome Lights, Wall Switch for Dome Light, Torflex Axles, Smart Wire Technology, 15 inch Radial Tires, 5-Bolt Silver Spoke Wheels (E-Coated), .030 Prefinished Aluminum Exterior (12 colors), LED Exterior Lighting, Extruded Aluminum Bottom Trim with Anodized Finish, All Aluminum Anti-Rack Cam Lock with Stainless Steel Hasp, 12 Volt End Connector, Jack Ram Hoist with Sand Pad, Safety Chains, Bonded Skin (Smooth Exterior Sidewalls, Side Door, Double Rear Doors, Seamless Aluminum Roof, Extruded Anodized Aluminum Roof Cove with Drip Rail, Fenders, SAE Truck/Trailer Color Coded Wire, Vertical Posts & Roof Bows, Tubular Steel Main Rails, Full Height Steel C channel Cross members, Electrolysis Barrier, All Exposed Steel Primed & Painted (Urethane Topcoat), Easy Access Junction Box, Spare Tire*[1]	$2,710.00[1]
CW1422-102 [1]	Delete option - specify ****7' x 14' Tandem Axle 7700# GVWR*** Heavy Duty Commercial Quality, Electric Brakes, Fiberglass End Caps, Wet Cell Battery (Trailers with Brakes only), LED Stop/Tail/Turn Lights, 12-Volt Dome Lights, Wall Switch for Dome Light, Torflex Axles, Smart Wire Technology, 15 inch Radial Tires, 5-Bolt Silver Spoke Wheels, .030 Prefinished Aluminum Exterior (12 colors), LED Exterior Lighting, Extruded Aluminum Bottom Trim with Anodized Finish, All Aluminum Anti-Rack Cam Lock with Stainless Steel Hasp, 12 Volt End Connector, Jack Ram Hoist with Sand Pad, Safety Chains to D.O.T. Regulations, Bonded Skin (Smooth Exterior Sidewalls), Side Door, Double Rear Doors, Seamless Aluminum Roof, Extruded Anodized Aluminum Roof Cove with Drip Rail, Fenders, Undercoating, SAE Truck/Trailer Color Coded Wire, Vertical Posts & Roof Bows, Tubular Steel Main Rails, Full Height Steel C-channel Cross members, Electrolysis Barrier, Exposed Steel Primed & Painted (Urethane Topcoat), Easy Access Junction Box, Spare Tire* [1]	$300.00[1]
RF6X121 [1]	Delete option - specify ****6' x 12' Single Axle 2990# GVWR*** Medium Duty Commercial Trailer, Torflex Axles,.030 Prefinished Aluminum Exterior (12 colors), Safety Chains, Seamless Aluminum Roof, Silver Spoke Wheels & 15 inch Radial Tires, Tubular Steel Main Rails, Extruded Aluminum Bottom Trim (Mill Finished), Double Rear Doors, Sealed Beam Clearance Lights, 24 inch OC Roof Trusses, Rear Hoop Accented in Silver Frost Metal, Positive Lock Ball Coupler Hitch, 16 inch OC Vertical Posts, Entire Chassis Undercoated, Oval LED Tail Lights, 12V Dome Light, Top Wind Jack with Sand Pad, Pre-Hung Side Entry Door with Flush Lock, TPO Front Cap, 24 inch ATP Stoneguard, .080 Aluminum Roof Cove/Drip Rail, 24 inch OC Floor Crossmembers, Fold-Down Stabilizer Jacks, 4-Year Limited Warranty, One Piece Aluminum Roof, 3/4 inch DryMax High-Performance Interior Decking, 3/8 inch DryMax High-Performance Interior Sidewalls, Spare Tire, (Electric Brakes must be added to increase GVWR to 3500#)*[1]	$4,090.00[1]
RF7X162 [1]	Delete option - specify ****7' X 16' Tandem Axle 7,000# GVWR***Medium Duty Commercial Trailer, Torflex Axles, .030 Prefinished Aluminum, Exterior (12 colors), Safety Chains D.O.T.Regulations, Seamless Aluminum Roof, Smooth Aluminum Flare Fenders, Tubular Steel Main Rails, Extruded Aluminum Bottom Trim (Mill Finished), Double Rear Doors, Sealed Beam Clearance Lights, 24 inch OC Roof Trusses, Rear Hoop Accented in Silver Frost Metal, Nev-R-Adjust Self-Adjusting Brakes,16 inch OC Vertical Posts, Entire Chassis Undercoated, Oval LED Tail Lights, 12V Dome Light, Top Wind Jack with Sand Pad, Pre-Hung Side Entry Door with Flush Lock, TPO Front Cap, 24 inch ATP Stoneguard, .080 Aluminum Roof Cove/Drip Rail, 24 inch OC Floor, Spare Tire*[1]	$1,700.00[1]
RF85X202 [1]	Delete option - specify ****8.5' X 20' Tandem Axle 7,000# GVWR***Medium Duty Commercial Trailer, Torflex Axles, .030 Prefinished Aluminum Exterior (12 colors), Safety Chains to D.O.T.Regulations, Seamless Aluminum Roof, Smooth Aluminum Flare Fenders, Tubular Steel Main Rails, Extruded Aluminum Bottom Trim (Mill Finished), Rear Ramp Door, Sealed Beam Clearance Lights, 24 inch OC Roof Trusses, Rear Hoop Accented in Silver Frost Metal, Nev-R-Adjust Self-Adjusting Brakes, 16 inch OC Vertical Posts, Entire Chassis Undercoated, Oval LED Tail Lights, 12V Dome Light, Top Wind Jack with Sand Pad, Pre-Hung Side Entry Door with Flush Lock, TPO Front Cap, 24 inch ATP Stoneguard, .080 Aluminum Roof Cove/Drip Rail, 24 inch OC Floor Crossmembers, Fold-Down Stabilizer Jacks, 4-Year Limited Warranty, Steel Decking Channel (rear door opening), One Piece Aluminum Roof, 3/4 inch DryMax High-Performance Interior Decking, 3/8 inch DryMax*	$5.00[1]

VEHICLE:	CW1622-102			
DEALER:	Texas Trailers Sales and Service	Texas Trailers Sales and Service	Texas Trailers Sales and Service	Texas Trailers Sales and Service
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$8,585.00	$8,230.00	$8,355.00	$8,610.00

	High-Performance Interior Sidewalls, Radius Roof, Spare Tire	
NOSPARE [1]	Delete option - specify *Deduct For No Spare Tire* [1]	$70.00[1]
NO LISTING [1]	Delete option - specify *If You Don't See What You Need. You May Take 5% Off Of The Current MSRP On Any Model Or Non-Custom Option Not Listed.* [1]	Incl.[1]
	Delete option - specify	NA
	Delete option - specify	NA
	Delete option - specify	NA
	Delete option - specify	NA
	Delete option - specify	NA
	Delete option - specify	NA
	Delete option - specify	NA
	Delete option - specify	NA
	Delete option - specify	NA
	Delete option - specify	NA
	Delete option - specify	NA
	Delete option - specify	NA

Order Code	Add Options	All Zones

Options are to be discounted below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory add options. Purchasers are encourage to negotiate pricing for options. Additional discounts for each add option shall be decided by the Vendor. Please refer to the Contract Terms and Conditions, Section 2.14 Option Pricing.

EW2022 [1]	Upgrade to 8' x 20' enclosed trailer - 7,000 lb. GVWR ****8' x 20' Tandem Axle 7700# GVWR*** Heavy Duty Commercial Quality, Electric Brakes, Fiberglass End Caps, Wet Cell Battery (Trailers with Brakes only), LED Stop/Tail/Turn Lights, 12-Volt Dome Lights, Wall Switch for Dome Light, Torflex Axles, SmartWire Technology, 15 inch Radial Tires, 5-Bolt Silver Spoke Wheels (E-Coated),.030 Prefinished Aluminum Exterior, LED Exterior Lighting, Extruded Aluminum Bottom Trim with Anodized Finish, All Aluminum Anti-Rack Cam Lock with Stainless Steel Hasp, 12 Volt End Connector, Jack Ram Hoist with Sand Pad, Safety Chains to D.O.T. Regulations, Bonded Skin (Smooth Exterior Sidewalls), Side Door, Double Rear Doors, Seamless Aluminum Roof, Extruded Anodized Aluminum Roof Cove with Drip Rail, Fenders, Undercoating, SAE Truck/Trailer Color, Coded Wire, Vertical Posts & Roof Bows, Tubular Steel Main Rails, Full Height Steel C-channel, Crossmembers, Electrolysis Barrier, All Exposed Steel Primed & Painted, Easy Access Junction Box, Spare Tire* [1]	$1,540.00[1]
EW2024 [1]	Upgrade to 8' x 20' enclosed trailer - 10,000 lb. GVWR ***8' x 20' Tandem Axle 10,000# GVWR*** Heavy Duty Commercial Quality, Electric Brakes, Fiberglass End Caps, Wet Cell Battery, LED Stop/Tail/Turn Lights, 12-Volt Dome Lights, Wall Switch for Dome Light, Torflex Axles, SmartWire Technology, 15 inch Radial Tires, 6-Bolt Silver Spoke Wheels (E-Coated), .030 Prefinished Aluminum Exterior (12 colors), LED Exterior Lighting, Extruded Aluminum Bottom Trim with Anodized Finish, All Aluminum Anti-Rack Cam Lock with Stainless Steel Hasp, 12 Volt End Connector, Jack Ram Hoist with Sand Pad, Safety Chains to D.O.T. Regulations, Bonded Skin (Smooth Exterior Sidewalls), Side Door, Double Rear Doors, Seamless Aluminum Roof, Extruded Anodized Aluminum Roof Cove with Drip Rail, Fenders, Undercoating, SAE Truck/Trailer Color Coded Wire, Vertical Posts & Roof Bows,*	$2,479.00[1]

VEHICLE:	CW1622-102			
DEALER:	Texas Trailers Sales and Service	Texas Trailers Sales and Service	Texas Trailers Sales and Service	Texas Trailers Sales and Service
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$8,585.00	$8,230.00	$8,355.00	$8,610.00

	Tubular Steel Main Rails, Full Height Steel C-channel Cross members, Electrolysis Barrier, All Exposed Steel Primed & Painted, Easy Access Junction Box, Spare Tire [1]	
CW1624-102 [1]	Upgrade axles in 7' x 16" trailer to 10,000 lb. GVWR ****7' x 16' Tandem Axle 10,000# GVWR*** Heavy Duty Commercial Quality, Electric Brakes, Fiberglass End Caps, Wet Cell Battery (Trailers with Brakes only), LED Stop/Tail/Turn Lights, 12-Volt Dome Lights, Wall Switch for Dome Light, Torflex Axles, SmartWire Technology, 15 inch Radial Tires, 6-Bolt Silver Spoke Wheels, .030 Prefinished Aluminum Exterior, LED Exterior Lighting, Extruded Aluminum Bottom Trim with Anodized Finish, All Aluminum Anti-Rack Cam Lock with Stainless Steel Hasp, 12 Volt End Connector, Jack Ram Hoist with Sand Pad, Safety Chains to D.O.T. Regulations, Bonded Skin (Smooth Exterior Sidewalls), Side Door, Double Rear Doors, Seamless Aluminum Roof, Extruded Anodized Aluminum Roof Cove with Drip Rail, Fenders, Undercoating, SAE Truck/Trailer Color Coded Wire, Vertical Posts & Roof Bows, Tubular Steel Main Rails, Full Height Steel C-channel Crossmembers, Electrolysis Barrier, All Exposed Steel Primed & Painted, Spare Tire* [1]	$1,370.00[1]
HDRD [1]	Rear folding ramp *Heavy duty folding rear ramp door in place of double rear doors.* [1]	$290.00[1]
CBSD [1]	Side entry door *Included* [1]	Incl.[1]
UPG225 [1]	225 x 15 tires *Upgrade Goodyear 205/15 Load Range D Tires To 225/15 Load Range D.* [1]	$85.00[1]
SCOLF [1]	Spray in floor liner *Spray in floor liner - Black or Grey Scorpion Spray In Liner on floor of trailer - Price is per square foot.* [1]	$11.00[1]
MT85X2424 [1]	Optional equipment - specify ****102" x 24' MotorTrac 10,000# GVWR, Heavy Duty Enclosed Car / Motorcycle Hauler, Tubular Steel Main Rails, 16 inch OC Vertical Posts, One Piece Aluminum Roof, 7-Way 12V End Connector, .040 Prefinished Aluminum Exterior Skin (White & Black only), White Vinyl Interior Sidewall Liner and Ceiling Liner, Cast Aluminum Rear Cap, Under Frame Slide Out Aluminum Step, Cross Members 16" On Center, Stainless Steel Front Cap & Front Corners, Polished Aluminum Castings: Front & Rear, Chrome Rear Corners & Rear Header, (2) Non-Powered Roof Vents, Bonded Exterior Sidewalls-No Riveted Seams, Max Size Rear Ramp Door, 12V Deluxe Dome Lights, LED Clearance & Wraparound Tail Lights, 48" Pre-framed Door with Aluminum Frame, 24" ATP Stone Guard, Aluma Sport T2 Aluminum Wheels, 3/4 inch DryMax High-Performance Interior Decking, Spare Tire* [1]	$4,980.00[1]
MT85X2825 [1]	Optional equipment - specify ****102" x 28' MotorTrac 12,000# GVWR*** Heavy Duty Enclosed Car / Motorcycle Hauler, Tubular Steel Main Rails, 16 inch OC Vertical Posts, One Piece Aluminum Roof, 7-Way 12V End Connector, .040 Prefinished Aluminum Exterior Skin (White & Black only), White Vinyl Interior Sidewall Liner and Ceiling Liner, Cast Aluminum Rear Cap, Under Frame, Slide Out Aluminum Step, Cross Members 16" On Center, Stainless Steel Front Cap & Front Corners, Polished Aluminum Castings: Front & Rear, Chrome Rear Corners & Rear Header, (2) Non-Powered Roof Vents, Bonded Exterior Sidewalls-No Riveted Seams, Max Size Rear Ramp Door, 12V Deluxe Dome Lights, LED Clearance & Wraparound Tail Lights, 48" Pre-framed Door with Aluminum Frame, 24" ATP Stone Guard, Aluma Sport T2 Aluminum Wheels, 3/4 inch DryMax High-Performance Interior Decking, Spare Tire* [1]	$9,890.00[1]
ADDHT [1]	Optional equipment - specify *Add 6" interior height - Order per linear trailer foot - Order option in 6" increments.* [1]	$16.00[1]
CMS16 [1]	Optional equipment - specify *Upgrade Floor Cross Members/Outriggers to 16" on Centers. Order per linear trailer foot.* [1]	$13.00[1]
WPW34 [1]	Optional equipment - specify *Install 3/4" Marine plywood on floor and ramp. Order per linear trailer foot.* [1]	$10.00[1]
INSWC [1]	Optional equipment - specify *Add insulation to sidewalls and ceiling, includes white vinyl ceiling - Order per linear trailer foot.* [1]	$43.00[1]
WCFW38 [1]	Optional equipment - specify *White Finished Walls - White Embossed FRP Sidewall Liner and Ceiling Liner. Order per linear trailer foot.* [1]	$46.00[1]

VEHICLE:	CW1622-102			
DEALER:	Texas Trailers Sales and Service	Texas Trailers Sales and Service	Texas Trailers Sales and Service	Texas Trailers Sales and Service
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$8,585.00	$8,230.00	$8,355.00	$8,610.00

DEPWC [1]	Optional equipment - specify *Add deluxe electrical package - includes 30 amp, 120V service panel w/ 30 amp main and 25' shoreline, (3) 15A duplex receptacles, (2) 4' double fluorescent light fixtures, and (1) 120V interior wall switch. Package Includes 30 amp. Motor Base Plug and Cord*[1]	$795.00[1]
50AB [1]	Optional equipment - specify *Upgrade Electrical to 50 amp service.* [1]	$210.00[1]
ACPKG [1]	Optional equipment - specify *Add 15,000 BTU roof-top air conditioner with heat strip.* [1]	$1,550.00[1]
NSFL02 [1]	Optional equipment - specify *Gray or Black Raised Circle Non-Skid Vinyl Floor Covering. Order per linear trailer foot.* [1]	$42.00[1]
TMGEN65 [1]	Optional equipment - specify *Honda Generator Package - A-Frame Mount 4000 Watt - Includes the following: Extended A-Frame, Honda Generator and Enclosed Aluminum Generator Box.* [1]	$5,690.00[1]
ON7KWPK [1]	Optional equipment - specify *7.5 KW Onboard Generator Package - Includes the following: Generator compartment, above floor fuel tank, fuel gauge, remote start, carbon monoxide detector, fuel fill door, and hour meter.* [1]	$9,310.00[1]
PGPKG [1]	Optional equipment - specify *Generator Ready Package - No Generator - Includes: Generator compartment, slides, 30 amp service, and carbon monoxide detector.* [1]	$790.00[1]
WWSWV [1]	Optional equipment - specify *Wells Cargo Standard Side Wall Vents* [1]	$51.00[1]
RV14 [1]	Optional equipment - specify *Roof Vent* [1]	$69.00[1]
WCRF [1]	Optional equipment - specify *Heavy duty aluminum ramp door extension. Makes a smooth transition from the ground to the rear ramp door.* [1]	$259.00[1]
DJ8KWAC [1]	Optional equipment - specify *4" Adjustable 2 5/16" Coupler or Pintle Eye Coupler. - Also Adds Heavy Duty 8,000# Drop Leg Tongue Jack ILO A-Frame Jack.* [1]	$340.00[1]
WCET [1]	Optional equipment - specify *Extend A-Frame Tongue 12"* [1]	$205.00[1]
HSLK [1]	Optional equipment - specify *Add high security bar lock with vice lock to side door, rear doors or ramp door.* [1]	$137.00[1]
AS100 [1]	Optional equipment - specify *Aluminum Slide Out Step at Side Door.* [1]	$270.00[1]
RS100 [1]	Optional equipment - specify *Recessed Step At Side Door* [1]	$118.00[1]
WCAB100 [1]	Optional equipment - specify *Interior Cabinets - Includes: 8' White Aluminum base cabinet with 18" White Overhead Cabinet.* [1]	$1,790.00[1]
RDR801 [1]	Optional equipment - specify *5000 LB Flush Mount Tie Down D-Ring In Floor* [1]	$39.00[1]
WCET12 [1]	Optional equipment - specify *E-Trac tie down system welded to side wall studs or Floor System. Order per linear trailer foot.* [1]	$13.00[1]
TXTEMP [1]	Temporary tag *30 Day Temporary Paper Tag. Includes $11.00 Convenience Fee* [1]	$15.00[1]

VEHICLE:	CW1622-102			
DEALER:	Texas Trailers Sales and Service	Texas Trailers Sales and Service	Texas Trailers Sales and Service	Texas Trailers Sales and Service
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$8,585.00	$8,230.00	$8,355.00	$8,610.00

TXTRANS [1]	Transfer existing registration (must provide tag number) *Transfer existing tag. Includes $32.45 Convenience Fee.* [1]	$150.00[1]
TXNEWT [1]	New state tag (specify state, county, city, sheriff, etc.) *Transfer existing tag. Includes $32.45 Convenience Fee. (Specify Tag Type)* [1]	$150.00[1]
	Maintenance Plan - specify	NA
	Maintenance Plan - specify	NA
WCW6 [1]	Warranty - specify *Wells Cargo Heavy Duty Trailers Have 6 Year Structural Warranty* [1]	Incl.[1]
WCW4 [1]	Warranty - specify *Wells Cargo Medium Duty Trailers Have 4 Year Structural Warranty* [1]	Incl.[1]

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

7' X 16' ENCLOSED CARGO TRAILER – 7,000 LB GVWR
SPECIFICATION #56

2018 Wells Cargo CW1622-102

(Alternate Dealer Option)

The Wells Cargo CW1622-102 purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	-- No bid --	-- No bid --	-- No bid --	-- No bid --

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION: Accept the City of Boynton Beach Community Rating System (CRS) Flood Mitigation Plan Progress Report, Action Plan Updates and Program fro Public Information Evaluation Report (May-December 2017). Copies will be available to the public on-line at the Utility's Facebook page (https://www.facebook.com/BoyntonBeachUtilities/) and a number of copies are available on the table at the back of the commission chamber.

EXPLANATION OF REQUEST: The City of Boynton Beach has been actively participating in the Community Rating System (CRS) since it entered the program in October 1991. The CRS is a component of the National Flood Insurance Program (NFIP) which provides reductions to flood insurance premiums for residents and businesses within participating communities.

The City has developed a comprehensive outreach program to educate the community on the benefits of floodplain management and to highlight the importance of flood mitigation. In April 2013, the City established a Program for Public Information (PPI) Committee and began the process of evaluating existing outreach efforts and making recommendations to improve outreach. The Committee's work included the following:

- Assessment of the community's public information needs
- Formulation of messages and their intended effects
- Identification of outreach projects to convey the messages
- Examination of other information initiatives
- Preparation of a Program for Public Information (PPI) Implementation Guide

As part of this outreach program the City will make available to the public the following three documents:

- Flood Mitigation Plan Progress Report
- Flood Mitigation Activities Action Plan Updates
- Program for Public Information Evaluation Report, May – December 2017

These documents are available to the public on-line at https://www.facebook.com/BoyntonBeachUtilities/ and a number of copies are available on the table at the back of the commission chamber.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The CRS program is part of the City's efforts to increase awareness of flooding risks and provide a reduction in flood insurance premiums to our residents.

FISCAL IMPACT: Funds are Budgeted for this program

ALTERNATIVES: Do not allow the Announcement

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Attachment	• Flood Mitigation Plan Progress Report
Attachment	Flood Mitigation Activities Action Plan Updates
Attachment	Program for Public Information Evaluation Report

2017 City of Boynton Beach
Flood Mitigation Plan Progress Report

1. Name of the CRS Floodplain Management Plan:
   The City of Boynton Beach, Florida Flood Mitigation Plan (FMP)

2. Date FMP Adopted:
   July 16, 2013

3. Location where copies of this Progress Report and FMP are available for review:
   City of Boynton Beach
   Office of Stormwater Supervisor, Angela Prymas, P.E.
   124 E. Woolbright Road
   Boynton Beach, Florida 33435
   (561) 742-6421

4. Summarize any flooding that occurred during the year (if any):

   N/A

5. What impact did the floods have on repetitive loss areas?

   N/A

6. List what was accomplished during the previous year:

   Harbor Estates (North & South Roads) Neighborhood Improvement Project
   The Harbor Estates Neighborhood experiences periodic roadway flooding and standing water during heavy rainfall events, which has affected the residential property owners located in the vicinity of North and South Roads. To improve the quality and reliability of the Harbor Estates Neighborhood Utilities, the City of Boynton Beach will provide a new stormwater system that will collect the stormwater and discharge through four (4) shallow outfalls located along the north edge of North Road and one (1) shallow outfall at the southeast corner of the neighborhood. The project also includes replacing aging and undersized water mains and upgrading fire hydrants in the project area. A new roadway and curbing will also be provided.

   The Project is under construction. The water main is complete and in service. The storm water is about 60% completed and road work has started. The entire project is estimated to be completed in November 2017.

Central Seacrest Corridor Neighborhood Utility Improvements – Phase II Bid Award

The goal of the project is to replace aging and undersized water mains and improve drainage within the right of way. The project is a continuation of the work was completed during Phase I.

The Utilities Department will conduct Customer Outreach for the project that will include neighborhood informational meetings. Brochures and door hangers will be placed at each residence in the construction area prior to construction activity. There will be daily construction updates on Facebook as well as Twitter updates for road closures and construction activity. A complaint line will be available for residents to call City and Contractor staff directly, with immediate response to concerns and complaints. City staff will track and document all outcomes and resolutions.

NE 20th Avenue Drainage Improvements Project

The purpose of this project is to mitigate localized flooding within an existing residential neighborhood of 13 acres by decreasing the extent of inundated area water ponding duration during rainfall events. The project will also reduce nutrient loads to the environment and local waterways. In addition to the expected increase of resident's satisfaction and wellbeing; the community will no longer be exposed to flooding repercussions, i.e.

*unable to access/egress dwellings due to water depth, extent of inundated area and water ponding duration
*damage to vegetation and property
*soil erosion
*hindering school/work attendance
*safety concerns

The Stats of the project consists of enhancement of City operations by installing approximately

*1,650 LF of 24-inche diameter exfiltration trench
*3,000 LF of swales
*25 Inlets and catch basins
*Substantial Completion: 120 days
*Contract amount of $614,369.13
*plus a 10% contingency of $61,436.91, for a total estimated amount of $675,806.04.

7. <u>Were any City of Boynton Beach objectives not reached or is implementation behind schedule? If so, state why.</u>

The status of each Action Item is attached to this report.

8. Should new projects specific to the City of Boynton Beach be started or should any of the recommendations or objects be revised:

   No. The FMP will be updated by the FMP Task Force in 2019, and new projects will be added at that time.

9. Annual Evaluation Report discussed and/or made available at a public meeting.
   The status of all mitigation projects and success stories are reported and discussed at the Flood Mitigation Plan Task Force meetings. All general meetings are publicized through posted announcements.

   The status of the City's flood mitigation projects and general Capital Investment Projects are discussed in the City's budget meeting hearings which are publicly held.

10. We have provided copies of this report to our governing board and local media.
    This report is being submitted to the City Commission via an agenda item. This report is being released to the local media, and is available to the public.

Information Contact: *Angela Prymas, P.E.*
Stormwater Superviser
City of Boynton Beach
124 E. Woolbright Road
Boynton Beach, Florida 33435
(561) 742-6421

Attachment

City of Boynton Beach Flood Mitigation Plan

Action Plan Update

2017

Action Plan - Section Nine

The following are flood mitigation activities recommended by the City of Boynton Beach Flood Mitigation Task Force in September 2012.

Action Items

1. Implement the Utility Department capital improvement project named *NE 3rd Street Stormwater Improvements*, which includes NE 1st Street and NE 6th Avenue in the Heart of Boynton area (See Appendix N for details of project).

   Action: This area is from Boynton Beach Boulevard north to the C-16 Canal and from Seacrest east to Railroad Avenue. It includes the City's Public Works compound, which was a problem with TS Isaac because this is where the City vehicles are fueled but it was under water; we would not have been able to fuel our emergency vehicles if there had been five more inches of rain. Will require an RFQ for a study first and then the design would follow the study. The NE 1st Street and NE 6th Street area should be top priority.

   Funding: Capital Improvement Program Fund. Will research possibility of FEMA grant funds. This mitigation project will be submitted to the Palm Beach County Unified Local Mitigation Strategy (PBC LMS) Project Prioritization List (PPL).

   2017 Progress: Utilities staff is doing in-house swales and exfiltration trenches to reduce flooding in the area. The project remains in the Palm Beach County Unified Local Mitigation Strategy (PBC/LMS) Project Prioritization List (PPL).

2. Implement the Utility Department *Lakeside/NE 20th Avenue Neighborhood Utility Improvements* capital improvement project (See Appendix N).

   Action: Has been on the books for a while and would require an RFQ to go out for engineering services to study the area and come up with a design.

   Funding: Capital Improvement Program Fund. Will research possibility of FEMA grant funds. This mitigation project will be submitted to the Palm Beach County Unified Local Mitigation Strategy (PBC LMS) Project Prioritization List (PPL).

   2017 Progress: Both Lakeside Gardens and NE 20th Avenue Neighborhood Utility CIP are currently under construction. There has been a total investment of $850,000 for engineering and construction.

3. Implement a program to encourage homeowners' associations (HOAs) to maintain their drainage control structures/systems.

Action: The Utilities Department will create a set of Standard Operating Procedures for the management companies of the HOAs so that they are educated as to what they should be doing pre-storm and post-storm. There should be a checklist for the management companies to follow. This will empower the HOAs to hold the management companies responsible if flooding occurs.

Funding: Staff time (operating funds)

2017 Progress: Ongoing outreach efforts in coordination with FDOT, SFWMD and LWDD through workshops, utilities annual report and other publications. SOPs were completed in 2016.

4. Implement the Utility Department capital improvement project named "Golfview Harbor Neighborhood Utility Improvements". This area is west of I-95 (See Appendix N).

   Action: Primarily a swale project. To be completed in the next fiscal year of 2013-2014.

   Funding: Capital Improvement Program Funds. Will research possibility of FEMA grant funds.

   2017 Progress: In-house swale project completed in 2016 in place of the CIP project.

5. Continue City participation in, and compliance with the National Flood Insurance Program (NFIP) and the Community Rating System (CRS). Seek CRS classification improvements within capabilities of City programs, including adoption and administration of FEMA-approved ordinances and flood insurance rate maps (FIRMs) thus enhancing the City's flood mitigation efforts while securing insurance premium rewards for its residents and businesses.

   Action: This is the responsibility of the Development Department. This is an ongoing policy and the City will continue its current approach.

   Funding: Staff time (operating funds)

   2017 Progress: 5 year cycle visit has been completed. The City improved to a Class 6 rating. On September 19, 2017 the City Commission approved by ordinance 17-029, the City's adoption of FEMA's Palm Beach County Flood Insurance Rate maps (FIRMs) to become effective October 5, 2017.

6. Implement the Utility Department *Chapel Hill Utility/Lake Eden Improvements* capital improvement project. This area is east of I-95 (See Appendix N).

   Action: Primarily a swale project. Will be completed in the next fiscal year of 2013-2014.

   Funding: Capital Improvement Program Funds. Will research possibility of FEMA grant funds.

2017 Progress: Swales have been completed in portions of the neighborhood. This is an ongoing maintenance project.

7. Encourage all property owners to purchase flood insurance.

   Action: This is the responsibility of the Development Department to be implemented through education and outreach.

   Funding: Staff time (operating funds)

   2017 Progress: Ongoing.

8. Encourage drainage solutions such as the use of pervious concrete and pavement.

   Action: This is current City policy and will continue as is. This is the responsibility of the Development Department.

   Funding: Staff time (operating funds)

   2017 Progress: Ongoing.

9. Provide ongoing training and evaluation of the CERT program.

   Action: This is current on-going City policy and will continue as is. The CERT members meet with the City's Fire Department four times a year. Two of those meetings are within two months of hurricane season. The Boynton Beach CERT program is one of the best in the County.

   Funding: Staff time (operating funds)

   2017 Progress: The City's CERT program continues to grow each year.

10. Implement the Utility Department *North and South Road Neighborhood Utility Improvements* capital improvement project (See Appendix N).

    Action: The City has tried to implement this project but it is on hold. Originally it was a water main and stormwater project. The homeowners have refused to grant an easement in their side yards for the outfall. This area is at the seawall. Part of the problem is that the lots of some of the newer homes are built at a higher elevation, which has impeded the sheet flow of water.

    Funding: Capital Improvement Program funds. Will research possibility of FEMA grant funds. This mitigation project will be submitted to the Palm Beach County Unified Local Mitigation Strategy (PBC LMS) Project Prioritization List (PPL).

2017 Progress: North and South Roads Neighborhood Utility CIP is currently under construction with a total investment of over 2 Million for engineering and construction.

11. Implement the Utility Department capital improvement project called *Replacement Stormwater Pump in Stormwater Retention Areas (See Appendix N)*.

    Action: This is to help with Utility Department's operations and maintenance budget. Funded each year basically on an as needed basis. There is not a specific project area identified. The City may need a replacement pump if the flow exceeds the pump capacity. These funds would be used if something comes up that would exceed the operating budget

    Funding: Capital Improvement Program Funds. Could only submit project for a grant if a specific pump or project is identified.

    2017 Progress: This program has been implemented. Pumps are purchased and replaced on an as-needed basis.

12. Encourage the City's departments to come forward with projects to enhance flood mitigation, particularly in repetitive loss areas and areas of frequent flooding for which the Grant Coordinator will pursue appropriate grants to fund the projects. Some examples of available grants are:
    - Flood Mitigation Assistance Grant
    - Hazard Mitigation Grant
    - Pre-Disaster Mitigation Grant
    - Repetitive Flood Claims
    - Severe Repetitive Loss Grant

    Action: The Grant Coordinator will follow up annually on this responsibility and provide a progress report to the Flood Mitigation Task Force in August of each year.

    Funding: Staff Time (operating funds). Matching funds, if required will have to be budgeted in or will be assumed by the homeowner if agreed.

    2017 Progress: The City has applied to the SFWMD Stormwater Grants program and the Local Mitigation Strategy during 2016.

13. Assign an individual to continually update information prior to, during, and after a hurricane or flood event, including road and bridge closures, evacuation orders, emergency shelter locations and electrical outages. This update responsibility can include some of the following options:
    - City website
    - Email advisements
    - Television Government Access Channel
    - BBTV
    - Electronic message boards
    - Reverse 911 telephone system

- E-News
- Public service announcements through local media (radio, newspapers, etc.)
- Social media including Twitter and Facebook
- Citizen Hotlines
- Brochure handouts at Points of Distribution (PODs). The POD in Boynton Beach is the Hester Center.

Action: This is a current City procedure and will continue as is as a responsibility of the Boynton Beach Emergency Management Division. The Standard Operating Procedure written for emergency information dissemination shall include the items listed above.

Funding: Staff time (operating funds)

2017 Progress: This is currently being implemented.

14. Implement the Utility Department *Stormwater Rehabilitation through the Entire City System* capital improvement project (See Appendix N).

Action: This is to help our operations and maintenance. Funded each year basically on an as needed basis. There is not a specific project area identified. This is used if something would exceed the operating budget.

Funding: Capital Improvement Program Funds. Could only submit project for a grant if a specific pump or project is identified.

2017 Progress: Completed.

15. Ensure that City crews maintain and operate all flow control structures for which it is responsible and encourage private and regional entities to do the same.

Action: This is the responsibility of the Utility Department.

Funding: Staff time (operating funds)

2017 Progress: Ongoing coordination with FDOT, SFWMD and LWDD through meetings and workshops.

16. Evaluate the *City of Boynton Beach Flood Mitigation Plan*, particularly the Action Plan, annually.

Action: The Development Department will be responsible to prepare an evaluation of the Flood Mitigation Plan, including the Program for Public Information, for every annual meeting of the Flood Mitigation Plan Task Force. This responsibility will be ongoing.

Funding: Staff time (operating funds)

2017 Progress: The 2017 Flood Mitigation Plan Evaluation was completed in September and this evaluation will be communicated to Commission.

17. Update the *City of Boynton Beach Flood Mitigation Plan* every five years.

Action: The Development Department will be responsible to ensure that the Flood Mitigation Plan is updated every five years and coordinate the update with the *Palm Beach County Unified Local Mitigation Strategy's* five-year update committee.

Funding: Staff time (operating funds)

2017 Progress: This will be done in 2018.

18. Enhance communication methods in preparation for, response to, and recovery from natural hazard events by utilizing social media, smartphone applications, and other new technology.

Action: Palm Beach County has introduced a free smartphone app, PBC DART (Palm Beach County Disaster Assessment and Resource Tool). The American Red Cross Hurricane app use should b e encouraged. The City's Emergency Management Division will continue the use of social media and explore new technology as it becomes available

Funding: Staff time (operating funds)

2017 Progress: Social media is currently being utilized as well as the Fire Department's CodeRED Emergency Notification System.

19. Review City Code of Ordinances and make recommendations, if necessary to strengthen maintenance requirements of private stormwater management facilities, including structures controlling flow and prohibiting parking in swales.

Action: The Utility Department will collaborate with the Building Official, Code Compliance Division and others to make code revisions that would improve private stormwater management facilities attenuation.

Funding: Staff time (operating funds)

2017 Progress: Restrictions on driveway widths and impervious area have been implemented in the Land Development Regulations and included on details in Utilities Engineering Handbook.

20. *Ocean Inlet Drive and Shore Drive Stormwater Improvements* should be submitted as a future Utility Department Capital Improvement Project.

Action: Flood conditions have been observed within these rights-of-way, in part, due to debris in storm drains. Staff recommends purchasing different types

of grates that would help allow for more efficient drainage. The Utilities Department may consider this area for a future capital improvement project.

Funding: Capital Improvement Program Funds. Research the possibility of FEMA grant funds. This mitigation project will be submitted to the Palm Beach County Unified Local Mitigation Strategy (PBC LMS) Project Prioritization List (PPL).

2017 Progress: Ocean Inlet Drive Stormwater Improvements Project was completed in early 2017 with a total cost of $100.000. There are not drainage issues in Shore Drive.

21. Implement the Utility Department *Lake Boynton Estates Neighborhood Utility Improvements* capital improvement plan (See Appendix N).

    Action: Includes potable water mains and stormwater improvements; primarily swales and some exfiltration. The project is in the final design stage is planned to be bid by the end of the calendar year (2012) pending approval of the City, which is being done by procurement in the City Attorney's office.

    Funding: Capital Improvement Program funds. Research the possibility of FEMA grant funds. This mitigation project will be submitted to the Palm Beach County Unified Local Mitigation Strategy (PBC LMS) Project Prioritization List (PPL).

    2017 Progress: Project is completed.

22. Implement the Utility Department *Seacrest Corridor Neighborhood Utility Improvements* capital improvement project (See Appendix N).

    Action: Similar to the Lake Boynton Estates project; primarily a water main project that will include some stormwater improvements such as swaling and exfiltration. It is planned to be out for bid by December 2012.

    Funding: Capital Improvement Program funds. Research the possibility of FEMA grant funds. This mitigation project will be submitted to the Palm Beach County Unified Local Mitigation Strategy (PBC LMS) Project Prioritization List (PPL).

    2017 Progress: Phase I completed in March 2016 with a total cost of $10 Million. Selection of a design-built team for the Phase II implementation with an approximate budget of $2.5 M is underway.

23. Ensure adherence to the City's Emergency Procedures Manual, particularly in the event of evacuation orders.

    Action: A consultant has been hired by the City to update the Emergency Procedures Manual, which will be completed by the end of October 2012. Emergency Management Division personnel should review key components of the procedures before June 1st of each year.

Funding: Staff time (operating funds)

2017 Progress: The City's Emergency Procedures Manual that was adopted in 2013 is still in effect.

24. Complete the inventory of the City's drainage structures.

Action: This is a requirement of the City's National Pollutant Discharge Elimination System (NPDES) permit. As part of the 5-year permit cycle, 20% must be inventoried annually. To be completed by the Utility Department by March 2016.

Funding: Staff time (operating funds)

2017 Progress: This is an ongoing process to fulfill NPDES permit requirements. In addition, field data collection is ongoing to implement and populate the new Utilities GIS system.

25. Implement the following Utility Department Capital Improvement Plan stormwater project: *Stormwater Master Plan and Updates* – Review the status of the City's stormwater system and develop plans for its ongoing maintenance and improvement and ensure compliance with any NPDES regulations (See Appendix N).

Action: This is a "high priority" Capital Improvement Project scheduled to be completed in 2013. This will be a study of the Heart of Boynton area. Has to go to RFQ.

Funding: Capital Improvement Program funds. Research the possibility of FEMA grant funds.

2017 Progress: The Utilities Department implemented a Comprehensive Utilities Optimization Plan which includes a water, waste water and stormwater analysis and rate evaluation.

26. Encourage designation, protection, and maintenance of wetlands, mangroves and environmentally sensitive lands..

Action: The Army Corps of Engineers manages wetland ecosystems and requires permits for certain development activities. The Palm Beach County Department of Environmental Resources Management has no permit authority over jurisdictional wetland areas. All wetland areas claimed as jurisdictional by either the South Florida Water Management District (SFWMD) or the United States Army Corp of Engineers (ACOE) are exempt from the County's vegetation removal process; only native upland vegetation located outside of wetland boundaries are subject to permit. This recommendation is ongoing and is the responsibility of the City's Development Department. There are no plans to change the current approach.

Funding: Staff time (operating funds)

2017 Progress: Conservation overlays are currently a part of the City comprehensive plan and designated on the City's future land use map. This is ongoing as part of development approval process.

27. Encourage FEMA to update Flood Insurance Rate Maps (FIRM) to include base flood elevations in all Special Flood Hazard Areas (SFHA).

Action: FEMA is in the process of updating the County's FIRMs at this time. The Development Department will keep the City updated on the progress of the mapping.

Funding: Staff time (operating funds)

2017 Progress: The Federal Emergency Management Agency (FEMA) has recently developed new flood maps for the City of Boynton Beach which were effective on October 5, 2017. Flood maps are used as a basis for determining flood risks, building requirements and insurance premiums.

28. Increase the correction of localized drainage problems so that Level of Service standards are enhanced.

Action: The Utility Department will continue efforts to maintain, replace, and upgrade drainage features to minimize or eliminate localized drainage problems. The Director of the Utility Department shall submit records in August of each year to the Flood Mitigation Plan Task Force Chair outlining the previous year's accomplishments. This is reported annually to the Department of Environmental Protection.

Funding: Capital Improvement Program funds. Research the possibility of FEMA grant funds.

2017 Progress: The City report to FDEP on the MS4 - Annual Report the drainage improvements projects.

Completed in the previous year:

- Central Seacrest Corridor Utilities Improvements Project Phase I

Ongoing during current year:

- Central Seacrest Corridor Phase II
- North & South Roads
- Ocean Inlet Drive, Completed
- NE 20th Avenue
- Lakeside Garden

29. Require that installation of stormwater management facilities made necessary by new development is the responsibility of the developer.

Action: This is current policy and will continue as is. This activity is ongoing as the responsibility of the Utility Department.

Funding: Staff time (operating funds)

2017 Progress: This continues to be implemented.

30. Identify City parks and unbuildable lots (as determined by the Development Department) that could be designated for permanent open space and encourage such designation where possible.

Action: This responsibility will be a collaboration of the Parks and Recreation Department, Development Department, and the Public Works Department.

Funding: Staff time (operating funds)

2017 Progress: City has a verbal contract with the Developer of the Riverwalk project to acquire approximately 5.76 acres of mangrove land on their parcel south of existing plaza. City will designate as a nature preserve and open space.

31. Consider areas for multiple uses that can be used for storage of floodwaters (retention/detention areas), such as ball fields, public rights of way, parks, and designated open space in locations that have flooding problems.

Action: This will be a joint responsibility of the Utility and Development Departments.

Funding: Staff time (operating funds)

2017 Progress: Evaluation is ongoing. Occasionally staff implements pumping of stormwater runoff to City Parks and Recreation facilities during storm events. No City parks have been designated as permanent open space over the past three years; acquisition of unbuildable lots is not economically feasible at this time.

32. The Development Department shall evaluate the building/site regulations of each zoning district and make recommendations for minimum open space requirements.

Action: The Development Department will be responsible to implement this activity.

Funding: Staff time (operating funds)

2017 Progress: The City is currently in the process of conducting a Land Development Regulation audit as part of the CRA Redevelopment Plan implementation. As part of the audit open space requirements will be reviewed and studied for potential changes.

33. Require new development that requires site plan approval to incorporate historical drainage patterns in the analysis of the required stormwater storage.

    Action: This is current City policy and the collaboration between the Utility and Development Departments will continue as is.

    Funding: Staff time (operating funds)

    2017 Progress: This continues to be implemented.

34. Encourage developing provisions for stormwater design management practices in low-impact development.

    Action: The Utility and Development Departments have joint responsibility for this item.

    Funding: Staff time (operating funds)

    2017 Progress: This is being implemented on a voluntary basis through the Green Building Program.

35. Continue the City's maintenance program to clear debris from stormwater drainage areas.

    Action: The Utility Department will assure that this program is implemented and shall make the records available to the CRS Coordinator each year. This activity is ongoing and the City will continue its current approach.

    Funding: Staff time (operating funds)

    2017 Progress: This is being implemented.

36. As part of the City's NPDES program, continue sediment control to prevent clogged drainage systems such as street sweeping, curb and gutter cleaning and planting vegetation on bare ground.

    Action: This is current policy and the Public Works Department will continue the current approach..

    Funding: Staff time (operating funds)

    2017 Progress: Ongoing.

37. Prioritize the reduction of repetitive loss properties through various means of mitigation, update repetitive loss forms, and strive to remove properties from the Repetitive Loss List.

Action: This is an ongoing activity that will continue as a top priority of the City's Development Department, the results of which will be reported annually to the Flood Mitigation Task Force. This is current policy and will continue as is.

Funding: Staff time (operating funds)

2017 Progress: As there is limited funding to mitigate and acquire property, no mitigation activities have been completed on the City's repetitive loss sites. City will continue to work on a case by case basis as funding opportunities arise.

38. Include notification of grants, loans, and service availability in all City media publications, seminars, and websites that pertain to flood mitigation.

Action: This item will become a part of the City's Program for Public Information (PPI) and will be a joint collaboration between the City Manager's Office and the Development Department.

Funding: Staff time (operating funds)

2017 Progress: Ongoing.

39. Provide information to residents, businesses, property owners on the purpose, importance, and proper maintenance of swales.

Action: This is an ongoing activity by the Utility Department and will continue the current approach.

Funding: Staff time (operating funds)

2017 Progress: The Utility Department continues to implement this.

40. Work with developers when redeveloping commercial or mixed-use sites along the Intracoastal Waterway by encouraging that they dedicate the easternmost portions of land granted as an easement or to be greenways for public access and use.

When redevelopment is proposed on private properties located along the Intracoastal Waterway, staff shall collaborate with the developers to encourage public access along the easternmost portion of the property (e.g., development of a greenway, pedestrian path, bikeway, etc.) by the granting of an easement or other legal means.

Action: This is an ongoing responsibility of the Development Department.

Funding: Staff time (operating funds)

2017 Progress: As part of the Riverwalk (Mixed Use) development approval the developer is required to grant the City a public access easement on their property adjacent to the intra-coastal waterway. This easement must be dedicated prior to issuance of building permits.

41. Consider City acquisition of repetitive loss and/or adaptation action area properties along the Intracoastal Waterway.

    Action: This responsibility will be a collaboration of the City Manager's Office, the Development Department and the Legal Department.

    Funding: Staff time (operating funds). Research the possibility of FEMA and other grant funding.

    2017 Progress: This has not been implemented to date, considering the high cost entailed.

42. Collaborate with Florida Communities' Trust to assist with funds in acquiring properties in the Special Flood Hazard Area (SFHA).

    Action: This responsibility will be a collaboration of the City Manager's Office, the Development Department and the Legal Department.

    Funding: Staff time (operating funds) and grant trust funds.

    2017 Progress: This has not been implemented to date, based on the changes with the City's FIRM maps. This item will be re-evaluated with the recent adoption of the new firm maps. On September 19, 2017 the City Commission approved by ordinance 17-029, the City's adoption of FEMA's Palm Beach County Flood Insurance Rate maps (FIRMs), effective October 5, 2017.

43. Collaborate with the Southeast Florida Regional Climate Change Compact as they make recommendations for land development standards with respect to low-lying coastal areas.

    Action: The City will be asked to pass or approve by Commission resolution to adopt the Compact where feasible for the Boynton Beach community, saying we accept the Compact and will look to incorporate the feasible implementation strategies into the City's land development regulations and Comprehensive Plan. In early 2013 all of the municipalities will be presented with a resolution and will be asked by the County Administrators of Palm Beach, Broward, Miami-Dade and Monroe Counties to adopt. This will be the responsibility of the City Manager's Office.

    Funding: Staff time (operating funds). Research grant funds for implementation.

    2017 Progress: This has not been implemented to date, based on the impending changes with the City's FIRM maps. This item will be re-evaluated upon adoption of the new firm maps.

44. Educate citizens about and encourage them to consider the following forms of retrofitting for areas or buildings with major flooding issues:
    - Install backflow valves on sewer systems
    - Elevation of structures by piers, posts and columns, and pilings
    - Create a secondary water barrier
    - Elevate the lowest floor above the 100-year flood level
    - Wet floodproofing (allowing water to enter uninhabited areas of the structure)
    - Dry floodproofing (sealing the structure to prevent flood waters from entering)
    - Levees and floodwalls (constructing a barrier around the structure to keep out flood waters)
    - Demolition (tearing down the structure and rebuilding with appropriate floodproofing techniques or relocating the structure)
    - Elevate the main breaker or fuse box

    Action: This is an ongoing activity through education and outreach and is the responsibility of the Development Department.

    Funding: Staff time (operating funds)

    2017 Progress: Ongoing.

45. Encourage floodproofing techniques in order to preserve and revitalize neighborhoods.

    Action: This is an ongoing activity through education and outreach and is the responsibility of the Development Department.

    Funding: Staff time (operating funds)

    2017 Progress: Ongoing.

46. Encourage property owners to use qualified hazard mitigation professionals to inspect building foundations and access damage after flood events.

    Action: FEMA, insurance agents, the State National Flood Insurance Program (NFIP) office and the City's Development Department will provide contact information

    Funding: Staff time (operating funds)

    2017 Progress: Ongoing.

47. Identify, inform, and encourage homeowners' associations to install littoral/upland buffer plantings around lakes and retention areas.

    Action: This will be a responsibility of the Development Department through education and outreach.

Funding: Staff time (operating funds)

2017 Progress: Ongoing.

48. Identify privately owned and public natural and beneficial areas in the City and consider expansion of the City's properties that are designated natural and beneficial areas.

Action: The Development Department will implement this item. Recommendations will be presented to the Flood Mitigation Plan Task Force in its Task Force meetings.

Funding: Staff time (operating funds)

2017 Progress: City has a verbal contract with the Developer of the Riverwalk project to acquire approximately 5.76 acres of mangrove land on their parcel south of existing plaza. City will designate as a nature preserve and open space.

49. Maintain strong enforcement of South Florida Water Management District and Lake Worth Drainage District regulations pertaining to floodplain management.

Action: The Utility and Development Departments continue this current policy as is.

Funding: Staff time (operating funds)

2017 Progress: This continues to be implemented.

50. Encourage individual property owners to pursue percolation-oriented drainage improvements using best management practices through outreach and education. Drainage that seeps into the soil, rather than being directed out to the ocean, provides multiple benefits. Not only does it mitigate flooding, but it also recharges the aquifer, enhances water quality, and reduces erosion.

Action: The Development Department will include recommendations pertaining to percolation-oriented drainage in the form of outreach and education. This activity will be ongoing.

Funding: Staff time (operating funds)

2017 Progress: Ongoing, projects typically include exfiltration trench and/or injections wells as part of their onsite storm water management systems. As we further implement the requirements of NPDES program point source discharges are being measured for nutrients and contaminates, as well as best management practices are provided to prevent future discharges.

51. Implement strict enforcement of best management practices for reducing erosion during development activity.

    Action: The Development Department will be responsible to implement this activity. This is current City policy and should continue as is. An accounting of enforcement of this activity will be included in each annual evaluation of this Plan.

    Funding: Staff time (operating funds)

    2017 Progress: Ongoing.

52. Consider dune restoration programs.

    Action: This activity will be the responsibility of the Parks and Recreation Department.

    Funding: Staff time (operating funds). Research the possibility of grant funds.

    2017 Progress: Further study and inventory of the dunes is required prior to any restoration efforts.

53. Research whether the State will provide free sand and sandbags to residents prior to impending floods.

    Action: This will be the responsibility of the City's Emergency Management Division. Research the possibility of the State providing sandbags through the County for distribution at PODs.

    Funding: Staff time (Operating funds)

    2017 Progress: This has not been implemented as a free provision. The County Emergency Management Operations Center can order sand and sandbags if necessary.

54. Ensure optimal staffing of emergency management personnel to receive and respond to emergency events.

    Action: This practice will continue as in the past, in accordance with Incident Command System (ICS) standards and ensuring adherence to the City's Emergency Procedures Manual.

    Funding: Staff time (operating funds)

    2017 Progress: This continues to be implemented.

55. Integrate response to flooded homes with appropriate response organizations (CERT, American Red Cross, faith based organizations and other non-profit entities).

Action: The Emergency Management Division will contact appropriate response organizations at least 24 hours prior to anticipated hurricane or flooding event. During or immediately following the event, contact with these organizations will be made again to ensure integration of response in accordance with the City's Emergency Procedures Manual.

Funding: Staff time (operating funds)

2017 Progress: This is currently implemented during events that provide a warning period.

56. Identify all critical facilities located within SFHAs and make contingency plans for each, in the event of flooding.

Action: The City's Fire and Life Safety Division will collaborate with the Risk Management Department to identify all critical facilities located within the SFHAs and to make the recommended contingency plans by [date] of each year. A preliminary report will be presented to the Palm Beach County Local Mitigation Strategy and the Boynton Beach Flood Mitigation Task Force.

Funding: Staff time (operating funds)

2017 Progress: All critical facilities have been updated.

57. Continue to ensure that all new public buildings that serve first response and critical emergency/public needs, including record/data collection and communication centers/infrastructure, are located outside of flood zones or floodprone areas.

Action: The Development and Engineering Departments will be responsible for this activity and will continue the current policy as is.

Funding: Staff time (operating funds)

2017 Progress: Ongoing.

58. Annually update the list of nursing homes and smaller home care centers (Type 1 Group Homes) in the City and the priority list of critical facilities.

Action: The City's Fire Department completes this every year. This procedure will continue as is.

Funding: Staff time (operating funds)

2017 Progress: This is continuously updated.

59. Confirm that all nursing homes have an emergency plan.

Action: This is required every year by the City's Fire Department and will continue the current procedure as is.

Funding: Staff time (operating funds)

2017 Progress: This continues to be implemented.

60. Keep Special Registry List and share with CERT teams.

Action: This list is maintained by the City's Fire Department and will continue its current approach.

Funding: Staff time (operating funds)

2017 Progress: This continues to be implemented.

61. The Stormwater crew will keep a registry of problem areas that requires the use of vacuum trucks in the event of a flood event, including after regular business hours.

Action: This is current policy and will continue as is. The Stormwater Director will coordinate with the Fire and Life Safety Division.

Funding: Staff time (operating funds)

2017 Progress: This continues to be implemented.

62. Explore funding opportunities to retrofit critical facilities to be more flood and wind resistant.

Action: This is the responsibility of the City Manager's Office and is an ongoing policy that will continue as is.

Funding: Staff time (operating funds)

2017 Progress: No grant funding has been identified to date, but the City monitors grant opportunities on an ongoing basis.

63. Continue to advertise evacuation routes.

Action: This responsibility of the Emergency Management Department will continue as is through education and outreach.

Funding: Staff time (operating funds)

2017 Progress: This continues to be implemented.

64. Post contact information so that citizens know how to contact FEMA post-flood.

    Action: The Emergency Management Department shall ensure that the literature and announcements included in the City's public information outreach includes this information. The City will continue this practice as is.

    Funding: Staff time (operating funds)

    2017 Progress: This continues to be implemented.

65. Provide knowledgeable staff to assist citizens, before, during and after a flood event to help them understand their repair, rebuilding, flooding and mitigation options.

    Action: The Building Official will coordinate this assistance based on staff availability and prioritized needs. This is a current City procedure and will continue as is

    Funding: Staff time (operating funds)

    2017 Progress: Ongoing.

66. Assure annual distribution of printed copies of the *Boynton Beach Hurricane Survival Guide* in multiple languages at City Hall.

    Action: This item will be the responsibility of the Emergency Management Department. Currently the guide is not provided in printed form due to budget constraints.

    Funding: Research grant availability.

    2017 Progress: The guide is provided online but is not available in print.

67. Post the *Boynton Beach Hurricane Survival Guide* and a link to the *Palm Beach County Hurricane Survival Guide* on the City's website in a location that is easily accessed by the community. There are no plans to change this practice.

    Action: This is current practice and will continue as is as the responsibility of the Emergency Management Department.

    Funding: Staff time (operating funds)

    2017 Progress: This continues to be implemented.

68. Implement the City's Program for Public Information (PPI), a copy of which can be found in the Appendix of this Plan.

Action: The Development Department shall be responsible to implement the City's Program for Public information and to report on its annual evaluation and revisions by October 1st of each year.

Funding: Staff time (operating funds)

2017 Progress: Ongoing.

69. Conduct an emergency procedures public outreach campaign (chambers, civic groups, etc.).

Action: The Emergency Management Department will continue this activity as is.

Funding: Staff time (operating funds)

2017 Progress: This continues to be implemented.

70. Continue to work with the City Housing Program to provide education to homebuyers regarding flood information.

Action: The Development Department will follow up with the Flood Mitigation Task Force annually on this responsibility by October 1st of each year.

Funding: Staff time (operating funds)

2017 Progress: Ongoing.

71. The Community Rating System (CRS) program should sponsor an information session and invite the insurance industry, Florida League of Cities and other interested parties to distribute information on potential insurance premium discounts, provide information to contractors and homeowners on the risks of building in hazard-prone areas and mitigation, provide the public with Federal Emergency Management Agency (FEMA) floodplain maps and develop a list of techniques for homeowner self-inspection and implementation of mitigation activities.

Action: The Palm Beach County CRS Users' Group, of which the City of Boynton Beach is a member, will work with the CRS Program to implement this activity. Much of this information is distributed at the CRS Users' Group's Hurricane Expo which in held in June of each year.

Funding: Staff time (operating funds)

2017 Progress: 2016 and 2017 Yearly Boynton Beach Hurricane Fair.

72. Research if the realtor community has a hazard disclosure requirement for deed transfers, leases or other contracts for sale or exchange of property in flood hazard areas.

Action: This will be the responsibility of the Development Department.

Funding: Staff time (operating funds)

2017 Progress: For properties that are being acquired with mortgages, typically the mortgage company requires a flood map determination or elevation certificate to verify if property is located within a SFHA. Currently there are no requirements for realtors to research flood hazard information.

73. The City shall discourage hospitals, congregate living facilities for persons with special needs, nursing homes and the like from locating within Coastal High Hazard Area (CHHA) and shall encourage such existing facilities to relocate to safer locations within the City.

Action: This responsibility will be with the Development Department.

Funding: Staff time (operating funds)

2017 Progress: Ongoing.

City of Boynton Beach

Program for Public Information Evaluation Report
May – December 2017

Prepared for the City of Boynton Beach by CRS Max Consultants, Inc.

INTRODUCTION

The City of Boynton Beach has been actively participating in the Community Rating System (CRS) since it entered the program in October 1991. The CRS is a component of the National Flood Insurance Program (NFIP) which provides reductions to flood insurance premiums for residents and businesses within participating communities. In 2017 Boynton Beach advanced from a CRS rating of 7 to a rating of 6, which provides a 20% reduction in flood insurance premiums for properties located in a Special Flood Hazard Area (SFHA), and a 10% discount for those outside the SFHA. These discounts are achieved as a result of community flood hazard mitigation programs, including public information activities. For communities to maintain their achieved flood insurance premium discounts, they must continue to implement their programs and provide annual status reports to the NFIP.

The City has developed a comprehensive outreach program to educate the community on the benefits of floodplain management and to highlight the importance of flood mitigation. In April 2013, the City established a Program for Public Information (PPI) Committee and began the process of evaluating existing outreach efforts and making recommendations to improve outreach. The Committee's work included the following:

- Assessment of the community's public information needs
- Formulation of messages and their intended effects
- Identification of outreach projects to convey the messages
- Examination of other information initiatives
- Preparation of a Program for Public Information (PPI) Implementation Guide

The PPI Implementation Guide was adopted by the City Commission on September 15, 2015.

PPI COMMITTEE ANNUAL EVALUATION MEETING

In accordance with the *CRS Coordinator's Manual*, the City PPI Committee must meet annually to monitor and evaluate the implementation of flood-related outreach. The Committee assesses whether desired outcomes are achieved and what, if anything, should be changed. The PPI Committee met on August 31, 2017 from 3:30 – 5:00 PM. Committee members and other meeting attendees are listed below.

Committee Members

Community Stakeholders:

Donald Brady, Vice President, R.V. Johnson Insurance (representing insurance)
Jessica Glenn, City of Boynton Beach resident
James Nugent, EVP, Palm Beach Community Bank (representing banking) and Director At Large of the Greater Boynton Beach Chamber of Commerce
Larry Taylor, City of Boynton Beach resident

City Staff:

Angela Prymas, Utilities Senior Engineer, CRS Coordinator, and PPI Committee Chair
Rebecca Harvey, Sustainability Coordinator
Howard Kerr, Contract Coordinator and Outreach Specialist

Additional City Staff

Chris Roschek, Engineering Division Manager

Facilitators

Earl King, CFM, Vice President, CRS Max Consultants, Inc.
Joan Van Stone, CFM, Consultant, CRS Max Consultants, Inc.

OUTREACH MESSAGES AND OUTCOMES

The PPI Implementation Guide identifies 10 flood-related messages and associated outcomes (Table 1). The Committee reviewed these messages and outcomes at the annual meeting and agreed to keep them.

Table 1. Messages and Desired Outcomes	
Message	**Outcome**
1. Know your flood hazard	More map information inquiries
2. Insure your property for flood hazard	Increase in the number of flood insurance policies
3. Protect people from the hazard	Fewer water rescues and police citations for ignoring barricades
4. Protect your property from the hazard	Reduced property loss due to flooding
5. Build responsibly	Reduced number of building department citations
6. Protect natural floodplain functions	Improved water quality as reported in NPDES
7. PPI: Be prepared for hurricanes	Reduced property loss from hurricanes
8. PPI: Maintain your storm drains	Reduced street flooding events from clogged storm drains
9. PPI: Be prepared for storm surges	Increased evacuation in storm events
10. PPI: Be prepared for sea level rise	Increased openness to freeboard restrictions

TARGET AREAS AND AUDIENCES

The Committee reviewed the target areas and audiences identified in the PPI and agreed that, while it is important that the whole community receive information pertaining to flooding, the following areas and groups need to continue to be targeted.

Target Areas

1. Properties in Repetitive Loss Areas
Any area that has been subject to repetitive losses from flooding, as defined by the NFIP, needs to be targeted for public information. Targeted outreach to property owners in these areas will be undertaken more frequently than on an annual basis. The information specified in the *2017 CRS Coordinator's Manual* will be included.

2. Areas that were impacted by the January 2014 flood
The 1,000-year flood event in January 2014 identified areas in the City that are particularly vulnerable to flooding. The property owners could benefit from public information, especially that which encourages purchase of flood insurance.

Target Audiences

1. Homeowner associations play a critical role in neighborhood outreach and can be efficiently contacted through a neighborhood database maintained by the City.

2. Property management companies can have a strong influence on the decisions of homeowners.

3. Greater Boynton Beach Chamber of Commerce represents a major component of the local business community. James Nugent, current Director at Large of the Chamber, serves on the PPI Committee and can effectively disseminate flood-related information to its members.

4. Landscaping companies are an important target audience because grass clippings and debris they produce can accumulate in storm drains and reduce drainage flows, making flooding more likely.

In addition to the groups listed above, which were identified in the PPI Implementation Guide, the Committee determined to add three additional target audiences:

5. Properties recently designated as within a Special Flood Hazard Area (SFHA) by the new FEMA Flood Insurance Rate Maps released in October 2017. FEMA, in cooperation with Palm Beach County, recently initiated the Palm Beach County Map Change Campaign, a media campaign designed to promote flood insurance. Properties recently designated as being located within Special Flood Hazard Areas were targeted for special outreaches.

6. Condominium associations (in addition to homeowner associations)

7. Coastal properties on the Intracoastal Waterway and the Ocean which are especially impacted by seasonal King Tides and sea level rise

OUTREACH PROJECT ASSESSMENT

The City of Boynton Beach PPI Implementation Guide recommends a total of 28 projects and initiatives to enhance the City's outreach program. This list includes ongoing outreach methods as well as some that are recommended at specific times during a year (e.g., at the beginning of hurricane season or immediately before or after a storm or tide event). Decisions as to which specific projects are most appropriate to implement each year are left to the discretion of City staff.

At the annual evaluation meeting, the PPI Committee reviews the list of recommended outreach projects, reports on outreach conducted over the past year, and recommends new projects to continually improve the PPI. Highlights of the City's PPI outreach from May through October 2017 are as follows:

- Publication of a “Flood Hazard Information” brochure which was distributed by mail and/or email to all Boynton Beach Utilities service customers in September–October, 2017
- Regional outreach Palm Beach County TV Channel 20. Palm Beach County’s Department of Emergency Management provides storm and flood-related information on Channel 20, which is available to the whole Palm Beach community. Programs are aired continually and include such topics as the Governor’s Hurricane Conference and messages from State and County emergency management authorities.
- Booth at Home Depot Safety Expo. Each year local jurisdictions work together with local Home Depot stores to distribute information pertaining to hurricane preparedness. This year’s expo took place in Boynton Beach at 1500 8th Avenue on June 6, 2017.
- Article on storm drain maintenance included in the Boynton Beach Utilities 2016 Water Quality Report, which was mailed to approximately 43,000 Boynton Beach Utilities service customers, posted on the City website, and posted on the City’s Facebook page in June 2017
- Yellow Pages – Palm Beach County includes flood-related information in the Yellow Pages of its community’s telephone books. Topics include property protection, flood insurance and hurricane preparedness.
- Installation of 300 new storm drain stickers throughout the City, which read “Keep pollution out of our waters! This inlet drains to local waterways”
- Eight flood-related Facebook posts on the Boynton Beach Utilities Facebook page using the hashtag #FloodFridays, reaching a combined total of 1,967 people
- Creation of a designated City Flood Awareness Hotline at 561-742-6366
- Maintenance of a Flood Awareness web page on the City’s website (http://www.boynton-beach.org/floodinfo/).
- Coordination with Florida Department of Transportation and Palm Beach County about new construction projects and maintenance of State and County roads; coordination with Lake Worth Drainage District about canal maintenance
- Participation in “Inlet-to-Inlet Micro Regional Collaboration” with municipalities from Boca Raton to Lake Worth, to address climate and sea level rise adaptation planning
- Upcoming public Flood Awareness Workshop on November 8, 2017 featuring presentations on City stormwater management services, sea level rise, and the new FEMA Flood Insurance Rate maps

A complete list of outreach projects implemented from May 2017 to April 2018 will be included in a spreadsheet accompanying this report when submitted for the City’s annual recertification prior to May 1, 2018.

FLOOD RESPONSE PREPARATIONS

The City of Boynton Beach has a Flood Response Preparations plan (FRP) that is intended to prepare messages and materials before the threat of a storm, thereby reducing the time, effort, and resources required to disseminate important information when needed. The FRP guides the municipality through outreach efforts immediately before, during, and after a possible flood event. The PPI Committee enlisted Boynton Beach Fire Marshal Kathy Cline to conduct an annual review of the FRP, a role formerly performed by recently retired Fire Marshal Rick Lee.

The FRP was not implemented during the year prior to the PPI Committee meeting on August 31, 2017, as there had been no significant flood events during that time. However, soon after the PPI Committee meeting, on September 9–10, the City was impacted by Hurricane Irma. The PPI Committee documented the application of the City's FRP in communicating messages to the community before, during, and after Hurricane Irma. This documentation will be included in the spreadsheet that will accompany this report when it is submitted for CRS recertification prior to May 1, 2018.

FLOOD INSURANCE PROMOTION

The PPI Committee confirmed its commitment to continually promote flood insurance to property owners and renters in the original two target areas identified in the PPI Implementation Guide, plus two additional areas:

1. Properties in Repetitive Loss Areas

2. Areas that were impacted by the January 2014 flood

3. Other flood-prone areas of the City

3. Properties recently designated as within an SFHA by the new FEMA Flood Insurance Rate Maps released in October 2017

From May through October 2017 the City of Boynton Beach has continued to promote flood insurance across the target areas using a variety of outreach methods, including the following:

- Direct mailings to properties in Repetitive Loss Areas
- Letter from the City's elected officials accentuating the importance of flood insurance, mailed to all Boynton Beach Utilities service customers as part of the Flood Hazard Information brochure in September–October 2017
- City website
- City social media posts
- City Flood Awareness Hotline
- Flood Awareness Workshop, November 8, 2017

Documentation of outreach pertaining to flood insurance promotion will be included in the spreadsheet that will accompany this report when it is submitted for CRS recertification prior to May 1, 2018.

DISTRIBUTION OF PPI ANNUAL REPORT

Per CRS requirements, this report will be submitted to the City of Boynton Beach Commission and included in the annual CRS recertification submittal prior to May 1, 2018.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION: Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities as described in the written report for May 1, 2018 - "Request for Extensions and/or Piggybacks."

EXPLANATION OF REQUEST:
As required, the Finance/Procurement Department submits requests for award to the Commission; requests for approval to enter into contracts and agreements as the result of formal solicitations; and to piggy-back governmental contracts. Options to extend or renew are noted in the "Agenda Request Item" presented to Commission as part of the initial approval process. Procurement seeks to provide an accurate and efficient method to keep the Commission informed of pending renewals and the anticipated expenditure by reducing the paperwork of processing each renewal and/or extension individually and summarizing the information in a monthly report (as required).

VENDOR(S)	DESCRIPTION OF SOLICITATION	SOLICITATION NUMBER	RENEWAL TERM
AON CONSULTING, INC.	Pension Benefit Consultant	City RFP No. 015-1210-17/JMA	May 1, 2018 thru April 30, 2019
MURPHY PIPELINE CONTRACTORS (PRIMARY); KILLEBREW, INC. (SECONDARY)	Pre-chlorinated Pipe Bursting of Potable Water Mains	City Bid No. 036-2821-16/TP	May 17, 2018 thru May 16, 2019

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
This renewal report will be used for those solicitations, contracts/agreements and piggy-backs that are renewed/extended with the same terms and conditions and pricing as the initial award.

FISCAL IMPACT: Budgeted
Funds have been budgeted under line items as noted on the attached report.

ALTERNATIVES:
Not approve renewals and require new solicitations to be issued.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Attachment	Renewal Report - May 1, 2018
Attachment	Renewal Interest - AON Consuting
Attachment	Renewal Interest - Murphy Pipeline
Attachment	Renewal Interest - Killebrew

CITY OF BOYNTON BEACH
REQUESTS FOR BID EXTENSIONS AND PIGGY-BACKS
May 1, 2018

REQUESTING DEPARTMENT: ***CITY MANAGERS OFFICE***
DEPARTMENT CONTACT: ***Tim Howard***
TERM: ***May 1, 2018 thru April 30, 2019***
SOURCE FOR PURCHASE: ***City RFP No. 015-1210-17/JMA***
ACCOUNT NUMBER: ***001-1211-512-49-17***
VENDOR(S): ***AON CONSULTING, INC.***
ANNUAL ESTIMATED EXPENDITURE: ***$35,000.00***

DESCRIPTION:
On August 15, 2017, City Commission approved a one-year Agreement with AON Consulting, Inc. for Pension Benefit Consulting Services.

The Agreement allows for two (2) additional one-year renewal terms under the same prices, terms and conditions. AON Consulting, Inc. has agreed to renew the Agreement for an additional one-year term.

REQUESTING DEPARTMENT: ***UTILITIES***
DEPARTMENT CONTACT: ***Joe Paterniti***
TERM: ***May 17, 2018 to May 16, 2019***
SOURCE FOR PURCHASE: ***City Bid No. 036-2821-16/TP***
ACCOUNT NUMBER: 403-5000-533-65.02

VENDOR(S): ***Primary – Murphy Pipeline Contractor; Secondary – Killebrew, Inc.***
ANNUAL EXPENDITURE: ***$3,000,000.00***

DESCRIPTION:
On May 17, 2016, City Commission approved two-year contracts with Murphy Pipeline Contractor as primary vendor and Killebrew, Inc. as secondary vendor for pre-chlorinated pipe bursting of potable water mains. .

The Contracts allow for three (3) additional one-year renewal options with the same prices, terms and conditions. Both vendors agreed to renew the Contract for the first one-year renewal option thru 2019.

The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

March 12, 2018

Mark Meyer, Partner, Public Sector - Retirement
Hewitt Associates LLC
7650 W. Courtney Campbell Causeway
Tampa, FL 33607
Via email transmission to: mark.meyer.2@aonhewitt.com

RE: "RFP FOR PENSION BENEFIT CONSULTANT"

RFP No.: 015-1210-17/JMA

CONTRACT PERIOD: *MAY 1, 2017 THRU APRIL 30, 2018*

Dear Mr. Meyer:

The subject RFP for "PENSION BENEFIT CONSULTANT" will expire on April 30, 2018. This RFP allows for two (2) additional one-year renewals under the same prices, terms and conditions. The City of Boynton Beach would like to renew this contract with AON Hewitt for the first one-year renewal term under the same terms and conditions.

Please indicate your response on the following page and return it via email to triestmani@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Ilyse Triestman, Purchasing Manager at (561) 742-6322. Thank you.

Sincerely,

Tim W. Howard
Assistant City Manager - Administration
Director of Financial Services

cc: Julie Oldbury, Director of Human Resources and Risk Management
File

The City of Boynton Beach

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100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

RFP NO. 015-1210-17/JMA FOR PENSION BENEFIT CONSULTANT

CONTRACT RENEWAL PERIOD: ***MAY 1, 2018 THRU APRIL 30, 2019***

__X__ Yes, I agree to renew the existing agreement with the same Terms and Conditions for the renewal period of May 1, 2018 thru April 30, 2019.

_____ No, I do not wish to renew the agreement for the following reason(s): _____

_____

_____

_____

AON CONSULTING, INC.
NAME OF COMPANY

SIGNATURE

Jennifer Henrikson
NAME OF REPRESENTATIVE
(Please print)

VP-Legal
TITLE

March 19, 2018
DATE

847-295-5000
(AREA CODE) TELEPHONE NUMBER

E-MAIL ADDRESS

The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

BID NO. 036-2821-16/JMA – PRE-CHLORINATED PIPE BURSTING OF POTABLE WATER MAINS (RE-BID)

CONTRACT RENEWAL PERIOD: ***MAY 17, 2018 THRU MAY 16, 2019***

✓ Yes, I agree to renew the existing agreement with the same Terms and Conditions for the renewal period of May 17, 2018 thru May 16, 2019.

_____ No, I do not wish to renew the agreement for the following reason(s): _____

_____

_____

_____

MURPHY PIPELINECONTRACTORS, INC.

MURPHY PIPELINE CONTRACTORS INC
NAME OF COMPANY

A. J. MAYER
NAME OF REPRESENTATIVE
(Please print)

3-14-18
DATE

andyM@Murphypipelines.com
E-MAIL ADDRESS

SIGNATURE

PRESIDENT
TITLE

904-764-6887
(AREA CODE) TELEPHONE NUMBER

The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

March 13, 2018

Andy Mayer
Murphy Pipeline Contractors, Inc.
1876 Everlee Road
Jacksonville, FL 32216

VIA EMAIL TRANSMITTAL TO: andym@murphypipelines.com

BID NO. 036-2821-16/JMA – PRE-CHLORINATED PIPE BURSTING OF POTABLE WATER MAINS (RE-BID)

CURRENT CONTRACT PERIOD: ***MAY 17, 2016 THRU MAY 16, 2018***

Dear Mr. Mayer:

The subject Contract for "PRE-CHLORINATED PIPE BURSTING OF POTABLE WATER MAINS (RE-BID)" will expire on May 16, 2018. This Contract allows for three (3) additional one-year renewals under the same prices, terms and conditions. The City of Boynton Beach would like to renew this contract with Murphy Pipeline Contractors for an additional one-year term under the same terms and conditions.

Please indicate your response on the following page and return it via email to triestmani@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Ilyse Triestman, Purchasing Manager at (561) 742-6322. Thank you.

Sincerely,

Tim W. Howard
Assistant City Manager - Administration
Director of Financial Services

cc: Joe Paterniti, Interim Utilities Director
File

The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

BID NO. 036-2821-16/JMA – PRE-CHLORINATED PIPE BURSTING OF POTABLE WATER MAINS (RE-BID)

CONTRACT RENEWAL PERIOD: ***MAY 17, 2018 THRU MAY 16, 2019***

_X_ Yes, I agree to renew the existing agreement with the same Terms and Conditions for the renewal period of May 17, 2018 thru May 16, 2019.

____ No, I do not wish to renew the agreement for the following reason(s): _____

_____

_____

_____

KILLEBREW, INC.

Killebrew, Inc.
NAME OF COMPANY

SIGNATURE

William C. Thomas, IV
NAME OF REPRESENTATIVE
(Please print)

President
TITLE

March 16, 2018
DATE

(863) 701-0273
(AREA CODE) TELEPHONE NUMBER

Bill@Killebrewinc.net
E-MAIL ADDRESS

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION:
Approve the minutes from City Commission meeting held on April 17, 2018.

EXPLANATION OF REQUEST:
The City Commission met on April 17, 2018 and minutes were prepared from the notes taken at the meetings. The Florida Statutes provide that minutes of all Commission meetings be prepared, approved and maintained in the records of the City of Boynton Beach.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? A record of the actions taken by the City Commission will be maintained as a permanent record.

FISCAL IMPACT: Non-budgeted N/A

ALTERNATIVES: Do not approve the minutes

STRATEGIC PLAN: Building Wealth in the Community

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
	Minutes	Minutes 04-17-18

MINUTES OF THE REGULAR CITY COMMISSION MEETING HELD ON MONDAY APRIL 17, 2018, AT 6:30 P.M. IN COMMISSION CHAMBERS, CITY HALL 100 E. BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA

PRESENT:

Christina Romelus, Vice Mayor
Justin Katz, Commissioner
Mack McCray, Commissioner
Joe Casello, Commissioner

Lori LaVerriere, City Manager
Jim Cherof, City Attorney
Judith A. Pyle, City Clerk

ABSENT:

Steven B. Grant, Mayor

1. OPENINGS

A. Call to Order - Mayor Steven B. Grant

Chair Grant called the meeting to order at 6:30 p.m.

Invocation

Commissioner McCray gave the invocation

Pledge of Allegiance to the Flag led by Commissioner Casello

Roll Call

City Clerk Pyle called the roll. A quorum was present.

Agenda Approval:

1. Additions, Deletions, Corrections

Attorney Cherof made a request to table Public Hearing A, Purposed Ordinance 18-005, regarding telecommunication. Requested to remove Public Hearing B, Major Site Plan Modification, also request to table 12-A, a request from the Mayor for an update on the opioid and gun lawsuits to the next Commission meeting.

Vice Mayor Romelus requested a motion.

Motion

Commissioner McCray motioned to table Public Hearing A. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

Vice Mayor Romelus requested a motion.

Motion

Commissioner McCray motioned to table Legal 12-A. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

Vice Mayor Romelus requested a motion.

Motion

Commissioner McCray motioned to remove Public Hearing B. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

Vice Mayor Romelus requested a motion.

Motion

Commissioner McCray motioned to remove from the table. Commissioner Casello seconded the motion.

Vote

Unanimously passed

Lori LaVerriere, City Manager indicated she received messages from Representative Al Jacquet and Senator Bobby Powell stating they were unable to make it to tonight's meeting and wanted to reschedule for the May 1, 2018 meeting.

2. Adoption

Vice Mayor Romelus asked for a motion to approve the agenda as amended.

Motion

Commissioner McCray moved to approve agenda as amended. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

2. OTHER

A. Informational items by Members of the City Commission

Commissioner Katz stated he had no disclosures.

Commissioner McCray stated he had no disclosures. Mentioned he was at an INCA meeting he was very impressed with Officer Koch. Stated there was nothing could be done regarding delict boats in State waters. He spoke with the City attorney and was hoping to see if the City of Boynton Beach could have these rules changed in the State. He wanted to thank a worker in the utilities, for going beyond what was expected.

Commissioner Casello indicated he had no disclosures. He wanted to make an announcement of the rededication of the dog park for Officer Joseph Crowder who passed away un-expectantly. He was a 12 year veteran and was a K-9 Officer. Tomorrow there will be an unveiling of a bronze statue.

Vice Mayor Romelus attended a food give away at Sara Sims Park. More than 200 families received food. This was done in partnership with e-roadmap.

Commissioner McCray announced on Thursday, April 19, at 5:00 pm, Dr. Debra Robinson will have a fund raiser at Troy's Restaurant.

Commissioner Casello announced he was having a fundraiser at Cooper Point Brewery. They are having a one-time, released beer called the Commish. Informed the audience he was a candidate for House District 90.

3. ANNOUNCEMENTS, COMMUNITY & SPECIAL EVENTS & PRESENTATIONS

A. Legislative update from Representative Al Jacquet. **(rescheduled)**

B. Legislative update from Senator Bobby Powell. **(rescheduled)**

C. Announce that Boynton Beach Utilities will be hosting a Water Conservation Workshop for the public on Wednesday, April 25, 2018 from 5:30-7:00 pm at

Intracoastal Park Clubhouse, 2240 North Federal Highway. Water Conservation Workshop on April 25, 2018.

Vice Mayor Romelus announced Boynton Beach Utilities will be hosting a Water Conservation Workshop for the public on Wednesday, April 25, 2018 from 5:30-7:00 pm at Intracoastal Park Clubhouse, 2240 North Federal Highway. The workshop will be led by Rebecca Harvey, Sustainability Coordinator.

D. Announcement by Mary DeGraffenreidt, Events and Program Manager of the Concert on the Green Event that will be held Saturday, April 21st at The Links of Boynton Beach from 3 - 6 p.m.

Vice Mayor Romelus announced the Concert on the Green event being held April 21, 2018.

Mary DeGraffenreidt, Events and Program Manager announced if anyone liked a scenic view of nature, the sound of good music, family friendly games and activities, please come out on Saturday April 21, at the beautiful Links of Boynton Beach from 3-6 pm. The Club Scouts of Boynton Beach will collect recycling at the event. Families will have the opportunity to enjoy nature, play a variety of active games which promote health and fitness. Transportation will be provided for those who need assistance. Noted at 4:00 pm, El Tribe band will rock the Golf Course with a variety of music. American Sign Language interpreters will be onsite during the concert.

Commissioner McCray said this was one of those events which a blanket and a chair would be needed.

E. Proclaim April 28, 2018 as Arbor Day.

Vice Mayor Romelus proclaimed April 28, 2018 as Arbor Day.

Glenda Hall, Forestry and Grounds Manager, said the City of Boynton Beach celebrated Arbor Day at Barrier Free Park by planting trees with St. Joseph School 8th grade class. She presented hats to the Commission and Mayor.

4. PUBLIC AUDIENCE

INDIVIDUAL SPEAKERS W ILL BE LIMITED TO 3 MINUTE PRESENTATIONS (at the discretion of the Chair, this 3 minute allowance may need to be adjusted depending on the level of business coming before the City Commission)

Minister Bernard Wright, 713 NW 2 street, CEO Bernard Wright Ministry and the Robert E. Wells Foundation, wanted to commend retiring Jeff Livergood and present him with a certificate from the Heart of Boynton Beach residences for his gracious service. Well wishes on his journey.

Charles Kanter, 2905 South Greenleaf Circle, noted based on what was on the agenda, Quantum will be welcoming the City Hall into the Quantum Community. He stated there were some of the best restaurants in town, some of the nicest facilities. He was requesting some speed bumps on Quantum Boulevard. It was not so much the volume of the traffic, it was the high speed of the traffic. He was only asking for parity with Renaissance Commons.

Vice Mayor Romelus requested staff to put together a report regarding the speed bumps.

Susan Oyer, **140 SE 27th Way**, noted Earth Day was quickly approaching. Distributed some information regarding Earth Day. The City of West Palm was planting 10,000 trees in 10 years. The City of West Palm Beach was giving away free trees. She believed it was time to focus on Boynton Beach. Boynton Beach needs more trees, especially on the major roads. There was no reason why we are not as beautiful as Boca Raton. The City of Boynton Beach should have some big beautiful trees. Good Luck Jeff Livergood.

Suzanne Ross, Schoolhouse Children's Museum & Learning Center, indicated Palm Beach and Martin County will have "The Great Give". This was a 24-hour online giving event to raise funds for non-profits throughout the community. Some of the nonprofits participating were Habitat of Humanity Connect to Boynton, Eat Better Live Better, Faith Farm ministry and many more. She requested the City to get involved with "the Great Give". On Saturday May 5th the Museum will host the Princess and Superhero Day.

Samantha Shields, The Hat Foundation, spoke about the Hunger Crisis; informed the Commission 12% of Americans are facing hunger conditions daily. She indicated there were 38M people going hungry every day. The Foundation has taken the positon to feed 1M children by September 18, 2018. They are requesting help from the City Commission to support this cause. She noted it only takes 10,000 people to pledge $100 to raise $1M.

Commissioner McCray asked the location of the foundation. Ms. Shields responded the Foundation does not have a physical location.

Joe Maryuma introduced himself as a candidate for Judge for Palm Beach Circuit Court Group 18. He provided some information regarding his background. He graduated from Florida Atlantic University in 2002 Magna Cum Laude and attended Florida International University Law School where he graduated Cum Laude, 5th in his class. He currently represents juveniles. He has been the Assistant Public Defender for Palm Beach County for the 12 past years. Mr. Maryuma stated he has a strong commitment to promoting the judicial economy. People should not have to wait years for a case to conclude. He stated he has learned that a good judge should be fair, respectful and efficient. The primary is August 28, 2018.

Harry Woodworth, 985 NE 5th Place, noted one of the sober homes had closed and gone home. Stated Ocean Palm Plaza also known as Yachtsman Club, met with the City before Christmas, and has done very little to comply. There was a landscaping plan which has been in effect since 1993. The landlord paved one of the areas and planted some grass, but did not irrigate; the grass died. Mr. Woodworth said something needed to be done about this; the guy was doing absolutely nothing. The City Code has requirements, which the landlord was not following.

Vice Mayor Romelus said to bring this to the CRA where it can be discussed, she indicated they could not discuss funding at this venue. Mr. Woodworth stated it was not a funding issue, this was a compliance issue.

Tim Collins, Fish Depot Seafood Market, came to the Commission to request the City Manager consider a Land Use Ordinance change. He noted the kitchen which was being used was in an old air stream trailer, it was not adequate to keep up with the demand. Mr. Collins indicated container boxes can be used to house his kitchen equipment. They are using a container in Miami Dade County as well as Broward.

Vice Mayor Romelus requested to add this as a Future Agenda item.
Mr. Collins said beyond a restaurant use, these container boxes can have houses inside. Ms. LaVerriere stated the staff had conversations regarding these container boxes. Commissioner McCray asked to provide some information on the containers for discussion. Ms. LaVerriere stated in the first meeting in May staff will have some information for discussion regarding the container boxes. **Andrew Mack, Director of Development,** advised the best thing to do was to have Mr. Collins meet with staff to discuss his vision.

Herb Suss, 1711 Wood Fern Drive, noted on June 2, 2018 the City will see the CERT people in action. He has always spoken about climate changes; there was a current which goes up the east coast that will cause a major effect on the climate. He informed the Commission Madeline Albright has just written a book on Fascism. He said one broadcasting company now owns 70% of the Nation's news stations. Mr. Suss asked about the status of the Police Chief search

Ms. LaVerriere replied the application submittal period ended April 2, 2018. A review of the applicants will begin by the end of June.

Vice Mayor Romelus saw no one coming forward, Public Audience was closed.

Vice Mayor Romelus recognized the City retiring staff member Jeff Livergood and recognize a staff member of Lois Frankel's office

Ms. LaVerriere stated next Friday is Mr. Livergood's last day. She stated Jeff was her go to person when institutional knowledge was needed. As part of Jeff's retirement he has purchased a travel vehicle. He has named the vehicle the beast.

Mr. Livergood said the lettering BEAST-Brad's Education Account Spent trekking. His son had made him very proud as a father. He recalled there was a project he was involved on a steering committee where the City established its values; diversity, integrity, stewardship and creativity. The values are not spoken about as much; we are well served to be reminded of those core values. Getting employees to think for themselves and not being criticized for new ideas.

Commissioner McCray noted it has been a pleasure to work with Jeff and hoped he enjoys his retirement.

Commissioner Casello said Jeff has always made him look like a rock star. Whenever there were any issues, they were taken care of immediately. Jeff has always thought outside of the box. He taught his employees to think outside the box. He had made Boynton Beach a better place.

Commissioner McCray told of a time when Jeff had taken the doors off at Sara Sims Park; when asked what he was doing, he said he was thinking outside the box. I told him to get back in the box; they had a great laugh.

Commissioner Katz wished Jeff well and indicated the highest compliment an employee can be paid was to be called professional, which means someone who does what was expected and goes above and beyond and does it well. Commissioner Katz said no one could be critical of the work which Mr. Livergood has done for the City of Boynton Beach.

Mr. Livergood noted the City was in good hands. He had an awesome opportunity at the City of Boynton Beach.

Vice Mayor Romelus said at her first budget meeting she got a little riled up, Jeff came to her after the meeting and gave her the best compliment "she got it". Jeff, you are one of a kind.

5. ADMINISTRATIVE

A. Appoint eligible members of the community to serve in vacant positions on City advisory boards.

The following Regular (Reg) and Alternate (Alt) Student (Stu) and Nonvoting Stu (N/V Stu) openings exist:

Arts Commission: 2 Alts
Building Board of Adjustments & Appeals: 2 Reg and 1 Alts
Employee Pension: 1Reg
Senior Advisory Board: 1Reg and 2 Alts

Vice Mayor Romelus stated there were no applicants for any of the vacant positions.

6. CONSENT AGENDA

Matters in this section of the Agenda are proposed and recommended by the City Manager for "Consent Agenda" approval of the action indicated in each item, with all of the accompanying material to become a part of the Public Record and subject to staff comments

Vice Mayor Romelus pulled item 6-D.

A. **PROPOSED RESOLUTION NO. R18-060**- A resolution amending Resolution R92-96 relating to the water, wastewater and stormwater utility system..

B. **PROPOSED RESOLUTION NO. R18-061** - Approve amending a 60-month agreement for the purchase of WAN network connectivity services from Comcast Business Communications, LLC for $8,000 a month, utilizing the General Services Administration (GSA) contract # GS-35F-184BA. The City is allowed to purchase from this GSA contract.

C. **PROPOSED RESOLUTION NO. R18-062** - Authorize the City Manager to sign Task Order R13-063-12 with CH2M HILL Engineers, INC. for technical assistance in the preparation and approval of the Operational Permit for Aquifer Storage and Recovery Well #2 (ASR 2) in the sum of $58,538.24 utilizing our existing contract for Hydrogeological Consulting Services, RFQ No. 029-2821-13/DJL.

D. Authorize the purchase of the following: Total Response Call Handling Solution from Power Phone, Inc. of Madison, CT in the amount of $64,588.00 as a Sole Source vendor. The purchase of Microsoft SQL Server Standard from Software House International (SHI) in the amount of $5,179.58, utilizing State of Florida Licensing Solutions Providers(LSP) of Microsoft Software and Services, term contract # 43230000-15-02. All costs to be reimbursed by Palm Beach County 911.

Captain Kelly Boynton Beach Police Department, and Captain McNiven, explained this purchase was for replacing ProQA and Aqua Software which provides dispatchers with pre-arrival instructions for callers with a medical emergency. This program was extremely rigid and has arbitrary standards which have nothing to do with patient care, often requiring dispatchers to ask questions which have nothing to do with a caller's emergency. If the dispatcher deviates from the listed instructions, the call is considered non-compliant which makes getting the Dispatch Center accredited through IAED. The current program is also one dimensional as it only provides instructions for medical calls. Power Phone provides 90 plus integrated protocols for police, fire, and medical calls. The program is completely customizable to the agency which allows the City of

Boynton Beach to make modifications to fit the citizens of Boynton Beach. The protocols provided are guided, but also flexible to be able to adapt to the ever changing conditions a caller provides. Captain Kelly said no call was the same and this program allows for that adjustment to specific situations without being considered non-compliant. The program pulls up specific pre-arrival instructions for each individual situation, instead of requiring the dispatcher to make additional choices. This requires less time and is much more efficient. The entire project was completely reimbursable through Palm Beach County 911.

Vice Mayor Romelus stated this would be free a solution and provide better efficiency for the Police Department.

Motion

Commissioner McCray moved to approve. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

E. Approve reduction of a restoration surety, by the amount of $97,814.40 for the completion of the clearing and grubbing of the Cortina at Boynton Village Phase 2 project.

F. Approve utilizing the School Board of Charlotte County Florida Contract #15/16-602MP(R2) with Wabash Valley of Silver Lake, IN, for the purchase of park benches in the amount of $64,105. The School Board of Charlotte County's procurement process satisfies the City's competitive bid requirements.

G. Accept Surtax Capital Project Status Report for second quarter of FY 2018 - January thru March 2018.

H. Accept quarterly report on red light camera program (Jan 2018-Mar 2018).

I. Approve adjustments to project budgets for the attached Surtax projects that are part of the approved FY 17/18 budget.

J. Accept the Fiscal Year 2017-2018 Budget Status Report of the General Fund and the Utilities Fund for the four (4) month period ended January 31, 2018.

K. Accept the Fiscal Year 2017-2018 Budget Status Report of the General Fund and the Utilities Fund for the five (5) month period ended February 28, 2018.

L. Accept the written report to the Commission for purchases over $10,000 for the month of March 2018.

M. Legal Expenses-March 2018-information at the request of the City Commission. No action required.

N. Approve the minutes from City Commission meetings held on March 20 and April 3, 2018.

Vice Mayor Romelus requested a motion to approve the Consent Agenda as amended.

Motion

Commissioner Casello moved to approve the Consent Agenda as amended. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed.

7. BIDS AND PURCHASES OVER $100,000

A. Approve utilizing the Palm Beach County contract (Bid #WUD 16-001/VMG) extension through March 14, 2019 with Aquifer Maintenance and Performance Systems, Inc. (AMPS, Inc.) of West Palm Beach, FL with the same terms, conditions, specifications and pricing. This contract will be utilized for well rehabilitation services on an AS-NEEDED BASIS, with an estimated annual expenditure of $300,000. Palm Beach County complied with Public Contract Bid requirements equal to or exceeding the City of Boynton Beach's requirements..

Vice Mayor Romelus requested a motion.

Motion

Commissioner Katz moved to approve. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed.

B. **PROPOSED RESOLUTION NO. R18-063** - Authorize the City Manager to sign a proposal with Routeware, Inc. of Portland, OR, utilizing the HGACBuy Contract # FL03-17 for the purchase of onboard computing system for installation in Public Works Solid Waste vehicles for the amount of $92,827.00 plus travel costs not to

exceed $7,500. In addition to the purchase cost there will be a monthly maintenance fee of $10,092.92 for an estimated annual expenditure of $121,116. The HGACBuy cooperative's bid process satisfies the City's competitive bid requirements.

Jeff Livergood, Director of Public Works and Engineering, explained the City of Boynton Beach was doing things the old fashion way. He informed the Commission if a truck becomes disabled and cannot finish the route, another truck will be dispatched to complete the route. Because of communication, streets can be missed and customers call in to ask why their trash was not picked up. Mr. Livergood explained Automatic Vehicle Location systems (AVL) are being used by many different companies. The benefits of photographs of what was being seen on the road will help the City eliminate some costs of returning to homes to pick up trash which was missed.

Commissioner McCray asked if there would be a charge to the residents to come back to get the garbage. Mr. Livergood responded at this time a decision has not been made to charge citizens to return for pickups. There may be some options of charging in the future. He indicated maybe give the customer a one-time waiver of charges to pick up trash which was not placed outside. He stated this can be used as an education tool, for both the driver and the citizens.

Davidson Monestime, Solid Waste Manager, said there was a perception of service failure on the side of the driver. If the driver can take a picture, automatically loads to the software, the driver and the City are cleared of any failure. The customer will be able to review a photo with a time stamp. This will be an education for the customer as they realize the trash was not out at the required time and would need to wait until the next pick up.

Mr. Livergood provided background information regarding Routeware. Noted Routeware has more than 18 years focused on improving efficiencies in the Waste Hauling Industry, Headquartered in Portland, OR. The Company has thousands of trucks at hundreds of locations throughout the U.S. and Canada. The City will know where the trucks are at all times. Mr. Livergood explained some of the reports through Routeware were Idle times, driver behavior, dispatching, safety, and fuel consumption. The City will know the speed at any given time, whether or not the vehicle was speeding. This will not be used as disciplinary tool, but will be used for teaching. Each driver will have a tablet which will give up-to-date information.

Commissioner McCray requested clarification of the travel costs. Mr. Livergood responded the vendor will be travelling to the City of Boynton Beach for onsite training and the City will be paying for the company travel expenses.

Commissioner McCray asked if all of the trucks have this software. Mr. Livergood responded they will, except the supervisor vehicle.

Mr. Livergood explained the office sees the status changes by color. The Color allows the office staff to see if there was any idle time and if so where and why.

Mr. Monestime stated the driver's workbook will allow the driver to add new work orders without having to write down the information. The screen allows the driver to see all work orders. Mr. Monestime said this was a paperless system.

Commissioner McCray asked how fast the trucks were allowed to drive and use the system at the same time. Mr. Monestime stated there was a threshold for 5 miles per hour. He indicated changes cannot be made if the truck was in motion.

Mr. Livergood noted with the fleet automation there was a higher efficiency, safer driver performance optimized through better training, more pickups per route per day, additional revenue from extras and added customers.

Commissioner McCray stated this would be an added bonus. Mr. Livergood replied there will be real time status updates, throughout the day, service verification, fewer customer calls, less overtime, reliable and accurate communication. There will be turn by turn directions. Each truck would have cameras mounted, to provide photos within 15 seconds. He stated everyone wins. There will be fewer mistakes. The supervisors no longer need to trail the trucks to make sure the entire route have been completed.

Commissioner McCray said he has concerns about the photos of the property. Mr. Livergood stated the photos would be stored in the cloud. He would caution the residents to wear clothes when taking out their trash.

Mr. Livergood noted they worked with the City IT staff and they were excited to have this into place. This is familiar technology with easy deployment. This will help with the recycling as well. The program can track how much recycling was actually picked up. This was a high tech solution; this has been placed into the budget next year to add the street sweeper.

Commissioner McCray asked how many street sweepers the City has. Mr. Livergood stated the City currently has one street sweeper.

Mr. Monestime stated the software used with Waste Management was called onboard computing. The most important aspect was reporting for idle time reporting. Explained this system will allow for some changes in which sites are selected which has faster times and are better for disposal.

Vice Mayor Romelus stated this seemed to be a great program.

Commissioner Casello asked if annual monthly maintenance fee of $10,000 was a locked in figure. Mr. Livergood stated this amount was locked in for the term of the contract.

Ms. LaVerriere explained the purchase was being funded out of the Sanitation Fund versus the General Fund.

Commissioner Casello stated there must be a better way of having a one man operation for the recycling. He has seen one driver doing both the driving and putting the recycling bins into the truck.

Mr. Monestime said there was a better way; but at the present time Palm Beach County uses a split stream system. There is a single stream system which allows for one truck to take all recyclables and separates.

Vice Mayor stated there was a truck which can pick up both of the recyclables and separates the recyclables.

Mr. Livergood explained there were two issues, one being manpower and the method of disposal of the recyclable product. He stated some counties have a single stream, which means all recycling goes into one truck; recycling are not separated. Palm Beach County has split streams which mean they have the blue and yellow bins, they need to be separated and the truck needs to separate the recycled product prior to being placed in the truck. The second issue was manpower; there was one staff member who performs both duties as driver and picker. Having one driver reduces overtime.

Commissioner McCray asked when the Commission can expect an update regarding how well this software was doing.

Mr. Monestime noted 6 months was a reasonable time to address the software's efficiency.

Commissioner McCray asked if this timeframe was sufficient. He indicated when the Commission allocates this amount of money for a project, they need to know that the system was working.

Mr. Monestime stated 6 months was a fair timeframe. Stated AVL has proven to be very successful in other counties.

Mr. Livergood stated he would encourage the Commission to sit down with staff and go over the reports from Routeware.

Motion

Commissioner Katz moved to approve. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed.

8. PUBLIC HEARING

7 P.M. OR AS SOON THEREAFTER AS THE AGENDA PERMITS
The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

A. **PROPOSED ORDINANCE NO. 18-005 - SECOND READING** - Approve Telecommunications in Public Rights-of-Way (CDRV 18-001) - Amending Part II Code of Ordinances Chapter 25.1 Communications Facilities in Right-of-Way for consistency with the State's Advanced Wireless Infrastructure Deployment Act. City-initiated. **(Tabled May1, 2018)**

B. Approve Major Site Plan Modification (MSPM 17-001) request for 104 Multi-family rental units and associated recreational amenities and site improvements, as well as a request for four (4) setback waivers, located on Lot 52 of Quantum Park, in the PID (Planned Industrial Development) zoning district. Applicant: John Lyon, Olen Properties. **(Removed)**

C. **PROPOSED RESOLUTION NO. R18-059** - Approve Second Amendment to the land development agreement between the City of Boynton Beach and SKYE at Boynton Beach, LLC and authorize release of surety to bury overhead utility lines across Federal Highway at SE 2nd Avenue.

Vice Mayor Romules read Proposed Resolution No. R18-059 into the record by title only.

Motion

Commissioner Katz moved to approve. Commissioner McCray seconded the motion.

Vote

The vote was unanimously approved

9. CITY MANAGER'S REPORT

A. Discuss Budget Workshop dates and times: Last year the Commission held a Public Input Workshop in May then the Budget Workshops in July.
The below dates would accommodate the same meetings for this upcoming budget cycle:

Public Input Budget Workshop, Tuesday, May 29, 2018 @ 6:30 P.M. at Intracoastal Park Clubhouse; and

Budget Workshops at Intracoastal Park Clubhouse;

Monday, July 16, 2018 @ 5:00 P.M.
Tuesday, July 17, 2018 @ 10:00 A.M.
Wednesday, July 18, 2018 @ 2:00 P.M.

Ms. LaVerriere indicated it was that time of year again to begin to start working on the budget. She noted July 16-18, Budget Workshops at Intracoastal Park Clubhouse; Monday, July 16, 2018 @ 5:00 p.m. Tuesday, July 17, 2018 @ 10:00 a.m. Wednesday, July 18, 2018 @ 2:00 P.M. if needed, but they always allow for a third day. The City will be adopting a tentative millage rate and a Fire assessment resolution. The Mayor last year added a pre-proposed budget workshop. This proposed budget workshop is set for May 29th @ 6:30pm, to provide the public the opportunity to provide input prior to staff completing the purposed budget. During the workshop in July the workshop was completed, and then the City takes input from the Commission.

Commissioner Casello asked for clarification of the May 29th workshop.

Ms. LaVerriere explained it was a preliminary budget workshop; the public has an opportunity to provide some input prior to the completion of the proposal of the budget.

Commissioner McCray stated this was an input budget workshop for the citizens.

Vice Mayor Romelus asked if everyone was onboard. There was a consensus.

Ms. LaVerriere said these dates will be placed on the website and the meetings will be noticed.

10. UNFINISHED BUSINESS

11. UNFINISHED BUSINESS

A. **PROPOSED RESOLUTION NO. R18-064** - Accept the transfer of property at 201 NE 1st Avenue from the Boynton Beach Community Redevelopment Agency.

Vice Mayor Romelus read Proposed Resolution No. R18-064 by title only into the record.

Motion

Commissioner Katz moved to approve. Commissioner McCray seconded the motion.

Vote

The vote was unanimously approved

12. LEGAL

A. The Mayor has requested that legal update the Commission on opioid and gun lawsuits that are occurring around the state. **Tabled**

B. **PROPOSED RESOLUTION NO. R18-065** - Authorize the Mayor to sign lease documents for temporary space needed for City Services to operate during construction of Town Square project at the following locations:

2045 High Ridge Road - for the Library
209 N Seacrest Blvd - for Library Annex
3301 Quantum Blvd - for City Hall
3602-3606 Quantum Blvd - for Police Headquarters

Vice Mayor Romelus read Proposed Resolution No. R18-065 by title only into the record.

Attorney Cherof indicated there may be additional language in the body of the Resolution, which indicates there maybe one sublease with an assignment of lease to avoid any penalty associated with the sublease.

Commissioner McCray explained when the Commission does something of this magnitude the public should know where these funds are going.

Tim Howard, Assistant City Manager, explained the four leases are unique and different. Each lease has a different expiration date. The intent in the plan was to stagger the move. The library will move first than the Police station.

Mr. Howard stated the lease at 2045 High Ridge Road was for the Library, will be a 20-month lease. The Library on High Ridge Road and the Annex located next to the post office. The Main Library site is 23,000 square feet. The monthly estimated rental was $25,975. The rent will began on June 1, 2018, this would house the main part of the Library.

Commissioner McCray asked the total cost for the City for the Main Library.

Ms. LaVerriere indicated the total estimated cost for the Main Library was $519,500.

Vice Mayor Romelus asked if this will be a fully operational library or will there be a limitation with the number of books available for the Public.

Mr. Groff, Assistant City Manager, stated the main Library temporary location would be a fully operational library, minus some of the programs which are prohibited from being done from a temporary space. There will be fully stacked area of books, DVD's, sitting areas and computer areas. There was some things which could not occur at the

temporary Library. The annex space will have limited services. The Library would be able to offer 95% of the services being offered presently.

Commissioner McCray asked where the Library archives will be housed. He understands there must be some environmental concerns for the archives. Mr. Groff stated there would be an area set up for the archives set up with the air-conditioning.

Vice Mayor Romelus asked if the online High School program for the library will be available. Mr. Groff stated the High School program will continue.

Vice Mayor Romelus requested an explanation on why the Library annex was being moved in the downtown area.

Craig Clark, Library Director, explained the City decided to keep the program in this area because most of the children. He stated I-95 was a barrier for children walking across that area. This would be more of an afterschool/ homework help site. There will be some computers and some collections. The Library Annex will be limited; the building was only 4,000 square feet. There will be Storytime in the morning. The temporary site on High Ridge will not be able to have any type of programs at the temporary site. The City was taking a 63,000 square foot building and placing it into a 23,000 square foot space. There will be books open to the public, assisting customers with some computers to use; not as many as they have right now.

Commissioner Casello asked how many children live on the other side of I-95. He wanted to know where those statistics were coming from.

Mr. Clark stated he believed most of the kids are from the Heart of Boynton, most are dropped off by busses, walk or ride their bikes to the Library.

Commissioner Casello asked how many site locations were investigated before the City decided on this particular site.

Mr. Groff stated the challenge with this move was the City was looking for short-term leases. When the search began there were over 30 buildings for consideration. The good thing about Boynton Beach was there was not a lot available space. What was found were new buyers and subleases. Mr. Groff explained for the Police Department they needed to go out a second time to secure a lease. Most commercial space does not want to have short term leases.

Commissioner Casello asked if the City will be charged during the buildout. Mr. Groff responded the City would not be charged during the buildout. The goal was timing the leases with the timing of the construction schedule.

Commissioner McCray asked how many staff will be housed at the Library Annex.

Mr. Clark replied there will be three AmeriCorps staff, four full-time youth services staff and maybe a couple of part-time staff to support the full-time staff members.

Commissioner McCray inquired what happens if the City buildings are not done within those twenty months.

Mr. Groff explained all of the leases have extension which the City can exercise if needed. Extra time has been built in. Mr. Groff indicated he was very comfortable with the schedule.

Commissioner McCray asked if something happens with building City Hall, Police Department or the Library and they are not able to move because the Contractors do not meet their deadlines, who will pay the extended lease payments. He asked do the Contractors pick up those payments. Mr. Groff replied there are liquidated damages in the contracts. If the contractors do not meet those timeframe, they would pay those deadlines and those damages are used to pay for the City damages such as extended lease payments.

Mr. Howards indicated the lease at 209 N Seacrest Boulevard for the Library annex, the monthly rent was $8,360 for a total of $167,200 for the 20 months.

Mr. Howard noted the lease for 3301 Quantum Boulevard was for City Hall and City Services, except for the Police Department or the Commission Chambers.
Commissioner McCray asked where the Commission will hold their meetings.

Mr. Howard stated they are looking at a couple of locations, the Intercostal Park Clubhouse, the Woman's Club, or Fire Station Five in the big training room. Staff was still deciding on where the chambers will be located.

Commissioner McCray asked how the residents will pay their water bill. Mr. Howard indicated this was being worked on; the payments will be taken at the temporary space for City Hall. Noted staff was looking for additional locations in the downtown area.

Mr. Howard said the lease for City Hall located at 3301 Quantum Blvd, will have 23,000 square feet and the monthly rent is estimated at $42,166, the yearly total is $1.12M for 24 months. Mr. Howard explained those rental payments will be budgeted for in the upcoming budget process.

Mr. Howard said the last lease was for 3602-3606 Quantum Boulevard for Police Headquarters. The size of the space was 27,300 square feet at an estimated rental cost of $24,501 and a yearly cost $588,042 will begin August 1, 2018.

Ms. LaVerriere indicated the total cost of $2.286M for all building for 20-24 months.

Vice Mayor Romelus asked if this cost included the $250,000 for the Police Headquarters retrofit. Ms. LaVerriere indicated this was only for the rents.

Mr. Howards stated in addition to the rents for the different spaces, for the main Library site, there was some buildout which was needed. There was an estimate of $25,000 which was a one-time cost. For City Hall there was some buildout which was required. There was an estimate of $46,000. This lease has a tentative improvement allowance from the landlord of $46,000. This would be an even swap. The Police Department buildout was being estimated at $250,000.

Commissioner McCray noted with the rent and buildout the City was looking at $ 2.8M. How would the City handle people coming to the Police Department, and how would they know where the temporary police station would be located.

Mr. Groff stated this was a concern; the City needs to do marketing. He stated a lobby will be made available for the citizens. There will be some signs on the building. It maybe a little bit more difficult where to find the Police Department, there will be a very nice lobby, the same services will be offered at the temporary building.

Vice Mayor Romelus asked if there would be signage at the current location.

Mr. Groff replied there will be some temporary signage. Once the building was demolished, the area will be fenced with instruction and direction explaining where the City Hall has moved. Usually within 6-8 months must people will get into the flow.

Vice Mayor Romelus opened up to Public Comment.

Susan Oyer 140 SE 27 Way, requested to see some maps of the proposed leased buildings.

Ms. LaVerriere indicated the approval was needed.

Herb Suss, 1711 Wood Fern Drive understood the need for the Police station and City Hall but not for the Library. Inquired as to the distance between the Library annex and the main Library.

Mr. Howard replied the distance was 2.6 miles from the Library annex to the temporary main Library.

Ms. Suss said the Libraries are separated by 2.6 miles. He was worried about the children. He indicated the City has a Library which was fairly new. He indicated the Commission was moving in the wrong direction. There must be a way in which to construct a Town Center and not demolish the Library. The Library was a fairly new building. He asked if there has been a traffic study.

Vice Mayor Romelus explained this was a temporary location, so the City did not need to have a traffic study. Vice Mayor Romelus stated the Library Annex was located in this area with the intention of keeping the kids in the area. The children will not need to travel to High Ridge nor go to I-95. Mr. Suss stated this was a waste of money that the City built the Library.

Commissioner Katz explained the cost to remediate the problems in the existing Library structure plus the opportunity cost of the loss value of developing the land was substantially higher than repairing the structures and leaving the structure there. The City will save millions of dollars by demolishing the structure and rebuilding and allowing more development as opposed to having one structure existing and needing repairs because of water intrusion and other issues.

Commissioner McCray noted he has the same concerns regarding the Library. He said he previously asked Mr. Livergood if that was a good time to add onto the Library and was told it would be. He stated he was not happy about demolishing the Library. He felt it was a waste of taxpayers' money. He worked hard for this Library with Virginia Ferace. The only problem he had was why the Library did not face Seacrest Boulevard.

Commissioner Katz noted no additional taxes would be raised above and beyond existing revenue from the CRA and the City of Boynton Beach.

Commissioner Casello asked if the City of Boynton Beach reached out to other law enforcement facilities regarding using their facilities as holding cells.

Acting Chief Kelly Harris explained the City of Boynton Beach needs the temporary facilities in-house so the officers can interview and process prisoners. The City would need to stand in line with every other agency. This would delay the processing time. Commissioner Casello stated the City has not reached out to the other agencies.

Acting Chief Harris noted the City has worked directly with the Sheriff office on previous occasions, such as DUI's as well as other arrests. Acting Chief Harris stated the reality was the temporary time frame to ask the Sheriff department to put the City at the head of the line, PBSO was not willing to do this. There are other agencies which bring their prisoners to PBSO in order to process prisoners.

Motion

Commissioner Katz moved to approve. Commissioner McCray seconded the motion.

Vote

3-1 (Commissioner Casello dissenting)

C. **PROPOSED ORDINANCE 18-006 - SECOND READING - PUBLIC HEARING** - Approval of Ordinance amending Section 18-164 of the Code of Ordinances to provide for mutual consent regarding use of the 185 money; amending Section 18-169 to add normal retirement age definition for members who retire with (20) years of service only retirement, to provide for payment of death benefits to a designated beneficiary in the event that there is no spouse, and to add ten year vesting for Police Officers hired on or after October 1, 2016; adding a new Section 18-178 to add a rehire after retirement provision. (Tabled)

Attorney Cherof requested the Commission table this item to the next meeting, there are two housekeeping items which the City does not have proof of compliance.

Motion

Commissioner McCray motioned to table. Commissioner Katz seconded the motion.

Vote

The motion unanimously passed.

13. FUTURE AGENDA ITEMS

A. Update Commission on topic of dogs on beach - **May 1, 2018**

B. Agreement for Textile Recycling Franchise Agreement with FLSC, LLC d/b/a Florida Textile Recycling Program for an exclusive City-Wide program - **May 1, 2018**

C. Staff to review PBC Ordinance on Panhandlers - **May 2018**

D. Staff to bring information concerning the following land parcels for the Commission to review - **TBD**
   Nichols Property
   Rolling Green
   Girl Scout Park

E. Commissioner Katz has requested the City Attorney to provide update on legal issues with QPODD-**TBD**

F. Staff to bring back to Commission results of negotiation with property owner a real estate purchase and sale agreement between the City of Boynton Beach and Brittany Bumgardner for a vacant parcel at the end of SW 24th Avenue adjacent to I-95. – **TBD**

G. Staff to report on the possibility of the City beginning a Bike Share Program - **TBD**

14. Adjournment

Motion

There being no further business to discuss, Commissioner Katz moved to adjourn. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed. The meeting was adjourned at 8:28 p.m.

(Continued on next page)

CITY OF BOYNTON BEACH

_____
Mayor - Steven B. Grant

_____
Vice Mayor - Christina Romelus

_____
Commissioner – Justin Katz

_____
Commissioner – Mack McCray

_____
Commissioner - Joe Casello

ATTEST

_____
Judith A. Pyle, CMC
City Clerk

_____
Queenester Nieves
Deputy City Clerk

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION: Approve an increase to the estimated expenditure to Rehrig Pacific of Orlando, FL from $100,000 to $125,000 per City Bid #048-2510-15/JMA for Molded Refuse Containers and Parts due to development in the City and the need to replace existing containers.

EXPLANATION OF REQUEST:
Current Renewal Period: July 20, 2017 - July 19, 2018

The Commission approved bid #048-2510-15/JMA on July 18, 2017 for a one year extension period from July 20, 2017 to July 19, 2018 with an estimated annual expenditure of $100,000 for the purchase of molded mobile refuse containers and parts for the automated garbage collection program. We have experienced an increase in garbage cart requests due to the growth of developments/businesses throughout the City and containers that are no longer repairable which will result in exceeding the original estimate of $100,000.

The increase to $125,000 will supply us with the ability to place an additional load of garbage carts to accommodate our residents/customers with replacement carts, keep a sufficient stock and any unforeseeable requests that will need to be met.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The inventory will allow us to provide our residents/customers with garbage carts and meet the refuse service demands in a timely manner so that Solid Waste is able to remain operational.

FISCAL IMPACT: Budgeted Budgeted funding is in Solid Waste account # 431-2515-534-52-74

ALTERNATIVES: Not approving the increase will prohibit us from ordering additional garbage carts and providing them to our residents/customers leaving them without a cart to place their household garbage for disposal.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:
N/A

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: Rehrig Pacific

START DATE: 7/20/2017

END DATE: 7/19/2018

CONTRACT VALUE:

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?: Yes

EXTENSION EXPLANATION:

The City secured firm pricing for two (2) years beginning July 20, 2015 to July 19, 2017. The bid may be renewed for three (3) additional one-year periods at the same terms and conditions and pricing, subject to vendor acceptance, satisfactory performance, and determination that the renewal is in the best interest of the City. The bid was renewed on the July 18, 2017 Commission meeting for one (1) year beginning July 20, 2017 – July 19, 2018.

ATTACHMENTS:

	Type	Description
🗋	Addendum	Rehrig Pacific – Bid Renewal Letter
🗋	Addendum	Rehrig Pacific Commission Meeting 06/16/15 – Agenda Item & Resolution
🗋	Addendum	Rehrig Pacific – Tab Sheets
🗋	Addendum	Rehrig Pacific – Proposal
🗋	Addendum	Rehrig Pacific - COI

The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

July 19, 2017

Lisa Perkins, Municipal Contract Manager
REHRIG PACIFIC
7452 Presidents Drive
Orlando, FL 32809

VIA EMAIL TRANSMITTAL TO: lperkins@rehrig.com

BID: SUPPLY OF INJECTION MOLDED REFUSE CONTAINERS AND PARTS
BID No.: 048-2510-15/JMA
RENEWAL TERM: JULY 20, 2017 THRU JULY 19, 2018

Dear Ms. Perkins:

At the meeting of July 18, 2017, City Commission approved a one-year renewal of the subject Bid thru 2018. At your soonest convenience, kindly submit a current Certificate of Insurance in full accordance with the requirements of the original Bid.

We look forward to another year of Rehrig Pacific's excellent service. Should you have any questions, please do not hesitate to contact Ilyse Triestman, Purchasing Manager at (561) 742-6322 or email to triestmani@bbfl.us.

Sincerely,

Tim W. Howard
Assistant City Manager - Administration
Director of Financial Services

cc: Joseph Franklin – Solid Waste Supervisor, Public Works
Adrianna Greco-Arencibia – Administrative Assistant, Solid Waste, Public Works
File

7.A.
BIDS AND PURCHASES OVER $100,000
6/16/2015

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/16/2015

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R15-073 - Approve award of the bid for a "Two Year Term for the Supply of Injection Molded Mobile Refuse Containers and Parts for the Automated Garbage Collection Program", Bid No. 048-2510-15/JMA, to Rehrig Pacific Company of Orlando, FL. Purchases will be made on an "AS NEEDED" basis, the annual anticipated expenditure is $100,000.

EXPLANATION OF REQUEST:
BID TERM: JULY 20, 2015 to JULY 19, 2017

The Solid Waste Division of Public Works purchases mobile refuse carts for the automated garbage collection program. The carts are located at residences throughout the City, and are emptied by automated Solid Waste trucks twice weekly. Two cart sizes are offered to residents, 65 gallon and 95 gallon carts, which are specific to the automated vehicles.
On May 14, 2015, Procurement Services received two bids and one "no bid" in response to the advertised bid. The bids were evaluated by the Public Works Department for compliance with specifications and bid submittal requirements and it was determined that Rehrig Pacific Company is the lowest, responsive, responsible bidder.

	OTTO ENVIRONMENTAL	*REHRIG PACIFIC*
90-100 Gallon Containers	$49.06	$48.80
MFR/Model Name/No.	Otto/MSD-95 Edge	Rehrig/ROC-95U Pricing for full truckloads only
60-70 Gallon Containers	$42.71	$42.18
MFR/Model Name/No.	Otto/MSD-65 Edge	Rehrig/ROC-65U Pricing for full truckloads only

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The City will secure firm pricing over the next two years to replace carts that were damaged, lost, or stolen or to purchase new carts as new homes are built. The bid may be renewed for three additional one-year periods at the same terms and conditions and pricing, subject to vendor acceptance, satisfactory performance, and determination that the renewal is in the best interest of the City.

FISCAL IMPACT: Budgeted
Mobile Cart and Commercial Metal Container purchases have been budgeted in account number 431-2515-534-52-75 for $170,000. for Fiscal Year 2014/2015. Solid Waste anticipates ordering 1,500 carts annually through July 2017. The mobile refuse carts will be ordered on an "As Needed" basis.

Expenditures:

Fiscal Year 2013/14	$ 85,764.
Year to Date	$105,928.

ALTERNATIVES: Not approve the bid award and re-issue a new bid.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Reso Two Year Bid for the Supply of Mobile Refuse Containers
Tab Sheets	Tab Sheets 5-14-15
Other	Proposal from Rehrig
Memo	Department Recommendation to Award

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	6/3/2015 - 9:51 AM
Finance	Howard, Tim	Approved	6/3/2015 - 9:51 AM
Legal	Cherof, Jim	Approved	6/9/2015 - 5:16 PM
City Manager	LaVerriere, Lori	Approved	6/11/2015 - 8:55 AM

RESOLUTION NO. R15-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE AWARD OF A "TWO YEAR TERM FOR THE SUPPLY OF INJECTION MOLDED MOBILE REFUSE CONTAINERS AND PARTS FOR THE AUTOMATED GARBAGE COLLECTION PROGRAM", BID NO. 048-2510-15/JMA, TO REHRIG PACIFIC COMPANY OF ORLANDO, FL FOR PURCHASES ON AN "AS NEEDED" BASIS; AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH REHRIG PACIFIC COMPANY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach advertised an Invitation to Bid for a "Two Year Term for the Supply of Injection Molded Mobile Refuse Containers and Parts for the Automated Garbage Collection Program", Bid No. 048-2510-15/JMA; and

WHEREAS, on May 14, 2015, Procurement Services received two bids and one "no bid" in response to the advertised bid; and

WHEREAS, the bids were evaluated by the Public Works Department for compliance with specifications and bid submittal requirements and it was determined that Rehrig Pacific Company is the lowest, responsive, responsible bidder; and

WHEREAS, the Solid Waste Division of Public Works will utilize the mobile refuse carts for the automated garbage collection program, wherein the automated Solid Waste trucks empty the refuse carts twice weekly; and

WHEREAS, the City has the option to renew the bid for three additional one-year periods with the same terms, conditions and pricing, subject to vendor acceptance, satisfactory performance, and determination that the renewal is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

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

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby approves the award of a "Two Year Term for the Supply of Injection Molded Mobile Refuse Containers and Parts for the Automated Garbage Collection Program", Bid No. 048-2510-15/JMA, to purchase injection molded mobile refuse containers on an as-needed basis, and authorizes the City Manager to sign a Contract with Rehrig Pacific Company to implement the terms and conditions specified in the bid.

Section 3. That this Resolution shall become effective immediately.

REMAINDER OF THIS PAGE LEFT BLANK. SIGNATURE PAGE FOLLOWS.

PASSED AND ADOPTED this _____ day of _____, 2015.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Jerry Taylor	_____	_____
Vice Mayor – Joe Casello	_____	_____
Commissioner – David T. Merker	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Michael M. Fitzpatrick	_____	_____
VOTE	_____	

ATTEST:

_____

Janet M. Prainito, MMC
City Clerk

(Corporate Seal)

A TWO YEAR TERM FOR THE SUPPLY OF INJECTION MOLDED MOBILE REFUSE CONTAINERS FOR THE AUTO GARBAGE COLLECTION PROGRAM

BID DUE DATE: MAY 14, 2015
BID DUE TIME: 2:30 P.M.
BID No. 048-2510-15/JMA

"Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

BIDDERS	OTTO ENVIRONMENTAL SYSTEMS (NC), LLC 12700 General Drive Charlotte, NC 28273 Tel: (800) 795-6886 Fax: (704) 588-5250 E-mail: sbowling@otto-usa.com Contact: Sabrina Bowling	REHRIG PACIFIC COMPANY 7452 Presidents Drive Orlando, FL 32809 Tel: (407) 857-3888 Fax: (407) 857-0900 E-mail: dafonso@rehrigpacific.com Contact: Dave Afonso	TOTER, LLC 841 Meacham Road Statesville, NC 28677 Tel: (704) 872-8171 Contact: Kellie K. Clark
PART I - INJECTED MOLDED MOBILE REFUSE CONTAINERS (ESTIMATED QUANTITY 1,500)			
	UNIT PRICE / ASSEMBLY ON STREET DELIVERY UNIT PRICE	UNIT PRICE / ASSEMBLY ON STREET DELIVERY UNIT PRICE	UNIT PRICE / ASSEMBLY ON STREET DELIVERY UNIT PRICE
90-100 Gallon Containers Mfg/Model Bid	$49.06 Otto/MSD-95 Edge	$48.80 Rehrig/ROC-95U Pricing for full truckloads only	SUBMITTED "NO BID" Specifications too tight.
60-70 Gallon Containers Mfg/Model Bid	$42.71 Otto/MSD-65 Edge	$42.18 Rehrig/ROC-65U Pricing for full truckloads only	
ALTERNATE: ORDER TRUCK LOAD QUANTITIES			
Truck Load Container Capacity: _____ **for 90 to 100 Gal. Containers**	Capacity: 456 $49.06	Capacity: 486 $48.80 *See Comments	
Truck Load Container Capacity: _____ **for 60 to 70 Gal. Containers**	Capacity: 720 $42.71	Capacity: 648 $42.18 *See Comments	
Calendar Days for Delivery	45	30	
% Discount Off List Price	0%	0%	
Specification Check Off Sheets Submitted Pages 19 to 22	YES	YES	

A TWO YEAR TERM FOR THE SUPPLY OF INJECTION MOLDED MOBILE REFUSE CONTAINERS FOR THE AUTO GARBAGE COLLECTION PROGRAM

BID DUE DATE: MAY 14, 2015
BID DUE TIME: 2:30 P.M.
BID No. 048-2510-15/JMA

"Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

BIDDERS	OTTO ENVIRONMENTAL SYSTEMS (NC), LLC 12700 General Drive Charlotte, NC 28273 Tel: (800) 795-6886 Fax: (704) 588-5250 E-mail: sbowling@otto-usa.com Contact: Sabrina Bowling	REHRIG PACIFIC COMPANY 7452 Presidents Drive Orlando, FL 32809 Tel: (407) 857-3888 Fax: (407) 857-0900 E-mail: dafonso@rehrigpacific.com Contact: Dave Afonso	TOTER, LLC 841 Meacham Road Statesville, NC 28677 Tel: (704) 872-8171 Contact: Kellie K. Clark
Product Literature Submitted	YES	YES	
List of References Submitted	YES	YES	
Warranty Enclosed	YES	YES	
Wind Tunnel Test Submitted	YES	YES	
Bidder's Acknowledgement Submitted	YES	YES	
Bidder's Qualifications Statement Submitted	YES	YES	
Schedule of Subcontractors Submitted	YES/NONE	YES/NONE	
Acknowledgement of Addenda Submitted	YES	YES	
Acknowledgement of Addendum No. 1 Submitted	YES	YES	
References Submitted	YES	YES	
Non Collusion Affidavit Submitted	YES	YES	

A TWO YEAR TERM FOR THE SUPPLY OF INJECTION MOLDED MOBILE REFUSE CONTAINERS FOR THE AUTO GARBAGE COLLECTION PROGRAM

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Anti-Kick Back Affidavit Submitted	YES	YES	
Confirmation of Minority Owned Business Submitted	YES/NOT A MINORITY OWNED BUSINESS	YES/NOT A MINORITY OWNED BUSINESS	
Confirmation of Drug Free Workplace Submitted	YES	YES	
Palm Beach County Inspector General Acknowledgement Submitted	YES	YES	
COMMENTS		*Containers delivered with lids in place. Wheels and catch bars must be assembled before use.*	

Proposal to:

CITY OF BOYNTON BEACH

ITB: 048-250-15/JMA

DUE: May 14, 2015 @ 2:30 PM

ORIGINAL

Prepared by:

Rehrig Pacific Company
SINCE 1913

7452 Presidents Drive
Orlando, FL 32809

Dave Afonso, Sales Representative

Cell: 954-415-0539
Office: 800-998-2525
Fax: 407-857-0900

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Rehrig Pacific Company
SINCE 1913

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Product Specifications

Material Specifications

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ANSI & Other Test Reports

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Introduction / Statement of Qualifications

Rehrig Pacific Company appreciates the opportunity to propose a bid to supply the City of Boynton Beach with Refuse Containers as requested in your Invitation to Bid 048-2510-15/JMA. We have thoroughly read and understand the requirements set forth in your ITB and we strongly believe that we have assembled a very comprehensive and competitive package that will provide many benefits to the City of Boynton Beach.

Rehrig Pacific has been supplying the industry with bins since 1987 and roll out carts since 1992 with great success and we would greatly appreciate the opportunity to provide you containers for your program. As requested, in our packet you will find our proposal to manufacture and deliver the containers for the life of the contract. Rehrig Pacific has a successful proven track record of providing containers to a wide array of markets and more specifically to many large and small cities (please see reference lists) throughout the country and we have provided many benefits to each program. Below we have highlighted a few of these benefits that we believe should be considered heavily in your evaluation:

- **Company Stability and Longevity**: Rehrig Pacific Company has been in business since 1913 and is extremely financially stable to serve a long-term contract. Our credit rating is excellent and our customers and suppliers would attest to our track record. We have annual sales exceeding 300 million dollars and have achieved a 20-year compounded real growth rate exceeding fifteen percent. This coupled with a debt to equity ratio of (<1:1) has placed the company in an envious financial position. (Financial Statements are available upon request.) If Rehrig Pacific is chosen as the awarded vendor for the City of Boynton Beach's project you can feel comfortable that you will have partnered with a financially stable company for many years to come.

- **Leadership in Plastic Processing**: Since starting in plastic processing in the late 1960s, Rehrig Pacific has successfully supplied plastic containers to numerous industries. Our design and plastic processing expertise have been instrumental in our ability to produce a quality product. If Rehrig Pacific is chosen as your supplier for this project we are committed to providing that same quality product and service that our container customers within the industry have become accustomed to receiving for the past 22 years.

- **Leadership in the Cart and Recycling Bin Industry**: Since our first manufactured recycling bins in 1987 and roll-out carts in 1992, Rehrig Pacific has grown to be a leader in both industries in terms of capacity and number of customers and volumes supplied. Therefore, if chosen as the City of Boynton Beach's supplier, Rehrig Pacific has the capacity to handle an order of this magnitude.

- **Environmental Services Group:** As a leader in cart manufacturing, Rehrig Pacific knows the importance of being able to offer more than just a reliable cart. Leading the industry in environmental services is Rehrig Pacific's own Environmental Services Group. We now offer a complete in-house services group that can offer RFID tags for tracking assets and incentive based recycling, Assembly and Distribution handled by Rehrig's own A&D employees and real

© 2014 Rehrig Pacific Company

Bid Forms

© 2014 Rehrig Pacific Company

INJECTION MOLDED MOBILE REFUSE CONTAINERS

I. GENERAL

✓ General Description - The Mobile refuse container shall be designed to contain the average solid waste material accumulated by a household. The container shall be designed, such as to be lifted by either or both American Standard, semi-automated or fully automated collection equipment. The container shall be warranted against material and workmanship defects for no less than 10 years, non-prorated, during which time it will be generally maintenance-free under normal usage conditions. The bidder shall submit a copy of its warranty.

✓ Quantity - The successful bidder shall provide approximately 1,500 containers per year, in accordance with specifications. These containers will be provided on an "as needed" basis. Delivery dates to be at the City's discretion.

✓ Alternate - When ordering containers in truckload quantities, based on manufacturer's capacity, container price/truck load container capacity.

✓ Color - The container body, lid, and other plastic components shall be TEAL. Sample of color, will be supplied by the City upon award.

II. MATERIAL

✓ Process - The City requires a container manufactured using the Injection Molding Process

✓ Materials - The container shall be made of high molecular weight, high density polyethylene which yields a superior weight to strength ratio. The material shall contain adequate amounts of ultra-violet stabilization to eliminate color fade over the life of the cart.

III. CONSTRUCTION

✓ Capacity - The container capacity is a minimum 90 or 60 gallon when full, excluding additional volume achieved by the domed lid in the closed position.

State Capacity: 95 gallons (95)

66.25 gallons (65)

✓ Weight - For better maneuverability, the weight of the completely assembled 90 – 100 gallon container shall be approximately 55 pounds.

✓ Interior Construction - The interior surface shall be smooth and free from crevices, recesses, projections, and other obstructions where refuse could be entrapped or entangled. The interior construction and shape shall assure the free flow of solid waste contents from the container when dumped.

✓ Exterior Construction - The exterior surface shall be smooth, free of corners or structures that could be hazardous or harmful.

Lid/Hinge

✓ The lid shall have two (2) hinges integrally-molded part of the lid configuration and extending towards the handle.

✓ The lid shall pivot onto the handle and be securely attached to the handle mount by end caps.

✓ The lid shall be hinged to the handle so as to rotate freely to a full opening of 270 degrees, to a position whereby it may rest against the back side of the container body.

✓ The lid shall be designed in such a manner to ensure that the container will be watertight and shall continuously overlap the container body.

✓ The continuous overlapping of the body must prevent rainwater, rodents, and birds from intruding into the container.

Identification - All containers shall have the following molded into the cart body:

✓ The year of manufacture and six (6) figure uniquely identified serial numbers in white with a minimum size of one inch (1").

✓ Emboss "CITY OF BOYNTON BEACH" onto the lid in one inch (1") letters.

✓ On the front note "NO HOT ASHES" in ¾ inch letters.

✓ At the handle have the message embossed into the lid with one inch (1") letters "Arrow Toward the Street for Pick-up".

✓ Handle The handle shall be of one molded piece and shall extend in full length. Each gripping area shall provide enough space for a gloved hand to be placed.

Stability

✓ If extreme windy conditions are prevalent, the container must have a wind stability rating of no less than 25 mph without falling over.

✓ Wind tunnel test performed by an independent laboratory shall be submitted with the bid.

✓ The container (whether empty or full) shall remain in the upright position when the lid is thrown open.

Wheels and Axle

✓ The container shall be equipped with an axle and two wheels.

✓ The wheels and axle shall be designed so as to provide the specified wind stability.

✓ The wheels shall be snap on, 12" x 1 ¾", Tread Cap Wheel.

✓ Hub is made of HDPE, with a PVC material on the wheel to prevent tire roll-off, with a shock absorbing cell structure to eliminate tire flat spotting.

✓ The axle housing shall be molded in place, to enhance stability and wheel durability.

✓ The four (4) pronged snaps on locking device is installed without tools, but requires a special tool for removal to prevent theft.

✓ The locking device shall be nylon 66, self-lubricating and rust free.

✓ Tipping Fulcrum - The container must be provided with adequate foot fulcrum or a tipping leverage point directly on the axle. The container must be capable of being easily transported on a level, sloped, or stepped surface in two (2) directions.

IV. PERFORMANCE SPECIFICATIONS

✓ ANSI Compliance - The container shall be in full compliance with the American National Standard ANSI Z245.60. The bidder shall provide a compliance certification that the container(s) provided to the City meet the requirement of this standard.

✓ Cart Load Rating - The container shall be capable of accommodating a load weighing up to 315 pounds, exclusive of the weight of the container.

95 Gallon is ANSI compliant at 332.5 lbs
65 Gallon is ANSI compliant at 227.5 lbs

Mobility

✓ The container shall be stable and self-balancing in its upright position when either empty or loaded to its minimum design load capacity.

✓ The container shall be capable of being easily moved and maneuvered, with an evenly distributed load equal in weight to its minimum design capacity on a level, sloped, or stepped surface in two directions.

✓ Abrasion Protection - The container shall withstand dragging along streets and driveways as well as the normal abrasion caused by the dumping operation. Bottom molded wear strips are acceptable.

Container Pick-Up Points

✓ The container must be capable of being picked up by a fully-automated application and semi-automated American Standard lifter.

✓ The container shall be designed in such a manner that it can be engaged by a fully-automated grasping arm of either the belted or non-belted design.

✓ The gripping surface shall be non-slip and have a diameter of 23 inches to 27 inches.

✓ The container shall be able to withstand squeezing and dropping throughout its expected lifetime without showing the slightest change in its functionality or structural integrity.

V. WARRANTY:

✓ All bidders shall include a copy of their warranty with their bid.

VI. SAMPLES ON REQUEST:

✓ Bidders shall submit upon request samples of the carts for review.

VII. REFERENCES:

✓ All bidders shall demonstrate their experience in manufacturing containers by furnishing a list of U.S. municipalities using the proposed containers of size, design, and material offered. The list must show at least three (3) municipalities, each have a minimum of 10,000 of the proposed containers. The name and telephone number of a contact person at each of the references shall be provided.

BIDDER'S ACKNOWLEDGEMENT

Submit Bids To: PROCUREMENT SERVICES
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6322

Bid Title: **A TWO YEAR TERM FOR THE SUPPLY OF INJECTION MOLDED MOBILE REFUSE CONTAINERS & PARTS FOR THE AUTOMATED GARBAGE COLLECTION PROGRAM**

Bid Number: 048-2510-15/JMA

Bid Received By: **MAY 14, 2015, No Later than 2:30 P.M.**

Bids will be opened in Procurement Services unless specified otherwise. Bid receiving date and time is scheduled for: **MAY 14, 2015 no later than 2:30 P.M.** and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the City.

Name of Vendor: Rehrig Pacific Company

Federal I.D. Number: 95-4608797

A Corporation of the State of: Delawre

Area Code: 407 Telephone Number: 857-3888

Area Code: 407 FAX Number: 857-0900

Mailing Address: 7452 Presidents Drive

City/State/Zip: Orlando, FL 32809

Vendor Mailing Date: 5/10/15

DAfonso@RehrigPacific.com
E-Mail Address:

Authorized Signature

Lisa Perkins, Municipal Contract Manager
Name Typed

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BID PROPOSAL TO THE CITY OF BOYNTON BEACH, FLORIDA

The undersigned declares that he has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of product called for.

When submitting more than one bid proposal price for this product and/or service, indicate how many individual and/or combination item(s) are to be tabulated and considered. Attach a separate proposal sheet for each.

The undersigned proposes to deliver the product/service in accordance with the specifications for the sum of:

INJECTION MOLDED MOBILE REFUSE CONTAINERS:
(Estimated Quantity 1,500 PER YEAR)

DESCRIPTION		UNIT PRICE	ASSEMBLY & ON STREET DELIVERY UNIT PRICE
Injection Molded Mobile Refuse Containers Per the attached specifications			
90-100 Gallon Containers:	Rehrig Pacific Co. ROC-95U (Mfg./Model)	$ 48.80*	$ 0.00**
60-70 Gallon Containers:	Rehrig Pacific Co. ROC-65U (Mfg./Model)	$ 42.18*	$ 0.00**

ALTERNATE: Order truck load quantities

Truck load container capacity:	486 (90-100 Gallon)	$ 48.80*	$ 0.00**
	648 (60-70 Gallon)	$ 42.18*	$ 0.00**

*Pricing available on full truckloads only. Truck may consist of two difference sized containers to fill truckload.
**Pricing includes delivery to City's selected receiving yard. Containers will be delivered with Lids attached. Wheels and catch bars must be assembled prior being deployed by city.

ALL PRICES F.O.B. BOYNTON BEACH

Prices quoted shall include any and all costs of delivery to and unloading at the Public Works Compound, 222 N.E. 9th Avenue, Boynton Beach, Florida 33425.

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Prices quoted must be held for ninety (90) days to allow for evaluation. Bid price shall be good for two (2) years upon award.

It is further agreed that the product will be delivered within 30 calendar days from the date of the Purchase Order from the City.

0 % discount off of list pricing will be extended to the City for the purchase of container spare parts on an "as needed" basis (enclose price sheet).

Specification "check-off" sheets (Pages 19 to 22) submitted	X Yes/No
Product Literature submitted	X Yes/No
List of References submitted	X Yes/No
Warranty Enclosed	X Yes/No
Wind tunnel Test submitted	X Yes/No

Rehrig Pacific Company SINCE 1913

COMPANY NAME

Primary Contact: Dave Afonso
Sales Representative
C: 954-415-0519

(800) 998-2525
TELEPHONE NUMBER

SIGNATURE

Lisa Perkins
PRINTED NAME

Municipal Cotnract Manager
TITLE

E-mail: DAfonso@RehrigPacific.com

Date: April 27, 2015

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BIDDER'S QUALIFICATIONS STATEMENT

BIDDER shall furnish the following information. All questions to be answered in full, without exception. If copies of other documents will provide the appropriate answer to the question, they may be attached and clearly labeled. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

BIDDER'S GENERAL INFORMATION:

1. BIDDER'S Name, Principal Address, Phone and Fax Number:

   Rehrig Pacific Company HQ: 4010 East 26th Street, Los Angeles, CA 90058

   Local Mfg: 7452 Presidents Dr., Orlando, FL 32809 407-857-3888/Fax: 857-0900

2. Number of years as a Contractor in this type of work: 26+

3. Names and titles of all officers, partners or individuals doing business under trade name:

   William J. Rehrig, President — Cindy Strople

   Michael J. Doka

   Rajesh J. Lahur

4. The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☒

5. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

   SullivanCurtisMonroe Insurance Services, LLC Eugene T. Zondlo (949) 250-7172

   1920 Main Street, Suite 600, Irvine, CA 926142100 Main Street, Suite 350, Irvine, CA 92614

6. What is the last project of this nature that you have completed?

   City of Lake Mary, FL - We provide Roll Out Containers on a constant basis through out the U.S. If you need more detailed information, please let us know.

7. Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

   Yes

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8. List past clients your company has worked for within the past three years.

BUSINESS/ CONTACT No. 1	Please see attached reference list. If more details are needed, please let us know.	Product/ Service and $ Value Beg/End	Tel: Fax: Email
BUSINESS/ CONTACT No. 2		Product/ Service and $ Value Beg/End	Tel: Fax Email
BUSINESS/ CONTACT No. 3		Product/ Service and $ Value Beg/End	Tel: Fax Email
BUSINESS/ CONTACT No. 4		Product/ Service and $ Value Beg/End	Tel: Fax: Email
BUSINESS/ CONTACT No. 5		Product/ Service and $ Value Beg/End	Tel: Fax: Email

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

Dave Afonso - Sales Representative

Andres Gutierrez - Plant Manager

Donna McGowan - Customer Service Representative

10. State the name and licensing of the individual who will have personal supervision of the WORK. (Attach all licensing)

Dave Afonso and Andres Gutierrez - licensing not applicable

11. Will you sublet any part of this WORK? If so, give details.

No unless Assembly and Distribution of Roll Out Carts to residents is requested

12. What equipment do you own that is available for the WORK? (Attach additional sheets as necessary)

Production facility in Orlando properly manned and equipped. Also can be supported by 6 other manufacturing facilities through out the U.S. If more specific info is required, please let us know.

13. What equipment will you purchase for the proposed WORK?

None as we are already properly equipped.

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14. What equipment will you rent for the proposed WORK?

None as we are already properly equipped.

15. Has the Bidder or any principals of the Firm failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? If yes, please explain below:

None.

16. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

None.

17. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

None

18. Is the Bidder currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? (If yes, specify in details the circumstances, and prospects for resolution).

No.

19. Bank References (Include name, job title, and telephone number of contact person) – Minimum 1

Union Bank, Randall Weaver, 445 S. Figueroa St., Los Angeles, CA 90071/213-236-7010

20. Annual Average Services Revenue of the Bidder for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	~100-200 Million
b.	Non-Governmental Related Work	~150-250 Million
	Total Work (a +b):	$300-450 Million year

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Services Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

20. Principal Materials Manufacturer and Subcontractors. The BIDDER who proposes to perform WORK specified and shown on the Drawings is submitting this Bid Form. The Schedule of Bid Prices shown on the preceding pages(s) has been calculated and tabulated using basic material prices. The following is a list of material manufacturers and subcontractors whose materials and services said BIDDER proposes to furnish and utilize if awarded a CONTRACT for the WORK specified herein and shown on the Plans. It is understood that the following list is not complete, but includes the names of manufacturers of the principal components and subcontractors supplying principal services to said project. It is also understood that if awarded a Contract, the BIDDER will furnish the materials of the manufacturers and utilize the services of the subcontractors stated herein and that if for any reason whatsoever BIDDER wishes to substitute materials or subcontractors BIDDER shall request permission in writing from the CITY stating fully the reason for making such a request prior to ordering same.

All manufacturers or their authorized vendors have been made aware of all the appropriate portions of the Bid Documents and agree that their materials will meet all of the requirements stated therein and deliveries will be scheduled so as not to impede the progress of the WORK.

Materials:

Item		Manufacturer
HDPE Resin	:	Dow or Exxon
Color/UV Stabilizer	:	TechmerPM
	:	
	:	
	:	
	:	
	:	
	:	
	:	

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The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by CITY in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the CITY and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the CITY and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

By _____ Lisa Perkins, Municipal Contract Mgr.
(Signature)

Date May 10, 2015

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BID No.: 048-2510-15/JMA

SCHEDULE OF SUB-CONTRACTORS

The Undersigned Bidder proposes the following major subcontractors for the major areas of work for the Project. The Bidder is f contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in acc general conditions. This page may be reproduced for listing additional sub-contractors, if required.

Name and Address of Sub-Contractor	Scope of Work	Percentage (%) of Contract
None anticipated at this time.		

Signature Lisa Perkins Date: 4/30/15

Municipal Contract Manager

Title/Company Rehrig Pacific Company

Owner reserves the right to reject any sub-contractor who has previously failed in the proper performance of an award time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform un reserves the right to inspect all facilities of any sub-contractor in order to make a determination as to the foregoing.

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A D D E N D A

CITY OF BOYNTON BEACH
FLORIDA
BID No. 048-2510-15/JMA

BIDDER: Rehrig Pacific Company

DATE SUBMITTED: April 30, 2015

We propose and agree, if this submittal is accepted, to contract with the City of Boynton Beach, in the Contract Form, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, construction, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

ADDENDUM NO.	DATE	ADDENDUM No.	DATE
001	May 5, 2015		

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID**

A D D E N D A

CITY OF BOYNTON BEACH
FLORIDA
BID No. 048-2510-15/JMA

BIDDER: Rehrig Pacific Company

DATE SUBMITTED: April 30, 2015

We propose and agree, if this submittal is accepted, to contract with the City of Boynton Beach, in the Contract Form, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, construction, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

ADDENDUM NO.	DATE	ADDENDUM No.	DATE
001	May 5, 2015		

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID**

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BID No.: 048-2510-15/JMA

SCHEDULE OF SUB-CONTRACTORS

The Undersigned Bidder proposes the following major subcontractors for the major areas of work for the Project. The Bidder is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required.

Name and Address of Sub-Contractor	Scope of Work	Percentage (%) of Contract
None anticipated at this time.		

Signature Lisa Perkins Date: 4/30/15

Municipal Contract Manager

Title/Company Rehrig Pacific Company

Owner reserves the right to reject any sub-contractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible(financial capability, lack of resources, etc.) to perform under this award. Owner reserves the right to inspect all facilities of any sub-contractor in order to make a determination as to the foregoing.

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

REFERENCES FOR Rehrig Pacific Company
(NAME OF FIRM)

Company Name:
See attached.

Address:
See reference section of bid packet.

Contact Name:

Phone: Fax: E-Mail:

Company Name:

Address:

Contact Name:

Phone: Fax: E-Mail:

Company Name:

Address:

Contact Name:

Phone: Fax: E-Mail:

Company Name:

Address:

Contact Name:

Phone: Fax: E-Mail:

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NON COLLUSION AFFIDAVIT OF **PRIME** BIDDER

State of California)

County of Los Angeles)

Rajesh J. Luhar, being first duly sworn, deposes and says that:

1) He/She is CFO (Title) of Rehrig Pacific Company (Name of Corporation or Firm), the bidder that has submitted the attached bid:

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

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

4) Further, the said 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 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) Rajesh J. Luhar
Rajesh J. Luhar
CFO
(Title)

Subscribed and sworn to before me

Buena M. Blackburn, Notary Public
This 30 day of April, 2015

Rajesh J. Luhar, who proved to me on the basis of satisfactory evidence to be the person who appeared before me. A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

My commission expires Sept. 22, 2016

BUENA M. BLACKBURN
COMM. #1989157
Notary Public - California
LOS ANGELES COUNTY
My Comm. Exp. Sep. 22, 2016

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ANTI-KICKBACK AFFIDAVIT

STATE OF ~~FLORIDA~~ California)
Los Angeles : SS
COUNTY OF ~~PALM BEACH~~)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____
NAME - SIGNATURE

Sworn and subscribed before me
this 30 day of April ,20 15

Rajesh J. Luhar, who proved to me on the basis of satisfactory evidence to be the person who appeared before me. A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Printed Information:

Rajesh J. Luhar
NAME

CFO
TITLE

Rehrig Pacific Company
COMPANY

NOTARY PUBLIC, State of ~~Florida~~ California
at Large Buena M. Blackburn
My Commission expires: Sept. 22, 2016

BUENA M. BLACKBURN
COMM. #1989157
Notary Public - California
LOS ANGELES COUNTY
My Comm. Exp. Sep. 22, 2016

"OFFICIAL NOTARY SEAL" STAMP

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CONFIRMATION OF MINORITY OWNED BUSINESS

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return
this form with your bid proposal sheet making it an official part of your bid response.

Is your company a Minority Owned Business ? _____

_____

Yes No

If Yes, please indicate by an "X" in the appropriate box:

( ) AMERICAN INDIAN

( ) ASIAN

( ) BLACK

( ) HISPANIC

( ) WOMEN

( ) OTHER _____
(specify)

( ) NOT APPLICABLE

Do you possess a Certification qualifying your business as a Minority Owned Business?

YES _____ NO X

If YES, Name the Organization from which this certification was obtained and date:

_____
Issuing Organization for Certification

_____
Date of Certification

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

CONFIRMATION OF DRUG-FREE WORKPLACE

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 five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature
Rajesh J. Luhar, CFO

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

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

BID No. 048-2510-15/JMA

A TWO YEAR TERM FOR THE SUPPLY OF INJECTION MOLDED MOBILE REFUSE CONTAINERS & PARTS FOR THE AUTOMATED GARBAGE COLLECTION PROGRAM

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of the resultant Contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Rehrig Pacific Compay
CONTRACTOR NAME

By _____
Lisa Perkins

Title: Municipal Contract Manager

Date: April 30, 2015

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

The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton Beach Boulevard
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

ADDENDUM No. 1

DATE: May 5, 2015

BID TITLE: "A TWO YEAR TERM FOR THE SUPPLY OF INJECTION MOLDED MOBILE REFUSE CONTAINERS AND PARTS FOR THE AUTOMATED GARBAGE COLLECTION PROGRAM"

BID NUMBER: 048-2510-15/JMA

The following changes, additions, deletions, and/or information are hereby made a part of the Bid for "A Two Year Term for the Supply of Injection Molded Mobile Refuse Containers and Parts":

ADDITIONAL INFORMATION

In response to questions received via email:

1. Cost Adjustments: In an effort to protect the City and each cart manufacturer as it relates to price adjustments, we ask that the City consider removing the requirement to keep pricing firm for two years.

   ANSWER: Requested pricing is for a two year period. Cost Adjustments are allowed after the initial two year term per Special Conditions, number 15, Cost Adjustments.

2. Quantity: Approximately 1,500 containers will be purchased a year. Please clarify if that is approximately 1,500 65 gallon containers and 1,500 95 gallon containers purchased each year for a total of 3,000.

   ANSWER: Total of all containers is approximately 1,500 per year; a mix of 65 gallon and 95 gallon as demand dictates.

3. We ask for language to be changed stating that the axle itself cannot be used as the tipping fulcrum.

   ANSWER: Staff does not use axle to tip can.

4. It will be more cost effective for the City if the manufacturer does not have to unload the carts at the Public Works Compound.

ACKNOWLEDGEMENT OF ADDENDUM No. 1

REQUEST FOR BID
FOR
A TWO YEAR TERM FOR THE SUPPLY OF INJECTION MOLDED MOBILE REFUSE CONTAINERS AND PARTS FOR THE AUTOMATED GARBAGE COLLECTION PROGRAM

BID No. 048-2510-15/JMA

RESPONDENT MUST SIGN, DATE AND INCLUDE THIS "ACKNOWLEDGEMENT OF ADDENDUM No. 1" WITH BID PACKAGE IN ORDER FOR SUBMITTAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

NAME OF COMPANY: Rehrig Pacific Company

Lisa Perkins
PRINT NAME OF REPRESENTATIVE

SIGNATURE OF REPRESENTATIVE

5/5/15
DATE

"HUSKYLITE®" Roll Out Cart Warranty

Rehrig Pacific Company offers a unique full warranty for a period of 10 years. Rehrig Pacific Company warrants that its HuskyLite® containers purchased will conform to all applicable specifications, will be free from defects in material and workmanship, and will be fit for the particular purpose intended by the Buyer. The conditions of this warranty include failure of the cart body, lid, lid attachments, wheels, axle, and all hardware.

Rehrig Pacific Company extends this warranty only to the first purchaser of the HuskyLite® containers.

Warranty Coverage Exclusions

This warranty does not cover: (1) use under circumstances exceeding specifications, (2) Buyer or User abuse or vandalism, (3) unauthorized repair or alteration, (4) damage or failure as a result of incompatible, improperly installed, improperly operated, or defective lifting or dumping mechanisms, (5) damage or failure caused by natural calamities such as fire, storm, or high winds.

Rehrig Pacific Company will not be liable for any claims of loss of business, loss of profits, loss of income or any other losses or expense which exceeds the purchase price of the allegedly defective container.

Administration of Warranty

Any component that fails during the 10 year warranty will be repaired or replaced at no cost to the Buyer provided that:

(1) Buyer notifies Rehrig Pacific Company in writing no later than the end of the applicable warranty period of the claimed defect;

(2) Buyer agrees that Rehrig Pacific Company shall have the right to inspect and test the allegedly defective container;

(3) Determination of the alleged failure shall be made jointly in the judgment of the Buyer and Manufacturer;

(4) The serial number(s) of the defective container(s) shall be submitted via email to Rehrig Pacific Company using the electronic warranty form. Each serial number must be accompanied by the appropriate warranty code identifying where the failure occurred.

(5) Rehrig Pacific Company reserves the right to recycle the defective containers. Buyer agrees to empty, disassemble, and stack containers for shipment back to Rehrig Pacific Company. Rehrig Pacific Company shall be responsible for setting up shipment and the associated freight charges.

(6) Any repaired or replaced component will assume the remainder of the 10-year warranty from the original cart's initial purchase date.

(7) Rehrig Pacific reserves the right to either replace or repair the defective component.

Environmental

Rehrig Pacific Roll-out Carts

Rehrig Pacific Company
Since 1913

Proven to withstand the rigors of today's collection systems, Rehrig Pacific's **HuskyLite Roll-out Carts** are setting new industry standards for durability and efficiency. Available in 18 gallon through 95 gallon models, for nearly any curbside application, these carts roll easily even with heavy loads. The continuous one-piece handle provides a strong gripping area and the wide wheelbase makes maneuvering easy.

HuskyLite carts are flexible, yet hold their shape even after years of service. A reinforced top lip adds strength and rigidity as do the double drag rail and reinforced bottom. The specially designed wide ground-hugging base helps keep these carts upright and stable.

ROC-65NB *ROC-35MB* *ROC-18/20*

Options for the Roll-out Carts include internal and external locking lids, which can be made with slots for collecting confidential documents or cutouts for recyclable beverage containers. Wheel options include blow-molded wheels or quiet treaded snap-on wheels that install in seconds.

Roll-out Carts are shipped with lids already attached, saving additional mbly time.

ROC-95NB *ROC-95U* *ROC-95EA*

Mixed Sources
FSC

Environmental

Rehrig Pacific Company
Since 1913

Rehrig Pacific Roll-out Carts Product Information

Dimensions[1] (in.)	ROC- 18/20	ROC-35[3]	ROC-65	ROC-95
Height w/Lid	32.60	39.13	40.58	45.13
Width	19.80	20.20	26.70	28.50
Depth	18.00	22.98	28.11	33.73
ANSI Load Rating[2] (lb.)	70.00	122.50	227.50	332.50

Truckload Quantities:	ROC-18	ROC-20	ROC-35	ROC-65	ROC-95
Stack Size	7 high	Inquire	9 high	9 high	8/9 high
48' Trailer	770	Inquire	864	504	384/432
53' Trailer	875	Inquire	1,080	648	432/486

1 Dimensions vary depending on wheel and lid options
2 ANSI Z245.30 - 2008
3 20 gallon insert available

Roll-Out Carts

Features and Options

- For Semi-Automated or Automated Collection of Household Refuse, Recyclables and Organic Wastes
- Universal Cart Models Available in All Sizes; Fully-Automated ROC-95FA Cart also Available
- Constructed of High Quality, Resilient UV-Stabilized HDPE Resin. Available in a Wide Range of Colors.
- Rotating Metal or Molded-In Catch Bars
- Hot-Stamp Branding of Logos and Recycling Slogans; Bar Coding, Sequential Numbering and Multi-Color In-Mold Labeling Options
- RFID Integration Available for Use in Asset and Participation Tracking Programs
- Divider Option for Two-Stream Collection
- Optional European Lip
- Lid Cutouts for Recyclables Available
- Lid Opening Options Include 90° or 110° Stops
- Blow Molded or Quiet Tread Wheels Available in Cotter Pin, End Cap or Snap-on Styles
- Optional Features for Confidential Document Destruction Carts:
  - Lids with Internal Key Lock or External Tongue Plate and Padlock
  - Slotted Openings with Anti-Fish Option
- See Organic Waste Container Specification Sheet for Additional Features and Options

ROC-18 Carts Stacked

European Lip

Branded ID Number and Bar Code

Gravity Lock

Internal Lock with Key

External Lock (padlock not included)

Multi-Color In-Mold Label (I.M.L.)

Optional Openings for Recyclables

Optional 90° or 110° Lid Stops

A FAMILY TRADITION OF GROWTH, SERVICE AND INNOVATION

Headquarters: 4010 East 26th Street Los Angeles, California 90058 (323) 262-5145 (800) 421-6244 FAX: (323) 269-8506
Erie, PA (800) 458-0403 • Atlanta, GA (800) 241-9693 • Dallas, TX (800) 426-9189 • Kenosha, WI (800) 934-3312
De Soto, KS (866) 265-4108 • Orlando, FL (800) 998-2525 • Canada (877) 456-8094 • Mexico +52 (442) 296-2000
www.rehrigpacific.com • info@rehrigpacific.com

Rehrig Pacific Company

95 Gallon Universal
Roll Out Cart Specifications

Meets and/or exceeds all ANSI Standards

Manufacturing Process:	Injection Molding
Material:	High-density polyethylene resin (HDPE) Manufacturer: Exxon Type: HD-6605 Color pigment and ultraviolet inhibitor compounded at 2% by weight
Wall Thickness:	Cart Minimum: 0.175 inches Critical Wear Points: 0.185 inches (Cart Bottom, handle & lift mechanisms) Lid Minimum: 0.140 inches
Cart Dimensions:	Height (includes lid): 45.13 inches Width: 28.70 inches Depth: 33.73 inches Resin weight: 34.10 pounds Assembled weight: 41 pounds Gripping diameter: 27 inches Capacity: 95 gallons Load Rating: 332.50 pounds
Imprinting:	Hot stamp process permanently imprints logos and other information including serial numbers and user instruction
Lid Opening:	270 degrees
Lid Assembly:	Carts are shipped with the lids already attached.
Catch Bar:	Integrally molded plastic catch bar or factory installed 1"x ~9.72" corrosion resistant zinc plated steel catch bar which is easily installed
Axle:	High strength, low alloy steel, 3/4 inches x 23.8 inches, zinc plated or powder coated equivalent for corrosion protection.
Wheel:	10 or 12" x 1.75" blow molded, snap-on wheel with 1.4" integrated spacers
Handle:	Handle attachments are integrally molded part of the container body with a gripping area of 16 inches. Clearance between the cart body and the inside edge of the handle has been maximized to provide optimum control of a fully loaded cart
Lift System Compatibility:	Compatible with American semi-automated bar-locking lifters and fully automated arm lifters.
Truckload Quantity:	486, stacked 9 high

Product Specs

Container Resin Weight

When considering the overall strength characteristics and longevity of a plastic container, there are several factors to consider. Processing, material, engineering (design) and weight are all factors in determining the durability of an automated container. It is our belief that the resin weight of a cart is crucial when producing a cart that can absorb and withstand the abuse inflicted by today's collection equipment.

Rehrig Pacific manufactures carts using the injection molding process. Unlike the rotational and blow molding processes, the injection molding process allows the manufacturer to design molds that allow for additional plastic to be injected into the critical wear areas of the container, such as the sidewalls, bottom and the lifting skirt area. This added material is a crucial component and is what gives our container the strength and durability to withstand the rigors of automated collection equipment. Other manufacturing processes outside of injection molding do not possess this ability, making it impossible to reinforce the areas of a container that matter the most.

In recent years, some container manufacturers (both injection and rotational molders) have made the decision to introduce carts to the market that possess far less resin than their original designs. While it is unclear as to why this decision was made, rising costs of resin (raw material) appears to be the main factor. Some manufacturers have introduced carts with nearly 5 pounds less raw material (resin) to compete in the market. On a 34-pound cart (resin weight) this would represent roughly 15% less material. To include the reduction in resin weight, some of these manufacturers have decided to reduce or prorate their cart warranties to better prepare themselves for the increases in failures that they anticipate experiencing from these lower quality carts.

Unlike our competition, Rehrig Pacific Company has made the decision to continue to deliver high quality carts to the marketplace without compromising the durability of our products. Instead of removing plastic from our container, we have increased our capacity and moved our production closer to our customers. This allows us to better offset resin increases with lower freight rates.

Our container failure rate is approximately 0.25% and is testament to the design and durability of our products. Rehrig Pacific stands by our commitment to quality and we believe that we have the strongest and longest lasting container on the market today. That is why we continue to offer and stand by our 10-year, non-prorated warranty for our containers.

The unassembled resin weights of Rehrig Pacific's carts are:

35-gallon	17.9 lbs.
65-gallon	27.5 lbs.
95-gallon	34.1 lbs.

Stability and Maneuverability

Rehrig Pacific Company specifically designed its containers so that the cart is extremely stable and self-balancing when it is empty or loaded. The wide reinforced top lip gives strength to the cart body. The ground hugging features keep our cart stable even in high winds and on uneven terrain. Containers that do not have this feature have a tendency to fall over on their side after the container has been emptied at the curb.

Ergonomic design features such as our large heavy-duty handle make maneuvering our cart an effortless task. The integrated foot tilter on our 65 and 95-gallon carts help the resident handle a full cart with more ease.

Rehrig Pacific Company's containers are easy to maneuver.

Plastic Material

Rehrig Pacific Company uses only the highest grade HDPE especially formulated to meet the demands of refuse and recycling bin and cart applications. We currently purchase our resin from DOW Plastics & Exxon Mobil. The DOW material used in the manufacturing of the Rehrig Pacific carts and bins is DMDB-7905 NT 7 and the Exxon material is HD-6605, both materials are a narrow molecular weight copolymer that is designed for a wide range of injection molding applications. The materials provide excellent impact strength, stress crack resistance and process ability. These materials are ideally suited for articles requiring rugged physical performance in cold temperature environments, such as refuse and recycling carts and bins. If you would like to learn more about these materials please reference the Materials Safety Data Sheets (MSDS) attached.

Ultraviolet Stabilization

Rehrig Pacific Company utilizes an H.A.L.S. (Hindered Amine Light Stabilizer) ultraviolet stabilizer (U.V.) package, which is considered a superior U.V. stabilizer package. This master-batch (or concentrate) contains maximum light stable color pigments that have the highest rating possible to prevent fading. The master-batch also contains ultraviolet inhibitors similar to or better than the Chemisorb 944 and thermal stabilizers in final levels to ensure minimal degradation in the field. At Rehrig Pacific we introduce our H.A.L.S. ultraviolet package into our rollout carts and bins at a 1.5%- 2.0% let down ratio by total resin weight of the container.

In contrast to "screener" U.V. stabilizers, the H.A.L.S. package protects the plastic resin at the chemical level. The package is designed to seek damaged or broken polymer chains at the chemical level and repair and protect the polymer chains from U.V. rays, thus maintaining the physical material properties of the plastic resin and container. Other U.V. stabilizers act as "screeners", similar to suntan lotion, in which the stabilizer attempts to screen the plastic and container from U.V. rays. Unfortunately, moisture can wash off "screeners", leaving the container exposed to harmful U.V. rays.

Color deterioration is controlled by the quality and type of pigment, separate from the deterioration of physical properties. U.V. rays interact with the pigment and can modify the pigment, depending on the amount and intensity of the U.V. rays and the quality of the pigment. Certain color pigments are more difficult to control especially variations of the color red and bright fluorescent colors.

Hot-Melt Compounding Certification

Rehrig Pacific Company blends high density polyethylene with UV-stabilized colorant using the hot-melt compounding process for the production of our recycling bins and 35, 65, and 95 gallon Huskylite® containers. All materials are in a molted state when injected into the mold in order to ensure uniform distribution of these materials throughout the container.

Lisa Perkins

Lisa Perkins
Municipal Contract Manager

Printed on Recycled Paper

Product Information

Dow Plastics

DOW DMDB-7950 NT 7

High Density Polyethylene Resin

- Injection molding
- Roll-out trash carts and other large parts
- Excellent impact strength, stress crack resistance and processability
- Very narrow molecular weight distribution
- Complies with U.S. FDA 21 CFR 177.1520 (c) 3.1a Consult the regulations for complete details.

DOW DMDB-7950 NT 7 High Density Polyethylene (HDPE) Resin is intended for use in injection molding applications such as roll-out trash carts and other large parts with short molding cycles. It is produced via UNIPOL™ Process Technology from Dow and has been designed to meet the rigorous performance characteristics of impact resistance, environmental stress crack resistance, stiffness, and low warpage, while maintaining excellent moldability.

Physical Properties	Test Method	Values[1] English (SI)
Resin Properties		
Melt Index (I_2) @190°C/2.16 kg, g/10 min	ASTM D 1238	5.75
Density, g/ cm^3	ASTM D 792	0.948
DSC Melting Point, °F (°C)	Dow Method	266 (130)
DSC Crystallization Point, °F (°C)	Dow Method	244 (118)
Vicat Softening Point, °F (°C)	ASTM D 1525	261 (127)
Molded Plaque Properties[2]		
Hardness, Shore D	ASTM D 2240	54
Flexural Modulus, 2% Secant, psi (MPa)	ASTM D 790 B	146,000 (1010)
Tensile Strength at Break, psi (MPa)	ASTM D 638	3800 (26)
Tensile Strength at Yield, psi (MPa)	ASTM D 638	3600 (25)
Tensile Elongation at Break, %	ASTM D 638	1200
Tensile Elongation at Yield, %	ASTM D 638	8
Tensile Impact Strength, ft-lb/in.^{2} (kJ/m^2)	ASTM D 1822, Type S	50 (105)
Environmental Stress Crack Resistance, 122°F (50°C), F_{50}, 100% Igepal®, hrs.	ASTM D 1693	40
Brittleness Temperature, °F (°C)	ASTM D 746	<-105 (<-76)
Deflection Temperature Under Load @ 66 psi (0.45 MPa), °F (°C)	ASTM D 648	154 (68)

(1) Typical values, not to be construed as specifications. Users should confirm results by their own tests.
(2) Molded and tested in accordance with ASTM D4976.

Material Specs

Printed on Recycled Paper

*See "Handling Considerations" attached

*Trademark of The Dow Chemical Company

Published 03/04
Form No 305-02984-0304X

†Dow Plastics, a business group of The Dow Chemical Company and its subsidiaries.

Handling Considerations

Material Safety Data (MSD) sheets for the product are available from Dow Plastics, a business group of The Dow Chemical Company and its subsidiaries, to help customers further satisfy their own safe handling and disposal needs and those that may be required by OSHA. Material Safety Data sheets on Dow products are intended to provide customers with essential information on such topics as Health and Worker Safety, Combustibility, and Disposal Considerations. Such information should be requested from the supplier(s) of any product(s) prior to working with it. As various additives and processing aids used in fabrication have their own safe use profile, their possible influence on handling and disposal must be investigated separately. For "Regulated" uses, such as food contact, your Dow sales representative can obtain compliance letters for specific resins.

Disposal

DO NOT DUMP INTO ANY SEWERS, ON THE GROUND, OR INTO ANY BODY OF WATER. All disposal methods must be in compliance with all Federal, State/provincial, and local laws and regulations. Waste characterizations and compliance with applicable laws are the responsibility solely of the waste generator.

THE DOW CHEMICAL COMPANY HAS NO CONTROL OVER THE MANAGEMENT PRACTICES OR MANUFACTURING PROCESSES OF PARTIES HANDLING OR USING THIS MATERIAL. THE INFORMATION PRESENTED HERE PERTAINS ONLY TO THE PRODUCT AS SHIPPED IN ITS INTENDED CONDITION AS DESCRIBED IN MSDS SECTION 2 (Composition/Information On Ingredients). FOR UNUSED AND UNCONTAMINATED PRODUCT, the preferred options include sending to a licensed, permitted: recycler, reclaimer, incinerator or other thermal destruction device, and landfill. These polymers have high heat values and should be incinerated only in units designed to handle high heats of combustion. In landfill, these polymers are inert, do not degrade quickly, form a strong and permanent soil base, and evolve virtually no gases or leachates known to pollute water resources.

As a service to its customers, Dow can provide names of information resources to help identify waste management companies and other facilities which recycle, reprocess, or manage chemicals or plastics, and that manage used drums. For more details, contact The Dow Chemical Company Customer Information Center at 1-800-441-4369. In Mexico, call 95-800-441-4369.

Product Stewardship

The Dow Chemical Company has a fundamental concern for all who make, distribute, and use its products, and for the environment in which we live. This concern is the basis for our Product Stewardship philosophy by which we assess the health and environmental information on our products and take appropriate steps to protect employee and public health, and our environment. Our Product Stewardship program rests with each and every individual involved with Dow products – from the initial concept and research, to manufacture, use, sale, and disposal of each product.

Customer Notice

Dow strongly encourages its customers to review both their manufacturing processes and their applications of Dow products from the standpoint of human health and environmental quality to help ensure that Dow products are not used in ways for which they are not intended or tested. Dow personnel will assist customers in dealing with ecological and product safety considerations. Dow product literature, including MSD sheets, should be consulted prior to use of Dow products. Your Dow Plastics sales representative can arrange the proper contacts, or write to Dow Plastics.

Additional Information

For more information in the United States or Canada, call 1-800-441-4369. In Mexico, call 95-800-441-4369.

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v01

The Dow Chemical Company, 2040 Dow Center, Midland, MI 48674
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Dow Quimica Mexicana, S.A. de C.V., Torre Optima – Mezzanine, Av. Paseo de Las Palmas No. 405, Col. Lomas de Chapultepec, 11000 Mexico, D.F., Mexico

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Material Specs

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ExxonMobil Chemical

ExxonMobil HD 6605

Injection Molding HDPE

Material Description

HD 6605 is a narrow molecular weight hexene copolymer designed for a wide range of injection molding applications, offering excellent ESCR with good stiffness-toughness balance. Ideally suited for articles requiring rugged physical performance in cold temperature environments.

Typical Applications

- Waste carts
- Recreational vehicle components
- Industrial closures
- Automotive components

HD 6605.70 with standard processing antioxidants
HD 6605.29 with UV-8 protection package

Resin Properties	Test Based On[3]	Units	Typical Value[1]
Melt Index	ASTM D-1238 (190°C, 2.16 kg)	g/10 min.	5
Density	ASTM D-4883	g/cm^3	0.948
Melting Point	ExxonMobil Method	°C (°F)	130 (266)
Molded Properties[2]			
Flexural Modulus 1% Secant	ASTM D-790 Procedure B	MPa (psi)	710 (102,400)
Tensile Yield Stress	ASTM D-638	MPa (psi)	21.2 (3060)
Tensile Break Elongation	ASTM D-638	%	70
Tensile Impact @ - 40°C	ASTM D-1822	kJ/m^2 (ft-lb$_f$/in^2)	325 (155)
Notched Izod Impact @ - 40°C	ASTM D-256	J/m(ft-lb$_f$/in)	70.5 (1.32)
Brittleness Temperature	ASTM D-746	°C (°F)	< -70 (< -94)
Environmental Stress Crack Resistance, F_{50}	ASTM D-1693 Cond. B, 10%	hr	18
Deflection Temperature @ 66 psi	ASTM D-648	°C (°F)	67 (152)
@ 264 psi			38 (101)

1. Values given are typical and should not be interpreted as specification. Values may change with future grade development.
2. Properties are based on injection molded samples.
3. ASTM test procedures may be modified to accommodate operating conditions or facility limitations.

Food Packaging

Grades have FDA compliance. Restrictions may apply, contact your ExxonMobil representative for more details.

September 2001

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The Dow Chemical Company
Midland, MI 48674
U.S.A.

October 6, 2006

To whom it may concern:

This letter is to certify that The Dow Chemical Company supplies 100% prime HDPE resin (product code DMDB-7950) made to our production specifications. This includes appropriate levels of primary and secondary antioxidants. DMDB-7950 is used by Rehrig Pacific Company in the manufacture of roll-out carts.

If you have any further questions, please do not hesitate to contact me.

Sincerely,

James R. Walley

James R. Walley
Account Executive
Polyolefins & Elastomers Business Group

Mailing Address
5710 E. 7th St. #227
Long Beach, CA 90803
562/986-7925 - Phone
562/986-7928 - Fax

645040 100606A: JRW\kmo

Mat 'al Specs

Rehrig Pacific Company
SINCE 1913

Master Roll-Out Cart Reference List

Customer	Address	Contact Information E-mail	ROC Customer Since	ROC's in Service
Abington Township, PA	2201 Florey Lane Abington, PA 19001	Ed Micciolo 267-536-1033 emicciolo@abington.org	2005	15,000 95's 15,000 65's 17,000 35's
Advanced Disposal	1798 Hagemann Dr. Batavia, IL 60510	Bob Pfister (630) 313-1119 bob.pfister@advanceddisposal.com	2013	10,000+
Charleston County, SC	4350 Azalea Charleston, SC 29403	Hal Crawford (843)202-7973 hcrawford@charlestoncounty.org	2011	11,000 95's & 65's
City of Appleton, WI	2625 E. Glendale Ave Appleton, WI 54911	Nathan Loper Nathan.loper@Appleton.org (920) 832-3945	2013	25,000 95's
City of Atlanta, GA	55 Trinity Avenue S.W. Suite 4600 Atlanta, GA 30303	Gayla Dodson (404) 330-6236 GDodson@atlantaga.gov	1999	70,000 95's
City of Bloomington, IL	1115 E. Washington St. Bloomington, IL 61702-3157	Jim Karch, Dir of PW / Robert Henson, Manager Jim: (309) 434-2225/ Rob: (309) 275-1745 Jkarch@cityblm.org/rhenson@cityblm.org	2012	50,000 65's
City of Boca Raton, FL	2500 NW 1st Avenue Boca Raton, FL 33431	Patrick Bardes (561) 416-3395 pbardes@myboca.us	2011	4,600+
City of Brook Park, OH	616 Engle Road Brookpark, OH 44142	Mark Elliot mayor@cityofbrookpark.com 216-433-1300	2012	16,000 95's
City of Calgary, AB	677 25th Avenue S.E. Calgary, AB T2G 4A8	Christy Lyon (403) 268-8475 Christy.lyon@calgary.ca	2010	300,000 65's
City of Cedar Park, TX	611 N. Bell Cedar Park, TX 78613	Nanette McCartan nanette.mccartan@cedarparktx.us 512-401-5310	2010	34,000 95's
City of Cedar Rapids	940 Fourth Street SW Cedar Rapids, IA 52404	Mark Jones (319) 286-5887 m.jones@cedar-rapids.org	2001	75,000 95's 25,000 65's
City of Cincinnati, OH	Centennial Place Cincinnati, OH 45202	Mary Ferguson (513) 352-5489 mary.ferguson@cincinnati-oh.gov	2013	9,000 95's 92,000 95's 2,000 35's
City of Coconut Creek, FL	4800 West Copans Road Coconut Creek, FL 33063	Jean Dupuis, PW Operations Mgr (954) 973-6781	2013	8,000 65's
City of Culver City, CA	9255 W. Jefferson Blvd Culver City CA 90232	Don Condon 310-253-6405 don.condon@culvercity.org	1999	14,000 95's 19,000 65's
City of Davenport, IA	Public Works Ctr 1200 East 46th St. Davenport, IA 52807	Todd Jones (563) 326-7933 tmj@ci.davenport.ia.us	2005	4,000 95's 20,000 65's 10,000 35's
City of Deerfield Beach, FL	Public Works Dept. 401 SW. 4th Street Deerfield Beach, FL 33441	Chad Grecsek/Patrick J. Bardes Chad: 954-420-5562/Pat: 954-480-1428 cgrecsek@deerfield-beach.com	2012	14,500 65's 3,000 35's
City of Denton, TX	1527 S. Mayhill Road Denton, TX 76208	Tyler Hurd 940-349-7100 tyler.hurd@cityofdenton.com	2003	25,000 95's 18,000 65's
City of Denver, CO	2000 W. 3rd Ave.3rd Floor Denver, CO 80223 www.DenverGov.org/DenverRecycles	Charlotte Pitt, Manager 303-446-3413 charlotte.pitt@denvergov.org	2005	95's 18,0000 65's 80,000
City of Fall River, MA	1 Government Center Fall Ravier, MA 27220	Tammy Moutinho (508) 324-2227 tmoutinho@fallriver.org	2009	35,000
City of Franklin, MA	257 Fisher Street Franklin, MA 02038	Chris White 508-520-4910	2010	17,000
City of Garland, TX	1720 Commerce Garland, TX 75040	Gary Holcombe 972-205-3400	1998	31,000 95's
City of Hagerstown, MD	Eng./Inspection Dept, 1 E. Franklin St Hagerstown MD 21740	Rodney Tissue (301) 739-8577 x128 rtissue@hagerstownmd.org	2012	13,000

References

Rehrig Pacific Company
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Master Roll-Out Cart Reference List

Customer	Address	Contact Information E-mail	ROC Customer Since	ROC's in Service
City of Hemet	3777 Industrial Way Hemet, CA 92545	Wade Edge 954-967-4203	1999	25,000 95's 11,000 65's
City of High Point, NC	2514 Triangle Lake Road High Point, NC 27262	Chip Vanderzee 336-529-6338	2009	36,000 95's
City of Hollywood / Recycle Bank	PO Box 229045 Hollywood, FL 33022	Charles Lassiter (954) 967-4336 xLassiter@hollywoodfl.org	2000	80,000 95's 12,000 65's
City of Kissimmee, FL	2201 Mabbette Street Kissimmee, FL 34741	Jody Kirkendall (407)518-2507 ddenrick@kissimmee.org	2007	35,000 95's
City of Lakeland, FL	501 Evelyn Avenue Lakeland, FL 33801	Gene Ginn (863) 834-8777	2010	23,000 95's 8,000 65's 6,000 35's
City of Lawrence, KS	1140 Haskell Lawrence KS 66044	Kathy Richardson (785) 832-3032 krichardson@lawrenceks.org	2012	65's 25,000
Paine's Inc. Windsor Locks, West Hartford, & Wethersfield, CT	54 Floydville Rd East Granby, CT 06026	Mike Paine, President / Ernie Tarca, G.M. (860) 658-9481 etarca@painesinc.com	2010	31,000 95's
City of Long Beach	2929 East Willow Street Long Beach, CA 90806	Jim Kuhl (562) 570-2872 jim_kuhl@longbeach.gov	2000	59,000 95's 27,000 65's 1,000 35's
City of Los Angeles	11050 Pendleton Street Sun Valley, CA 91352	Jonathan Zari (213) 473-7923 Jonathan.zari@lacity.org	1997	1.6 million+ 1 million 95's 2 million 65's 50,000 35's
City of Madison, WI	1501 Badger Road Madison, WI 53713	George Dreckmann (608) 267-2626 gdreckmann@ci.madison.wi.us	2005	95's 81,000 65's 53,000 35's 10,000
City of Manchester, NH	500 Dunbarton Road Manchester, NH 03102	Mindy Salomone-Abood (603) 624-6444	1995	18,000 95's 4,000 65's
City of Margate, FL	901 NW 66th Ave., Suite A Margate, FL 33063	Aaron Tauber 954-972-0828	2012	13,000 95's
City of Mesa, AZ	300 E. Sixth Street Mesa, AZ 85201	Patrick Murphy 480-644-2423	1997	200,00 95's 120,000 65's 14,000 35's
City of Miami, FL	444 SW 2nd Ave 8th Floor Miami, FL 33130	Cindy Baez 305-960-2603	2012	70,000 95's
City of Milwakee, WI	841 N. Broadway, Room 620 Milwaukee, WI 53202	Wanda Booker 414-286-2332	2000	54,000 95's 10,000 65's 4,000 35's
City of North Miami	76 NE 125th St., North Miami, FL 33161	Mark Collins, P.W. Director (305) 893-6511	2009	10,000
City of North Port, FL	P. W. Complex, 1850 W. Price Blvd. North Port, FL 34286	Monica Bramble, S.W. Manager (941) 429-1718	2009	8,000
City of Olathe, KS	1445 South Robinson Olathe, KS 66061	Kent Seyfried (913) 971-6009	2005	35,000 95's
City of Orlando, FL	1028 S. Woods Ave Orlando, FL 32806	Mike Carroll (407) 246-3050 mike.carroll@cityoforlando, FL	2004	38,000 95's 2,000 65's
City of Phoenix, AZ	30145 South 22nd Ave Phoenix, AZ 85003	Felipe Moreno 602-495-2441	2012	65,000 95's 2,000 65's 1,000 35's
City of Portland, OR	721 NW 9th Ave., Ste350 Portland, OG 87209	Lindsey Maser 503-823-7553	2000	11,000 95's 14,000 65's
City of Prince George, BC	1100 Patrica Blvd Prince George, BC V2L 3V9	Tom Kadis 250-561-7600	2004	3,000 95's 17,500 65's 3,500 35's

References

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Master Roll-Out Cart Reference List

Customer	Address	Contact Information E-mail	ROC Customer Since	ROC's in Service
City of Raleigh, NC	400 W. Peace Street Raleigh, NC 27603	Bobby Broadway 919-996-6970	2006	20,000 95's
City of Redlands, CA	1270 W. Park Ave., Bldg 1 Redlands, CA 92373	Louie Miranda 909-201-9477	2002	28,000 95's 2,000 65's
City of San Diego, CA	8353 Miramar Place San Diego, CA 92121	Mary Valerio 858-626-2356	1998	295,000 95's 36,000 65's 30,000 35's
City of Seattle, WA	700 5th Ave. 59th Floor Seattle, WA 98124	Liz Kain 206-684-41660	2008	50,000 95's 54,000 65's 18,000 35's
City of Springfield, MA	70 Tapley Street Springfield, MA 01104	Scott Donelon (413) 787-6542	1997	50,000 95's 1,000 65's
City of St. Clould, FL	2705 Peghorn Way St. Cloud, FL 34769	Ernie McDaniel, S.W. Dept. (407) 957-7267	2007	34,000 95's
City of Toronto Program Crossdock Systems	361 Ambassador Drive Mississauga, ON L5T 2J3	Kevin Vibert of Toronto - (416) 397-0203 Todd Sicard of Crossdocks - (905) 670-4937 Kvibert@Toronto.ca	2007	200,000 95's 400,000 65's 400,000 35's
City of Warwick, RI	925 Sandy Lane (Rear) Hwy Div Warwick, RI 02889	Chris Beneduce (401) 640-0999 sanitation@warwickri.com	2003	27,000 95's 56,000 65's 10,000 35's
Collier County, FL	3301 East Tamiami Trail, Bldg H, 3rd Flr Naples, FL 33962	Jodi Walters, Recycling Coordinator (239) 252-5354	2009	5,800 65's
Florida Refuse - Republic Services Polk County, FL	3820 Maine Ave Lakeland, FL 33801	Andrew Coniglio (863) 838-0597 AConiglio@republicservices.com	2010	144,500 65's
Frederick County, MD	9031 Reichs Ford Road Frederick, MD 21701	Phil Harris 301-600-2923	2006	5,000 95's 75,000 65's 3,000 35's
Fundy Region Solid Waste, NB	10 Crane Mountain Road St. John, NB	Jen Jensen 506-738-1200	2001	42,000 65's
Garland County, AR	685 Hwy 7 North Transfer Station Hot Springs, AR 71901	Paul Thompson 501-622-3658	1997	36,000 95's 1,000 65's
Howard County, MD	6751 Columbia Gateway Dr. Columbia, MD 21046	Alan wilcom 410-313-6433	2008	53,000 65's 7,000 35's
Lexington-Fayette Urban County, KY	675 Byrd Thurman Dr. Lexington, KY 40510	Steve Feese, Dept of P.W. (859) 425-2836 stevef2@lexingtonky.gov	1996	140,000 95's
Medicine Hat, Alberta Advance Enviro Engineering	http://www.medicinehat.ca 15619 112 Avnoue Edmonton, AB T5M 2Y8	Terry Drabble, S. W. Superintendent (403) 502-8013 F: (403) 528-4855 tterdra@medicinehat.ca	2009	31,000 95's
Miami-Dade County, FL	8831 NW 58th St Miami, FL 33178	Mark Brown, Dept of PW (786) 506-5596 markb@miamidade.gov	2002	321,000 95's 11,000 65's 6,000 35's
MRC de LeJemmerais, QC	609 Marie-Victorin Verchères QC J0L 2R0	Linda Vallée 450-583-3301	2007	28,000 95's
MRC de Rouville, QC	500 Desjardins Marieville, QC J3M 1E1	Etienne Rousseau 450-460-2127	2007	14,000 95's
MTG Disposal - Pawtucket & E. Providence RI	19 Industrile Way Seekonk, MA	Matt Mega, Mike Nunes & Steve Mutter (508) 336-8488	2013	40,000 95's
PDC Area Disposal City of Peloria, IL	4700 N. Sterling Ave. Peoria, IL 61615	Matt Coulter (309) 303-9210 mcoulter@pdcarea.com	2000	50,000 +
Polk County, FL	10 Environmental Loop S Winter Haven, FL 33880	Ana Wood, Director 863-284-4319	2010	138,000 95's 6,500 65's 1,000 35's

References

Rehrig Pacific Company
SINCE 1913

Master Roll-Out Cart Reference List

Customer	Address	Contact Information E-mail	ROC Customer Since	ROC's in Service
Progressive Waste (WSI) Unincorporated Broward County, FL	3840 N.W. 37th Court Miami, FL 33142	Dave Eberlin (954) 582-9300 deberlin@wasteservicesinc.com	2010	8,000
Progressive Waste Industries	196 Northwest Industrial Ct. Bridgeton, MO 63044	Kerry Loy (636) 321-2142 kerry.loy@progressivewaste.com	2010	40,000 +
Republic of Huntington Beach aka Rainbow Disposal City of Huntington Beach	17121 Nichols Huntington Beach, CA 92647	Jerry Moffat (714) 847-3581	2007	127,000 95's 51,000 65's 7,000 35's
Strathcona County Utilities - Alberta, Canada	2001 Sherwood Drive Sherwood Park, AB	Leah Seabrook / Alvin Ma 780-416-6797 lseabrook@strathcona.ca 780-417-7144 alvin.ma@strathcona.ca	2008	58,000 65's 8,000 35's
Town of Amherst, NY	1042 North Forest Road Williamsville, NY 14221	James Olivieri 716-631-7119	2007	34,000 95's 3,000 65's
Town of Tonawanda, NY	450 Woodward Avenue Kenmore, NY 14217	Brad Rowles or Joe Warthling 716-695-1800	2008	27,000 95's 3,000 65's
Town of West Seneca, NY	1250 Union Road West Seneca, NY	Sheila Meegan, Town Supervisor (716) 674-5600	2013	17,500 95's 17,500 65's
Ville de Gatineau, QC	660 bd de la Carrière Gatineau, QC J8Y 6T6	Michel Bard 819-243-2345 x6185	2008	80,000 95's

References

ISO 9001:2000

CRT LABORATORIES, INC.
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TEST REPORT PAGE 1 OF 1

FOR: Rehrig Pacific Company
4010 E. 26th Street
Los Angeles, CA 90023
Tel: (323) 262-5145 / Fax: (323) 269-8506
ATTN: Mr. Shawn Kruse

LWR NO.: 16665 DATE: May 1, 2006

BACKGROUND: Customer submitted three (3) samples consisting of two (2) 65-gallon carts and one (1) 95-gallon cart for testing. The carts arrived on 04/12/2006 via customer supplied courier. Testing to be in accordance with customer supplied P.O. 41306 and signed CRT revised (R2) quotation dated 04/13/2006. The following additional information is provided:

CRT Order Entry Log Date: 04/12/2006

Sample ID: ROC-65U, T12746, 4/06, (black)

TEST PROCEDURES: ANSI Z245.30-1999

Volumetric Loading Capacity – per Appendix A.

Samples were placed in a large tank. The tank and samples were filled simultaneously with water until overflow. The water in the samples was weighed in approximately 25 lb. increments using a calibrated scale accurate to 0.01 lb.

RESULTS:

Sample I.D.	Observations (gallons)
ROC-65U, T12746, 4/06, (black)	66.25

Specimen Retain Bin: #RD (30 day hold only)

CRT LABORATORIES, INC.
UL Approved-Registered / ISO 9002-2000/17025 Certified

Ken A. Le Jeune
President-CEO / Laboratory Director

Tom J. Parsons
General Manager

Test Reports

The liability of CRT Labs with respect to the work and report covered herein, shall in no event exceed the amount of the invoice. We recommend consideration that comparative data be generated by other laboratories in matters of litigation. CRT will retain tested sample(s) for 30 days after testing is completed, unless other arrangements are agreed upon at the time order is placed. This report, whether in whole or in part, any logo, etc., in advertising or publicity must have CRT's written permission prior to use. This test data is for exclusive use of the client to who it is addressed and results apply only to sample(s) tested and does not apply to similar or identical products. This report shall not be reproduced except in full. Testing performed in accordance with ISO 17025. Form Q.S. 45 (10/05)

65U

TESTING REPORT

DATE: 1 November 2007
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Rehrig Pacific 65 gallon Universal Cart

TEST: **SLOPE STABILITY**

TEST DESCRIPTION: This test checks the static stability of an empty and loaded cart on a defined slope (5 degrees).

MINIMUM PERFORMANCE STANDARD: ANSI Z245.30-1999 requires that the cart must stand, without tipping or moving, in three different orientations on a defined slope. ANSI Z245.60-1999 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30-1999):

1. Prepare a ramp with a slope of 5 degrees. The ramp must be of sufficient size that a cart can be moved onto the cart with no portion of the cart overhanging the edges of the ramp.
2. There is to be no wind.
3. Move an empty cart onto the ramp and orient the cart with the front of the cart facing up the ramp. Note any tipping or movement. Turn the cart so that the front of the cart is facing sideways on the ramp. Note any tipping or movement. Turn the cart so that the front of the cart is facing down the ramp. Note any tipping or movement.
4. Repeat step two with the cart loaded to the standard loading as specified in the ANSI standard (3.5 pounds per gallon of rated capacity). The loading material is to occupy at least 70% of the capacity of the cart.

TEST RESULTS:

	Orientation	Result
Empty		
	Front facing sideways (right)	Stable
	Front facing sideways (left)	Stable
	Front facing downward	Stable
Filled (loaded — 227.5 lbs)		
	Front facing sideways (right)	Stable
	Front facing sideways (left)	Stable
	Front facing downward	Stable

SUMMARY: The cart passed the ANSI Z245.30-1999 and Z245.60-1999 standards since non-movement in three orientations is met.

A. Brent Strong
Professor, Manufacturing Engineering Tech.
Brigham Young University
265 CTB, Provo, UT 84602

Test Reports

TESTING REPORT

DATE: 7 March 2002
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Rehrig Pacific 65 Gallon Universal Cart

TEST: **DURABILITY DURING PULLING (CURB TEST)**

TEST DESCRIPTION: This test determines whether the cart's handles, wheels, and axles will withstand the repeated pulling forces experienced during normal 10-year useful life.

MINIMUM PERFORMANCE STANDARD: The ANSI standard Z245.30 requires that after testing the handles, wheels, axles, their attachments to the container, and the container itself must remain functional. ANSI Z245.60 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The cart is loaded with inert material at 3.5 pounds per gallon according to the rated size of the container. The loading material is to occupy at least 70% of the volume of the cart.
2. Using the cart's handles, the loaded cart is pulled off a curb. The curb height to be 5.5 inches. The cart is then repositioned at the top of the curb. The test is repeated for 520 cycles (drops).
3. Using the cart's handles, an unloaded (empty) cart is pulled up a curb. The curb height to be 5.5 inches. The cart is repositioned at the bottom of the curb. The test is repeated 520 cycles (lifts).
4. The carts are set down onto a concrete surface.
5. The temperature to be normal room temperature (73 degrees F).

TEST RESULTS:

Test Condition	Result
Push off of full cart (250 pounds)	No significant damage
Pull up of empty cart	No significant damage

SUMMARY: The cart passed the ANSI Z245.30 and Z245.60 standards for minimum performance.

A. Brent Strong
Professor, Manufacturing Engineering Tech
Brigham Young University
265 CTB
Provo, UT 84602

Test Reports

TESTING REPORT

DATE: 1 November 2007
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Rehrig Pacific 65 gallon Universal Cart

TEST: **LOADING AND UNLOADING (CYCLE TEST) — SEMI-AUTOMATED**

TEST DESCRIPTION: The loading and unloading test is designed to approximate the useful life of a cart (10 years) in the actual lifting that is performed when emptying the cart into a semi-automated truck. This test is useful in assessing the overall design (such as the lid fit, handle material and hinge mechanism, wheel assembly strength, etc.) and overall durability.

MINIMUM PERFORMANCE STANDARD: ANSI standard Z245.30-1999 requires that after testing the cart should not suffer any damage or permanent deformation such that it cannot be safely used in normal operation. ANSI Z-245.60-1999 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30-1999):

1. The test is conducted at room temperature.
2. A standard ARE semi-automated lifting mechanism is used. This lifter is compatible with all currently used carts. The lifting mechanism is attached to a stationary frame which allows the cart to be emptied and then reloaded on each cycle.
3. The cycle time is greater than eight seconds, as required in the standard.
4. The cart is loaded with inert material at 3.5 pounds per gallon according to the rated size of the container. The loading material is to occupy at least 70% of the volume of the cart.
5. The cart is positioned in front of the lifting mechanism and is then engaged by the lifter and lifted to empty the cart into a bin. The cart is set down onto a concrete surface and is held stationary as it is reloaded by tipping the bin to allow the weights to re-enter the cart.
6. Inspections are made whenever any change is noticed and after every 100 lifts.
7. Failure is judged to be cracks, holes or other induced defects or deformations in the cart that would prevent the cart's use as a trash cart and be emptied by the automated method.

TEST RESULTS:

Cycles	Comments on Performance
520	No significant damage

SUMMARY: The cart passed the ANSI Z245.30-1999 and Z245.60-1999 standards for minimum performance.

A. Brent Strong
Professor, Manufacturing Engineering Tech
Brigham Young University
265 CTB
Provo, UT 84602

Test Reports

65U ANSI 4

TESTING REPORT

DATE: 1 November 2007
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Rehrig Pacific 65 gallon Universal Cart

TEST: **LOADING AND UNLOADING (CYCLE TEST) — AUTOMATED**

TEST DESCRIPTION: The loading and unloading test is designed to approximate the useful life of a cart (10 years) in the actual lifting that is performed when emptying the cart into a semi-automated truck. This test is useful in assessing the overall design (such as the lid fit, handle material and hinge mechanism, wheel assembly strength, etc.) and overall durability.

MINIMUM PERFORMANCE STANDARD: ANSI standard Z245.30-1999 requires that after testing the cart should not suffer any damage or permanent deformation such that it cannot be safely used in normal operation. ANSI Z-245.60-1999 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30-1999):

1. The test is conducted at room temperature.
2. A standard ARE semi-automated lifting mechanism is used. This lifter is compatible with all currently used carts. The lifting mechanism is attached to a stationary frame which allows the cart to be emptied and then reloaded on each cycle.
3. The cycle time is greater than eight seconds, as required in the standard.
4. The cart is loaded with inert material at 3.5 pounds per gallon according to the rated size of the container. The loading material is to occupy at least 70% of the volume of the cart.
5. The cart is positioned in front of the lifting mechanism and is then engaged by the lifter and lifted to empty the cart into a bin. The cart is set down onto a concrete surface and is held stationary as it is reloaded by tipping the bin to allow the weights to re-enter the cart.
6. Inspections are made whenever any change is noticed and after every 100 lifts.
7. Failure is judged to be cracks, holes or other induced defects or deformations in the cart that would prevent the cart's use as a trash cart and be emptied by the automated method.

TEST RESULTS:

Cycles	Comments on Performance
520	No significant damage

SUMMARY: The cart passed the ANSI Z245.30-1999 and Z245.60-1999 standards for minimum performance.

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Test Reports

65U ANSI 5

TESTING REPORT

DATE: 1 November 2007
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Rehrig Pacific 65 gallon Universal Cart

TEST: **CENTER OF BALANCE POSITION**

TEST DESCRIPTION: To determine the height of the handle of a two-wheeled container at the center-of-balance position. This height affects the ease of operation of the cart.

MINIMUM PERFORMANCE STANDARD: According to the ANSI standard Z245.30-1999, when in the center-of-balance position, the minimum height is to be 29 inches. The maximum height is to be 40 inches when in the center-of-balance position. ANSI Z245.60-1999 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30-1999):

1. The cart is loaded with a standard load (3.5 pounds per gallon of rated capacity with the load occupying at least 70% of the capacity) or with the maximum rated load.
2. The test to be conducted on a hard, flat surface.
3. Block the wheels so that the cart will not roll.
4. Tip the cart slowly, rotating the cart on the wheels, to the center balance position. This position is determined as the position where the cart has a tendency to remain in a balanced (neutral) position, not tipping forward or backward.
5. When in the center balance position, place blocks under the container to maintain in balanced position.
6. Measure the distance vertically from the ground plane to the center line of the handle of the cart. The accuracy of measurement is to be ±0.25 inches.
7. Repeat steps 4, 5 and 6 and then average the results for the three determinations.

TEST RESULTS:

The results are: Average = 33.5 inches

SUMMARY: The cart passed the ANSI Z245.30-1999 and Z245.60-1999 standards.

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Test Reports

65U ANSI 6

TESTING REPORT

DATE: 1 November 2007
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Rehrig Pacific 65 gallon Universal Cart

TEST: **FORCE TO TIP**

TEST DESCRIPTION: To measure the strength required to start container movement to the balance point and to ensure that the force is not greater than an established limit. This force relates to the ease of operation of the cart.

MINIMUM PERFORMANCE STANDARD: According to ANSI Z245.30-1999, the force must not exceed 120 pounds force. ANSI Z-245.60-1999 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30-1999):

1. The cart is to be loaded with a standard load. (3.5 pounds of material per gallon of rated capacity. The load to occupy at least 70% of the capacity of the cart.)
2. The ground to be level and with a smooth horizontal surface having less than a 1° slope.
3. The cart is to be blocked to prevent movement of the wheels.
4. A spring scale or other force-measuring device is attached to the handle of the cart. (The force-measuring device to have an accuracy of less than ±3%.) The cart is then tipped by pulling on the force-measuring device, until the cart is in the balanced position. The angle of pull, that is, the tipping force direction, is to be horizontal with less than ±2° to all sides. (The position where the cart does not tend to move either forward or backward but remains in a balanced position.) The maximum force during the pull is noted.
5. Repeat step 4 so that three determinations are made. These results are averaged.
6. The test is to be conducted at room temperature.

TEST RESULTS:

The tipping forces were as follows: Average = 35 pounds.

SUMMARY: The cart passed the ANSI Z245.30-1999 and Z245.60-1999 standards at or above the minimum requirements.

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Test Reports

65U ANSI 7

TESTING REPORT

DATE: 1 November 2007
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Rehrig Pacific 65 gallon Universal Cart

TEST: **LID TEST**

TEST DESCRIPTION: To determine if a container lid will sustain the weight of an average child (approximately 80 pounds) without collapsing into the container.

MINIMUM PERFORMANCE STANDARD: According to ANSI Z245.30-1999, the lid of the cart must withstand a load of 80 pounds without collapsing or allowing the loading weight to fall into the container. ANSI Z-245.60-1999 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30-1999):

1. The cart is placed on a smooth, level, horizontal surface.
2. A weight of 80 pounds with a surface area diameter round of 8 inches is placed on the lid of the cart.
3. The test is to be conducted at room temperature.

TEST RESULTS:

The lid did not collapse or excessively deflect during the test.

SUMMARY: The cart passed the test at or above minimum requirements as specified in ANSI Z245.30-1999 and Z245.60-1999.

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Test Reports

65U ANSI 8

REPORT OF TEST

CLIENT: REHRIG PACIFIC COMPANY

DIMENSIONAL REQUIREMENTS FOR TYPE B CONTAINER (ANSI Z245.60-1996, TABLE 1)

Dimension	Description	Specification	Result
a	Height of lowest point of UAE (upper attachment envelope) above the ground.	33 inch ± ½ inch	32⅛ inches
c	Shortest distance between bottom surface of upper attachment detail and top surface of bottom attachment detail.	15 inches ± ¼ inch, -½ inch	15⅛ inches
d	Distance between bottom of UAE and bottom of No Protrusion Zone "step".	7 inches	5¾ inches
e	Distance between outer surface of UAE and outer surface of container No Protrusion Zone.	Max 2½ inches	1 inch
f	Horizontal width of BE cross-section.	Max 1¼ inches	¾ inches
g	Vertical height of BE cross-section.	Max 1½ inches	1¼ inches
h	Distance between rear vertical plane of upper attachment point and container surface.	Min 1 inch Max 2¼ inches	2 inches
j	Distance between rear vertical plane of lower attachment point (bar) and container surface.	Min ½ inch Max 1½ inches	1 inch
k	Distance between front plane of UAE and front plane of BE (also known as "draft").	Min ½ inch	2 ½ inches
l	Width of upper attachment point.	Min 8 inches	12¾ inches
m	Width of lower attachment point.	Min 5 inches	6⅝ inches
n	Distance between front plane of BE and outer container surface.	Max ½ inch	¼ inch
p	Clearance between top of lower attachment point recess area and top of BE.	Min 1⅞ inches	1⅝ inches
l minus m	Difference between upper attachment width and lower attachment (bar) width.	Max 6 inches	5⅞ inches

Test Reports

65U ANSI 9

SGS U.S. Testing Company Inc.

REPORT OF TEST

CLIENT: REHRIG PACIFIC COMPANY

DIMENSIONAL REQUIREMENTS FOR TYPE G CONTAINER (ANSI Z245.60-1996, TABLE 4)

Dimension	Description	Specification	Result
A	Vertical section height, where the lifting device is connected, measured from just above the top of the wheels to the top section of the container.	Min 15 inches	15⅝ inches
B	Horizontal dimension of the vertical lifting section measured as the diameter of the smallest circle whose circumference will enclose the entire container, excluding protrusions such as frames, handles, wheels, etc.	Max 35 inches Min 20 inches	22¾ inches

****

End of Report

Test Reports

65U ANSI 10

DATE: 27 March 2014
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Rehrig Pacific 65 gallon cart

TEST: **WIND STABILITY**

TEST DESCRIPTION: This test is a measure of the stability of the cart in a high wind. Although not specifically tied to the basic purpose of the cart, most consumers would object to a cart that often tipped over and spilled the contents.

MINIMUM PERFORMANCE STANDARD: For this particular bid, 35 mph was set as the minimum wind velocity to tip in any of the three directions, and 25 mph for lid tip.

TEST PROCEDURE:

1. A large wind machine with a 54 inch diameter exit opening is used for the test. The wind was supplied by a Gates Super HC drive.
2. Position the cart 48 inches from the end of the exit opening. (Beyond stagnant air zone.)
3. The bottom of the cart is to be level with the exit opening and is to rest on a concrete surface that has a surface texture similar to a roadway.
4. The bottom of the cart is placed against the top half of a 1" wood dowel. The bottom half is wedged into the test foundation which the cart wheels rest on, with the dowel's length parallel to the ground surface, so that the slight ½" protrusion of the dowel holds back the cart edges and/or wheels to prevent the cart from rolling or sliding.
5. The wind velocity is raised until the cart starts to move. This wind speed is measured using a certified anemometer. The anemometer is moved along the windward edges of the cart to find the position with the highest wind velocity.
6. Measure the air velocity to tip the cart, at the position with the highest velocity.
7. Test cart three times each in each of the three orientations toward the wind tunnel opening – front, side and back.

TEST RESULTS:

Test	Orientation Towards Wind Tunnel		
	Front	Side	Back
Wind speed to tip the cart	Avg = **42.8 mph** *Test 1 = 42.8* *Test 2 = 43.0* *Test 3 = 42.7*	Avg = **39.7 mph** *Test 1 = 39.9* *Test 2 = 39.4* *Test 3 = 39.9*	Avg = **40.6 mph** *Test 1 = 35.7* *Test 2 = 43.0* *Test 3 = 43.2*

SUMMARY: This cart passes both the cart and lid-tipping requirements for this bid. In the front-facing position, the cart's lid flipped over and pulled the cart down at the above listed speeds. At side and back orientations, no lid-flipping was seen before the cart tipped.

Appendix 1: Test setup and wind speed profile by position.

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Test Reports

SGS U.S. Testing Company Inc.

CLIENT: REHRIG PACIFIC COMPANY

REPORT OF TEST

A. VOLUMETRIC LOADING CAPACITY

Procedure:

An submitted, empty 95-gallon universal container was placed inside a tank. The tank and container were simultaneously filled with water and the volume of water flowing into the container was measured.

Testing was performed on November 25, 1996.

Requirements:

The accuracy of measurement must be ±1 percent of the measured capacity of the container (95 ± 1 gallons).

Results:

The measured volumetric capacity of the submitted 95-gallon container was 95.0 gallons.

The measured volumetric capacity of the submitted 95-gallon container lid was 6.7 gallons.

Conclusion:

The submitted 95-gallon universal container met the Appendix A, volumetric loading capacity requirements of the referenced ANSI Z245.30 Standard.

Test Reports

95U ANSI I

TESTING REPORT

DATE: 1 November 2007
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Rehrig Pacific 95 gallon Universal Cart

TEST: **SLOPE STABILITY**

TEST DESCRIPTION: This test checks the static stability of an empty and loaded cart on a defined slope (5 degrees).

MINIMUM PERFORMANCE STANDARD: ANSI Z245.30-1999 requires that the cart must stand, without tipping or moving, in three different orientations on a defined slope. ANSI Z245.60-1999 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30-1999):

1. Prepare a ramp with a slope of 5 degrees. The ramp must be of sufficient size that a cart can be moved onto the cart with no portion of the cart overhanging the edges of the ramp.
2. There is to be no wind.
3. Move an empty cart onto the ramp and orient the cart with the front of the cart facing up the ramp. Note any tipping or movement. Turn the cart so that the front of the cart is facing sideways on the ramp. Note any tipping or movement. Turn the cart so that the front of the cart is facing down the ramp. Note any tipping or movement.
4. Repeat step two with the cart loaded to the standard loading as specified in the ANSI standard (3.5 pounds per gallon of rated capacity). The loading material is to occupy at least 70% of the capacity of the cart.

TEST RESULTS:

	Orientation	Result
Empty		
	Front facing sideways (right)	Stable
	Front facing sideways (left)	Stable
	Front facing downward	Stable
Filled (loaded — 332.5 lbs)		
	Front facing sideways (right)	Stable
	Front facing sideways (left)	Stable
	Front facing downward	Stable

SUMMARY: The cart passed the ANSI Z245.30-1999 and Z245.60-1999 standards since non-movement in three orientations is met.

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Test Reports

TESTING REPORT

DATE: 7 March 2002
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Rehrig Pacific 95 Gallon Universal Cart

TEST: **DURABILITY DURING PULLING (CURB TEST)**

TEST DESCRIPTION: This test determines whether the cart's handles, wheels, and axles will withstand the repeated pulling forces experienced during normal 10-year useful life.

MINIMUM PERFORMANCE STANDARD: The ANSI standard Z245.30 requires that after testing the handles, wheels, axles, their attachments to the container, and the container itself must remain functional. ANSI Z245.60 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30):

1. The cart is loaded with inert material at 3.5 pounds per gallon according to the rated size of the container. The loading material is to occupy at least 70% of the volume of the cart.
2. Using the cart's handles, the loaded cart is pulled off a curb. The curb height to be 5.5 inches. The cart is then repositioned at the top of the curb. The test is repeated for 520 cycles (drops).
3. Using the cart's handles, an unloaded (empty) cart is pulled up a curb. The curb height to be 5.5 inches. The cart is repositioned at the bottom of the curb. The test is repeated 520 cycles (lifts).
4. The carts are set down onto a concrete surface.
5. The temperature to be normal room temperature (73 degrees F).

TEST RESULTS:

Test Condition	Result
Push off of full cart (350 pounds)	No significant damage
Pull up of empty cart	No significant damage

SUMMARY: The cart passed the ANSI Z245.30 and Z245.60 standards for minimum performance.

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Test Reports

TESTING REPORT

DATE: 1 November 2007
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Rehrig Pacific 95 gallon Universal Cart

TEST: **LOADING AND UNLOADING (CYCLE TEST) — SEMI-AUTOMATED**

TEST DESCRIPTION: The loading and unloading test is designed to approximate the useful life of a cart (10 years) in the actual lifting that is performed when emptying the cart into a semi-automated truck. This test is useful in assessing the overall design (such as the lid fit, handle material and hinge mechanism, wheel assembly strength, etc.) and overall durability.

MINIMUM PERFORMANCE STANDARD: ANSI standard Z245.30-1999 requires that after testing the cart should not suffer any damage or permanent deformation such that it cannot be safely used in normal operation. ANSI Z-245.60-1999 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30-1999):

1. The test is conducted at room temperature.
2. A standard ARE semi-automated lifting mechanism is used. This lifter is compatible with all currently used carts. The lifting mechanism is attached to a stationary frame which allows the cart to be emptied and then reloaded on each cycle.
3. The cycle time is greater than eight seconds, as required in the standard.
4. The cart is loaded with inert material at 3.5 pounds per gallon according to the rated size of the container. The loading material is to occupy at least 70% of the volume of the cart.
5. The cart is positioned in front of the lifting mechanism and is then engaged by the lifter and lifted to empty the cart into a bin. The cart is set down onto a concrete surface and is held stationary as it is reloaded by tipping the bin to allow the weights to re-enter the cart.
6. Inspections are made whenever any change is noticed and after every 100 lifts.
7. Failure is judged to be cracks, holes or other induced defects or deformations in the cart that would prevent the cart's use as a trash cart and be emptied by the automated method.

TEST RESULTS:

Cycles	Comments on Performance
520	No significant damage

SUMMARY: The cart passed the ANSI Z245.30-1999 and Z245.60-1999 standards for minimum performance.

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Test Reports

95U ANSI 4

TESTING REPORT

DATE: 1 November 2007
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Rehrig Pacific 95 gallon Universal Cart

TEST: **LOADING AND UNLOADING (CYCLE TEST) — AUTOMATED**

TEST DESCRIPTION: The loading and unloading test is designed to approximate the useful life of a cart (10 years) in the actual lifting that is performed when emptying the cart into a semi-automated truck. This test is useful in assessing the overall design (such as the lid fit, handle material and hinge mechanism, wheel assembly strength, etc.) and overall durability.

MINIMUM PERFORMANCE STANDARD: ANSI standard Z245.30-1999 requires that after testing the cart should not suffer any damage or permanent deformation such that it cannot be safely used in normal operation. ANSI Z-245.60-1999 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30-1999):

1. The test is conducted at room temperature.
2. A standard ARE semi-automated lifting mechanism is used. This lifter is compatible with all currently used carts. The lifting mechanism is attached to a stationary frame which allows the cart to be emptied and then reloaded on each cycle.
3. The cycle time is greater than eight seconds, as required in the standard.
4. The cart is loaded with inert material at 3.5 pounds per gallon according to the rated size of the container. The loading material is to occupy at least 70% of the volume of the cart.
5. The cart is positioned in front of the lifting mechanism and is then engaged by the lifter and lifted to empty the cart into a bin. The cart is set down onto a concrete surface and is held stationary as it is reloaded by tipping the bin to allow the weights to re-enter the cart.
6. Inspections are made whenever any change is noticed and after every 100 lifts.
7. Failure is judged to be cracks, holes or other induced defects or deformations in the cart that would prevent the cart's use as a trash cart and be emptied by the automated method.

TEST RESULTS:

Cycles	Comments on Performance
520	No significant damage

SUMMARY: The cart passed the ANSI Z245.30-1999 and Z245.60-1999 standards for minimum performance.

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Test Reports

95U ANSI 5

TESTING REPORT

DATE: 1 November 2007
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Rehrig Pacific 95 gallon Universal Cart

TEST: **FORCE TO TIP**

TEST DESCRIPTION: To measure the strength required to start container movement to the balance point and to ensure that the force is not greater than an established limit. This force relates to the ease of operation of the cart.

MINIMUM PERFORMANCE STANDARD: According to ANSI Z245.30-1999, the force must not exceed 120 pounds force. ANSI Z-245.60-1999 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30-1999):

1. The cart is to be loaded with a standard load. (3.5 pounds of material per gallon of rated capacity. The load to occupy at least 70% of the capacity of the cart.)
2. The ground to be level and with a smooth horizontal surface having less than a 1° slope.
3. The cart is to be blocked to prevent movement of the wheels.
4. A spring scale or other force-measuring device is attached to the handle of the cart. (The force-measuring device to have an accuracy of less than ±3%.) The cart is then tipped by pulling on the force-measuring device, until the cart is in the balanced position. The angle of pull, that is, the tipping force direction, is to be horizontal with less than ±2° to all sides. (The position where the cart does not tend to move either forward or backward but remains in a balanced position.) The maximum force during the pull is noted.
5. Repeat step 4 so that three determinations are made. These results are averaged.
6. The test is to be conducted at room temperature.

TEST RESULTS:

The tipping forces were as follows: Average = 50 pounds.

SUMMARY: The cart passed the ANSI Z245.30-1999 and Z245.60-1999 standards at or above the minimum requirements.

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Test Reports

95U ANSI 6

TESTING REPORT

DATE: 1 November 2007
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Rehrig Pacific 95 gallon Universal Cart

TEST: **CENTER OF BALANCE POSITION**

TEST DESCRIPTION: To determine the height of the handle of a two-wheeled container at the center-of-balance position. This height affects the ease of operation of the cart.

MINIMUM PERFORMANCE STANDARD: According to the ANSI standard Z245.30-1999, when in the center-of-balance position, the minimum height is to be 29 inches. The maximum height is to be 40 inches when in the center-of-balance position. ANSI Z245.60-1999 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30-1999):

1. The cart is loaded with a standard load (3.5 pounds per gallon of rated capacity with the load occupying at least 70% of the capacity) or with the maximum rated load.
2. The test to be conducted on a hard, flat surface.
3. Block the wheels so that the cart will not roll.
4. Tip the cart slowly, rotating the cart on the wheels, to the center balance position. This position is determined as the position where the cart has a tendency to remain in a balanced (neutral) position, not tipping forward or backward.
5. When in the center balance position, place blocks under the container to maintain in balanced position.
6. Measure the distance vertically from the ground plane to the center line of the handle of the cart. The accuracy of measurement is to be ±0.25 inches.
7. Repeat steps 4, 5 and 6 and then average the results for the three determinations.

TEST RESULTS:

The results are: Average = 39.0 inches

SUMMARY: The cart passed the ANSI Z245.30-1999 and Z245.60-1999 standards.

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Test Reports

95U ANSI 7

TESTING REPORT

DATE: 1 November 2007
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Rehrig Pacific 95 gallon Universal Cart

TEST: **LID TEST**

TEST DESCRIPTION: To determine if a container lid will sustain the weight of an average child (approximately 80 pounds) without collapsing into the container.

MINIMUM PERFORMANCE STANDARD: According to ANSI Z245.30-1999, the lid of the cart must withstand a load of 80 pounds without collapsing or allowing the loading weight to fall into the container. ANSI Z-245.60-1999 establishes dimensional requirements for the cart.

TEST PROCEDURE (Meets the requirements of ANSI Z245.30-1999):

1. The cart is placed on a smooth, level, horizontal surface.
2. A weight of 80 pounds with a surface area diameter round of 8 inches is placed on the lid of the cart.
3. The test is to be conducted at room temperature.

TEST RESULTS:

The lid did not collapse or excessively deflect during the test.

SUMMARY: The cart passed the test at or above minimum requirements as specified in ANSI Z245.30-1999 and Z245.60-1999.

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Test Reports

95U ANSI 8

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CLIENT: REHRIG PACIFIC COMPANY

REPORT OF TEST

DIMENSIONAL REQUIREMENTS FOR TYPE B CONTAINER (ANSI Z245.60-1996, TABLE 1)

Dimension	Description	Specification	Result
a	Height of lowest point of UAE (upper attachment envelope) above the ground.	33 inch ± ½ inch	33 inches
c	Shortest distance between bottom surface of upper attachment detail and top surface of bottom attachment detail.	15 inches ± ¼ inch, -½ inch	15¼ inches
d	Distance between bottom of UAE and bottom of No Protrusion Zone "step".	7 inches	7½ inches
e	Distance between outer surface of UAE and outer surface of container No Protrusion Zone.	Max 2½ inches	2½ inches
f	Horizontal width of BE cross-section.	Max 1¼ inches	1¼ inches
g	Vertical height of BE cross-section.	Max 1½ inches	1½ inches
h	Distance between rear vertical plane of upper attachment point and container surface.	Min 1 inch Max 2¼ inches	2¼ inches
j	Distance between rear vertical plane of lower attachment point (bar) and container surface.	Min ½ inch Max 1½ inches	1⅝ inches
k	Distance between front plane of UAE and front plane of BE (also known as "draft").	Min ½ inch	2¼ inches
l	Width of upper attachment point.	Min 8 inches	12¼ inches
m	Width of lower attachment point.	Min 5 inches	6⅝ inches
n	Distance between front plane of BE and outer container surface.	Max ½ inch	½ inch
p	Clearance between top of lower attachment point recess area and top of BE.	Min 1⅞ inches	3½ inches
l minus m	Difference between upper attachment width and lower attachment (bar) width.	Max 6 inches	5⅞ inches

95U ANSI 9

Test Reports

SGS U.S. Testing Company Inc.

CLIENT: REHRIG PACIFIC COMPANY

REPORT OF TEST

DIMENSIONAL REQUIREMENTS FOR TYPE G CONTAINER (ANSI Z245.60-1996, TABLE 4)

Dimension	Description	Specification	Result
A	Vertical section height, where the lifting device is connected, measured from just above the top of the wheels to the top section of the container.	Min 15 inches	15 inches
B	Horizontal dimension of the vertical lifting section measured as the diameter of the smallest circle whose circumference will enclose the entire container, excluding protrusions such as frames, handles, wheels, etc.	Max 35 inches Min 20 inches	24¼ inches

****

End of Report

Test Reports

95U ANSI 10

TESTING REPORT

DATE: 9 January 2002
SUBJECT: Trash carts
PRODUCT IDENTIFICATION: Rehrig Pacific 95 Gallon Universal Cart – blow molded wheels

TEST: **WIND TUNNEL**

TEST DESCRIPTION: This test is a measure of the stability of the cart in a high wind. Although not specifically tied to the basic purpose of the cart, most consumers would object to a cart that often tipped over and spilled the contents.

MINIMUM PERFORMANCE STANDARD: No standard has been set although some local standards may exist.

TEST PROCEDURE:

1. A large wind tunnel with a 54 inch diameter exit opening is used for the test. The wind was supplied by a Gates Super HC drive with capability to achieve various velocities.
2. Position the cart in the steady wind stream zone. (Approx. 48 inches from the opening.)
3. The bottom of the cart is to be level with the exit opening and is to rest on a concrete surface that has a surface texture similar to a roadway.
4. Test cart in three orientations toward the wind tunnel opening -- front, side and back.
5. In each orientation, the cart should be tested against a barrier to simulate performance against a street curb. The barrier should prevent the cart from sliding.
6. Measure the air velocity at the leading surface of the cart using a certified volometer. Placement of the volometer in front of the cart and a few inches down from the top of the cart is ideal.
7. The wind velocity is raised in increments with sufficient time between changes to monitor whether the cart is stable. The highest wind velocity achieved is recorded.
8. The carts are blocked against a barrier that is placed behind the wheels. The point of non-stability (end point) is when the cart tipped over. The wind speed is taken as the average of at least 3 repetitions.
9. Modifications in cart characteristics or positioning may also be tested and noted.

TEST RESULTS:

	Orientation Towards Wind Tunnel		
	Front	Side	Back
Highest Stable Wind Speed (Blocked)	46 mph	53 mph	52 mph

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Test Reports

95U ANSI 11

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
SullivanCurtisMonroe Insurance Services
550 South Hope Street,
Suite 1000
Los Angeles, CA 90071

www.SullivanCurtisMonroe.com License # 0E83670

CONTACT NAME:
PHONE (A/C, No, Ext): 213-233-0400 FAX (A/C, No): 213-892-1593
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : Trumbull Insurance Company	27120
INSURER C : Twin City Fire Insurance Company	29459
INSURER D : Hiscox Insurance Company	003030
INSURER E :	
INSURER F :	

INSURED
Rehrig Pacific Company
Rehrig Pacific Logistics Inc.
4010 East 26th Street
Los Angeles CA 90058

COVERAGES **CERTIFICATE NUMBER:** 36769969 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR ✓ $5,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			Y-660-9494B562-TIL-17	3/31/2017	3/31/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY ✓ ACV Hired Physical Damage			Y8109C404311TIL17 Comp.& Coll. Deductibles: $2000 Medium Truck $3000 Heavy Truck/Tractor $3000 Extra Heavy Truck $1000 All Other/Trailers	3/31/2017	3/31/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Combined Single Limit	$ 1,000,000 $ $ $ $
A	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 10,000			ZUP61M0157217NF	3/31/2017	3/31/2018	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000 $
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		72 WN S44000 72 WBR S44001	3/31/2017 3/31/2017	3/31/2018 3/31/2018	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A D D D	Motor Truck Cargo Technology Professional Liability Media Liability Claims-Made/ Retro Date: 09/27/2016			QT6601592C464TIL17 MPL 1797715.17	3/31/2017 3/31/2017 3/31/2017	3/31/2018 3/31/2018 3/31/2018	$100,000 / $5,000 Ded $1,000,000 Limit - $5,000 Retention $1,000,000 Limit - $5,000 Retention	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Customer of Rehrig Pacific Company.
The City of Boynton Beach, Florida is included as Additional Insured per attached endorsement.

(Requested by: Buena Blackburn for Lisa Perkins)

CERTIFICATE HOLDER

City of Boyton Beach
Attn: Ilyse Triestman, Purchasing Manager
100 East Boynton Beach Blvd.
Boynton Beach FL 33425

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Frances Leiva

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED **–** (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

2. The insurance provided to the additional insured by this endorsement is limited as follows:

a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section **III –** Limits Of Insurance.

b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

ii. Supervisory, inspection, architectural or engineering activities.

c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".

4. As a condition of coverage provided to the additional insured by this endorsement:

a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph **3.** above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR COMMERCIAL INDUSTRIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Broadened Named Insured

B. Blanket Additional Insured – Broad Form Vendors

C. Damage To Premises Rented To You

- Perils of fire, explosion, lightning, smoke, water
- Limit increased to $300,000

D. Blanket Waiver Of Subrogation

E. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises

F. Blanket Additional Insured – Lessors Of Leased Equipment

G. Incidental Medical Malpractice

H. Personal Injury – Assumed By Contract

I. Amended Bodily Injury Definition

J. Bodily Injury To Co-Employees And Co-Volunteer Workers

K. Aircraft Chartered With Crew

L. Non-Owned Watercraft – Increased From 25 Feet To 50 Feet

M. Increased Supplementary Payments

- Cost of bail bonds increased to $2,500
- Loss of earnings increased to $500 per day

N. Medical Payments - Increased Limit

O. Knowledge And Notice Of Occurrence Or Offense

P. Unintentional Omission

Q. Reasonable Force – Bodily Injury Or Property Damage

PROVISIONS

A. BROADENED NAMED INSURED

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy qualifies as a Named Insured. However, coverage for any such organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.

2. The following replaces Paragraph **4.a.** of **SECTION II – WHO IS AN INSURED**:

   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless reported in writing to us within 180 days.

B. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and

b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

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a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations of this Coverage Part, whichever are less.

b. The insurance provided to such vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in "your products" made intentionally by such vendor;

(4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

(6) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

(7) "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

C. **DAMAGE TO PREMISES RENTED TO YOU**

1. The following replaces the last paragraph of Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

a. Fire;

b. Explosion;

c. Lightning;

d. Smoke resulting from such fire, explosion, or lightning; or

e. Water.

A separate limit of insurance applies to such damage to premises as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

a. Rupture, bursting, or operation of pressure relief devices;

b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;

c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

2. The following replaces Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE**:

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire; explosion; lightning smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; water; or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

a. $300,000; or

b. The amount shown on the Declarations of this Coverage Part for Damage To Premises Rented To You Limit.

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3. The following replaces Paragraph **a.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

      (1) Fire;

      (2) Explosion;

      (3) Lightning;

      (4) Smoke resulting from such fire, explosion, or lightning; or

      (5) Water.

      is not an "insured contract";

4. The following replaces Paragraph **4.b.(1)(b)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

   (b) That is insurance for premises rented to you, or temporarily occupied by you with the permission of the owner;

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

E. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have signed and executed that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

   (1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

F. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have

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signed and executed that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

G. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

   Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services" to a person.

2. The following is added to the **DEFINITIONS** Section:

   "Incidental medical services" means:

   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;

   c. First aid; or

   d. "Good Samaritan services".

   "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

3. The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

   Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to any "bodily injury" arising out of any providing or failing to provide "incidental medical services" by any of your "employees", other than an employed doctor. Any such "employees" providing or failing to provide "incidental medical services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in the providing or failing to provide "incidental medical services" to any one person will be considered one "occurrence".

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED.**

H. PERSONAL INJURY – ASSUMED BY CONTRACT

1. The following replaces Exclusion **e.**, **Contractual Liability**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

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e. **Contractual Liability**

"Personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to:

(1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for damages because of "personal injury" assumed in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. The following replaces the third sentence of Paragraph **2.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

Notwithstanding the provisions of Paragraph **2.b.(2)** of Section I – Coverage **A** – Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section I – Coverage **B** – Personal and Advertising Injury Liability, such payments will not be deemed to be damages because of "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

3. The following replaces Paragraph **2.d.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

4. The following replaces the first subparagraph of Paragraph **f.** of the definition of "insured contract" in the **DEFINITIONS** Section:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

I. **AMENDED BODILY INJURY DEFINITION**

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

J. **BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS**

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraph **(1)(a)** above does not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

K. **AIRCRAFT CHARTERED WITH CREW**

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft,** in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

(a) Chartered with crew to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

L. **NON-OWNED WATERCRAFT**

1. The following replaces Paragraph **(2)** of Exclusion **g.** **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

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(2) A watercraft you do not own that is:

(a) Fifty feet long or less; and

(b) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) Fifty feet long or less; and

(2) Not being used to carry any person or property for a charge.

M. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph **1.b.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph **1.d.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

N. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage C. for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

(a) $10,000; or

(b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

O. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph **2.**, **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

e. The following provisions apply to Paragraph **a.** above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) A trustee of any trust; or

(iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs **e.(1)** or **(2)** above discov-

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ers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

P. UNINTENTIONAL OMISSION

The following is added to Paragraph **6., Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

Q. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The following replaces Exclusion **a., Expected Or Intended Injury**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected or Intended Injury or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

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CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION: Award Bid No. 014-1211-18/IT for Removal, Replacement and installation of Field Netting at Little League Park, and authorize the City Manager to issue a Purchase Order to Anzco, Inc. of Boca Raton, FL as the lowest responsive, responsible bidder in the total amount of $160,607.00 with a 10% contingency for a total approved amount of $176,667.70. Award is contingent upon the receipt and approval of insurance and performance and payment guaranty.

EXPLANATION OF REQUEST:
During Hurricane Irma, damage was caused to the existing foul ball netting and pole structures along all four (4) fields of play at Little League Park.

On March 16, 2018, Procurement Services issued a bid for "Removal, Replacement and installation of Field Netting at Little League Park" with a Mandatory Pre-Bid Meeting and Site Inspection held on March 27, 2018 to review the project with interested and qualified contractors. On April 17, 2018, Procurement Services opened bids from two (2) bidders. After reviewing the two (2) bid submittals, Staff has recommended the project be awarded to Anzco, Inc. as the lowest, responsive, responsible bidder.

The cost of this will be submitted to FEMA for reimbursement.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The netting provides safety for the players, parents, and visitors to the park. Without this netting the risk of injury is significantly increased.

FISCAL IMPACT:
Funds for this expenditure are available in Fund 108-1211-512-52.90; Project No. HR1701.

ALTERNATIVES:
Delay in repair will have a continuing effect on the safety of visitors to the park.
City Commission can reject all bids and direct the City Manager to resolicit the requirement.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Attachment	Bid Submittal - Anzco, Inc.
🗋	Attachment	Bid Tabulation - Field Netting
🗋	Attachment	Bid No. 014-1211-18/it - REMOVAL, REPLACEMENT AND INSTALLATION OF FIELD NETTING
🗋	Attachment	Addendum No. 1 to Bid
🗋	Attachment	Addendum No. 1 Attachment

ORIGINAL

BID NO. 014-1211-18/IT
REMOVAL, REPLACEMENT AND INSTALLATION OF FIELD NETTING AT LITTLE LEAGUE PARK

SPECIAL TERMS AND CONDITIONS

PURPOSE: The intent of this solicitation is to select a successful Bidder to provide for turnkey removal, replacement, and installation of field netting at Little League Park in Boynton Beach, Florida.

METHOD OF AWARD: Successful Bidder awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

Once opened, the bids will be tabulated and evaluated by the City before recommendation and/or notice of intent to award. The City, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. The City further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of the City to award the bid to the lowest bidder, or any bidder. The City reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of the City. The City shall be the sole judge of the bids and the City's decision shall be final.

The City intends to award a contract to the lowest, responsive, responsible total price bidder for, taking into consideration experience, staffing, equipment, materials, references and past performance.

INSURANCE: It shall be the responsibility of the successful bidder to maintain workers' compensation insurance, property damage, liability insurance and vehicular liability insurance, during the time any of bidder's personnel are working on City of Boynton Beach property. The vendor shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance to A.M. Best's Key Rating Guide, latest edition.

BID NO. 014-1211-18/IT
REMOVAL, REPLACEMENT AND INSTALLATION OF FIELD NETTING AT LITTLE LEAGUE PARK

SCOPE OF WORK

1. The Successful bidder shall provide for a turnkey removal, replacement and installation of netting (foul ball and backstop netting) for Little League Park baseball fields located at 300 West Woolbright Road, Boynton Beach, Florida. The Successful Bidder shall furnish all labor, materials, and equipment for installation to complete all work necessary as specified by the City. The successful bidder shall be responsible for the welding, installation, and construction of the metal framing and netting. The successful bidder will be responsible to remove and dispose of any waste resulting from the installation of the netting, including the removal of any excess material resulting from the work.

2. All permit fees shall be paid by Contractor and included in the price submitted. The City will not pay any additional charge for permit fees.

3. Contact the City of Boynton Beach at 561-742-6200 for a Roll-off container.

4. The new fence shall be installed per the 2017 Florida Building Code, 6th Edition or most current and any County and/or local laws, ordinances, codes and regulations.

   a. Existing netting poles, netting, wire, and hardware.
      i. Existing poles that support the existing netting that are part of the existing chain link fence shall be cut to match the existing chain link fence pole height and capped.
      ii. Existing poles to be removed may be cut to 6" below grade unless they will interfere with the new pole installation, then they shall be removed from the ground.
      iii. Existing netting, cable, hooks shall be removed and disposed.

   b. Install new poles
      i. All poles shall be commercial grade 6-5/8" in diameter, SCH 40.
      ii. A pole shall be placed on each side of the dugout.
      iii. All poles shall be placed on the outside of the existing chain link fence.
      iv. All poles shall have secured caps.
      v. All poles shall be in-ground at a depth of no less than 5' (60 inches)
      vi. All poles shall have a 30"x60" concrete footer.
         1. ASTM C94 -Ready-mixed concrete. Normal Portland cement, 2500 PSI, 28 days, three (3) inch slump, 3/4" nominal sized coarse aggregate
      vii. All poles shall a maximum span 35' (thirty-five feet).

   c. Install new hardware (Commercial grade)
      i. All fence hardware shall be galvanized
      ii. ¾" hardware on all poles.
      iii. Guy hooks, steel, and anchors are to be galvanized.

SCOPE OF WORK (CONTINUED)

d. Install new netting
   i. Netting shall extend 5' (five feet) beyond the height of the backstop.
      1. Field 1
      2. Field 2
   ii. Netting shall extend 20' (twenty feet) above existing chain link fence.
      1. Field 3
      2. Field 4
   iii. All netting shall be broken into sections, from pole to pole (max. pole span 35' (thirty-five feet).
   iv. All netting shall have a heavy duty top and bottom cable. Cable shall be a minimum of 3/16"
   v. Snap hooks to secure netting to cable shall be stainless, 2-3/8" in length.
   vi. All netting shall be jet-dyed all the way through, #36 x 1-7/8" twisted knotted square mesh nylon netting panels (min. 340lb tensile strength with a 3/8" solid rope border (min. 2440lb tensile strength breaking strength).

5. Contractor will be responsible for ensuring that all employees are in compliance, at all times, with Terms, Conditions, and Specifications outlined in these bid specifications. Contractor will be responsible for obtaining all necessary permits, licenses, and/or registration cards, I-9 Form (Employment Eligibility Verification) in compliance with all applicable federal, state, and local statues pertaining to services as specified including coordinating City issued photo ids, keys, access cards, and background checks through the contractor administrator.

6. Contractor will not be permitted to subcontract work under this contract unless written approval is granted by the City's contract administrator. The subcontractor, if approved, will be bound by the conditions of the contract between the City and the awarded contractor and will perform in accordance with all terms of the contract and specifications. All required notices, and directives, will be directed to the contractor. All direction given to the subcontractor on the work site will bind the contractor as if the notice had been given directly to the contractor.

7. This project must be completed within 120 days from issuance of Purchase Order.

8. Protection of People and Property: As this is an active viable City facility, all necessary precautions shall be exercised by the successful Bidder at all times for the protection of persons and property. The successful Bidder shall at all times, guard from damage or loss to property of the City or of other contractors and shall replace and/or repair any loss or damage unless such be caused by the City, or other contractors. The City reserves the right to hire a third party firm, under contract, to remediate damages caused by the successful Bidder, at the sole expense of the successful Bidder. The City may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the successful Bidder, its subcontractors, employees or agents.

Attachment "A"
City of Boynton Beach
Risk Management Department
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.)**

TYPE (Occurrence Based Only)	MINIMUM LIMITS REQUIRED	
General Liability		
Commercial General Liability	General Aggregate	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Products-Comp/Op Agg.	$ 1,000,000.00
Liquor Liability	Personal & Adv. Injury	$ 1,000,000.00
Professional Liability	Each Occurrence	$ 1,000,000.00
Employees & Officers	Fire Damage (any one fire)	$ 50,000.00
Pollution Liability	Med. Expense (any one person)	$ 5,000.00
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	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

BIDDER ACKNOWLEDGEMENT

Submit Bids To: PURCHASING SERVICES
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

Bid Title: **"REMOVAL, REPLACEMENT AND INSTALLATION OF FIELD NETTING AT LITTLE LEAGUE PARK"**

Bid Number: **014-1211-18/IT**

Bid Due: **APRIL 17, 2018, NO LATER THAN 2:30 P.M. (LOCAL TIME)**

Bids will be opened in Purchasing Services unless specified otherwise and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the City.

Name of Bidder: AUZCO INC

Federal I.D. Number: 20-8208440

A Corporation of the State of: FLORIDA

Area Code: 561 Telephone Number: 699-3602

Area Code: 954 FAX Number: 532-2624

Mailing Address: 9671 CAROUSEL CIRCLE SOUTH

City/State/Zip: BOCA RATON, FL. 33434

Vendor Mailing Date: _____

E-Mail Address: JZAK@AUZCOINC.COM

Authorized Signature

JOHN J. ZAK

Name Typed

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

MANDATORY SITE INSPECTION CONFIRMATION

BID TITLE: **REMOVAL, REPLACEMENT AND INSTALLATION OF FIELD NETTING AT LITTLE LEAGUE PARK**

BID NUMBER: **014-1211-18/IT** **DATE OF SITE INSPECTION: MARCH 27, 2018**

John B. Zak President as an authorized representative of:
(Print Name and Title of Representative)

Anzco Inc (hereinafter called the bidder) located at
(Print Name of Company)

9671 Carousel Circle South confirms that
Company Address

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

SIGNATURE OF COMPANY REPRESENTATIVE NAMED ABOVE

3/27
DATE OF INSPECTION

CITY REPRESENTATIVE SIGNATURE FOR MANDATORY SITE VISIT ONLY

BID NO. 014-1211-18/IT
REMOVAL, REPLACEMENT AND INSTALLATION OF FIELD NETTING AT LITTLE LEAGUE PARK

BID FORM

To: City of Boynton Beach, Florida

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of product/service called for. In accordance with the General Conditions, Special Conditions, and Specifications and Requirements, the undersigned bidder offers the following:

Basis of Award: It is the intent of the City to award to the lowest responsive and responsible bidder by total bid price. The City reserves the right to award optional items if determined to be in the City's best interest. Award of all items are subject to the availability of funds.

ITEM NO.	DESCRIPTION OF SERVICES	TOTAL LUMP SUM PRICE
1.	FIELD 1 – (Material) Furnish new field netting as per specifications.	$ 27,500.00
2.	FIELD 1 – (Labor) All equipment, labor, supervision, hardware, tools and incidentals to remove existing netting, wires, poles etc. and install new field netting as per specifications.	$ 23,000.00
3.	FIELD 2 – (Material) Furnish new field netting as per specifications.	$ 27,000.00
4.	FIELD 2 – (Labor) All equipment, labor, supervision, hardware, tools and incidentals to remove existing netting, wires, poles etc. and install new field netting as per specifications.	$ 23,000.00
5.	FIELD 3 – (Material) Furnish new field netting as per specifications.	$ 19667.00
6.	FIELD 3 – (Labor) All equipment, labor, supervision, hardware, tools and incidentals to remove existing netting, wires, poles etc. and install new field netting as per specifications.	$ 16,667.00
7.	FIELD 4 – (Material) Furnish new field netting as per specifications.	$ 12827.00
8.	FIELD 4 – (Labor) All equipment, labor, supervision, hardware, tools and incidentals to remove existing netting, wires, poles etc. and install new field netting as per specifications.	$ 10,946.00
TOTAL – ALL LABOR, MATERIALS, EQUIPMENT FOR ALL FOUR (4) FIELDS:		$ 160,607.00

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BID NO. 014-1211-18/IT
REMOVAL, REPLACEMENT AND INSTALLATION OF FIELD NETTING AT LITTLE LEAGUE PARK

BID FORM (CONTINUED)

OPTIONAL ITEMS:

ITEM NO.	DESCRIPTION OF SERVICES	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
OPT 1	Optional labor cost per hour for additional work not covered in this turnkey project cost and discovered during implementation.	$ 240.00	5 HRS	$ 1200.00
OPT 2	Optional discount off of Manufacturer's Suggested Retail price for additional materials not included in the turnkey project cost and discovered during implementation.	2 %	$1,000.00	

ANZCO INC
COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICIAL

PRESI JOB B. ZAN
PRINTED NAME OF AUTHORIZED OFFICIAL

(561) 699-3602
TELEPHONE NUMBER

PRESIDENT
TITLE

(954) 532-2629
FAX NUMBER

E-MAIL ADDRESS

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

BID BOND

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS, that ANZCO, Inc.

as Principal, and Philadelphia Indemnity Insurance Company, as Surety, authorized to do business in the State of Florida are held and firmly bound unto the Owner, City of Boynton Beach in the penal sum of Five Percent of Amount Bid Dollars ($ ---5%---) lawful money of the United States, for the payment of which sum will and truly to be made, we bond ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated April 17, 2018 for:

REMOVAL, REPLACEMENT AND INSTALLATION OF FIELD NETTING AT LITTLE LEAGUE PARK
BID No. 014-1211-18/IT

NOW THEREFORE,

A. If the principal shall not withdraw said Bid within ninety (90) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bonds with goods and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

B. In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bonds within the time specified, if the principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work and supplies, if the latter amount be in excess of the former then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

C. This bond is given to comply with Section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 17th day of April, 2018 being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of is governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary only will attest and affix seal).

PRINCIPAL:

ANZCO, Inc
Name of Firm

WITNESS:

Signature of Authorized Officer (affixed seal)

PRESIDENT
Title

9671 Carousel Circle South
Business Address

Boca Raton, FL 33434
City and State

SURETY:

Philadelphia Indemnity Insurance Company
Corporate Surety

WITNESS:

Jacki Mainous

Attorney-in-fact (affix seal), Jorge L. Bracamonte, & Florida Licensed Resident Agent

941 W. Morse Blvd., Suite 100
Business Address

Winter Park, FL 32789
City State

JCA Surety Group, LLC
Name of Local Insurance Agency

Inquiries: (321) 800-6594

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PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Allyson Foss and Jorge L. Bracamonte of JCA Surety Group, LLC.** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$25,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Morgan Knapp, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Sept. 25, 2021

(Notary Seal)

Notary Public: Morgan Knapp

residing at: Bala Cynwyd, PA

My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17th day of April 20 18.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CONFIRMATION OF MINORITY OWNED BUSINESS

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form with your bid proposal sheet making it an official part of your bid response.

Is your company a Minority Owned Business? _____ Yes ✓ No

If Yes, please indicate by an "X" in the appropriate box:

( ) AMERICAN INDIAN

( ) ASIAN

( ) BLACK

( ) HISPANIC

( ) WOMEN

( ) OTHER _____ (specify)

( ) NOT APPLICABLE

Do you possess a Certification qualifying your business as a Minority Owned Business?

YES ____ NO ✓

If YES, Name the Organization from which this certification was obtained and date:

_____
Issuing Organization for Certification

_____
Date of Certification

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, CAROL L. ZAK, certify that I am the Secretary of the Corporation named as Principal in the within bond; that JOHN B. ZAK who signed the said Bid Bond on behalf of the Principal, was then PRESIDENT of said Corporation; that I know has signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary (corporate seal)

STATE OF FLORIDA) Florida

COUNTY OF PALM BEACH) Palm Beach

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Carol Zak to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the AUREA INC PRESIDER and that he has been authorized by CORPORATE MINUTES to execute the foregoing bond on behalf of the Contractor named therein in favor for the Owner, the City of Boynton Beach.

Meloney L. Roy 4/17/18

MELONEY L. ROY
Commission # GG 012228
Expires August 12, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

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NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of FLORIDA)
:
County of PALM BEACH)

JOSEPH D. ZAK, being first duly sworn, deposes and says that:

1) He is PRESIDENT of AU200 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) Said bid is genuine and is not a collusive or sham bid;

4) Further, the said 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 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) _____

Subscribed and sworn to before me (Title) PRESIDENT

This 17 day of April, 20 18

My commission expires Meloney L. Roy

MELONEY L. ROY
Commission # GG 012228
Expires August 12, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____
NAME - SIGNATURE

Sworn and subscribed before me
this 16 day of April ,20 18

Printed Information:

Jack B. Zak
NAME

President
TITLE

Auzco Inc
COMPANY

Meloney L. Roy
NOTARY PUBLIC, State of Florida
at Large

MELONEY L. ROY
Commission # GG 012228
Expires August 12, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

"OFFICIAL NOTARY SEAL" STAMP

**THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE**

CONFIRMATION OF DRUG-FREE WORKPLACE

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 five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Anzco Inc
CONTRACTOR NAME

By: John B. Zak

Title: President

Date: 4/12/18

CITY OF BOYNTON BEACH
LOCAL BUSINESS STATUS CERTIFICATION

I, _____, the _____ of
(Name of officer of company) (Title of officer of company)

_____, located at _____,
(Name of Corporation/Company) (Business Address)

Certify that I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

NAME OF BUSINESS:_____			
1. Is the business located within the City limits of Boynton Beach, Florida?	YES	NO	Number of Years: _____
2. Does the business have a business tax receipt issued in the current year?	YES	NO	Business License Number: _____
3. Is the business registered with the Florida Division of Corporations?	YES	NO	

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

Print Name: _____ Signature: _____

*****FOR PURCHASING USE ONLY*****

Business License ☐ **Year Established:** ☐ **Active:**

Verified by: _____ **Date:** _____

The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton Beach Boulevard
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

ADDENDUM No. 1

DATE: **April 10, 2018**
BID TITLE: **REMOVAL, REPLACEMENT AND INSTALLATION OF FIELD NETTING AT LITTLE LEAGUE PARK**
BID NO.: **014-1211-18/IT**

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum No. 1 shall govern. Words in ~~strikethrough~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. **The bid opening date remains as April 17, 2018 at 2:30 PM. The location remains unchanged.**
2. Refer to the **Scope of Work, Item 4 is revised** as follows:
   "4. The new fence shall be installed per the 2017 Florida Building Code, 6th Edition or most current and any County and/or local laws, ordinances, codes and regulations.

      a. Existing netting poles, netting, wire, and hardware.
         i. Existing poles that support the existing netting that are part of the existing chain link fence shall be cut to match the existing chain link fence pole height and capped.
         ii. Existing poles to be removed may be cut to 6" below grade unless they will interfere with the new pole installation, then they shall be removed from the ground.
         iii. Existing netting, cable, hooks shall be removed and disposed.

      b. Install new poles
         i. All poles shall be commercial grade 6-5/8" in diameter, SCH 40.
         ii. A pole shall be placed on each side of the dugout.
         iii. All poles shall be placed on the outside of the existing chain link fence.
         iv. All poles shall have secured caps.
         v. All poles shall be in-ground at a depth of no less than 5' (60 inches)
         vi. All poles shall have a 30"x60" concrete footer.
            1. ASTM C94 -Ready-mixed concrete. Normal Portland cement, 2500 PSI, 28 days, three (3) inch slump, 3/4" nominal sized

coarse aggregate

vii. All poles shall a maximum span 35' (thirty-five feet).

viii. Install new gates and overhead transoms on Field 1 and 2. (total of 4). New gates shall match existing except to have a height of 8'. See revised Attachment "A" notes 1 and 2.

c. Install new hardware (Commercial grade)
   i. All fence hardware shall be galvanized
   ii. ¾" hardware on all poles.
   iii. Guy hooks, steel, and anchors are to be galvanized.

d. Install new netting
   i. Netting shall extend 5' (five feet) beyond the height of the backstop.
      1. Field 1
      2. Field 2
   ii. Netting shall extend 20' (twenty feet) above existing chain link fence.
      1. Field 3
      2. Field 4
   iii. All netting shall be broken into sections, from pole to pole (max. pole span 35' (thirty-five feet).
   iv. All netting shall have a heavy duty top and bottom cable. Cable shall be a minimum of 3/16"
   v. Snap hooks to secure netting to cable shall be stainless, 2-3/8" in length.
   vi. All netting shall be jet-dyed all the way through, #36 x 1-7/8" twisted knotted square mesh nylon netting panels (min. 340lb tensile strength with a 3/8" solid rope border (min. 2440lb tensile strength breaking strength).
   vii. All netting shall be secured to the top and bottom cables using snap hooks, one edge of the netting shall be permanently secured to pole."

3. **Attachment "A" is revised** and is attached to this Addendum.
4. The following questions were submitted at the pre-bid conference/site visit or prior to the deadline and are hereby provided and responded to below:

Q1: Are we going to install 2 new walk gates with an overhead transoms?
A1: The Scope of Work is revised per this Addendum. See revised Scope of Work 4.b.
Q2. Do we include engineering costs into our labor cost or is this a separate cost?
A2: The prices submitted must be all-inclusive. Include any engineering costs that may be required in the prices submitted. Do not alter the bid form in anyway (i.e. write in a separate line, add a note) as your bid may be deemed as non-responsive.

Q3: In regards to the netting being retractable, are we using the 2 3/8" stainless steel snap hooks on the top, bottom, as well as both sides of the netting? Or are we using the snap hooks on 3 sides and making 1 side permanent? If we are to make one side permanent can we use steel galvanized hog rings.

A3: The Scope of Work has been revised per this Addendum. See revised Scope of Work 4.d.

Q4: Scope of work calls for netting to be 5' beyond height of backstop for field number 1 and 2, also scope of work says 20' above chain link field 3 and 4, I just want to clarify, are we are going 20' above all chain link fences on all 4 fields and only going 5' tall above fence on fields above back stops?

A4: See Scope of Work 4.d.i .1, 4.d.i.2, 4.d.ii.1, and 4.d.ii.2. Fields 1 and 2 the netting shall be 5' beyond height of backstop. Fields 3 and 4 the netting shall be 20' above existing chain link fence.

Q5: Do you want all posts evenly spaced or would you rather all posts be spaced 35' apart and then at the end of a run we have a short section?

A5: See Scope of Work 4.b.ii and 4.b.iii.

Sincerely,

Tim W. Howard
Assistant City Manager - Administration
Director of Financial Services

cc: Finance/Procurement

The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton Beach Boulevard
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

ACKNOWLEDGEMENT OF ADDENDUM No. 1

REMOVAL, REPLACEMENT AND INSTALLATION OF FIELD NETTING
AT LITTLE LEAGUE PARK
BID NO.: 014-1211-18/IT

RESPONDENT MUST SIGN, DATE AND INCLUDE THIS "ACKNOWLEDGEMENT OF ADDENDUM NO. 1 WITH BID PACKAGE IN ORDER FOR SUBMITTAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

JOHN B. ZAK	
PRINT NAME OF REPRESENTATIVE	**SIGNATURE OF REPRESENTATIVE**
AUZCO INC	4/14/18
NAME OF COMPANY	**DATE**

REMOVAL, REPLACEMENT AND INSTALLATION OF FIELD NETTING AT LITTLE LEAGUE PARK

BID DUE DATE: APRIL 17, 2018
BID DUE TIME: 2:30 P.M.
BID No.: 014-1211-18/IT

"Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

VENDORS	ANZCO, INC. 9671 Carousel Circle South Boca Raton, FL 33434 John Zak, President Tel: 561-699-3602 email: jzak@anzcoinc.com	A GREAT FENCE, LLC 751 NW Enterprise Dr. Ste 105 Port St. Lucie, FL 34986 Darrick Bailey, President Tel: 772-812-0223 email: info@agreatfence.com
ORIGINAL AND TWO COPIES	YES	YES
BIDDER ACKNOWLEDGEMENT	YES; SIGNED	YES; SIGNED
BID GUARANTY: 5% OF TOTAL BID	YES; SUBMITTED	YES; SUBMITTED
TOTAL LUMP SUM PRICE (FOR ALL 4 FIELDS):	**$160,607.00**	**$198,680.00**
OPTIONAL ITEM 1 - COST PER HOUR FOR ADDITIONAL WORK	**$240.00**	**$35.00**
OPTIONAL ITEM 2 - DISCOUNT OFF OF MANUFACTURER'S RETAIL PRICE FOR ADDITIONAL MATERIALS	**2%**	**1%**
MANDATORY PRE-BID/SITE VISIT FORM	YES; SUBMITTED	YES; SUBMITTED
ACKNOWLEDGEMENT OF ADDENDUM 1	YES; SUBMITTED	YES; SEE BELOW
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER	YES; SUBMITTED	YES; SUBMITTED
ANTI-KICKBACK AFFIDAVIT	YES; SUBMITTED	YES; SUBMITTED
MINORITY OWNED BUSINESS STATEMENT SUBMITTED	YES; SUBMITTED; NON-MINORITY	YES; SUBMITTED
CONFIRMATION OF DRUG FREE WORKPLACE SUBMITTED	YES; SUBMITTED	YES; SUBMITTED
ACKNOWLEDGEMENT OF PBC INSPECTOR GENERAL SUBMITTED	YES; SUBMITTED	YES; SUBMITTED
COMMENTS: E.G. - Did vendor submit Local Business	YES; SUBMITTED; NON-LOCAL	YES; SUBMITTED; NON-LOCAL
Status Certification form?		*****Bidder submitted addendum with copies, but did not include in original bid.

RECOMMENDED FOR AWARD

Opened and tabulated by: I. Triestman, 4.17.20; witnessed by: M. Frederiksen, 4.17.20

INVITATION TO BID FOR REMOVAL, REPLACEMENT AND INSTALLATION OF FIELD NETTING AT LITTLE LEAGUE PARK

BID No.: 014-1211-18/IT

BID OPENING DATE: APRIL 17, 2018
BID OPENING TIME: 2:30 P. M. (LOCAL TIME)
PURCHASING SERVICES, CITY HALL

The City of Boynton Beach

Purchasing Services
100 E. Boynton Beach Boulevard
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6323
FAX: (561) 742-6316

BID NO. 014-1211-18/IT
REMOVAL, REPLACEMENT AND INSTALLATION OF FIELD NETTING AT LITTLE LEAGUE PARK

Sealed bids will be received in PURCHASING SERVICES, City of Boynton Beach, 100 E. Boynton Beach Boulevard, or mail to P.O. Box 310, Boynton Beach, Florida 33425-0310 on or by: **APRIL 17, 2018; No Later Than 2:30 P.M. (Local Time).**

Bids will be opened in: **PROCUREMENT SERVICES-CITY HALL**
2ND FLOOR unless otherwise designated.

Bids received after the assigned date and time will not be considered. The Procurement Services time stamp shall be conclusive as to the timeliness of filing. The City of Boynton Beach is not responsible for the U.S. Mail or private couriers with regard to mail being delivered by a specified time so that a bid can be considered. If no award has been made, the City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid.

Sealed bids or proposals received by the City in response to an invitation to bid are exempt from public records disclosure requirements until the City provides a notice of decision or **thirty (30) days** after the opening of the proposal/bid, whichever is sooner. If the City rejects all bids or proposals submitted in response to an invitation to bid or request for proposals and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids or proposals remain exempt from public records disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all bids, proposals, or replies. Requests for bid or proposal documents should be submitted to the City Clerk's Office. Documents may be inspected without charge, but a charge will be incurred to obtain copies.

LOBBYING / CONE OF SILENCE

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response and shall remain in effect until City Commission awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the

Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

Any questions relative to any item(s) or portion of this bid should be directed to Ilyse Triestman, Purchasing Manager; Telephone: (561) 742-6322, E-mail: triestmani@bbfl.us

SCOPE OF SERVICES:

The intent of this solicitation is to select a successful Bidder to provide for turnkey removal, replacement, and installation of field netting at Little League Park in Boynton Beach, Florida.

A **MANDATORY PRE-BID MEETING AND SITE-VISIT** will be held on **March 27, 2018, 1:30 P.M.**, at 300 West Woolbright Road, Boynton Beach, Florida. Attendance is **mandatory** and proof of attendance will be evidenced by the Bidder's signature or signature of Bidder's designee on the attendance sheet provided. The Public Works Department will provide an escort to the site. The Site Inspection form will be distributed on color paper to attendees at the site visit. The colored form must be signed by a representative from the City on the day of the site visit and submitted with the Bid for the submittal to be considered responsive. The Site Inspection form included herein is an example only.

Contact: **City of Boynton Beach Purchasing Services**
100 E. Boynton Beach Boulevard
Boynton Beach, FL 33435
Ilyse Triestman, Purchasing Manager
(561) 742-6322 or triestmani@bbfl.us

Office Hours: **MONDAY – FRIDAY, 8:00 A.M. TO 5:00 P.M.**

CITY OF BOYNTON BEACH

TIM W. HOWARD
ASSISTANT CITY MANAGER – ADMINISTRATION
DIRECTOR OF FINANCIAL SERVICES

BID NO. 014-1211-18/IT
REMOVAL, REPLACEMENT AND INSTALLATION OF FIELD NETTING AT LITTLE LEAGUE PARK

Section 1 – SUBMITTAL INFORMATION

A. The City of Boynton Beach will receive bid responses until **APRIL 17, 2018** at **2:30 P.M. (LOCAL TIME)** in Purchasing Services located on the second floor of City Hall, 100 E. Boynton Beach Boulevard, Boynton Beach, FL 33435.

B. Any responses received after the above stated time and date will not be considered. It shall be the sole responsibility of the proposer to have their bid response **delivered to Purchasing Services** for receipt on or before the above stated time and date. It is recommended that responses be sent by an overnight air courier service or some other method that creates proof of submittal. Bid responses that arrive after the above stated deadline as a result of delay by the mail service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the proposer's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the bid and prior to the award being made.

C. If any addendum(s) are issued to this Bid, the City will attempt to notify all prospective bidders who have secured same, however, it shall be the responsibility of each bidder, prior to submitting the bid response, to contact the City Procurement Services at (561) 742-6322 to determine if any addendum(s) were issued and to make any addendum acknowledgements as part of their bid response.

D. **One (1) original, so marked, and two (2) copies,** of the bid response shall be submitted in one sealed package clearly marked on the outside "**INVITATION TO BID FOR REMOVAL, REPLACEMENT AND INSTALLATION OF FIELD NETTING AT LITTLE LEAGUE PARK"** to: City of Boynton Beach, Purchasing Services, P.O. Box 310, 100 E. Boynton Beach Blvd., Boynton Beach, FL 33425-0310.

E. Responses shall clearly indicate the legal name, address and telephone number of the bidder (firm, corporation, partnership or individual). Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to contractually bind the proposer to the submitted bid. Bidder must note their Federal I.D. number on their bid submittal.

GENERAL CONDITIONS FOR BIDDERS

FAMILIARITY WITH LAWS: The bidder is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the bidder will in no way relieve bidder of responsibility to adhere to such regulations.

BID FORMS: The bidder will submit a bid on the bid forms provided. All bid prices, amounts and descriptive information must be legibly entered. The bidder must state the price and the time of delivery for which they propose to deliver the equipment or service requested. The bidder IS required to be licensed to do business as an individual, partnership or corporation in the State of Florida. Place all required bid forms in a sealed envelope that has the company's name and address, proposal title, number, proposal date and time on the outside of the sealed envelope. Proposals not submitted on appropriate proposal forms may be rejected. All proposals are subject to the conditions specified herein. Proposals which do not comply with these conditions are subject to rejection.

EXECUTION OF BID: Proposal must contain an original signature of an authorized representative in the space provided on all affidavits and proposal sheets.

NO BID: If not submitting a proposal, respond by returning one copy of the "STATEMENT OF NO BID" and explain the reason by indicating one of the reasons listed or in the space provided. Repeated failure to quote without sufficient justification shall be cause for removal of the vendor's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid receiving date and hour.

BID DEADLINE: It is the bidder's responsibility to assure that the bid is delivered at the proper time and place prior to the bid deadline. The City of Boynton Beach is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by a specified time so that a proposal can be considered. Bids which for any reason are delivered by the deadline will not be considered. If no award has been made, the City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid. Offers by telegram or telephone are not acceptable.

MINOR IRREGULARITIES/RIGHT TO REJECT: Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk. The City of Boynton Beach reserves the right to waive irregularities or informalities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the City. The City may reject any response not submitted in the manner specified by the solicitation documents.

RIGHTS OF THE CITY: The City expressly reserves the right to:

A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible bidder meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;

B. Waive any defect, irregularity or informality in any bid or bidding procedure;

C. Reject or cancel any or all bids;

D. Reissue an Invitation to Bid;

E. Extend the bid deadline time and date;

F. Procure any item by other means;

G. Increase or decrease the quantity specified in the Invitation to Bid;

H. Consider and accept an alternate bid as provided herein when most advantageous to the City.

STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective bidder has:

A. Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;

B. A satisfactory record of performance;

C. A satisfactory record of integrity;

D. Qualified legally to Contract within the State of Florida and the City of Boynton Beach;

E. Supplied all necessary information in connection with the inquiry concerning responsibility.

INFORMATION AND DESCRIPTIVE LITERATURE: Bidders must furnish all information requested in the spaces provided on the bid form. Further, as may be specified elsewhere, each bidder must submit for bid evaluation cuts, sketches, and descriptive literature and technical specifications covering the products offered. Reference to literature submitted with a previous bid or on file with the buyer will not satisfy this provision.

INTERPRETATIONS: Any questions concerning conditions and specifications should be directed to this office in writing no later than ten (10) days prior to the bid deadline. Inquiries must reference the date by which the bid is to be received.

CONFLICT OF INTEREST: The award hereunder is subject to all conflict of interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

ADDITIONAL QUANTITIES: The City reserves the right to acquire additional quantities of the bid products or services at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted **"BID IS FOR SPECIFIED QUANTITY ONLY".**

SAMPLES: Samples of items, when called for, must be furnished free of expense, and if not used, tested or destroyed, upon request, will be returned at the bidder's expense. Request for

the return of samples may be made within ten (10) days following the bid deadline. Each individual sample must be labeled with the bidder's name, manufacturer's brand name and number, and item reference.

DEMONSTRATIONS: Performance of the equipment/services upon request can be deemed a part of the evaluation process in determining the award of bidder. Demonstrations of the merits of the equipment/services that meet City requirements shall be requested by Procurement Services. Equipment demonstrated shall be a minimum of one (1) year old. All required staff, to be assigned per the individual bid product or service application, will form the Bid Award Committee to evaluate and submit a group award recommendation. The City reserves the right to make separate and independent awards based on its needs and the combined evaluation results.

SUBCONTRACTING: If a bidder subcontracts any portion of a Contract for any reason, the bidder must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The City of Boynton Beach reserves the right to accept or reject any or all bids wherein a subcontractor is named and to make the award to the bidder, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves all rights in order to make a determination as to the foregoing.

ADDENDA: From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to bidders at Procurement Services, it is each bidder's responsibility to check with Procurement Services and immediately secure all addenda before submitting bids. It is the usual practice for the City to mail an addendum to known bidders, but it cannot be guaranteed that all bidders will receive ALL addenda in this manner. Each bidder shall acknowledge receipt of ALL addenda by notation on the bid and shall adhere to all requirements specified in each addendum prior to submission of the bid.

ESCALATOR CLAUSE: Any bid which is submitted subject to an escalator clause will be rejected, unless addressed in the Special Conditions Section of the bid documents.

EXCEPTIONS: Incorporation in a bid of exceptions to any portion(s), of the Contract documents may invalidate the bid. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the bidder's submittal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS**" and this sheet shall be attached to the bid. The use of bidder's standard forms, or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents.

ALTERNATES: Where a base bid is provided for, the bidder shall submit a bid on the base bid and may exercise their own prerogative in submitting a bid on alternate items. The Owner reserves the right to accept or reject the alternates or base bid or any combination thereof. The Owner, or a representative, further reserves the unqualified right to determine whether any particular item or items of material, equipment, or the like, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same.

NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications under the direction of appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not

delivered as per delivery date in the bid and or Purchase Order may result in the bidder being found in default in which event any and all procurement costs may be charged against the defaulted Contractor. Any violation of these stipulations may also result in the vendor's name being removed from the City of Boynton Beach's vendor mailing list.

DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

ANTITRUST CAUSE OF ACTION: In submitting a bid to the City of Boynton Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Boynton Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Boynton Beach. At the City of Boynton Beach's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this submittal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City at once, indicating in a letter the specific regulation which required an alteration. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

LEGAL REQUIREMENTS: Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

PUBLIC ENTITY CRIMES: As provided in Fla. Stat. § 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and my not transact business with any public entity in excess of the threshold amount provided S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

BID GUARANTEE/BID BOND:

All bids shall be submitted upon the bid form(s) herein, or verbatim copy thereof. Bids shall be accompanied by an acceptable 5% bid bond, cash, certified check, or money order if the bid amount exceeds $25,000.00. Said bid bond is to be furnished and executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a Registered Agent in Florida for purposes of service of process. The bid bond amount shall be 5% of the bid price and shall constitute a guarantee that the contractor, if awarded the contract, will enter into a written contract with the City to perform this work pursuant to the bid.

Guarantee of the successful bidder shall be forfeited to the City upon the successful bidder's failure or refusal to execute and deliver the Contract and bonds required within ten (10) days after he has received the Contracts for execution, not as a penalty, but as liquidated damages for the costs and expense incurred should said bidder fail to submit satisfactory surety or fail to comply with any other requirements of the specifications or of his bid. Such, checks or Bid Bonds will be returned to all except the awarded vendor after Commission award. The awarded

vendor's bid bond will be returned upon receipt of: Payment Bond, Public Construction Bond, Contract, and insurance requirements.

PUBLIC CONSTRUCTION BOND:

A. Bidder shall submit in conjunction with its bid a statement identifying the surety company or companies which will provide the Public Construction Bond required under the terms of the Contract should bidder be the successful bidder and be awarded the Contract. The disclosure shall contain an affirmation by bidder that the surety so designated has preliminarily agreed to issue the Public Construction Bond required under the terms of the Contract should bidder be awarded the Contract.

B. Within ten (10) days of receipt of the Contract documents for execution, the successful bidder shall furnish a Public Construction Bond in the amount of 100 percent of the accepted bid as security for faithful performance of his Contract and for payment of all persons performing labor or furnishing materials in connection therewith, prepared on the form or bond attached hereto.

C. The Contractor is required at all times to have a valid Public Construction Bond in force covering the work being performed. A failure to have such bond in force at any time shall constitute a default on the part of the Contractor.

If the surety company writing the Public Construction Bond becomes disqualified according to the provisions of Article 18 below, then this shall automatically constitute failure on the part of the Contractor to meet the above requirements unless Contractor provides substitute Public Construction Bond within thirty (30) days of written demand by the CITY.

D. The Public Construction Bond shall continue in effect for one (1) year after completion and acceptance of the work with liability equal to 25% of Contract price, or an additional bond shall be conditioned that the Contractor will, upon notification by the City, correct any defective or faulty work or materials which appear within one (1) year after completion of the Contract.

POWER OF ATTORNEY:

Attorneys-in-fact who sign Bid Bonds or Contract Bonds shall file with each bond an original, certified and dated copy of their power of attorney.

QUALIFICATION OF SURETY:

The Bid Bond and the Public Construction Bond shall be executed by a surety company of recognized standing authorized to do business in the State of Florida and having a resident agent in the State of Florida for purposes of service of process. The surety company shall hold a current certificate of authority as acceptable surety on Federal Bonds, in accordance with U.S. Department of Treasury Circular 570, current revision, or meet the criteria established as to acceptable surety companies by the Board of Commissioners of State Institutions, March 18, 1958, or the equivalent thereof. A surety shall be deemed not qualified if the surety shall have a receiver appointed for it, or if it shall declare or file or has filed for bankruptcy.

ADVERTISING: In submitting a bid, the bidder agrees not to use the results as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under "**NONCONFORMANCE WITH CONTRACT CONDITIONS**".

ASSIGNMENT: Any Purchase Order issued pursuant to this bid invitation and the funds which may be come due hereunder are not assignable except with the prior written approval of the City.

LIABILITY: The selected bidder(s) shall hold and save harmless the City of Boynton Beach, Florida its officers, agents, volunteers and employees from liability of any kind in the performance of this Contract. Further, the selected bidder(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, servants an employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from bidder's operation pursuant to this Contract and from and against all costs, counsel fees, expenses and liabilities incurred in an about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the bidder within ten (10) days of receipt by the City of any claim, suit or action against the City arising directly or indirectly from the operations of the bidder hereunder, for which the City may be entitled to a claim or indemnity against the bidder, under the provisions of this Contract. Bidder shall have the right to control the defense of any such claim suit or actions. The bidder shall also be liable to the City for all costs, expenses, attorneys' fees and damages which may be incurred or sustained by the City by reason of the bidder's breach of any of the provision of the contract. Bidder shall not be responsible for negligent acts of the City or its employees.

OPTIONAL CONTRACT USAGE BY OTHER GOVERNMANTAL AGENCIES: If a bidder is awarded a contract as a result of the solicitation, if bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the solicitation and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.

AWARD OF CONTRACT: The low monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the City to the most responsive, responsible bidder whose bid represents the most advantageous bid to the City, price and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The City reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any bidder, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the bidder and the City is satisfied that the most responsive, responsible bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the required work within the time specified.

AS SPECIFIED: A Purchase Order will be issued to the successful bidder with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified, will be returned at no expense or penalty to the City of Boynton Beach.

DELIVERY: Prices shall be quoted F.O.B. Boynton Beach, Florida. F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination. Any and all freight charges are to be included in the bid total. The bidder's invoice payment terms must be shown.

WARRANTY REQUIREMENTS: Each item, including all components and all installed accessories and equipment, shall be guaranteed by the bidder to be free of defective parts and workmanship. This warranty shall be for a period of 365 days or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. Warranty will cover parts, labor and any necessary shipping. Warranty repairs may be accomplished on City property, if space is available; this will be at the sole discretion of the City. Contact Procurement Services for permission to perform warranty service on City property. Warranty to start at the time of acceptance by the City; however, in cases where vehicles or

equipment are not immediately placed in service, the bidder will provide a delay of warranty start-up time. The period of warranty delay will be coordinated by Procurement Services.

PRICES, TERMS AND PAYMENT: Firm prices shall be quoted, typed or printed in ink, and include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder is requested to offer a cash discount for prompt invoice payment. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

Upon delivery, the City shall make final inspection. If this inspection shows that the equipment/service has been delivered/performed in a satisfactory manner in accordance with the specifications, the City shall receive the same. Final payment due the bidder shall be withheld until visual inspection is made by the **PUBLIC WORKS DEPARTMENT** and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Acceptance shall not exceed thirty (30) days. If any equipment/service has to be rejected for any reason, the bidder shall be required to pick up the equipment, accomplish the necessary repairs and return the equipment to the City. Warranty repairs may be accomplished on City property if space is available; this will be at the discretion of the City. Title to or risk loss or damage to all items shall be the responsibility of the bidder, unless such loss or damages have been proven to be the result of negligence by the City.

A. TAXES: Do not include State or Federal taxes. Not applicable to municipalities.

B. MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.

C. DISCOUNTS: Will be considered in determining the lowest net cost.

D. CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

E. SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.

TIME OF DELIVERY: See Scope of Services

LICENSE AND PERMITS: It shall be the responsibility of the successful bidder to obtain all licenses and permits, if required, to complete this service at no additional cost to the City. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if awarded as the successful bidder, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

Bidder certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

PALM BEACH COUNTY INSPECTOR GENERAL:
The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the municipality to be a material breach of this contract justifying its termination.

PUBLIC RECORDS: Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

JUDY PYLE, CITY CLERK
100 E. BOYNTON BEACH BLVD. BOYNTON BEACH, FLORIDA, 33435
561-742-6061
PYLEJ@BBFL.US

QUESTIONS: Any questions relative to any item(s) or portion of this bid or Invitation to Bid should be directed to **Ilyse Triestman, Purchasing Manager, Monday through Friday, 8:00 A.M. to 5:00 P.M. at (561) 742-6322; E-mail triestmani@bbfl.us**

LOCAL BUSINESS PREFERENCE

The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference.

"For all acquisitions made pursuant to Sealed Competitive Bid, as provided in Sec. 10.05, the City shall give preference to a Local Business if the Local Business' bid is determined to be within five percent (5%) or five thousand dollars ($5,000.00), whichever is less, of the lowest responsible and responsive bidder. In revenue generating contracts where award, if any, is to be made to the bidder returning the highest amount to the City, the same preference set forth herein shall be applied with respect to the highest bid."

In order to be considered for a local business preference, **a bidder must include the Local Business Status Certification Form at the time of bid submittal.**

Failure to submit this form at the time of bid submittal will result in the bidder being found ineligible for the local business preference for this solicitation.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.

BID NO. 014-1211-18/IT
REMOVAL, REPLACEMENT AND INSTALLATION OF FIELD NETTING AT LITTLE LEAGUE PARK

SPECIAL TERMS AND CONDITIONS

PURPOSE: The intent of this solicitation is to select a successful Bidder to provide for turnkey removal, replacement, and installation of field netting at Little League Park in Boynton Beach, Florida.

METHOD OF AWARD: Successful Bidder awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

Once opened, the bids will be tabulated and evaluated by the City before recommendation and/or notice of intent to award. The City, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. The City further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of the City to award the bid to the lowest bidder, or any bidder. The City reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of the City. The City shall be the sole judge of the bids and the City's decision shall be final.

The City intends to award a contract to the lowest, responsive, responsible total price bidder for, taking into consideration experience, staffing, equipment, materials, references and past performance.

INSURANCE: It shall be the responsibility of the successful bidder to maintain workers' compensation insurance, property damage, liability insurance and vehicular liability insurance, during the time any of bidder's personnel are working on City of Boynton Beach property. The vendor shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance to A.M. Best's Key Rating Guide, latest edition.

BID NO. 014-1211-18/IT
REMOVAL, REPLACEMENT AND INSTALLATION OF FIELD NETTING AT LITTLE LEAGUE PARK

SCOPE OF WORK

1. The Successful bidder shall provide for a turnkey removal, replacement and installation of netting (foul ball and backstop netting) for Little League Park baseball fields located at 300 West Woolbright Road, Boynton Beach, Florida. The Successful Bidder shall furnish all labor, materials, and equipment for installation to complete all work necessary as specified by the City. The successful bidder shall be responsible for the welding, installation, and construction of the metal framing and netting. The successful bidder will be responsible to remove and dispose of any waste resulting from the installation of the netting, including the removal of any excess material resulting from the work.

2. All permit fees shall be paid by Contractor and included in the price submitted. The City will not pay any additional charge for permit fees.

3. Contact the City of Boynton Beach at 561-742-6200 for a Roll-off container.

4. The new fence shall be installed per the 2017 Florida Building Code, 6th Edition or most current and any County and/or local laws, ordinances, codes and regulations.

    a. Existing netting poles, netting, wire, and hardware.
        i. Existing poles that support the existing netting that are part of the existing chain link fence shall be cut to match the existing chain link fence pole height and capped.
        ii. Existing poles to be removed may be cut to 6” below grade unless they will interfere with the new pole installation, then they shall be removed from the ground.
        iii. Existing netting, cable, hooks shall be removed and disposed.

    b. Install new poles
        i. All poles shall be commercial grade 6-5/8” in diameter, SCH 40.
        ii. A pole shall be placed on each side of the dugout.
        iii. All poles shall be placed on the outside of the existing chain link fence.
        iv. All poles shall have secured caps.
        v. All poles shall be in-ground at a depth of no less than 5’ (60 inches)
        vi. All poles shall have a 30”x60” concrete footer.
            1. ASTM C94 -Ready-mixed concrete. Normal Portland cement, 2500 PSI, 28 days, three (3) inch slump, 3/4" nominal sized coarse aggregate
        vii. All poles shall a maximum span 35’ (thirty-five feet).

    c. Install new hardware (Commercial grade)
        i. All fence hardware shall be galvanized
        ii. ¾” hardware on all poles.
        iii. Guy hooks, steel, and anchors are to be galvanized.

SCOPE OF WORK (CONTINUED)

d. Install new netting
   i. Netting shall extend 5' (five feet) beyond the height of the backstop.
      1. Field 1
      2. Field 2
   ii. Netting shall extend 20' (twenty feet) above existing chain link fence.
      1. Field 3
      2. Field 4
   iii. All netting shall be broken into sections, from pole to pole (max. pole span 35' (thirty-five feet).
   iv. All netting shall have a heavy duty top and bottom cable. Cable shall be a minimum of 3/16"
   v. Snap hooks to secure netting to cable shall be stainless, 2-3/8" in length.
   vi. All netting shall be jet-dyed all the way through, #36 x 1-7/8" twisted knotted square mesh nylon netting panels (min. 340lb tensile strength with a 3/8" solid rope border (min. 2440lb tensile strength breaking strength).

5. Contractor will be responsible for ensuring that all employees are in compliance, at all times, with Terms, Conditions, and Specifications outlined in these bid specifications. Contractor will be responsible for obtaining all necessary permits, licenses, and/or registration cards, I-9 Form (Employment Eligibility Verification) in compliance with all applicable federal, state, and local statues pertaining to services as specified including coordinating City issued photo ids, keys, access cards, and background checks through the contractor administrator.

6. Contractor will not be permitted to subcontract work under this contract unless written approval is granted by the City's contract administrator. The subcontractor, if approved, will be bound by the conditions of the contract between the City and the awarded contractor and will perform in accordance with all terms of the contract and specifications. All required notices, and directives, will be directed to the contractor. All direction given to the subcontractor on the work site will bind the contractor as if the notice had been given directly to the contractor.

7. This project must be completed within 120 days from issuance of Purchase Order.

8. Protection of People and Property: As this is an active viable City facility, all necessary precautions shall be exercised by the successful Bidder at all times for the protection of persons and property. The successful Bidder shall at all times, guard from damage or loss to property of the City or of other contractors and shall replace and/or repair any loss or damage unless such be caused by the City, or other contractors. The City reserves the right to hire a third party firm, under contract, to remediate damages caused by the successful Bidder, at the sole expense of the successful Bidder. The City may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the successful Bidder, its subcontractors, employees or agents.

Attachment "A"
City of Boynton Beach
Risk Management Department
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.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
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	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

BIDDER ACKNOWLEDGEMENT

Submit Bids To: PURCHASING SERVICES
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

Bid Title: **"REMOVAL, REPLACEMENT AND INSTALLATION OF FIELD NETTING AT LITTLE LEAGUE PARK"**

Bid Number: **014-1211-18/IT**

Bid Due: **APRIL 17, 2018, NO LATER THAN 2:30 P.M. (LOCAL TIME)**

Bids will be opened in Purchasing Services unless specified otherwise and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the City.

Name of Bidder: _____

Federal I.D. Number: _____

A Corporation of the State of: _____

Area Code: _____ Telephone Number: _____

Area Code: _____ FAX Number: _____

Mailing Address: _____

City/State/Zip: _____

Vendor Mailing Date: _____

E-Mail Address: _____

_____
Authorized Signature

_____
Name Typed

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

MANDATORY SITE INSPECTION CONFIRMATION

BID TITLE: **REMOVAL, REPLACEMENT AND INSTALLATION OF FIELD NETTING AT LITTLE LEAGUE PARK**

BID NUMBER: **014-1211-18/IT** **DATE:**

_____ as an authorized representative of: (Print Name and Title of Representative)

_____ (hereinafter called the bidder) located at
(Print Name of Company)

_____ confirms that said
Company Address

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

_____ _____

SIGNATURE OF COMPANY REPRESENTATIVE NAMED ABOVE **DATE OF INSPECTION**

EXAMPLE

_____

CITY REPRESENTATIVE SIGNATURE FOR MANDATORY ONLY

BID NO. 014-1211-18/IT
REMOVAL, REPLACEMENT AND INSTALLATION OF FIELD NETTING AT LITTLE LEAGUE PARK

BID FORM

To: City of Boynton Beach, Florida

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of product/service called for. In accordance with the General Conditions, Special Conditions, and Specifications and Requirements, the undersigned bidder offers the following:

Basis of Award: It is the intent of the City to award to the lowest responsive and responsible bidder by total bid price. The City reserves the right to award optional items if determined to be in the City's best interest. Award of all items are subject to the availability of funds.

ITEM NO.	DESCRIPTION OF SERVICES	TOTAL LUMP SUM PRICE
1.	FIELD 1 – (Material) Furnish new field netting as per specifications.	$_____
2.	FIELD 1 – (Labor) All equipment, labor, supervision, hardware, tools and incidentals to remove existing netting, wires, poles etc. and install new field netting as per specifications.	$_____
3.	FIELD 2 – (Material) Furnish new field netting as per specifications.	$_____
4.	FIELD 2 – (Labor) All equipment, labor, supervision, hardware, tools and incidentals to remove existing netting, wires, poles etc. and install new field netting as per specifications.	$_____
5.	FIELD 3 – (Material) Furnish new field netting as per specifications.	$_____
6.	FIELD 3 – (Labor) All equipment, labor, supervision, hardware, tools and incidentals to remove existing netting, wires, poles etc. and install new field netting as per specifications.	$_____
7.	FIELD 4 – (Material) Furnish new field netting as per specifications.	$_____
8.	FIELD 4 – (Labor) All equipment, labor, supervision, hardware, tools and incidentals to remove existing netting, wires, poles etc. and install new field netting as per specifications.	$_____
TOTAL – ALL LABOR, MATERIALS, EQUIPMENT FOR ALL FOUR (4) FIELDS:		**$**_____

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

BID NO. 014-1211-18/IT
REMOVAL, REPLACEMENT AND INSTALLATION OF FIELD NETTING AT LITTLE LEAGUE PARK

BID FORM (CONTINUED)

OPTIONAL ITEMS:

ITEM NO.	DESCRIPTION OF SERVICES	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
OPT 1	Optional labor cost per hour for additional work not covered in this turnkey project cost and discovered during implementation.	$_____	5 HRS	$_____
OPT 2	Optional discount off of Manufacturer's Suggested Retail price for additional materials not included in the turnkey project cost and discovered during implementation.	_____ %	$1,000.00	

_____ _____
COMPANY NAME SIGNATURE OF AUTHORIZED OFFICIAL

_____ (_____)_____
PRINTED NAME OF AUTHORIZED OFFICIAL TELEPHONE NUMBER

_____ (_____)_____ _____
TITLE FAX NUMBER E-MAIL ADDRESS

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

BID BOND

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS, that _____

as Principal, and _____, as Surety, authorized to do business in the State of Florida are held and firmly bound unto the Owner, City of Boynton Beach in the penal sum of _____ Dollars ($_____) lawful money of the United States, for the payment of which sum will and truly to be made, we bond ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 2018 for:

REMOVAL, REPLACEMENT AND INSTALLATION OF FIELD NETTING AT LITTLE LEAGUE PARK
BID No. 014-1211-18/IT

NOW THEREFORE,

A. If the principal shall not withdraw said Bid within ninety (90) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bonds with goods and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

B. In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bonds within the time specified, if the principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work and supplies, if the latter amount be in excess of the former then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

C. This bond is given to comply with Section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this _____ day of _____, being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of is governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary only will attest and affix seal).

PRINCIPAL:

_____
Name of Firm

WITNESS:

_____ _____
Signature of Authorized Officer (affixed seal)

_____ _____
Title

_____
Business Address

_____
City and State

SURETY:

_____
Corporate Surety

WITNESS:

_____ _____
Attorney-in-fact (affix seal)

_____
Business Address

_____
City State

_____
Name of Local Insurance Agency

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said Bid Bond on behalf of the Principal, was then _____ of said Corporation; that I know has signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

_____
Secretary (corporate seal)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor for the Owner, the City of Boynton Beach.

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
:
County of_____)

_____, being first duly sworn, deposes and says that:

1) He is_____ of _____,
(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) Said bid is genuine and is not a collusive or sham bid;

4) Further, the said 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 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)_____

Subscribed and sworn to before me (Title) _____

This _____ day of _____, 20 _____

My commission expires _____

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TO BE CONSIDERED COMPLETE AND ACCEPTABLE

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____
NAME - SIGNATURE

Sworn and subscribed before me
this _____ day of _____ ,20 _____

Printed Information:

_____
NAME

_____
TITLE

_____
NOTARY PUBLIC, State of Florida
at Large

_____
COMPANY

_____
"OFFICIAL NOTARY SEAL" STAMP

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CONFIRMATION OF MINORITY OWNED BUSINESS

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form with your bid proposal sheet making it an official part of your bid response.

Is your company a Minority Owned Business? _____ _____
Yes No

If Yes, please indicate by an "X" in the appropriate box:

( ) AMERICAN INDIAN

( ) ASIAN

( ) BLACK

( ) HISPANIC

( ) WOMEN

( ) OTHER _____
(specify)

( ) NOT APPLICABLE

Do you possess a Certification qualifying your business as a Minority Owned Business?

YES _____ NO _____

If YES, Name the Organization from which this certification was obtained and date:

_____
Issuing Organization for Certification

_____
Date of Certification

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
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CONFIRMATION OF DRUG-FREE WORKPLACE

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 five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____
Vendor's Signature

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

_____
CONTRACTOR NAME

By_____

Title: _____

Date: _____

CITY OF BOYNTON BEACH
LOCAL BUSINESS STATUS CERTIFICATION

I, _____, the _____ of
(Name of officer of company) (Title of officer of company)

_____, located at _____,
(Name of Corporation/Company) (Business Address)

Certify that I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

NAME OF BUSINESS:_____			
1. Is the business located within the City limits of Boynton Beach, Florida?	YES	NO	Number of Years: _____
2. Does the business have a business tax receipt issued in the current year?	YES	NO	Business License Number: _____
3. Is the business registered with the Florida Division of Corporations?	YES	NO	

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

Print Name: _____ Signature: _____

*****FOR PURCHASING USE ONLY*****

Business License ☐ **Year Established:** ☐ **Active:**

Verified by: _____ **Date:** _____

STATEMENT OF NO BID

If you are not bidding this service/commodity, please complete and return this form to: PROCUREMENT SERVICES, City of Boynton Beach, 100 E. Boynton Beach Boulevard, P.O. Box 310, Boynton Beach, Florida 33425-0310.

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the City of Boynton Beach.

COMPANY NAME: _____

ADDRESS: _____

_____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

WE, the undersigned have declined to bid on your Bid No.: **014-1211-18/IT** to **"REMOVAL, REPLACEMENT AND INSTALLATION OF FIELD NETTING AT LITTLE LEAGUE PARK"** because of the following reasons:

_____ Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)

_____ Insufficient time to respond to the Invitation to Bid

_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Specifications unclear (explain below)

_____ Other (specify below)

REMARKS: _____

_____

ATTACHMENT A – LITTLE LEAGUE PARK NETTING LOCATION

The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton Beach Boulevard
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

ADDENDUM No. 1

DATE: **April 10, 2018**
BID TITLE: **REMOVAL, REPLACEMENT AND INSTALLATION OF FIELD NETTING AT LITTLE LEAGUE PARK**
BID NO.: **014-1211-18/IT**

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum No. 1 shall govern. Words in ~~strikethrough~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. **The bid opening date remains as April 17, 2018 at 2:30 PM. The location remains unchanged.**
2. Refer to the **Scope of Work, Item 4 is revised** as follows:
   "4. The new fence shall be installed per the 2017 Florida Building Code, 6th Edition or most current and any County and/or local laws, ordinances, codes and regulations.

      a. Existing netting poles, netting, wire, and hardware.
         i. Existing poles that support the existing netting that are part of the existing chain link fence shall be cut to match the existing chain link fence pole height and capped.
         ii. Existing poles to be removed may be cut to 6" below grade unless they will interfere with the new pole installation, then they shall be removed from the ground.
         iii. Existing netting, cable, hooks shall be removed and disposed.

      b. Install new poles
         i. All poles shall be commercial grade 6-5/8" in diameter, SCH 40.
         ii. A pole shall be placed on each side of the dugout.
         iii. All poles shall be placed on the outside of the existing chain link fence.
         iv. All poles shall have secured caps.
         v. All poles shall be in-ground at a depth of no less than 5' (60 inches)
         vi. All poles shall have a 30"x60" concrete footer.
            1. ASTM C94 -Ready-mixed concrete. Normal Portland cement, 2500 PSI, 28 days, three (3) inch slump, 3/4" nominal sized

coarse aggregate

vii. All poles shall a maximum span 35' (thirty-five feet).

viii. Install new gates and overhead transoms on Field 1 and 2, (total of 4). New gates shall match existing except to have a height of 8'. See revised Attachment "A" notes 1 and 2.

c. Install new hardware (Commercial grade)
   i. All fence hardware shall be galvanized
   ii. ¾" hardware on all poles.
   iii. Guy hooks, steel, and anchors are to be galvanized.

d. Install new netting
   i. Netting shall extend 5' (five feet) beyond the height of the backstop.
      1. Field 1
      2. Field 2
   ii. Netting shall extend 20' (twenty feet) above existing chain link fence.
      1. Field 3
      2. Field 4
   iii. All netting shall be broken into sections, from pole to pole (max. pole span 35' (thirty-five feet).
   iv. All netting shall have a heavy duty top and bottom cable. Cable shall be a minimum of 3/16"
   v. Snap hooks to secure netting to cable shall be stainless, 2-3/8" in length.
   vi. All netting shall be jet-dyed all the way through, #36 x 1-7/8" twisted knotted square mesh nylon netting panels (min. 340lb tensile strength with a 3/8" solid rope border (min. 2440lb tensile strength breaking strength).
   vii. All netting shall be secured to the top and bottom cables using snap hooks, one edge of the netting shall be permanently secured to pole."

3. **Attachment "A" is revised** and is attached to this Addendum.
4. The following questions were submitted at the pre-bid conference/site visit or prior to the deadline and are hereby provided and responded to below:

Q1: Are we going to install 2 new walk gates with an overhead transoms?

A1: The Scope of Work is revised per this Addendum. See revised Scope of Work 4.b.

Q2. Do we include engineering costs into our labor cost or is this a separate cost?

A2: The prices submitted must be all-inclusive. Include any engineering costs that may be required in the prices submitted. Do not alter the bid form in anyway (i.e. write in a separate line, add a note) as your bid may be deemed as non-responsive.

Q3: In regards to the netting being retractable, are we using the 2 3/8" stainless steel snap hooks on the top, bottom, as well as both sides of the netting? Or are we using the snap hooks on 3 sides and making 1 side permanent? If we are to make one side permanent can we use steel galvanized hog rings.

A3: The Scope of Work has been revised per this Addendum. See revised Scope of Work 4.d.

Q4: Scope of work calls for netting to be 5' beyond height of backstop for field number 1 and 2, also scope of work says 20' above chain link field 3 and 4, I just want to clarify, are we are going 20' above all chain link fences on all 4 fields and only going 5' tall above fence on fields above back stops?

A4: **See Scope of Work 4.d.i .1, 4.d.i.2, 4.d.ii.1, and 4.d.ii.2. Fields 1 and 2 the netting shall be 5' beyond height of backstop. Fields 3 and 4 the netting shall be 20' above existing chain link fence.**

Q5: Do you want all posts evenly spaced or would you rather all posts be spaced 35' apart and then at the end of a run we have a short section?

A5: See Scope of Work 4.b.ii and 4.b.iii.

Sincerely,

Tim W. Howard
Assistant City Manager - Administration
Director of Financial Services

cc: Finance/Procurement

The City of Boynton Beach

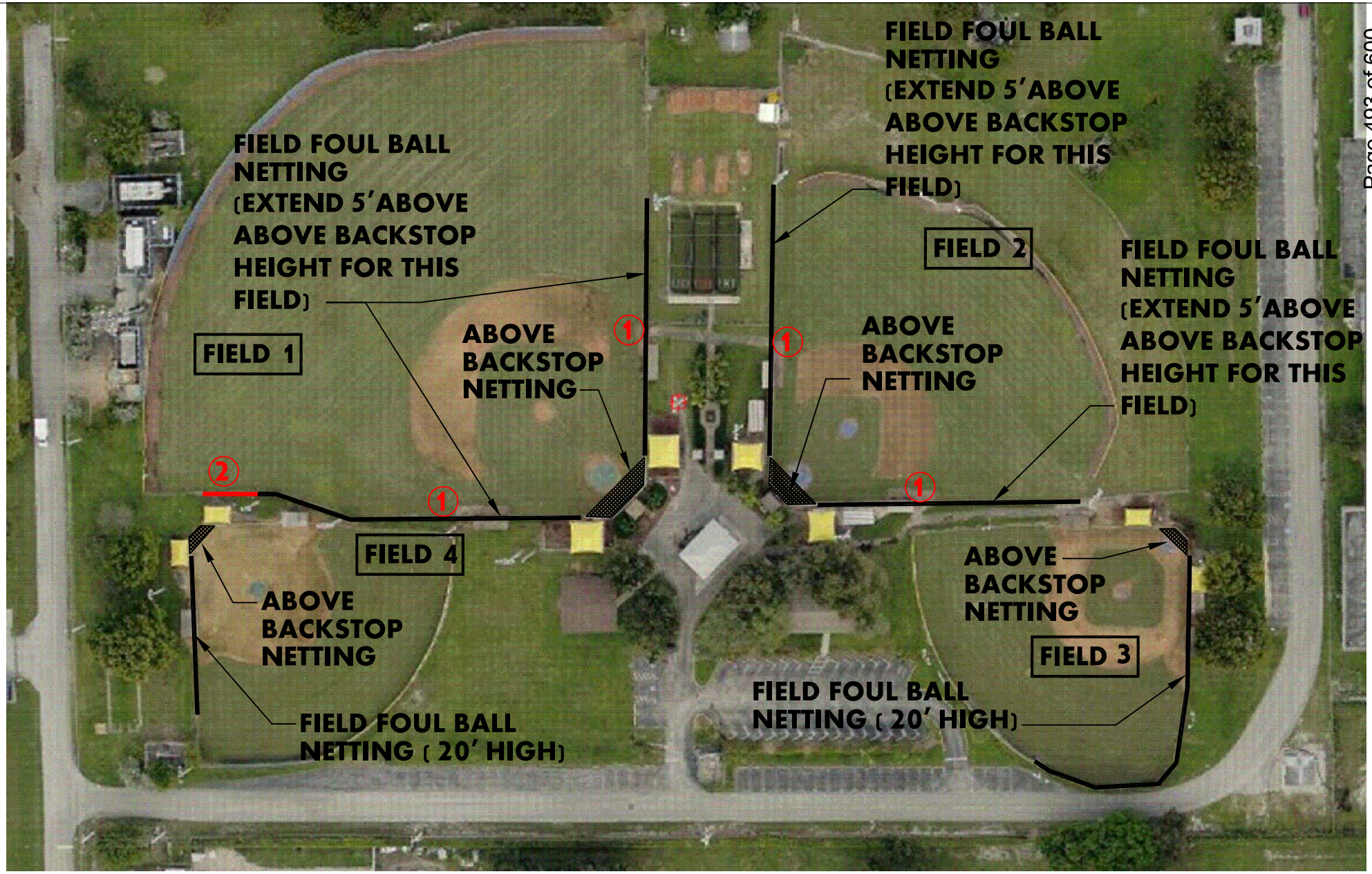
Finance/Procurement Services
100 E. Boynton Beach Boulevard
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

ACKNOWLEDGEMENT OF ADDENDUM No. 1

REMOVAL, REPLACEMENT AND INSTALLATION OF FIELD NETTING
AT LITTLE LEAGUE PARK
BID NO.: 014-1211-18/IT

RESPONDENT MUST SIGN, DATE AND INCLUDE THIS "ACKNOWLEDGEMENT OF ADDENDUM NO. 1 WITH BID PACKAGE IN ORDER FOR SUBMITTAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

PRINT NAME OF REPRESENTATIVE	**SIGNATURE OF REPRESENTATIVE**
NAME OF COMPANY	**DATE**



LITTLE LEAGUE PARK FIELD AND BACKSTOP NETTING

ATTACHMENT 'A'

1. Install new 8' high chain link (specifications to match existing, except 8' high) gates at the entrance to fields 1 and 2.
2. Extend field 1 netting to be even with the west poles of the north canopy of field 4.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 18-005 - SECOND READING - Approve Telecommunications in Public Rights-of-Way (CDRV 18-001) - Amending Part II Code of Ordinances Chapter 25.1 Communications Facilities in Right-of-Way for consistency with the State's Advanced Wireless Infrastructure Deployment Act. City-initiated. ***(Tabled to May 1, 2018)***

EXPLANATION OF REQUEST:
The Florida legislature adopted the Advanced Wireless Infrastructure Deployment Act effective July 1, 2017 that revised regulations applicable to communications facilities in the public rights-of-way. The proposed amendments are to Chapter 25.1 of Part II of the Code of Ordinances. Staff has simultaneously prepared related amendments to Chapter 3 of Part III. Land Development Regulations, to maintain consistency with the proposed amendments to Chapter 25.1. The proposed amendments to Chapter 3 also include provisions for amateur radio towers and antennas to ensure compliance with requirements and restrictions of the Federal Communications Commission (FCC). The amendments to Chapter 3 are now being processed under a separate ordinance, and will soon return to the Commission for consideration.

The proposed code revisions establish uniform standards and guidelines for the siting, design, and permitting of communication towers, communication antennas, and wireless communication facilities sited within public rights-of-way, and establish review procedures to ensure that applications for same are acted upon consistent with state and federal laws. The recommended amendments also seek to minimize visual and other impacts of wireless communication facilities on surrounding areas by establishing standards for location, design, landscape screening, and compatibility.

Following First Reading of the Ordinance, and receipt of feedback from representatives for certain communications and telecommunications companies, staff made additional revisions to the proposed regulations taking into consideration the comments from others while maintaining compliance with and/or furthering the intent of the Act.

Second Reading for this item was tabled at the April 17th hearing to allow additional time for staff to review last minute comments received from Verizon and T-Mobile, and draft any warranted changes. Staff forwards this item to the Commission for Second Reading with changes to the proposed ordinance, involving Sections 25.1-6(8)(b)(10) and 25.1-6(12)(b)(1). The changes involve the application submittal requirements for a tower in the right-of-way, and the restriction on the size of an antenna and potential conflict with State Law. Specifically, the first change would eliminate the requirement for photographs showing site conditions and conditions of adjacent properties, and only require the “graphic depictions and or simulated renderings” as required in sub-paragraph (10)(b) if the tower is not meeting the stealth standards, by placing this requirement under Section 25.1-6(12)(b). This same section would also be edited with appropriate wording indicating the specific intent of the sub-section to not conflict with the size allowance of State Law

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? N/A

FISCAL IMPACT: N/A

ALTERNATIVES:
None recommended

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance
🗋	Exhibit	Exhibit A
🗋	Staff Report	Staff Report

ORDINANCE NO. 18-_____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CHAPTER 25.1, OF THE CITY CODE REGARDING COMMUNICATIONS FACILITIES IN THE PUBLIC RIGHTS-OF-WAY; IMPLEMENTING THE ADVANCED WIRELESS INFRASTRUCTURE DEPLOYMENT ACT; MAKING FACTUAL AND LEGISLATIVE FINDINGS; ADOPTING AND AMENDING CITY REGULATIONS RELATED TO, WITHOUT LIMITATION, PLACEMENT, MAINTENANCE, AND REPLACEMENT OF WIRELESS AND OTHER COMMUNICATIONS FACILITIES IN THE CITY'S RIGHTS-OF-WAY, COLLOCATION OF SMALL WIRELESS FACILITIES ON EXISTING UTILITY POLES, PLACEMENT OF NEW UTILITY POLES, INSURANCE AND SURETY BOND REQUIREMENTS, PERMITTING PROCEDURES AND REQUIREMENTS, APPEALS, SAFETY REQUIREMENTS, WAIVERS, REVIEW DEADLINES, DEFINITIONS, REGISTRATION OF COMMUNICATIONS SERVICE PROVIDERS, AND FEES; PROVIDING OBJECTIVE DESIGN STANDARDS; PROVIDING FOR CITY COMMISSION AUTHORITY, CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature adopted, and on June 23, 2017 the governor signed into law, effective July 1, 2017, the Advanced Wireless Infrastructure Deployment Act (the "Act"), codified at Florida Statutes § 337.401, which places certain limitations on local government authority to regulate wireless communications facilities within the public rights-of-way; and

WHEREAS, the Act provides at Florida Statutes § 337.401(7)(d) that, "Except as provided in this subsection, an authority may not prohibit, regulate, or charge for the collocation of small wireless facilities in the public rights-of-way;" and

WHEREAS, passage of the Act necessitates that the City amend the City Code in order to implement the Act, ensure that the City's regulations governing wireless communications facilities in the rights-of-way are consistent therewith, and to adopt new regulations as are consistent with the Act; and

WHEREAS, the Act at Florida. Statutes § 337.401(7)(b)2. authorizes local governments to adopt various types of regulations governing wireless facilities in the rights-of-way, including but not limited to "objective design standards" that may require wireless facilities to "meet reasonable location context, color, stealth, and concealment requirements," and "reasonable spacing and location requirements concerning the location of ground-mounted equipment"; (aesthetics, landscaping, land use based location priorities, structural design, and setbacks).

WHEREAS, the Act substantially preserves local government authority to regulate the installation of new utility poles in the public rights-of-way, providing at Florida Statutes § 337.401(7)(d)6. that, "Except as provided in subparagraphs 4 and 5, the installation of a utility pole in the public rights-of-way designed to support a small wireless facility shall be subject to authority rules or regulations governing the placement of utility poles in the public rights-of-way and shall be subject to the application review timeframes in this subsection"; and

WHEREAS, the Act at Florida Statutes § 337.401(7)(b)5. does not apply to wireless facilities on rights-of- way under the jurisdiction and control of the Florida Department of Transportation; and

WHEREAS, the Act at Florida Statutes § 337.401(7)(k) does not authorize wireless facilities on rights-of- way in historic areas designated by the state or local government, and "does not limit a local government's authority to enforce historic preservation zoning regulations consistent with the preservation of local zoning authority under 47 U.S.C. § 332(c)(7), the requirement for facility modifications under 47 U.S.C. § 1455(a), or the National Historic Preservation Act of 1966, as amended, and the regulations adopted to implement such laws"; and

WHEREAS, the Act authorizes a municipality to adopt by ordinance reasonable and nondiscriminatory provisions for insurance coverage, indemnification, performance bonds, security funds, force majeure, abandonment, authority liability, or authority warranties; and

WHEREAS, the Florida Supreme Court held unanimously in *City of Hollywood v. Mulligan,* 934 So. 2d 1238, 1243 (Fla. 2006), that Article VIII, section 2(b) of the Florida Constitution and the Home Rule Powers Act, Florida Statutes § 166.021(3)(c), grant municipalities "broad authority to enact ordinances under its municipal home rule powers" and that "[u]nder its broad home rule powers, a municipality may legislate concurrently with the Legislature on any subject which has not been expressly preempted to the State"; and

WHEREAS, the Florida Supreme Court recognized on June 22, 2017, in *D 'Agastino v. City of Miami* (No. SC16-645), that "a finding of express preemption-that the Legislature has specifically expressed its intent to preempt a subject through an explicit statement-is a very high threshold to meet" and that "implied preemption involving a municipality's home rule powers may be disfavored"; and

WHEREAS, the *D 'Agastino* Court held that one "must be careful and mindful in attempting to impute intent to the Legislature to preclude a local elected governing body from exercising its home rule powers," with Justice Pariente correctly explaining that "implied preemption should be construed narrowly to comport with the Home Rule Powers Act and the Florida Constitution"; and

WHEREAS, the Federal Telecommunications Act, 47 U.S.C. § 332(c)(7)(A) preserves local zoning authority with respect to "decisions regarding the placement, construction, and modification of wireless service facilities"; and

WHEREAS, the City of Boynton Beach has a substantial and significant public interest in regulating the siting of communication towers, communication antennas, and wireless communication facilities to promote the public health, safety, aesthetics, and general welfare; and

WHEREAS, the City of Boynton Beach has a substantial and significant public interest in protecting residential areas and land uses from potential adverse impacts of communication towers, communication antennas, and wireless communication facilities; and

WHEREAS, such public interest extends to protecting, preserving and maintaining the health, safety and welfare of the users of the public rights-of-way, while also protecting, preserving and maintaining the aesthetic character of areas where such rights- of-way exist; and

WHEREAS, the City of Boynton Beach desires to avoid potential damage to adjacent properties from tower or wireless communication facility failure through engineering and careful siting; and

WHEREAS, the City finds that this Ordinance will advance the public health, safety, and welfare, and help to preserve the unique and extraordinary aesthetic qualities of the City, all within the bounds of the Act and other state and federal laws governing communications facilities.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA as follows:

SECTION 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

SECTION 2. Amendment of City Code. Part II, "Code of Ordinances", Chapter 25.1, "Communications Rights-of-Way", of the City of Boynton Beach Code of Ordinances be, and the same are hereby amended as provided in Exhibit "A", which is attached to this Ordinance, and hereby incorporated by reference (words that are stricken out are deletions; words that are underlined are additions).[1]

SECTION 3. Codification and Reservation of Rights. This Ordinance shall be incorporated into the Boynton Beach City Code. Any section, paragraph number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance and the City Code may be freely made. Adoption and codification of this ordinance does not waive the city's right to contest or otherwise challenge the constitutionality validity, enforceability, and effectiveness of the Act or any part thereof and the city hereby reserves the right to contest and otherwise challenge the Act.

[1] Revisions made for second reading of ordinance.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 5. Conflicts. In the event of a conflict or conflicts between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as allowable under the law.

SECTION 6. Effective date. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Boynton Beach, Florida, and shall apply to all existing and future applications for permits.

FIRST READING this ____ day of _____, 2018.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Christina L. Romelus	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

PART II. CODE OF ORDINANCES CHAPTER 25.1 - COMMUNICATIONS RIGHTS-OF-WAY

Sec. 25.1-1 Title.

This Chapter shall be known and may be cited as the City of Boynton Beach Communications Facilities in Public Rights-of Way Ordinance.

Sec. 25.1-2. Intent and Purpose; Applicability to State-controlled Rights-of-Way.

(1) Intent and purpose. It is the intent of the city to promote the public health, safety and general welfare by: (a) providing for the placement or maintenance of communications facilities in the public rights-of-way within the city; (b) adopting and administering reasonable rules and regulations not inconsistent with state and federal law, including Florida Statutes § 337.401 as ~~it may be~~ amended by the Advanced Wireless Deployment Act, the city's home-rule authority, and in accordance with the provisions of the Federal Telecommunications Act of 1996 and other federal and state law; (c) establishing reasonable rules and regulations necessary to manage the placement or maintenance of communications facilities in the public rights-of-way by all communications services providers; (d) protecting the city's unique and extraordinary aesthetic qualities; and (e) minimizing disruption to the public rights-of-way. In regulating its public rights-of-way, the city shall be governed by and shall comply with all applicable federal and state laws.

(2) State-controlled rights-of-way. This chapter shall apply to wireless and communications facilities in public rights-of-way under the control and jurisdiction of the city. This article shall also apply to wireless and communications facilities in public rights-of-way under the control and jurisdiction of the Florida Department of Transportation, provided that the City is authorized to apply this article under a permit-delegation agreement between the city and Department in accordance with F.S. § 337.401(1)(a), or as otherwise provided by law.

Sec. 25.1-3. Definitions.

(1) Generally. For purposes of this chapter, the following terms, phrases, words and their abbreviations and derivations shall have the meaning given herein, unless otherwise expressly stated. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; and words in the singular number include the plural number; and the masculine gender includes the feminine gender. “And” and “or” may be read conjunctively or disjunctively. The words "shall" and "will" are mandatory, and "may" is permissive. Unless otherwise expressly stated, words not defined in this chapter shall be given the meaning set forth in Title 47 of the United States Code, and, if not defined therein, their common and ordinary meaning. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision. References to laws, ordinances or regulations shall be interpreted broadly to cover government actions, however nominated, and include laws, ordinances and regulations now in force or hereinafter enacted or amended.

(2) Definitions:

Abandonment shall mean the permanent cessation of all uses of a communications facility; provided that this term shall not include cessation of all use of a facility within a physical structure where the physical structure continues to be used. For example, cessation of all use of a cable

within a conduit, where the conduit continues to be used, shall not be *Abandonment* of a facility in public rights-of-way.

Antenna means any transmitting or receiving device mounted on, within, or incorporated into a or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), light, wireless telecommunications signals or other communication signals. For the purposes of this , the term "antenna" does not include any device designed for over-the-air reception of radio or television broadcast signals, or multi-channel multi-point distribution service.

Applicable codes means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization and the Florida Building Code and the Florida Fire Prevention Code and or local amendments to those codes enacted to address building, accessibility and fire code standards and threats of destruction of property or injury to persons, or local codes or ordinances adopted to implement this subsection. The term includes objective design standards adopted by ordinance that may require a small wireless facility to meet reasonable location context, color, stealth, and concealment requirements. The term also includes objective design standards adopted by ordinance that may require a new utility pole that replaces an existing utility pole to be of substantially similar design, material, and color or that may require reasonable spacing requirements concerning the location of ground-mounted equipment.

Applicant means the person registering and applying to locate wireless facilities in the right-of-way of the city and includes the applicant's successors-in-interest and anyone owning and maintaining the wireless facilities.

Application means a request submitted by an application to an authority for a permit to place or co-locate wireless facilities.

Authority means a county or municipality having jurisdiction and control of the public rights-of-way of any public road.

City shall mean the City of Boynton Beach, Florida. Where appropriate, the word "City" may refer to the City Commission or the relevant City officer or Board considering an application under this chapter.

City-owned real property means real property to which the city holds title, easement, or a leasehold interest, but does not include the public rights-of-way.

City-owned facility or *city-owned structure* means any facility, structure or infrastructure to which the city holds title, easement, or a leasehold interest, including, but not limited to, communications facilities, utility poles, towers, buildings, and communications infrastructure, regardless of whether located within or outside the public rights-of-way.

Cluttered shall mean placement in a confused, disordered, disorganized, or jumbled or crowded state, which can occur when too much is located in too small of an area given the reasonable location context.

Collocation means to install, mount, maintain modify, operate, or replace one or more wireless facilities on, under, within, or adjacent to a wireless support structure or utility pole. The term does

not include the installation of a new utility pole or wireless support structure in the public rights-of-way.

Communications Services shall mean the transmission, conveyance or routing of voice, data, audio, video, or any other information or signals to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance.

Communications Services Provider shall mean any person, including a municipality or county, providing communications services through the placement or maintenance of a communications facility in public rights-of-way. *Communications Services Provider* shall also include any person, including a municipality or county, that places or maintains a communications facility in public rights-of-way but does not provide communications services.

Communications Facility(ies) or Facility or S*ystem(s)* shall mean any permanent or temporary physical plant, equipment and property, including, but not limited to, cables, wires, conduits, ducts, fiber optics, poles, antennae, converters, splice boxes, cabinets, hand holes, manholes, vaults, drains, surface location markers, appurtenances, and other equipment or pathway placed or maintained or to be placed or maintained in the public rights-of-way of the city and used or capable of being used to transmit, convey, route, receive, distribute, provide or offer communications services. The term includes wireless facilities.

Concealed means an ancillary structure, equipment compound, or communications facility or area (collectively "physical improvements") that is not readily identifiable as such, and is designed to be aesthetically compatible with existing and proposed building(s) and uses on and adjacent to the proposed location of such physical improvements.

FCC shall mean the Federal Communications Commission.

In Public Rights-of-Way or *in the Public Rights-of-Way* shall mean in, on, over, under or across the public rights-of-way.

Maintain shall mean to exercise physical control over a wireless facility in the public rights-of-way, including ownership or the right to maintain and repair. A person providing service only through resale or only through use of a third party's unbundled network elements is not "maintaining" the wireless facilities through which such service is provided. The transmission and receipt of radio frequency signals through the airspace of the public rights-of-way does not constitute "maintaining" facilities in the public rights-of-way.

Micro wireless facility means a small wireless facility having dimensions no larger than 24 inches in length, 15 inches in width, and 12 inches in height and an exterior antenna, if any, no longer than 11 inches.

Ordinance shall mean this Ordinance.

Pass-through provider means any person who, upon registering with the city, places or maintains a communications facility in the city's rights-of-way and that does not remit communications service taxes as imposed by the city pursuant to Florida Statutes Ch. 202.

Permit means the public rights-of-way permit that must be obtained before a person may construct in the public rights-of-way and shall include, but not be limited to, the City's public rights-of-way engineering and construction permits issued by the City Engineer or his or her designee.

Person shall include any individual, child, firm, association, joint venture, partnership, estate, trust, business trust, syndicate, fiduciary, corporation, organization or legal entity of any kind, successor, assignee, transferee, personal representative, all other groups or combinations, and shall include the city to the extent the city acts as a communications services provider.

Place or maintain or *placement or maintenance* or *placing or maintaining* shall mean to erect, construct, install, maintain, grade, excavate, place, repair, extend, replace, expand, remove, occupy, locate or relocate. A communications services provider that owns or exercises physical control over communications facilities in public rights-of-way, such as the physical control to maintain and repair, is *placing or maintaining* the facilities. A party providing service only through resale or only through use of a third party's unbundled network elements is not *placing or maintaining* the communications facilities through which such service is provided. The transmission and receipt of radio frequency signals through the airspace of the public rights-of-way does not constitute *placing or maintaining* facilities in the public rights-of-way.

Pole Attachment means any attachment of a wireless facility by a wireless provider to an existing utility pole or structure utilized for electric, telephone, cable television, street lights, or other lighting, and other utilities.

Public Rights-of-Way shall mean a public right-of-way, public utility easement, public highway, street, lane, bridge, sidewalk, road, waterway, tunnel, alley, or similar property regardless of which governmental entity has jurisdiction and control over such for which the city is the authority that has jurisdiction and control and may lawfully grant access to such property pursuant to applicable law, and includes the surface, the air space over the surface and the area below the surface to the extent the city holds a property interest therein. *Public Rights-of-Way* shall not include private property. *Public Rights-of-Way* shall not include any real or personal city property except as described above and shall not include city buildings, fixtures, poles, conduits, facilities or other structures or improvements, regardless of whether they are situated in the public rights-of-way. No reference herein, or in any permit, to public rights-of-way shall be deemed to be a representation or guarantee by the city that its interest o9r other right to control the use of such property is sufficient to permit its use for such purposes, and a registrant shall be deemed to gain only those rights to use as are properly in the city and as the city may have the undisputed right and power to give.

Registrant shall mean a communications services provider or other person that has registered with the city in accordance with the provisions of this chapter.

Registration or R*egister* shall mean the process described in this chapter whereby a communications services provider provides certain information to the city.

Small wireless facility or *small wireless facilities* means a wireless facility that meets the following qualifications:

(a) Each antenna associated with the facility is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of antennas that have exposed elements, each antenna and all of its exposed elements could fit within an enclosure of no more than 6 cubic feet in volume; and

(b) All other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cutoff switches, vertical cable runs for the connection of power and other services, and utility poles or other support structures.

Stealth design means a method of camouflaging any antenna, wireless facilities, or other ancillary supporting communications facility, including, but not limited to, supporting electrical, optical, or mechanical, or other equipment, which enhances compatibility with adjacent land uses and which is visually and aurally unobtrusive. Stealth design may include a repurposed structure.

Utility pole means a pole or similar structure that is used in whole or in part to provide communications services or for electric distribution, street lights or other lighting, cable television, traffic control, signage, or a similar function. The term includes the vertical support structure for traffic lights but does not include a horizontal structure to which signal lights or other traffic control devices are attached and does not include a pole or similar structure 15 feet in height or less unless an authority grants a waiver for such.

Wireless facility or *wireless facilities* means equipment at a fixed location which enables wireless communications between user equipment and a communications network, including radio transceivers, antennas, distributed antenna systems ("DAS"), wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and equipment associated with wireless communications. The term includes small wireless facilities and micro wireless facilities. The term does not include:

(a) The structure or improvements on, under, within, or adjacent to the structure on which the equipment is collocated;

(b) Wireline backhaul facilities; or

(c) Coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

Wireless infrastructure provider means a person who has been certificated to provide telecommunications service in the state and who builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures but is not a wireless services provider.

Wireless provider means a wireless infrastructure provider or a wireless services provider.

Wireless services means any services provided using licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

Wireless services provider means a person who provides wireless services.

Wireless support structure means a freestanding structure, such as a monopole, a guyed or self-supporting tower, or another existing or proposed structure designed to support or capable of supporting wireless facilities. The term does not include a utility pole.

Sec. 25.1-4. Registration for Placing or Maintaining Communications Facilities in Public Rights-of-Way.

(1) A communications services provider that desires to place or maintain a communication facility in public rights-of-way in the city shall first register with the city in accordance with this chapter. Subject to the terms and conditions prescribed in this chapter, a registrant may place or maintain a communication facility in public rights-of-way. A communications services provider with an existing communications facility in the public rights-of-way of the city as of the effective date of this ordinance shall comply with this chapter's registration requirements within sixty (60) days from the effective date of this chapter, or be in violation thereof.

(2) A registration shall not convey any title, equitable or legal, to the registrant in the public rights-of-way. Registration under this chapter governs only the placement or maintenance of communications facilities in public rights-of-way. Other ordinances, codes or regulations may apply to the placement or maintenance in the public rights-of-way of facilities that are not communications facilities. Registration does not excuse a communications services provider from obtaining appropriate access or pole attachment agreements before locating its facilities on the city's or another person's facilities. Registration does not excuse a communications services provider from complying with all applicable city ordinances, codes or regulations, or submitting right-of-way permit applications, including this chapter.

(3) Each communications services provider that desires to place or maintain a communication facility in public rights-of-way in the city shall file a single registration with the city which shall include the following information:

(a) Name of the applicant;

(b) Name, address, email address, and telephone number of the applicant's primary contact person in connection with the registration, and the person to contact in case of an emergency;

(c) Evidence of the insurance coverage required under this chapter and acknowledgement that registrant has received and reviewed a copy of this chapter, which acknowledgment shall not be deemed an agreement;

(d) A copy of the applicant's certificate of authorization or license to provide communications services issued by the Florida Public Service Commission, the Federal Communications Commission, or other federal or state authority, if any;

(e) For an applicant that does not provide a Florida Public Service Commission certificate of authorization number, if the applicant or registrant is a corporation or limited liability company, proof of authority to do business in the State of Florida, including the number of the certificate of incorporation;

(4) The Utilities and Engineering Departments shall review the information submitted by the applicant. If the applicant submits information in accordance with subsection (3) above, the registration shall be effective and the city shall notify the applicant of the effectiveness of registration in writing. If the city determines that the information has not been submitted in

accordance with subsection (3) above, the city shall notify the applicant of the non-effectiveness of registration, and reasons for the non-effectiveness, in writing. The city shall so reply to an applicant within thirty (30) days after receipt of registration information from the applicant. Non-effectiveness of registration shall not preclude an applicant from filing subsequent applications for registration under the provisions of this section.

(5) *Cancellation of Registration.* A registrant may cancel a registration upon written notice to the city stating that it will no longer place or maintain any communications facilities in public rights-of- way within the city and will no longer need to obtain permits to perform work in public rights-of- way. A registrant cannot cancel a registration if the registrant continues to place or maintain any communications facilities in public rights-of-way.

(6) *Limited Rights conferred by Registration.* Registration shall not in itself establish any right to place or maintain or priority for the placement or maintenance of a communication facility in public rights-of-way within the city, but shall establish for the registrant a right to apply for a permit, if permitting is required by the city. Registrations are expressly subject to any future amendment to or replacement of this chapter and further subject to any additional city's ordinances, as well as any state or federal laws that may be enacted.

(7) A registrant shall renew its registration with the city by April 1 of even numbered years in accordance with the registration requirements in this chapter, ~~except that a registrant that initially registers during the even numbered year when renewal would be due or the odd numbered year immediately preceding such even numbered year shall not be required to renew until the next even numbered year.~~ Within thirty (30) days of any change in the information required to be submitted pursuant to subsection (3), except, as of October 1, 2001, subsection (3)(c), a registrant shall provide updated information to the city. If no information in the then- existing registration has changed, the renewal may state that no information has changed. Failure to renew a registration may result in the city restricting the issuance of additional permits until the communications services provider has complied with the registration requirements of this chapter.

(8) In accordance with applicable city ordinances, codes or regulations and this chapter, a right-of-way utilization permit and a building permit shall be required of a communications services provider that desires to place or maintain a communication facility in public rights-of-way. An effective registration shall be a condition precedent to obtaining a permit. Notwithstanding an effective registration, permitting requirements shall continue to apply. A permit may be obtained by or on behalf of a registrant having an effective registration if all permitting requirements are met. Individual rights-of-way permits shall be obtained from the Department of Engineering on appropriate form currently in use.

~~(9) A registrant that places or maintains communications facilities in the public rights-of-way shall be required to pay compensation to the city as required by applicable law and ordinances of the city.~~

(9) City-owned Structures, Facilities, and Real Property. The city may construct or designate existing city-owned structures, facilities, and real property, within the public rights-of-way, including any accompanying equipment or communications facilities necessary to provide communications services via such structures, facilities, or real property, for the purpose of housing privately or publicly owned antennas and other communications facilities, or to provide communications services to, or support the provision of communications services by, providers of communications services within the city. The city may also allow the placement of an antenna or other communications facility upon a city owned structure or real property, or otherwise allow

the use of city-owned facilities outside of the rights-of-way, upon such terms as the city may deem acceptable, in writing, and subject to such rental, use, utility, license, or other fees as may be consistent with the law and established by the city commission via resolution.

(a) In the interests of facilitating the safe, efficient, and aesthetically desirable use of the public rights-of-way, and to otherwise avoid the negative effects upon the public welfare of, and address safety concerns relating to, proliferation of structures within the rights-of-way, the city may, in a competitively neutral and nondiscriminatory manner, offer to an applicant who wishes to install, construct, place, or maintain an antenna or other communications facility in the public rights-of-way, to place or co-locate such antenna or communications facility upon or within a city-owned structure outside of the rights-of-way where feasible. Such antenna or communications facility shall meet the requirements of this chapter.

(b) The city reserves and does not waive any right that the city may have in its capacity as a property owner or utility provider with respect to city-owned structures, facilities, and real property, and may exercise control over such to the extent not prohibited by law. When the city allows the placement of communications facilities upon, or the use of, city-owned structures, facilities, and real property, the city shall be deemed to be acting within its proprietary capacity or capacity as a utility provider, as appropriate and otherwise consistent with the law. The provisions of this article shall not limit the city's discretion with respect to the use, installation, construction, placement, or maintenance of city-owned structures, facilities, and real property, subject to 337.401(7)(f), Florida Statutes

Sec. 25.1-5. Transfer, Sale or Assignment of Assets in Public Rights-of-Way.

(1) If a registrant transfers, sells or assigns its assets, located in public rights-of-way incident to a transfer, sale or assignment of the registrant's assets, the transferee, buyer or assignee shall be obligated to comply with the terms of this chapter. Written notice of any such transfer, sale or assignment shall be provided by such registrant to the city within twenty (20) days after the effective closing date of the transfer, sale or assignment. If the transferee, buyer or assignee is a current registrant, then the transferee, buyer or assignee is not required to re-register. If the transferee, buyer or assignee is not a current registrant, then the transferee, buyer or assignee shall register as provided in Section 25.1-~~2~~ 4 within sixty (60) days of the transfer, sale, or assignment.

(2) If permit applications are pending in the registrant's name, the transferee, buyer or assignee shall notify the Engineering and Utilities Departments that the transferee, buyer or assignee is the new applicant.

(3) Any encumbrance on the communications facilities of the registrant in the public rights-of-way shall be subject and subordinate to the rights of the city under this chapter and applicable law.

Sec. 25.1-6. Placement or Maintenance of a Communication Facility in Public Rights-of-Way.

(1). *Prohibitions.*

(a) No communications services facilities or other communications facilities shall be installed in the City's rights-of-way without a right-of-way utilization permit.

(b) Wireless facilities, other than small wireless facilities and micro wireless facilities, are prohibited within the public rights-of-way.

(c) To comply with clear zone requirements and the safe operation of traffic control, no wireless facilities or other communications facilities shall be closer than 8 feet from the street curb or edge of pavement if no curb is present.

(d) Wireless facilities are prohibited within the public rights-of-way of roadways and railways under the jurisdiction and control of the Florida Department of Transportation unless approved by the City, as provided in any agreement between the City and the Florida Department of Transportation.

(e) Wireless facilities are prohibited on arms used to support or mount traffic control signals and warning signals and on arms attached to utility poles.

(f) Wireless facilities are prohibited in the rights-of-way of any geographic area approved as an historic district either by the city, the State of Florida, or listed on the National Register of Historic Places that were adopted by Ordinance on or before April 1, 2017 unless:

1. The city's Historic Preservation Board recommends approval of the method to deploy the wireless facilities in stealth so as not to detract from contributing historic structures and the ambiance of the district; and

2. The City accepts the recommendation and approves of the application.

(g) Wireless facilities are prohibited on utility poles or similar structures 15 feet or less in height unless incorporated into and hidden in the pole under a top mounted street light.

(h) Wireless facilities may not block or interfere with the view of signs of commercial businesses or street signs.

(i) Wireless facilities, excluding micro wireless facilities, shall not be suspended on cables strung between existing utility poles in the City.

(2) The applicant or applicant's successor must agree to remove the wireless facilities at any time if warranted by public health or safety as determined by the City.

(3) *Grounds for denial.* The City may deny a proposed collocation of a small wireless facility in the public rights-of-way if the applicant fails to comply with any provision of this chapter or if the proposed collocation:

(a) Materially interferes with the safe operation of traffic control equipment;

(b) Materially interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes:

(c) Materially interferes with compliance with the Americans with Disabilities Act, or similar federal or state standards and regulations regarding pedestrian access or movement:

(d) Materially fails to comply with the most current edition of the Florida Department of Transportation Utility Accommodation Manual; or

(e) Fails to comply with applicable codes.

~~(1)~~(4) A registrant or applicant shall at all times comply with and abide by all applicable provisions of the state, federal and local law and city ordinances, codes and regulations in placing or maintaining a communication facility in public rights-of-way. The burden of proof shall at all times be on an applicant to establish compliance with requirements under this chapter and state and federal law.

~~(2)~~ (5) A registrant shall not place, commence to place or maintain a communication facility in public rights-of-way until all applicable permits, if any, have been issued by the city or other appropriate authority, except in the case of an emergency. No wireless facility shall operate unless the City has conducted a final inspection and issued a Certificate of Completion pursuant to the Florida Building Code as adopted and amended.

(a) The term "*emergency*" shall mean a condition that affects the public's health, safety or welfare, which includes an unplanned out-of-service condition of a pre-existing service.

(b) Registrant shall provide prompt notice to the city of the placement or maintenance of a communication facility in public rights-of-way in the event of an emergency, and shall be required to apply for an after-the-fact permit within 30 days if a permit would have originally been required to perform the work undertaken in public rights-of-way in connection with the emergency.

(c) Registrant acknowledges that as a condition of granting such permits, the city may impose reasonable rules or regulations governing the placement or maintenance of a communication facility in public rights-of-way. Permits shall apply only to the areas of public rights-of-way specifically identified in the permit. ~~The city may issue a blanket permit to cover certain activities, such as routine maintenance and repair activities that may otherwise require individual permits.~~

(d) Further, once the emergency is abated, the communications facility placed in the public right-of-way during the emergency shall be removed unless permitted without the emergency as a basis.

(6) *Application Review; Decisions; Time-frames; Permit Duration*

(a) *Notification of Completeness.* Within 14 days after receiving an application, the city shall determine and notify the applicant by electronic mail to the email address provided in the application as to whether the application is complete. If an application is deemed incomplete, the city shall specifically identify the missing information. An application is deemed complete if the city does not provide notification to the applicant within 14 days.

(b) *Application Review Period.* The city shall approve or deny an application within 60 days after receipt of the complete application, or it is deemed approved in accordance with F.S. § 337.401. If the city does not use the 30-day negotiation period provided in Sub-Section (7), “Alternative Collocations”, the parties may mutually agree to extend the 60-day application review period. The city shall grant or deny the application at the end of the extended period.

(c) *Permit Duration.* A right-of-way utilization permit issued pursuant to an approved application shall remain in effect for one (1) year unless extended by the city.

(d) *Notification Procedure.*

(1) The city shall notify the applicant of approval or denial by electronic mail. The city shall approve a complete application unless it does not meet the applicable codes.

(2) If the application is denied, the city will specify in writing the basis for denial, including the specific code provisions on which the denial was based, and send the documentation to the applicant by electronic mail on the day the city denies the application.

(e) *Opportunity to Cure Deficiencies*. The applicant may cure the deficiencies identified by the city and resubmit the application within 30 days after notice of the denial is sent to the applicant. If the curative information is not provided within such time frame, the application will be considered withdrawn or closed. The city shall approve or deny the revised application within 30 days after receipt or the application is deemed approved. Any subsequent review shall be limited to the deficiencies cited in the denial.

(f) *Consolidated Applications*. An applicant may file a consolidated application and receive a single permit for the collocation of up to 30 small wireless facilities. If the application includes multiple small wireless facilities, the city may separately address small wireless facility collocations for which incomplete information has been received or which are denied.

(7) *Alternative Collocations.*

(a) If an applicant seeks to place a wireless facility upon a city utility pole or seeks to install a new utility pole, the city may, within 14 days after the date that a wireless facility application is filed, request that the proposed location of the wireless facility be moved to another location in the right-of-way and placed on an alternative utility pole or support structure or may place a new utility pole, including for aesthetic or public safety reasons, or a location outside the right-of-way on city-owned structures or property in accordance with Section 25.1-4 . The City may offer an alternative location in the right-of-way for a wireless facility for health, safety, general welfare, or aesthetic reasons.

(b) The city and the applicant may negotiate the alternative location, including any objective design standards and reasonable spacing requirements for ground-based equipment, for 30 days after the date of the request. At the conclusion of the negotiation period, if the alternative location is accepted by the applicant, the applicant must notify the city of such acceptance and the application shall be deemed granted for any new location for which there is agreement and all other locations in the application. If an agreement is not reached, the applicant must notify the city of such non-agreement and the city shall grant or deny the original application within 90 days after the date the application was filed.

(c). A request for an alternative location, an acceptance of an alternative location, or a rejection of an alternative location shall be in writing and provided by electronic mail.

(8) *Application requirements.*

(a) Except as otherwise provided herein, a permit to construct or install wireless facilities or other communications facilities in the public rights-of-way shall not be granted except upon administrative review and approval pursuant to the requirements of this Chapter.

~~(3)~~ (b) As part of any permit application to place a new or replace an existing communications facility in public rights-of-way, the registrant shall provide the following:

~~(a) An engineering plan signed and sealed by a Florida Registered Professional Engineer, or prepared by a person who is exempt from such registration requirements as provided in Florida Statutes § 471.003, identifying the location of the proposed facility, including a description of the facilities to be installed, where it is to be located, and the approximate size of facilities and equipment that will be located in public rights-of-way;~~

~~(17)~~(1) ~~A permit application to place a new or replace an existing communications facility in public rights-of-way shall include plans showing the location of the proposed installation of facilities in the public rights-of-way.~~ Plans submittal. For each proposed wireless facility location, submit plans signed and sealed by a Florida Registered Professional Engineer, or prepared by a person who is exempt from such registration requirements as provided in Florida Statutes § 471.003 showing:

a. The location of each proposed communications facility;

b. True-to-scale site plan depicting all physical improvements including property lines within a 40 foot radius;

c. A graphical depiction of each proposed communications facility to be installed;

d. The size of each proposed communications facility;

e. The specifications for each communications facility; and

f. Existing utilities in the immediate vicinity.

~~(17)~~ (2) The plans shall be in a hard copy format or an electronic format specified by the city, provided such electronic format is maintained by the registrant. Such plans in a format maintained by the registrant shall be provided at no cost to the city. The plans shall be in a digitized format showing the two-dimensional location of the facilities based on the city's geographical database, or other format acceptable to the city. The city shall maintain the confidentiality of such plans and any other information provided in accordance with Florida Statutes § 202.195, as it may be amended.

~~(17)~~(3) If the actual installation deviates or will deviate from the submitted plans due to unforeseen conditions or any other reason, the registrant shall promptly provide revised plans.

~~(b)~~(4) A description of the manner in which the communications facility will be installed (i.e. anticipated construction methods or techniques);

(5) A description of the stealth design techniques proposed to minimize the visual impact of the wireless communications facility;

~~(c)~~(6) A ~~maintenance of~~ traffic plan for ~~any~~ maintenance of any disruption of the public rights-of-way;

~~(d)~~(7) Information on the ability of the public rights-of-way to accommodate the proposed facility, if available (such information shall be provided without certification as to correctness, to the extent obtained from other persons);

~~(e)~~(8) If appropriate given the facility proposed, an estimate of the cost of restoration to the public rights-of-way;

~~(f)~~(9) The timetable for construction of the project or each phase thereof, and the areas of the city which will be affected;

(10) A $150.00 collocation fee per wireless facility per year for attachments to an authority pole; and

~~(g)~~(11) Such additional information ~~requested by the city~~ that the city finds reasonably necessary with respect to the placement or maintenance of the communications facility that is the subject of the permit application to review such permit application.

(9) *Factors considered in granting permit.* In addition to any applicable requirements or standards imposed by this code of ordinances, the following factors shall be considered in determining whether to issue a permit to a registrant to place or maintain a communications facility within the public rights-of-way, consistent with the requirements of Section 337.401(7), Fla.Stat.:

(a) Height and dimensions of the proposed communications facility;

(b) Proximity of the communications facility to residential structures and residential district boundaries, and the uses on those properties;

(c) Surrounding topography, tree coverage and foliage;

(d) Compliance with the objective design standards set forth herein with particular reference to design characteristics that have the effect of concealing, reducing, or eliminating visual obtrusiveness;

(g) Proposed ingress and egress (where applicable);

(h) The location context must be reasonable. Proximity to other structures within the rights-of-way cannot create a hazardous or safety condition;

(j) Proximity to and/or interference with other private or public uses within or outside the rights-of-way, including, but not limited to, utilities, easements, traffic control devices, and other uses; and

(k) Suitability of the right-of-way or the proposed section of the right-of-way for the proposed communications facility with reference to safety, engineering, and/or aesthetic concerns.

(l) Any other requirements set forth in this chapter.

Based upon a review of these factors, the City may still utilize the alternative collocation process as provided in Sub-Section (7), herein.

(10) *Non-interference; Encouraged Technology; Additional Regulations.*

~~(5)~~(a) All communications facilities shall be placed or maintained so as not to unreasonably interfere with the use of the public rights-of-way by the public and with the rights of property owners who adjoin any of the public rights-of-way.

~~(5)~~(b) All facilities shall be placed underground to the extent that similarly situated utilities (electric, communications, etc.) are so required. ~~The city may require the use of trenchless technology (i.e., directional bore method) for the installation of facilities in the public rights-of-way as well as joint trenching or the co-location of facilities in the existing conduit.~~ The registrant shall be liable for the displacement, damage or destruction of any property, irrigation system or landscaping as a result of the placement or maintenance of its facility within the public rights-of-way. ~~The city may promulgate reasonable rules and regulations concerning the placement or maintenance of a communications facility in public rights-of-way consistent with this chapter and other applicable law.~~ All facilities shall be placed underground to the extent not inconsistent with the rules of the Public Service Commission. The use of trenchless technology (i.e., directional bore method) for the installation of facilities in the public rights-of-way as well as joint trenching or the co-location of facilities in existing conduit is strongly encouraged, and shall be employed wherever feasible. Notwithstanding the foregoing, small wireless facilities and micro wireless facilities and their associated support structures are exempt from this undergrounding requirement.

(c) The city may promulgate additional reasonable rules and regulations concerning the placement or maintenance of a communication facility in public rights-of-way consistent with this chapter and other applicable law.

(11) *Requirements for Wireless and communications facilities.*

Wireless and communications facilities shall be placed in the public rights-of-way pursuant to the following requirements:

(a) Any aesthetic requirements and provisions of this chapter governing antennas shall apply to wireless and communications facilities located within the right-of-way.

(b) It is strongly encouraged that wireless and communications facilities be concealed and utilize stealth design, as defined by Chapter. Such stealth design and concealment shall eliminate the need to locate any ground or elevated equipment

on the exterior of a pole, or other structure in order to preserve and promote the unique aesthetic character of the city.

(c) In order to avoid the clustering of multiple items of approved ground equipment or elevated equipment in a single area, only one equipment box may be located in any single wireless and communication facility location. Where an applicant demonstrates that undergrounding and stealth design and concealment goals cannot be employed under this subsection and the city agrees with such demonstration, the individual approved exterior equipment boxes or containment devices shall not exceed 28 cubic feet in volume and the configuration and dimensions of such shall be the least visually obtrusive as possible. The use of foliage and vegetation or other concealment method around any approved equipment may be required by the city based on conditions of the specific area where the equipment is to be located.

(d) Insofar as wireless facilities are constructed underground, the wireless infrastructure provider shall become a member of, and maintain membership in Florida utility notification one call system. Wireless facilities shall have five-foot horizontal clearance from other underground utilities and their appurtenances unless applicant can demonstrate compliance with all Applicable Codes and non-interference with existing underground facilities.

(12) *Objective Design Standards.*

(a) Wireless facilities shall meet the following reasonable location, context, color, stealth, and concealment requirements. Design standards may be waived if the city determines that the design standards are not reasonably compatible for the particular location of a wireless facility or that the design standards impose excessive expense in relation to the aesthetic concerns of the City. The waiver shall be granted or denied within 45 days after the date of the request.

1. Any above-ground wireless facilities shall meet stealth design requirements.

2. Wireless facilities may increase the height of a metal street light pole only if the antenna is top-mounted and not wider than the pole, or if the antenna is hidden in a cylinder that appears like an original part of the pole. A cellular antenna shall not extend more than ten (10) feet above the utility pole or structure upon which the wireless facility is to be collocated.

3. A new utility pole that replaces an existing utility pole shall be of substantially similar design, material, and color as the existing utility pole unless the existing pole is made of wood, which is no longer permitted.

4. The antennas and related equipment shall be in a color that will provide the most camouflage as determined by the city. Ground based wireless facilities shall be painted forest green, unless determined otherwise by the city. When on a black pole, wireless facilities shall be painted black, unless determined otherwise by the city.

5. Wires serving the wireless facilities must be concealed within or flush mounted to the pole on which the facilities are collocated and insulated in accordance with applicable codes.

(b) Antennas placed upon structures within the rights-of-way must meet the following additional requirements if stealth design, concealment, and this chapter's requirements regarding such cannot be met:

1. Top mounted antennas and their enclosures must not extend more than one quarter of the diameter of the supporting structure, beyond edge of the supporting structure at the level of antenna attachment. Notwithstanding the foregoing, the City will permit the antenna and enclosure so long as it meets the volumetric requirements provided in State law; and

2. For public safety purposes, under no circumstances shall antennas be mounted less than 12 feet above ground level.

3. Provide Photographs and Graphic or Simulated Renderings, as follows:

a. Photographs clearly showing the nature and location of the site where each wireless or other communications facility is proposed to be located including photographs showing the location and the relationship of the communication facility to adjacent properties;

b. True-to-scale graphic depictions or simulated renderings accurately representing the visual impact of the wireless communications facilities when viewed from the street and from adjacent properties.

(c) Street light fixtures with stealth wireless facilities are encouraged to meet the following standards:.

(1) On street lights, luminaires and bases should be roughly equal in size and volume for a balanced appearance.

(2) The decorative base of a street light should be between 10-25% of the pole height.

(3) The length of arms extending from the base should be between 20-25% of pole height;

(4) Arms should extend from the pole at a location within 20% of pole height from the top of the pole.

(5) Street light fixtures must meet AASHTO structural guidelines for roadway application and ANSI requirements for vibrations.

(6) New or replacement poles that support wireless or communications facilities shall match the style, design, and color of the utility poles in the surrounding area.

(d) *Size and Height Requirements.* Pole height shall be measured from the ground to the top of the utility pole, which measurement shall include any antennas built into or appended to the utility pole. The size and height of new wireless or communications facilities in the rights-of-way shall be no greater than the maximum size and height of any other utility or light poles located in the same portion of the right-of-way within the city other than a utility pole for which a waiver has previously been granted, measured from grade in place within 500 feet of the proposed location of the small wireless facility. If there is no utility pole within 500 feet, the height of the utility pole shall be limited to 50 feet; provided, however, that applicants proposing wireless or communications facilities with antennas to be located on existing poles or other structures may increase the height of the existing pole or other structure up to 10 feet, if necessary, to avoid adversely affecting existing pole attachments. Additionally, the overall height, above ground, of any wireless or communications facility shall not exceed 40 feet, or the existing height of other utility or light poles located in the same portion of the right-of-way, whichever height is less.

(e) *Setback Requirements.*

(1) Wireless and communications facilities shall be located at least ten feet from a driveway, at least ten feet from the edge of existing trees 12 inches or greater in diameter, at least 25 feet from a traffic signal pole unless mounted upon such traffic signal pole, and at least 15 feet from any pedestrian ramp and 8 feet from the street curb. The city may require greater setbacks from these and other fixtures in the right-of-way to ensure proper sight lines for public safety purposes and in other cases as deemed necessary to advance the purposes of this article.

(2) If the right-of-way is within or abuts a residential zoning district, wireless communication facilities must be located where the shared property line between two residential parcels intersects the right-of-way, whenever possible unless an unsafe condition, cluttered appearance, or other violation of this article would result.

(3) If the right-of-way is within or abuts a nonresidential district, wireless facilities must be located between tenant spaces or adjoining properties where their shared property lines intersect the right-of-way, whenever possible, unless an unsafe condition, cluttered appearance, or other violation of this article would result.

(f) *Waiver.* The city engineer may waive any requirement under this section if the city determines that such requirement is not reasonably compatible for the particular location of a small wireless facility or that such requirement imposes an excessive expense, or where the waiver serves the intent or purposes of this chapter. The waiver shall be granted or denied within 45 days after the date of the request.

(13) *New Structures; Availability of Alternatives.* For the placement of any new utility poles, pole type structures, or other freestanding structure associated with any communications facility, the City shall have the right to utilize the alternative collocation process as provided in Sub-Section (7) of this Section, and as provided in Section 337.401(7), Fla.Stat.

~~(9)~~(14) *Limitations; No Property Right.* A permit from the city constitutes authorization to undertake only certain activities in public rights-of-way in accordance with this chapter, and does not create a property right or grant authority to impinge upon the rights of others who may have an interest in the public rights-of-way.

(15) *Construction; Maintenance; Safety; Restoration and Inspection.*

~~(10)~~ (a) A registrant shall maintain its communication facility in public rights-of-way in a manner consistent with accepted industry practice and applicable law.

~~(6)~~ (b) All safety practices required by applicable law or accepted industry practices and standards shall be used during the construction, installation, placement or maintenance of communications facilities.

~~(7)~~ (c) After the completion of any placement or maintenance of a communication facility in public rights-of-way or each phase thereof, ~~A~~ a registrant shall, at its own expense, restore the public rights-of-way to at least its original condition before such work. ~~after the completion of any placement or maintenance of a communication facility in public rights-of-way or each phase thereof,~~ If the registrant fails to make such restoration within thirty (30) days, or such longer period of time as may be reasonably required under the circumstances, following the completion of such placement or maintenance, the city may perform such restoration as it deems necessary and charge all costs of the restoration against the registrant in accordance with Florida Statutes § 337.402, as it may be amended. For 12 months following the original completion of the work, the registrant shall guarantee its restoration work and shall correct any improper restoration work at its own expense that does not satisfy the requirements of this chapter. ~~for twelve (12) months following the original completion of the work,.~~

~~(11)~~ (d) In connection with excavation in the public rights-of-way, a registrant shall, where applicable, comply with the Underground Facility Damage Prevention and Safety Act set forth in Florida Statutes Ch. 556, as it may be amended.

~~(12)~~ (e) A registrant shall use and exercise due caution, care and skill in performing work in the public rights-of-way and shall take all reasonable steps to safeguard work site areas. The person constructing, installing, and maintaining wireless facilities must be a licensed electrician, certified to work as a lineworker, or successfully complete an accredited lineworker apprenticeship program.

~~(14)~~ (f) A registrant shall not place or maintain its communications facilities so as to interfere with, displace, damage or destroy any utilities, including but not limited to, sewers, gas or water mains, storm drains, pipes, cables or conduits of the city or any other person's facilities lawfully occupying the public rights-of-way of the city.

~~(16)~~ (g) The city shall have the right to make such visual inspections of communications facilities placed or maintained in public rights-of-way as it finds necessary to ensure compliance with this chapter. In the event the city determines that a violation exists with respect to registrant's placement or maintenance of facilities in the public rights-of-way that is not considered to be an emergency or danger to the public health, safety or welfare, the city will provide registrant at least three (3) days written notice setting forth the violation and requesting correction.

(16) *Modifications; Removal and Relocation; Antenna Co-locations.*

(a) The grant of a permit under this chapter shall not limit the authority and discretion of the city to regulate and control the public rights-of-way, and the city may at any time require the removal or relocation of a communications facility within the rights-of-way in the interests of the public welfare, health, or safety, or as otherwise authorized by law. The wireless facilities provider must remove its wireless facilities within 30 days of notice that the City will remove a utility pole.

~~(8)~~ (b) Removal or relocation at the direction of the city of a registrant's communications facility in public rights-of-way shall be governed by applicable requirements of Florida Statutes §§ 337.403 and 337.404, as they may be amended, in addition to any other applicable city regulations or provisions of law. Unless otherwise provided by law, this City Code, or agreement, a registrant shall bear all costs of any removal or relocation of its facilities.

~~(13)~~ (c) *Coordination of work; work schedule.* In the interest of the public's health, safety and welfare, upon request of the city, and as notified by the city of the other work, construction, installation or repairs referenced below, a registrant shall coordinate placement or maintenance activities under a permit with any other work, construction, installation or repairs that may be occurring or scheduled to occur within a reasonable time frame in the subject public rights-of-way. The city may require registrant to alter its placement or maintenance schedule as the city determines to be reasonably necessary so as to minimize disruptions and disturbance in the public rights-of-way. The city may provide a more definite time frame based on individual city construction or maintenance schedules.

~~*(15)*~~(e) *No warranties; vacation of rights-of-way.* The city makes no warranties or representations regarding the fitness, suitability, or availability of the city's public rights-of-way, city-owned structures, and city-owned real property for the registrant's communications facilities and any performance of work, ~~or~~ costs incurred by registrant or provision of services shall be at registrant's sole risk. Nothing in this chapter shall affect the city's authority to add to, vacate or abandon public rights-of-way, or add vehicular travel lanes, and the city makes no warranties or representations regarding the availability of any added, vacated or abandoned public rights-of-way for communications facilities.

(f) *Alteration of Rights-of-Way; Other Work and Facilities in Rights-of-Way.*

~~(18)~~1. The city reserves the right to place and maintain, and permit to be placed or maintained, sewer, gas, water, electric, storm drainage, communications, and other types of facilities, cables or conduit, and to do, and to permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the city in public rights-of-way occupied by the registrant.

~~(18)~~ 2. Registrant shall, if registrant so agrees, allow the city facilities to be co-located within the city's public rights-of-way through the use of a joint trench during registrant's construction project. Such joint trench projects shall be negotiated in good faith by separate agreement between registrant and the city and may be subjected to other city rights-of-way requirements.

~~(18)~~ 3. The city further reserves without limitation the right to alter, change, or cause to be changed, the grading, installation, relocation, or width of the public rights-of-way within the limits of the city and within said limits as same may from time to time be altered.

~~(19)~~ 4. A registrant shall, on the request of any person holding a permit issued by the city, temporarily raise or lower its wireless or other communications facilities to permit the work authorized by the permit. The expense of temporarily raising or lowering facilities shall be paid by the person requesting the same, and the registrant shall have the authority to require such payment in advance. The registrant shall be given not less than thirty (30) days advance written notice to arrange for such temporary relocation. If the city requests a temporary raising or lowering of a facility for a public purpose, the city shall not be charged for the temporary raising or lowering of the facility subject to 337.403 and 337.404, Florida Statutes.

(g) *Replacement and maintenance of wireless facilities.*

(1) The city shall not require approval or require fees or other charges for:

a. Routine maintenance;

b. Replacement of existing wireless facilities with wireless facilities that are substantially similar or of the same or smaller size; or

c. A communications service provider authorized to occupy the rights-of-way and who is remitting taxes under chapter 202; or

d. Installation, placement, or replacement of micro wireless facilities that are suspended on cable strung between existing utility poles in compliance with applicable odes by or for a communications services provider authorized to occupy the rights of way and who is remitting taxes under chapter 202.

(2) Notwithstanding this paragraph, for public safety the wireless provider must give reasonable notice to the City Engineer before undertaking the activities of replacement or maintenance, and a right-of-way permit shall be required for work that involves excavation, closure of a sidewalk, or closure of a vehicular lane.

~~(4)~~(h) *Additional Authority; Permit Conditions.* To the extent not otherwise prohibited by state or federal law and this chapter, the city shall have the power to prohibit or limit the placement of new or additional communications facilities within all or parts of the public rights-of-way ~~if there is insufficient space to accommodate all of the requests to place and maintain facilities in that area of the public rights-of-way, for the protection of existing facilities in the public rights-of-way or to accommodate city plans for public improvements or projects that the city determines are in the public interest.~~ The city may impose reasonable conditions upon the grant of a permit, in addition to the specific requirements of this code, as deemed appropriate to advance the intent or purposes of this chapter.

(i) The approval of the installation, placement, maintenance, or operation of a small wireless facility or other wireless facility pursuant to this chapter does not authorize the installation, placement, maintenance, or operation of any communications facilities other than small wireless facilities in the right-of-way.

(j) *Make-Ready for Collocation.*

1. For a city utility pole that does not support an aerial facility used to provide communications services or electric service, the applicant seeking to collocate a small wireless facility shall provide a make-ready estimate at the applicant's expense for the work necessary to support the small wireless facility, including pole replacement, and perform the make-ready work. If pole replacement is required, the scope of the make-ready estimate is limited to the design, fabrication, and installation of a utility pole that is substantially similar in color and composition. The city shall not condition or restrict the manner in which the applicant obtains, develops, or provides the estimate or conducts the make-ready work subject to usual construction restoration standards for work in the right-of-way. The replaced or altered utility pole shall remain the property of the city.

2. The city shall not require more make-ready work than is required to meet applicable codes or industry standards.

3. Fees for make-ready work shall not include costs related to pre-existing damage or prior noncompliance. Fees for make-ready work, including any pole replacement, shall not exceed actual costs or the amount charged to communications service providers other than wireless services providers for similar work and shall not include any consultant fee or expense.

4. Fees for make-ready work must be paid to the City, even if they exceed the applicant's estimate, before the wireless facilities may be operational.

Sec. 25.1-7 Suspension of Permits.

(1) Subject to Section 25.1-8 below, the Director of Engineering, or his designee may suspend a permit for work in the public rights-of-way for one or more of the following reasons:

(a) Failure to satisfy permit conditions, including conditions set forth in this chapter or other applicable city ordinances, codes or regulations governing placement or maintenance of communications facilities in public rights-of-way, including without limitation, failure to take reasonable safety precautions to alert the public of work at the work site, or to restore any public rights-of-way;

(b) Misrepresentation or fraud by registrant in a registration or permit application to the city;

(c) Failure to properly renew or ineffectiveness of registration;

(d) Failure to relocate or remove facilities as may be lawfully required by the city;

(e) Failure to commence work within 180 days of securing permit; or

(f) Abandonment of project or suspension of work for more than 180 days.

(2) After the suspension of a permit pursuant to this section, the Director of Engineering or his designee shall provide written notice of the reason for the suspension to the registrant.
(Ord. No. 01-29, § 9, 7-3-01)

Sec. 25.1-8 Appeals.

(1) Final, written decisions of the Director of Engineering, or his designee, suspending or denying a permit, denying an application for a registration or denying an application for renewal of a registration are subject to appeal, as set forth in Chapter 1, Article VII, of the City's Land Development Regulations, as amended.

(2) Nothing in the chapter shall affect the remedies the city has available under applicable law.
(Ord. No. 01-29, § 10, 7-3-01)

Sec. 25.1-9. Conditional Use of Public Rights-of-Way.

(1) In the event registrant desires to use its existing facilities or to construct new facilities for the purpose of providing other utility or non-utility services to existing or potential consumers or resellers, by providing any other services other than the provisions other than the provision of communications service, or for providing any other use to existing or potential consumers, a registrant shall seek such additional and separate authorization from the city for such activities as may be required by applicable law.

(2) To the extent that a registrant leases or otherwise uses the facilities of a person that is duly registered or otherwise authorized to place or maintain facilities in the public rights-of-way of the city, registrant shall make no claim, nor assert any right, which will impede the lawful exercise of the city's rights, including requiring the removal of such facilities from the public rights-of-way of the city, regardless of the effect on registrant's ability to place or maintain its own communications facilities in public rights-of-way of the city.
(Ord. No 01-29, § 11, 7-3-01)

Sec. 25.1-10 Involuntary Termination of Registration.

(1) The city may terminate a registration if:

(a) A federal or state authority suspends, denies, or revokes a registrant's certification or license to provide communications services;

(b) The registrant's placement or maintenance of a communications facility in the public rights-of-way presents an extraordinary or unreasonable danger to the general public or other users of the public rights-of-way and the registrant fails to remedy the danger promptly after receipt of written notice; or

(c) The registrant ceases to use all of its communications facilities in public rights-of-way and has not complied with section 25.1-17 of this chapter.

(2) Prior to termination, the registrant shall be notified by the Director of Engineering, or his designee, with a written notice setting forth all matters pertinent to the proposed termination action, including which of subsections (a) through (c) above is applicable as the reason therefore, and describing the proposed action of the city with respect thereto. The registrant shall have thirty (30) days after receipt of such notice within which to address or eliminate the reason or within which to present a plan, satisfactory to the Director of Engineering, or his designee, to accomplish the same. If the plan is rejected, the Director of Engineering or his designee shall provide written notice of such rejection to the registrant and shall make a recommendation to the City Commission regarding a final decision as to termination of registration. A decision by the city to terminate a registration may only be accomplished by an action of the City Commission. A registrant shall be notified by written notice of any decision by the City Commission to terminate its registration. Such written notice shall be sent within seven (7) days after the decision.

(3) In the event of termination, the former registrant shall: (a) notify the city of the assumption or anticipated assumption by another registrant of ownership of the registrant's communications facilities in public rights-of-way; or (b) provide the city with an acceptable plan for disposition of its communications facilities in public rights-of-way. If a registrant fails to comply with this subsection, the city may exercise any remedies or rights it has at law or in equity, including but not limited to taking possession of the facilities, requiring the registrant's bonding company within ninety (90) days of the termination to remove some or all of the facilities from the public rights-of-way and restore the public rights-of-way to its original condition before the removal, or requiring that some or all of the facilities be removed and the public rights-of-way restored to its original condition before the removal at the registrant's expense.

(4) In any event, a terminated registrant shall take such steps as are necessary to render safe every portion of the communications facilities remaining in the public rights-of-way of the city ~~safe~~.

(5) In the event of termination of a registration, this provision does not permit the city to cause the removal of any communications facilities that are used to provide another service for which the registrant holds a valid certification or license with the governing federal or state agency, where required, and is properly registered with the city for such certificated or licensed service, where required.
(Ord. No. 01-29 § 12, 7-3-01)

Sec.25.1-11. Existing Communications Facilities in Public Rights-of-Way.

A communications services provider with an existing communications facility in the public rights-of-way of the city has sixty (60) days from the effective date of this chapter to comply with the terms of this chapter

The provisions of this Chapter shall be applicable to all Communications Facilities placed in the Public Rights-of-Way on or after the effective date of this Ordinance and shall apply to all existing Communications Facilities placed in the Public Rights-of-Way prior to the effective date of this Ordinance to the full extent permitted by Federal and State law, except that any provision of this Chapter regarding the size, Stealth Design, concealment, or location of Communications Facilities shall not apply to existing Communications Facilities lawfully placed within the Public Rights-of-Way prior to the effective date of this Ordinance, to the extent that such Communications Facilities may be Maintained, repaired, and replaced with a Communications Facility substantially similar in size and for the same purpose.

Sec. 25.1-12. Insurance.

(1) A registrant shall provide, pay for and maintain satisfactory to the city an acceptable policy or policies of liability insurance, including comprehensive general liability insurance, products/completed operations liability, personal injury liability, owners and contractors protective liability, broad form property damage, contractual liability, automobile liability (owned, non-owned and hired automobiles), workers' compensation and employee liability. A registrant shall not commence construction, operation or maintenance of the facility without obtaining all insurance required under this section and approval of such insurance by Risk Management of the city, nor shall a registrant allow any contractor or subcontractor to commence work on its contract or subcontract until all similar such insurance required of the same has been obtained and approved. The required insurance must be obtained and maintained for the entire period the registrant has facilities in the public rights-of-way, and for a period thereafter as specified in the minimum coverages described below. If the registrant, its contractors or subcontractors do not have the required insurance, the city may order such entities to stop operations until the insurance is obtained and approved.

(2) All liability policies shall provide that the city is an additional insured as to the activities under this chapter. The required coverages must be evidenced by properly executed certificates of insurance forms. The certificates must be signed by the authorized representative of the insurance company and shall be filed and maintained with the city annually. Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the Risk Manager Coordinator. For entities that are entering the market, the certificates shall be filed prior to the commencement of construction and once a year thereafter, and as provided below in the event of a lapse in coverage. For entities that have facilities in the public rights-of-way as of the effective date of this chapter, the certificate shall be filed within sixty (60) calendar days of the adoption of this chapter, annually thereafter, and as provided below in the event of a lapse in coverage.

(3) These certificates of insurance shall contain a provision that coverages afforded under these policies will not be canceled until at least forty-five (45) calendar days prior written notice has been given to the city. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be no less than “A-VI” in the latest edition of “Bests Key Rating Guide”, published by A.M. Best Guide. The insurance requirements may be satisfied by evidence of self-insurance with sufficient financial strength and reserves or other types of insurance acceptable to the city. ~~A registrant may self-insure.~~ Self-insured status must be confirmed with certification of same by presentation of financial statements which are not more than one (1) year old and signed by the registrant’s Chief Financial Officer or designees. Information contained therein is subject to review and approval by city’s Risk Management Division.

(4) In the event that the insurance certificate provided indicates that the insurance shall terminate or lapse during the period of this contract, then in that event, the registrant shall furnish, at least thirty (30) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance equal and like coverage.

(5) The insurance policy or policies shall contain contractual liability insurance naming the city as an insured, and shall also insure against the types of liabilities covered by the indemnification and hold harmless provisions of Section 25.1-13.

~~(5)~~(6) A registrant and its contractors or subcontractors engaged in work on the operator's behalf in, on, under or over public rights-of-way, shall maintain the following minimum insurance:

(a) Comprehensive general liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

1. Bodily injury

a. Each occurrence $1,000,000

b. Annual aggregate $3,000,000

2. Property damage

a. Each occurrence $1,000,000

b. Annual aggregate $3,000,000

3. Personal injury

a. Annual aggregate $3,000,000

4. Completed operations and products liability shall be maintained for two (2) years after the abandonment of the facility by the registrant (in the case of the registrant) or completion of the work for the registrant (in case of a contractor or subcontractor).

5. Property damage liability insurance shall include coverage for the following hazards: X – explosion, C – collapse, U – underground.

(b) Worker's compensation insurance shall be maintained to comply with statutory limits for all employees, and in case any work is sublet, each registrant shall require the subcontractors similarly to provide workers' compensation insurance for all the latter's employees unless such employees are covered by the protection afforded by each registrant. Each registrant and its contractors and subcontractors shall maintain employers liability insurance. The following limits must be maintained:

1. Workers' compensation Statutory

2. Employer's liability $500,000 per occurrence

(c) Comprehensive auto liability

1. Bodily injury

a. Each occurrence $1,000,000

b. Annual aggregate $3,000,000

2. Property damage

a. Each occurrence $1,000,000

b. Annual aggregate $3,000,000

Coverage shall include owned, hired and non-owned vehicles.

(6) Each communication facility operator shall hold the city, its agents, and employees, harmless on account of claims for damage to persons, property or premises arising out of it construction, operation or repair of its communications facility and name the city as an additional insured.

(7) Thirty (30) days advance written notice by registered, certified or regular mail as determined by the city must be given to the city of any cancellation, intent not to renew or reduction in the policy coverages.

~~(7)~~(8) This Section shall not be construed to affect in any way the city's rights, privileges and immunities as set forth in Florida Statutes § 768.28. Insurance under this Section shall run continuously with the presence of the registrant's facilities in the public rights-of-way and any termination or lapse of such insurance shall be a violation of this Section and subject to the remedies as set forth herein. Notwithstanding the foregoing, the city may, in its sole discretion, required increased or decreased levels of insurance for any other object placed in the city's public rights-of-way by way of individual license agreements.

Sec. 25.1-13. Indemnification.

(1) A registrant shall, at its sole cost and expense, indemnify, hold harmless, and defend the city, its officials, boards, members, agents, and employees, against any and all claims, suits, causes of action, proceedings, judgments for damages or equitable relief, and costs and expenses incurred by the city arising out of the placement or maintenance of its communications systems or facilities in public rights-of-way, regardless of whether the act or omission complained of is authorized, allowed or prohibited by this chapter, provided, however, that a registrant's obligation hereunder shall not extend to any claims caused by the negligence, gross negligence or wanton or willful acts of the city. This provision includes, but is not limited to, the city's reasonable attorneys' fees and costs incurred in defending against any such claim, suit or proceedings. The city agrees to notify the registrant, in writing, within a reasonable time of the city receiving notice, of any issue it determines may require indemnification. Nothing in this Section shall prohibit the city from participating in the defense of any litigation by its own counsel and at its own cost if in the city's reasonable belief there exists or may exist a conflict, potential conflict or appearance of a conflict. Nothing contained in this section shall be construed or interpreted:

(a) As denying to either party any remedy or defense available to such party under the laws of the State of Florida;

(b) As consent by the city to be sued; or

(c) As a waiver of sovereign immunity beyond the waiver provided in Florida Statutes § 768.28, as it may be amended.

(2) The indemnification requirements shall survive and be in effect after the termination, suspension or cancellation of a registration.
(Ord. No. 01-29, § 15, 7-3-01)

Sec. 25.1-14. Construction Bond.

(1) Prior to issuing a permit, ~~where the work under the permit will require restoration of public rights-of-way,~~ the city may require a construction bond to secure the restoration of the public rights-of-way and removal of abandoned equipment or equipment not removed after termination of registration or non-renewal of the annual permit.

(2) In the event a registrant subject to such a construction bond fails to complete the work in a safe, timely and competent manner in accordance with the provisions of the permit, there shall be recoverable, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the city as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of the registrant, or the cost of completing the work, plus a reasonable allowance for attorney's fees, up to the full amount of the bond.

(3) No less than twelve (12) months after the completion of the construction and satisfaction of all obligations in accordance with the bond, the registrant may request the Director of Engineering to remove the requirement to continue the construction bond. Notwithstanding, the city may require a new bond for any subsequent work performed in the public rights-of-way.

(4) The construction bond shall be issued by a surety having a minimum rating of A-1 in Best's Ley Rating Guide, Property/Casualty Edition; shall be subject to the approval of the City Attorney; and shall provide that:

"For twelve (12) months after issuance of this bond, this bond may not be canceled, or allowed to lapse, until sixty (60) days after receipt by the city, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."

(5) The rights reserved by the city with respect to any construction bond established pursuant to this section are in addition to all other rights and remedies the city may have under this Section, or at law or equity whether reserved in this chapter, or authorized by other law, and no action, proceeding or exercise of a right with respect to the construction bond will affect any other right the city may have.
(Ord No 01-29, § 15, 7-3-01)

Sec. 25.1-16. Enforcement Remedies.

(1) A registrant's failure to comply with provisions of this chapter shall constitute a violation of this chapter and shall subject the registrant to the code enforcement provisions and procedures as provided in Florida Statutes Chapter 162, Florida Statutes § 166.0415 and Section 2-72, et. seq. of the City Code of Ordinances, as they may be amended. In addition, violation of this chapter may be punishable by a fine not to exceed five hundred dollars ($500) or by imprisonment not to exceed sixty (60) days or by both as provided.

(2) In addition to any other remedies available at law, including but not limited to Florida Statutes § 166.0415, and Florida Statutes Chapter 162, or equity or as provided in this

chapter, the city may apply any one or combination of the following remedies in the event a registrant violates this chapter, or applicable local law or order related to the public rights-of-way:

(a) Failure to comply with the provisions of the chapter or other law applicable to occupants of the public rights-of-way, may result in imposition of penalties to be paid by the registrant to the city in an amount of not less than one hundred dollars ($100) per day or part thereof that the violation continues.

(b) In addition to or instead of any other remedy, the city may seek legal or equitable relief from any court of competent jurisdiction.

(3) Before imposing a fine pursuant to this section, the city manager or the city manager's designee shall give written notice of the violation and its intention to assess such penalties, which notice shall contain a description of the alleged violation. Following receipt of such notice, the registrant shall have 30 days to either: (a) cure the violation to the city's satisfaction and the city shall make good faith reasonable efforts to assist in resolving the violation; or (b) file an appeal with the city to contest the alleged violation. Section 25.1-8 of this chapter shall govern such appeal. If no appeal is filed and if the violation is not cured within the thirty (30) day period, the city may collect all fines owed, beginning with the first day of the violation, through any means allowed by law.

(4) In determining which remedy is appropriate, the city shall take into consideration the nature of the violation, the person or persons bearing the impact of the violation, the nature of the remedy required in order to prevent further violations, and such other matters as the city determines are appropriate to the public interest.

(5) Failure of the city to enforce any requirements of this chapter shall not constitute a waiver of the city's right to enforce that violation or subsequent violations of the same type or to seek appropriate enforcement remedies.

(6) In any proceeding before the city where there exists an issue with respect to a registrant's performance of its obligations pursuant to this chapter, the registrant shall be given the opportunity to provide such information as it may have concerning its compliance with the terms and conditions of this chapter. The city may find a registrant that does not demonstrate compliance with the terms and conditions of this chapter in default and apply any one or combination of the remedies otherwise authorized by this chapter or other applicable laws, ordinances, regulations or city codes.

(7) The city manager or a designee shall be responsible for administration and enforcement of this chapter, and is authorized to give any notice required by law.
(Ord. No 01-29, § 18, 7-3-01)

Sec. 25.1-17. Abandonment of a Communication Facility.

(1) Upon abandonment of a communications facility owned by a registrant in public rights-of-way, the registrant shall notify the city within ninety (90) days.

(2) The city may direct the registrant by written notice to remove all or any portion of such abandoned communications facility at the registrant's sole expense if the city determines that the abandoned facility's presence interferes with the public health, safety or welfare, which shall include, but is not be limited to, a determination that such facility: (a) compromises safety at any

time for any public rights-of-way user or during construction or maintenance in public rights-of-way; (b) prevents another person from locating facilities in the area of public rights-of-way where the abandoned facility is located when other alternative locations are not reasonably available; (c) creates a maintenance condition that is disruptive to the public rights-of-way's use; or (d) removal of the communications facility would improve or enhance the city's aesthetics. In the event of (b), the city may require the third person to coordinate with the registrant that owns the existing facility for joint removal and placement, where agreed to by the registrant.

(3) In the event that the city does not direct the removal of the abandoned facility, the registrant, by its notice of abandonment to the city, shall be deemed to consent to the alteration or removal of all or any portion of the facility by the city or another person at such third party's cost.

(4) If the registrant fails to remove all or any portion of an abandoned facility as directed by the city within a reasonable time period as may be required by the city under the circumstances, the city may perform such removal and charge the cost of the removal against the registrant or any successor in interest to the registrant.
(Ord. No 01-29 § 19, 7-3-01)

Sec. 25.1-18. Force Majeure.

(1) In the event a registrant's performance of or compliance with any of the provisions of this chapter is prevented by a cause or event not within the registrant's control, such inability to perform or comply shall be deemed excused and no penalties or sanctions shall be imposed as a result; provided, however, that such registrant uses all practicable means to expeditiously cure or correct any such inability to perform or comply. For purposes of this chapter, causes or events not within a registrant's control shall include, without limitation, acts of God, floods, earthquakes, landslides, hurricanes, fires and other natural disasters, acts of public enemies, riots or civil disturbances, sabotage, strikes and restraints imposed by order of a governmental agency or court.

(2) Causes or events within registrant's control, and thus not falling within this section, shall include, without limitation, registrant's financial inability to perform or comply, economic hardship, and misfeasance, malfeasance or nonfeasance by any of registrant's directors, officers, employees, contractors or agents.
(Ord. No. 01-29, § 20, 7-3-01)

Sec. 25-1-19. Reports and Records.

(1) Each registrant shall, upon thirty (30) calendar days written notice, if reasonably possible, but in no event less than five (5) business days written notice, provide the city access to all books and records related to the construction, maintenance, or repair of the facility to the extent the city review of the books and records is necessary to manage its rights-of-way.

(2) Any and all non-proprietary or non-confidential books and records may be copied by the city. To the maximum extent permitted by Florida Statutes § 202.195, as amended, such books and records shall be kept confidential and exempt from the provisions of Florida Statutes § 119.07(1). A registrant is responsible for obtaining or maintaining the necessary possession or control of all books and records related to the construction, maintenance or repair of the facility, so that it can produce the documents upon request. Books and records must be maintained for

a period of five (5) years, except that any record that is a public record must be maintained for the period required by state law.

(3) For purposes of this section, the terms “books and records” shall be read expansively to include information in whatever format stored. Books and records requested shall be produced to the city at City Hall, except by agreement.

(4) If any books and records are too voluminous, or for security reasons cannot be copied and moved, then a registrant may request that the inspection take place at some other location mutually agreed to by the city and the registrant, provided that the registrant must make necessary arrangements for copying documents selected by the city after its review; and the registrant must pay all travel and additional copying expenses incurred by the city in inspecting those documents or having those documents inspected by its designee.

(5) Without limiting the foregoing, a registrant shall provide the city the following within ten (10) calendar days of their receipt or (in the case of documents created by the registrant or its affiliate) filing:

(a) Notices of deficiency or forfeiture related to the operation of the facility; and

(b) Copies of any request for protection under bankruptcy laws, or any judgment related to a declaration of bankruptcy by the operator or by any partnership or corporation that owns or controls the operator directly or indirectly.

(6) In addition, the city may, at its option, and upon reasonable notice to the registrant, inspect the facilities in the public rights-of-way to ensure the safety of its residents.
(Ord No. 01-29, § 21, 7-3-01)

Sec.25.1-20. Reservation of Rights and Remedies.

(1) The city reserves the right to amend this chapter as it shall find necessary in the lawful exercise of its police powers.

(2) This chapter shall be applicable to all communications facilities placed in the public rights-of-way on or after the effective date of this chapter and shall apply to all existing communications facilities in the public rights-of-way prior to the effective date of this chapter, to the full extent permitted by state and federal law.

(3) The adoption of this chapter is not intended to affect any rights or defenses the city may have under any existing franchise, license or other agreements with a communications services provider.

(4) Nothing in this chapter shall affect the remedies the city has available under applicable law.

(5) Any person who uses the communications facilities of a registrant, other than the registrant that owns the facilities, shall not be entitled to any rights to place or maintain such facilities in excess of the rights of the registrant that places or maintains the facilities.
(Ord. No. 01-29, § 22, 7-3-01)

Sec. 25.1-21. Pass-through Provider Fees and Charges.

(1) Pass-through providers shall pay to the city on an annual basis an amount equal to $500.00 per linear mile or portion thereof of communications facilities placed and/or maintained in the city's rights-of-way. For purposes of this section, the city's rights-of-way do not include rights-of-way that extend in or through the city but are state, county or another authority's roads or rights-of-way.

(2) The amounts charged pursuant to this section shall be based on the linear miles of rights-of- way where a wireless communications facility is placed, not based on a summation of the lengths of individual cables, conduits, strands or fibers. Multiple cables, conduits, strands, or fibers located within the same conduit shall be considered one communications facility for purposes of this subsection.

(3) Any annual amount charged shall be reduced for a prorated portion of any 12-month period during which the pass-through provider remits taxes imposed by the city pursuant to F.S. Ch. 202.

(4) Fees for Non-Collocated Communications Facilities.

(a) Fees for non-collocated communications facilities may be charged to any person not a dealer of communications services as defined by Florida Statutes § 202.11.

(b) Annual payments shall be due and payable on April 1 of each year. Failure to timely pay the annual payment shall result in the immediate forfeiture of all rights to locate any wireless equipment in the citv rights-of-way and all wireless equipment shall be removed within thirtv (30) davs at the wireless infrastructure provider's expense. Fees not paid shall bear interest at the rate of one percent per month from the date due until the wireless equipment is removed. The acceptance of any payment required hereunder by the city shall not be construed as an acknowledgement that the amount paid is the correct amount due, nor shall such acceptance of payment be construed as a release of any claim which the city may have for additional sums due and payable. All fee payments shall be subject to audit by the city, and assessment or refund if any payment is found to be in error. If such audit results in an assessment by and an additional payment to the city, such additional payment shall be subject to interest at the rate of one percent per month until the date payment is made.

(5) Collocation Fees.

(a) The wireless infrastructure provider shall remit a $150.00 collocation fee per wireless facility to the City with the application to pay for the first year's fee for collocating small wireless facilities on a city utility pole.

(b) The wireless infrastructure provider shall remit a $150.00 collocation fee per wireless facility to the City within thirty (30) days of the anniversary of the approval of the collocation. Failure to timely pay the Collocation Fee shall result in the immediate forfeiture of all rights to collocate on the city utility pole and any wireless equipment collocated on the utility pole shall be removed within thirty (30) days at the wireless provider's expense.

(6) Fees for City Connections. The City reserves the right to assess pole connection fees or other fees for the use of city employees and contractors as well as fees for access to any fiber network the city may construct.

(7) Permit Fees. The wireless infrastructure provider shall remit with its application all appropriate fees as provided herein, and as consistent with Section 337.401(7), Fla.Stat., as may be amended from time to time..

(8) If the payments required by this section are not timely made by the due date, the city may withhold the issuance of any permits, including for other wireless facilities, to the registrant until the amount past due is paid in full.

DEPARTMENT OF DEVELOPMENT
PLANNING AND ZONING
Memorandum PZ 18-021

TO: Chair and Members
Planning & Development Board

FROM: Kathleen Hatcher
Senior Planner

DATE: March 20, 2018

RE: Approve (CDRV 18-001) - Amending the LAND DEVELOPMENT REGULATIONS, Chapter 3. Zoning, Article V. Supplemental Regulations:
Section 12. Satellite Earth Stations and Antennas to insert provisions for HAM radio towers and antennas consist with FCC requirements, and
Section 13. Wireless Communications Facilities (WCF) to implement regulations consistent with State legislation known as the Advanced Wireless Infrastructure Deployment Act that regulates WCF within public rights-of-way.

EXPLANATION

The above-referenced code revisions are necessary in order to update the Land Development Regulations to correspond with proposed amendments to Part II of the City Code of Ordinances, Chapter 25.1 "Communications Rights-of-Way" (see accompanying Ordinance). On June 23, 2017 the Florida legislature adopted the Advanced Wireless Infrastructure Deployment Act effective July 1, 2017 that revised regulations regarding communications facilities in the public rights-of-way. The proposed amendments to the Code of Ordinances Part II Chapter 25.1 Communications Facilities in Rights-of-Way implement the new regulations of the Act. Further amendments are necessary to Part III Land Development Regulations so that WCF regulations in the LDR do not conflict with the Part II amendments.

Proposed code revisions to Part II of the City Code of Ordinances establish uniform standards and guidelines for the siting, design, and permitting of communication towers, communication antennas, and wireless communication facilities sited within public rights-of-way. The proposed amendments also establish review procedures to ensure that applications for towers and related equipment are processed consistent with state and federal law. The proposed regulations require that individuals and entities seeking permits to conduct any type of excavation, construction or other activity for communications facilities in public rights-of-way do so in a safe, expeditious, and professional manner to protect the public health, safety, aesthetics, and general welfare in the community. The recommended amendments also seek to minimize visual and other impacts of wireless communication facilities on surrounding areas by establishing standards for location, design, landscape screening, and compatibility.

Current regulations in the LDR allow wireless communications facilities (WCF) to be located in public rights-of-way as "non-concealed attached WCF" which are antennas attached to utility poles and freestanding lights at least 40 to 50 feet in height, subject to agreement with the agency representative with jurisdiction over the right-of-way and/or the utility company. With the ever-increasing public demand for capacity, speed, and reliability, wireless carriers are now reducing the

traffic on each macro-cell tower site by building a number of smaller sites with shorter transmission and receiver distances. These microcell towers are typically one-half the height of a standard cell tower and placed closer together to provide more consistent coverage to areas. There are currently no applications formally submitted to the City for the new technology of microcell towers within rights-of-way, but there is interest and applications are expected in the very near future. These code amendments would provide standards whereby microcell structures can be allowed while preventing negative impacts on the character of residential neighborhoods or property values, or any threat to public safety.

Proposed revisions to Part II Chapter 25.1 include design standards that require communications facilities within rights-of-way to be placed underground or to be designed as concealed (stealth) microcell towers where the antennas and associated equipment are housed within the base of the pole or the pole itself (see attached exhibits for examples) and they do not exceed the height of adjacent utility or light poles in the right-of-way.

The proposed revisions to the LDR would also expand Chapter 12 to amend the regulations on television antennas and amateur ham radio antennas to update terminology, restrict the number allowed, and establish height limits and setbacks while respecting preemption regulations by the Federal Communications Commission (FCC). The FCC's "PRB-1" is their declaratory ruling requiring that local zoning **laws** reasonably accommodate amateur antennas and support structures with minimal regulation and without unreasonable restrictions. It further reads that such regulations "…must constitute the minimum practicable regulation to accomplish the state or local authority's legitimate purpose". Due to the vague character of the FCC regulation, some jurisdictions have avoided any specific standards applicable to HAM towers and antennas and merely reference their objective to accommodate such communications systems consistent with the FCC directives. While many other cities and counties have adopted quantifiable standards as well as the provision to consider tower applications that fail to comply with such standards through the reasonable accommodation process. Staff has drafted amendments consistent with this latter format of regulations to provide some limits and structure as well as to ensure ultimate compliance FCC PRB-1.

Additional revisions to the LDR Chapter 13 Wireless Communications Facilities (WCF) refer applicants to Part II Chapter 25.1 for all regulations pertaining to WCF within public rights-of-way. The WCF revisions also clarify that non-concealed attached WCF are now only those located on publicly or privately-owned lots (not in public rights-of-way) and would be limited to poles at least 50 feet in height (such as ballpark lights). In addition, non-concealed WCF would not be allowed in residential zoning districts and would be limited to a height increase of ten (10) percent of the pole height when antennas are attached.

PROPOSED AMENDMENTS

A summary of the proposed amendments are as follows:

Section 12 - Amateur Radio and Television Antennas

- Update code terminology consistent with the industry;
- Allow Amateur Radio/CB antennas as accessory only in conjunction with a single family use;
- Simplify / clarify height standards for Citizens Band and TV towers by including only one standard for both freestanding and mounted towers, and maintaining maximum height as a factor of roof height (maximum of 15 feet higher than the roof (peak) height up to 40 feet);

- Insert provisions for reasonable accommodation for HAM tower applications that fail to satisfy the development standards, in compliance with FCC requirements;
- Maintaining setbacks for amateur radio/CB antenna support structures consistent with the structure setbacks in the zoning district, and establish a minimum setback from easements of 10 feet; and,
- Exempt TV satellite dishes 40 inches or less in diameter for single-family residential districts.
- Clarify requirements (process, number, location, setbacks, screening, and height) for single-family/duplex districts, multi-family residential district, and non-residential and mixed use zoning districts.

Section 13 - Wireless Communications Facilities (WCF)

- Reference WCF in public rights-of-way are subject to regulations of Part II Chapter 25.1;
- Revise non-concealed attached WCF to be on poles a minimum of 50 feet in height located on publicly or privately owned lots (not in rights-of-way);
- Update tables to prohibit non-concealed attached WCF in residential zoning districts; and,
- Update tables to add the recently approved new MU-4 zoning district.

CONCLUSION/RECOMMENDATION

Staff proposes these code amendments to Chapter 3 Article V Sections 12 – 13 of the LDR to implement new state legislation known as the Advanced Wireless Infrastructure Deployment Act and establish review procedures to ensure that applications are acted upon consistent with state and federal law. Proposed amendments to these regulations are to minimize visual and other impacts of wireless communication facilities on surrounding areas by establishing standards for location, design, landscape screening, and compatibility.

Attachments

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION:
To consider the recommendation from the Recreation & Parks Board, as presented by Board Chair Betty Pierce-Roe, not allow dogs on the beach at Oceanfront Park.

EXPLANATION OF REQUEST:
At the request of the City Commission, the Recreation & Parks Advisory Board considered the results of a survey of which a majority of those that responded indicated that the City should allow dogs to the beach, and would be willing to pay some type of permitting/access fee. The Board also heard comments from the public at their meetings this past February and March, all of which were not in favor of allowing dogs on the beach.
Taking this in consideration, along with what would be required to manage and support this type of program, the Advisory Board decided not to recommend allowing dogs on the beach.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? No affect

FISCAL IMPACT: Non-budgeted N/A

ALTERNATIVES: Do not accept the recommendation from the Advisory Board.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-068 - Authorize Mayor to sign an agreement with Florida Caribbean Architecture of Boynton Beach, FL for Project Management Services for the Town Square Project for a monthly amount of $15,200.

EXPLANATION OF REQUEST:
The City is undertaking a major redevelopment known as Town Square redevelopment, this project involves the demolishing of existing City buildings, infrastructure, construction of three new City facilities, the renovation of a historic high school, and the construction of a District Energy Plant.

In addition there will be private development occurring on the redevelopment site. City services will move from existing buildings into temporary locations for 24-30 months while demolition and construction occurs.

The amount of oversight required for this type of project far exceeds the time available from current staff.

Florida Caribbean Architecture, Anderson Slocombe is a Boynton Beach Business and has worked with the City in the past on construction projects.

Staff is recommending entering into an agreement with Florida Caribbean Architecture to provide project management services in connection with this project. The agreement will be in effect until all City services are moved back to the newly constructed buildings.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This agreement will provide dedicated oversight to the many facets of this project, city staff will he heavily involved but still have the normal City business and services to maintain.

FISCAL IMPACT:
The monthly cost of this service is $15,200, annually $182,400. Agreement effective May 1, 2018, there are 5 months remaining in FY 17/18.
Cost for remainder of FY 17/18 would be $76,000, would be paid from following accounts;
75% or $57,000 from account 001-1214-512-31-90
25% or $19,000 from account 401-2821-536-31-90

ALTERNATIVES: Do not hire a project manager for this project.

STRATEGIC PLAN: Redevelop Downtown

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Resolution	Resolution approving Consultant Agreement
🗋	Agreement	Consultant Agreement
🗋	Exhibit	Exhibit A

RESOLUTION NO. R18-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN A CONSULTANT AGREEMENT FOR PROJECT MANAGEMENT SERVICES WITH FLORIDA CARIBBEAN ARCHITECTURE, INC., FOR THE TOWN SQUARE PROJECT IN THE MONTHLY AMOUNT OF $15,200.00 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is undertaking a major redevelopment known as Town Square redevelopment; and

WHEREAS, the project involves the demolition of existing City buildings, infrastructure, construction of three new City facilities, the renovation of a historic high school and the construction of a District Energy Plant all of which oversight that is required for this type of project far exceeds the time frame available from staff; and

WHEREAS, staff is recommending entering into the Consultant Agreement for Project Management Services with Florida Caribbean Architecture to provide project management services in connection with this project which will be in effect until all City services are moved back into the newly constructed buildings.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

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

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and authorize the Mayor to sign a Consultant Agreement for Project

Management Services with Florida Caribbean Architecture, Inc., in the amount of $15,200 per month, a copy of which is attached hereto as Exhibit "A".

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Christina L. Romelus	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

CONSULTANT AGREEMENT FOR
PROJECT MANAGEMENT SERVICES

THIS AGREEMENT is entered into between the **City of Boynton Beach**, hereinafter referred to as "the City", and **Florida Caribbean Architecture, Inc.,** hereinafter referred to as "the Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION. The Consultant is retained by the City to perform **Project Management Services/Owners' Representative** services in connection with the project designated **City of Boynton Beach Town Square development**.

2. SCOPE OF SERVICES. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment and supplies.

3. TIME FOR PERFORMANCE. Work under this contract shall commence upon the giving of written notice by the City to the Consultant to proceed. Consultant shall perform all services and provide all work product required pursuant to this agreement during the Town Square Project as determined by the City.

4. PAYMENT. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:

   a. Payment for the work provided by Consultant shall be made in a lump sum payment of **$15,200/Monthly** unless express written modification of the agreement signed by the City.

   b. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for project completed to date. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved.

   c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.

   d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

   e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after final payments. Copies shall be made available upon request.

5. OWNERSHIP AND USE OF DOCUMENTS. All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.

6. COMPLIANCE WITH LAWS. Consultant shall, in performing the services contemplated by this service agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this agreement.

7. INDEMNIFICATION. Consultant shall indemnify, defend and hold harmless the City, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Consultant's own employees, or damage to property occasioned by a negligent act, omission or failure of the Consultant.

8. INSURANCE. The Consultant shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury; and $1,000,000 per occurrence/aggregate for property damage, and professional liability insurance in the amount of $1,000,000.

   Said general liability policy shall name the City of Boynton Beach as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.

9. INDEPENDENT CONTRACTOR. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. COVENANT AGAINST CONTINGENT FEES. The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. DISCRIMINATION PROHIBITED. The Consultant, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

12. ASSIGNMENT. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

13. NON-WAIVER. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

14. TERMINATION.

    a. The City reserves the right to terminate this agreement at any time by giving thirty (30) days written notice to the Consultant.

    b. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this agreement between surviving members of the Consultant and the City, if the City so chooses.

15. DISPUTES. Any dispute arising out of the terms or conditions of this agreement shall be adjudicated within the courts of Florida. Further, this agreement shall be construed under Florida Law.

16. NOTICES. Notices to the City of Boynton Beach shall be sent to the following address:

    City of Boynton Beach
    P.O. Box 310
    Boynton Beach, FL 33425-0310
    Attn: Lori LaVerriere, City Manager

    Notices to Consultant shall be sent to the following address:

    Florida Caribbean Architecure, Inc.
    7 Erwood Place
    Boynton Beach, FL 33426
    Attn: Anderson Slocombe, President

17. INTEGRATED AGREEMENT. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant.

DATED this _____ day of _____, 2018.

CITY OF BOYNTON BEACH

_____
Steven B. Grant, ayor

_____
Consultant

Attest/Authenticated:

_____
Title

_____
Judith A. Pyle, CMC, City Clerk

(Corporate Seal)

Approved as to Form:

_____
Office of the City Attorney

Attest/Authenticated:

_____
Secretary

EXHIBIT "A"

Scope of Services:
It is Florida Caribbean Architecture, Inc. (FCA) understanding that the scope of work is based on the development of the Town Square project.

Town Square project consists of the public improvements components described as:

(a) a new City Hall,
(b) a new Police Station,
(c) a new Fire Station,
(d) a new District Energy Plant,
(e) renovation and improvements to historic High School Building,
(f) public park and open space improvements, and
(g) infrastructure improvements throughout the Project

The Owner maintains ALL decision making authority and all contractual relationships flow back to the Owner. The Owner's Representative interfaces with all project team members, tracking issues and facilitating and expediting solutions. The Owner's Representative will be responsible for maintaining clear and concise communication, keeping accurate records and thorough documentation throughout all phases of the project. FCA will be responsible for **monitoring** (not managing) the following:

1. Preliminary design through final design to ensure that the project scope is achieved
2. The overall project budget
3. Permitting
4. Pre-construction
5. The bidding process
6. Construction related activities, including pay applications
7. Project close-out and occupancy
8. Move management and relocation

Florida Caribbean Architecture, Inc. (CONSULTANT) will provide Owner's Representative services noted above. Services include **monitoring** the following:

A. Project Management
B. Design Phase
C. Bidding Phase
D. Construction Phase
E. Final acceptance and move-in

Tasks: Monitoring of the following:

Task A: Project Management Monitoring:

1 Master Project schedule
2 Comprehensive Project Budget
3 Identify roles and responsibilities of each member of the project team
4 Attend all neighborhood zoning and planning approval meetings
5 Provide written and verbal reports to the Owner and other groups as directed
6 Provide advice regarding potential project pitfalls and suggesting solutions

Task B: Design Phase Monitoring:

1 Oversee overall Project Coordination
2 Review plans and specifications
3 Value engineering oversite
4 Identify all applications, permits and approvals

Task C: Bidding Phase Monitoring:

1 Procurement oversite
2 Bid package preparation and contract Document Review
3 Overseeing selection, delivery and installation of fixtures, furnishings and equipment
4 Bid evaluation
5 Assist in general contractor selection and contract negotiation

Task D: Construction Phase Monitoring:

1. Represent the Owner at regular project meetings.
2. Project schedule review and oversite.
3. Monitor construction schedule and alert Owner to conditions that may lead to delays in the completion of work and construction schedule issues.
4. Facilitate timely turnaround of shop drawings and submittals, by architects and vendors.
5. Conduct Project Meetings managing agendas, meeting minutes and action items.
6. On-site oversight construction monitoring to ensure compliance with approved documents.
7. Provide documentation and written record as to the progress, problems and recommended solutions.
8. Monitor status of inspections, change orders, construction changes and shop drawings.
9. Monitor construction to make sure building complies with design and specifications.
10. Communicate with architect's office and Owner regarding the daily progress and problems associated with construction.
11. Review changes as submitted by the contractor with the architect or engineer's office and keep the Owner informed.
12. Advocate on the part of the Owner during dispute, disagreements, modifications, or change orders.
13. Maintain project records and daily logs in an orderly manner, including -Correspondence -Contract documents -Change orders -Construction change directives -Reports of meetings, etc.
14. Review payment requests with architect's office and Owner.

Task E: Final Acceptance & Move-in Monitoring:

1 Coordinate architect, consultant and Owner punch lists as construction nears completion.
2 Review the list of items to be: completed or corrected with the contractor and architect's office for issuance of Certificate of Substantial Completion.
3 Close-out and warranty procedures
4 Coordinate project close-out documentation, including as-builts, bonds, warranties, maintenance manuals, testing and demonstrations, etc.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION: Approve proposed settlement and authorize payment of $50,000 to settle the case of Barry Goldman v. City of Boynton Beach.

EXPLANATION OF REQUEST:
Plaintiff filed a summons and complaint alleging negligence on behalf of the City from an incident occurring on March 14, 2015, which Plaintiff further alleged resulted in bodily injuries. Plaintiff's original demand was $200,000, which the City rejected.

The parties attended Court-ordered mediation but were unable to reach an agreement. Following mediation, the City continued to litigate the case and prepare for trial in addition to continuing to attempt settlement.

The City and the Plaintiff have reached a tentative agreement to settle this case for $50,000 and seek the approval of the Commission.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The City does not admit liability by agreeing to any settlement.

FISCAL IMPACT: Budgeted
If the Commission rejects the Plaintiff's settlement offer of $50,000, additional defense and trial costs are estimated to be $30,000. The time and indirect costs (such as lost productivity) for City staff who are required to attend trial (estimated 4-5 days) is an additional factor for consideration.

ALTERNATIVES: Reject Plaintiff's settlement offer, return this matter to the Court to reset a trial date, and incur additional defense expenses of approximately $30,000. This alternative also presents the usual risks associated with allowing a jury to control the outcome of a case, which could result in additional costs to the City (judgment or appeal) should the jury rule in favor of the Plaintiff.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION:
PROPOSED ORDINANCE NO. 18-007 - FIRST READING - Approve Amendments to Abandoned Personal and Real Property Code (10-51.5) - Amending the GARBAGE, TRASH, AND OFFENSIVE CONDITIONS, Chapter 10, Article III, Abandoned Property, Section 10-51.5; to clarify the definitions of default and mortgagee; and to clean up language as to when a registration is required.

EXPLANATION OF REQUEST:
PROCHAMPS, a Community Champions Company has administered our City's defaulted property registration program since its inception in 2010. This program was initiated pursuant to City Ordinance 09-040 for the purpose of requiring mortgagees to register and maintain properties in default to include providing key contact information and paying an annual fee for each property registered. The intent of the Ordinance was to identify all property in default as a means of maintaining properties at risk of becoming vacant and a blighting influence in the community.

The proposed amendments are the result of routine Ordinance audits by PROCHAMPS and discussion and collaboration with City staff.

Previous years collections:

FY 16/17	$266,150
FY 15/16	$203,100
FY 14/15	$346,600

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? N/A

FISCAL IMPACT: Non-budgeted N/A

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Ordinance	Ordinance amending Chapter 10, Article III, Abandoned Property

ORDINANCE NO. 18-

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING THE CITY OF BOYNTON BEACH CODE OF ORDINANCES, CHAPTER 10, "GARBAGE, TRASH AND OFFENSIVE CONDITIONS", ARTICLE III, "ABANDONED PROPERTY", SECTION 10-51.5, "ABANDONED PERSONAL AND REAL PROPERTY" TO CLARIFY THE DEFINITIONS AND CLEAN UP LANGUAGE AS TO WHEN REGISTRATION IS REQUIRED; PROVIDING FOR REPEAL OF LAWS IN CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, PROCHAMPS, a Community Champions Company, has administered the City's defaulted property registration program since it's inception in 2010; and

WHEREAS, this program was initiated for the purpose of requiring mortgagees to register and maintain properties at risk of becoming vacant and a blight in the community.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct, and are hereby incorporated herein and made a part hereof.

Section 2. Chapter 10, "Garbage, Trash and Offensive Conditions", Article III, "Abandoned Property", Section 10-51.5, "Abandoned Personal and Real Property" of the Code of Ordinances is hereby amended as follows:

Sec. 10-51.5. Abandoned personal and real property.

(a) *Purpose and intent.* It is the purpose and intent of this section to establish a process to address the amount of abandoned personal and real property located within the City. This section is further intended to specifically establish an abandoned property program as a mechanism to protect neighborhoods from becoming blighted through the lack of adequate maintenance and security of abandoned properties.

(b) *Definitions.* The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned personal property: Property that has been left abandoned and unprotected from the elements and shall include, but not be limited to, wrecked, inoperative or partially dismantled trailers, boats, machinery, refrigerators, washing machines, plumbing fixtures, furniture and any other similar article that has been left abandoned and unprotected from the elements.

Abandoned real property: Any Real Property that is encumbered by a mortgage in Default, is subject to an ongoing foreclosure action, has been the subject of a foreclosure action and a judgement has been entered, or has been the subject of a foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the Foreclosure and any properties transferred under a deed in lieu of foreclosure/sale.

Accessible property: A property that is accessible through a compromised/breached gate, fence, wall, and the like.

Accessible structure: A structure/building that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons.

Default: The mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

Enforcement officer: Any full-time law enforcement officer, building official, code enforcement officer, fire inspector or building inspector employed within the City.

Evidence of vacancy: Any condition that, on its own or combined with other conditions present, would lead a reasonable person to believe that the property is Vacant. Such conditions may include, but are not limited to, overgrown and/or dead vegetation; past due utility notices and/or disconnected utilities; accumulation of abandoned personal property, as defined herein; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; accumulation of newspapers, circulars, flyers and/or mail; statements by neighbors, passers-by, delivery agents or government agents; and/or the presence of boards over doors, windows, or other openings in violation of applicable code, or any other evidence that the property is vacant.

Foreclosure: A process, proceeding, or action to enforce a mortgage by terminating a property owner's interest in mortgaged property or by obtaining possession of mortgaged property..

Mortgagee: The creditor, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the Real Property.

Nominal salvage value: The value of an article of abandoned or derelict property that a reasonably prudent person would believe is the fair market value of the property, taking into consideration its useful life, earning capacity or replacement cost, less depreciation. Items of general or special depreciation would be nominally greater than the costs of salvage, including the removal, transportation, storage and sale of same.

Property management company: A local property manager, property maintenance company or similar entity responsible for inspecting, maintaining, and securing the abandoned Real Property.

Public property: Canals, all waterways, lands and improvements owned by a governmental body or any governmental agency, including but not limited to, easements and rights-of-way, but excluding the campus of any institution of the state university system.

Real Property: Any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the limits of the City of Boynton Beach.

Semi-Annual Registration: Six (6) months from the date of the first action that requires registration, as determined by the City of Boynton Beach, or its designee, and every subsequent six (6) months. The date of the initial registration may be different than the date of the first action that required registration.

Vacant: Any parcel of land, building, or structure that is not legally occupied.

(c) *Applicability.* This section shall be considered cumulative and not superseding or subject to any other law or provision for same, but shall rather be an additional remedy available to the City above and beyond any other state, county and/or local provisions for same.

(d) *Penalties.* Any person who shall violate the provisions of this section shall, upon conviction, be punished as provided in Section 1-6 of the City's Code of Ordinances Code as applicable. In addition, any violation of this section may be enforced through the City's Code Compliance Board, as provided in Chapter 2, Article V, of the City's Code of Ordinances.

(e) *Placement of abandoned personal property on private property prohibited.*

(1) It shall be unlawful for any person to abandon personal property upon private property:

a. Without such receiving the property owner's consent; or

b. In violation of this or any other applicable law, ordinance or regulation.

(2) Nothing in this section shall be deemed to apply to abandoned personal property authorized to be left on private business property properly operated, licensed and zoned in the City for the purpose of accepting abandoned property.

(f) *Public nuisance.* All abandoned personal property and Abandoned Real Property is hereby declared to be a public nuisance, the abatement of which, pursuant to the police power, is hereby declared to be necessary for the health, welfare and safety of the residents of the City.

(g) *Notification procedure.* When an enforcement officer ascertains that an article of personal property having nominal salvage value lies abandoned or derelict upon private property, that officer shall:

(1) Cause a notice to be placed upon such abandoned property in the substantially following form:

NOTICE TO THE OWNER AND ALL PERSONS INTERESTED IN THE FOLLOWING DESCRIBED PROPERTY:

(setting forth brief description)

LOCATED AT:

(setting forth brief description of location)

is:

IMPROPERLY STORED AND IS IN VIOLATION OF

(setting forth ordinance or resolution violated)

AND MUST BE REMOVED WITHIN FIVE (5) DAYS FROM THE DATE OF THIS NOTICE; OTHERWISE IT SHALL BE PRESUMED TO BE ABANDONED PROPERTY, AND MAY BE REMOVED AND SOLD OR DESTROYED BY ORDER OF THE CITY OF BOYNTON BEACH, FLORIDA, DATED THIS:

(setting forth the date of posting of notice)

SIGNED
(setting forth name, title, address and telephone number of enforcement officer)

(2) Such notice shall be not less than eight (8) inches by ten (10) inches, and be sufficiently weatherproof to withstand normal exposure to the elements.

(3) The enforcement officer shall make reasonable effort to ascertain the name and address of the owner of the abandoned property and, if such address is reasonably available, the officer shall mail, by certified mail, a copy of the notice to the owner, on or before the date of posting the above-described notice on the abandoned personal property.

(4) The enforcement officer shall mail, by certified mail, a copy of the above-described notice to the owner of the Real Property upon which the abandoned personal property is located, as shown by the real estate tax records as provided by the Palm Beach County Property Appraiser's Office, or any other address provided to the local government by such owner, on or before the date of posting such notice.

(h) *Removal of abandoned personal property.*

(1) If at the end of five (5) days after posting notice under this section, the owner or any person interested in such abandoned personal property described in the notice has not removed same, the City may seek an appropriate order from the special magistrate or code enforcement board, and may subsequently cause the article of abandoned personal property to be removed and destroyed, and the salvage value, if any, of such article shall be retained by the City, to be applied against the cost of removal and destruction thereof.

(2) Before destruction, for abandoned property on private lands, at the end of the five (5) day period of posting of such notice, if the owner or person having interest in the property has not removed the abandoned property from private property, or shown reasonable cause for failure to do so, the City may cause the property so described to be removed by a towing or salvage company, which shall cause the article or articles of abandoned property to be removed and placed in storage, if applicable with the local, state and federal regulations. At the conclusion of the required storage, if the article is not claimed, and if the salvage value is above one hundred dollars ($100.00), the towing company shall pay the City the sum of twenty-five dollars ($25.00) or ten percent (10%) of such value, whichever is greater, for the administrative costs in handling with the article. If the article is claimed, the City shall receive twenty-five dollars ($25.00) as an administrative fee.

(3) It is unlawful to remove abandoned personal property, including inoperative vehicles, from private property to public property after the posting of the property by an enforcement officer.

(4) In the event that the abandoned property is deemed to be an imminent public health and safety hazard, an enforcement officer is authorized to remove the property immediately. Subsequent to the removal of the abandoned property, the City shall make reasonable and diligent efforts to ascertain the owner and take the applicable action. If the abandoned property is on private property, the private property owner shall be provided notice and assessed the cost of removal of the abandoned property and any required clean-up of the private property.

(i) *Registration of Abandoned Real Property.*

(1) Any Mortgagee who holds a mortgage on Real Property located within the City shall perform an inspection of the property that is the security for the mortgage, upon Default by the mortgagor, or prior to the issuance of a notice of default.

(2) Within ten (10) days of the date any Mortgagee declares its mortgage to be in Default, the Mortgagee shall register the Real Property with the City's foreclosure registry, and, at the time of registration, indicate whether the property is Vacant, and if so shall designate in writing a Property Manager to inspect, maintain and secure the Real Property subject to the mortgage in Default or Defaulted. A separate registration is required for each Defaulted property.

(3) Property inspected pursuant to subsection (1) above that remains in Default shall be inspected every thirty (30) days by the Mortgagee or Mortgagee's designee. If an inspection shows a change in the property's occupancy status the Mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.

(4) Registration pursuant to this section shall contain the name of the Mortgagee, the direct mailing address of the Mortgagee, a direct contact name and telephone number of Mortgagee, facsimile number and e-mail address, and the local Property Management Company responsible for the security and maintenance of the property and the direct contact name and telephone number of the manager, facsimile number and email address, and mobile number for direct contact.

(5)) An annual registration fee in an amount set by the City Commission, per property, shall accompany the registration.

(6) This section shall also apply to properties that have been the subject of a foreclosure sale, where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale.

(7) Properties subject to this section shall remain under the annual registration requirements, security and maintenance standards of this section as long as the mortgage is under Foreclosure or in Default or Defaulted.

(9) Any person or corporation that has registered a property under this section must report any change of information contained in the registration within ten (10) days of the change.

(10) If any property is in violation of this Chapter the City may take any necessary actions permitted by law to ensure compliance and the City may place a lien on the property for the cost of the outstanding obligation and any additional costs incurred to bring the property into compliance.

(j) *Maintenance requirements.*

(1) In addition to the complying with the City's Property Maintenance Code, properties subject to this chapter shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state or local law, discarded personal items included, but not limited to, furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned.

(2) The property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.

(3) Front, side and rear yard landscaping shall be maintained in accordance with the City's Code of Ordinances at the time registration was required.

(4) Landscape shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod designed specifically for residential installation. Landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.

(5) Maintenance shall include, but not be limited to, watering, irrigation, cutting and mowing of required landscape and removal of all trimmings.

(6) Pools and spas shall be maintained so the water remains free and clear of pollutants and debris. Pools and spas shall comply with the enclosure requirements of this code and the Florida Building Code, as amended from time to time.

(7) Failure of the mortgagee and/or property owner of record to properly maintain the property may result in a violation of this code and issuance of a citation or notice of violation/notice of hearing by a City Code Compliance Officer. Pursuant to a finding and determination by the City's Code Compliance Board, the City may take the necessary action to ensure compliance with this section.

(k) *Security requirements.*

(1) Properties subject to this section shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

(2) A *secure manner* shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property and/or structure. Broken windows shall be secured by re-glazing.

(3) A local property management company shall be contracted to perform bi-weekly inspections to verify compliance with the requirements of this section, and any other applicable laws.

(4) The property shall be posted with the name and twenty-four (24) hour contact phone number of the local property management company. The posting shall be no less than an eight-inch-by-ten-inch sign. The posting shall contain the following language:

THIS PROPERTY IS MANAGED BY:

(Name of property management company)

TO REPORT PROBLEMS OR CONCERNS CALL:

(Telephone number of property management company)

The posting shall be placed on the interior of a window facing the street to the front of the property so it is visible, or secured to the exterior of the building/structure facing the street to the front of the property so it is visible, or if no such area exists, on a stake of sufficient size to support the posting in a location as close as possible to the main door entrance of the property. Exterior posting shall be constructed of and printed with weather-resistant materials.

(5) The local property management company shall inspect the property on a bi-weekly basis to ensure that the property is in compliance with this section. Upon the request of the City or its authorized representative, the local property management company shall provide a copy of the inspection reports to the Code Compliance Department.

(6) Failure of the Mortgagee and/or property owner of record to properly maintain the property may result in a violation of this code and issuance of a citation or notice of violation/notice of hearing by a City Code Compliance Officer. Pursuant to a finding and determination by the City's Code Compliance Board, the City may take the necessary action to ensure compliance with this section.

(l) *Opposing, obstructing enforcement officer; penalty.* Whoever opposes, obstructs or resists any City officer or any person authorized by the City in the discharge of duties as provided in this section, shall, upon conviction, be punished as provided herein.

(m) *Immunity of Code Compliance Officer.* Any Code Compliance Officer, or any person authorized by the City to act pursuant to the City's Code of Ordinances or state law, shall be immune from prosecution, civil or criminal, for reasonable, good faith trespass upon Real Property while in the discharge of duties imposed by this section.

(n) *Additional authority.* The City's Code Compliance Administrator, his/her designee, or the City's authorized representative shall have authority to require the Mortgagee and/or owner of record of any property affected by this section, to implement additional maintenance and/or security measures, including but not limited to, securing any and all doors, windows or other openings, employment of an on-site security guard, or other measures as may be reasonably required to help prevent further decline of the property.

(o) *Adoption of rules; expenditure of funds; declaration of municipal purpose.* The City Manager, consistent with his/her duties and authorities under the City Charter, including those duties and authorities relating to emergency situations, is authorized and empowered to adopt rules and regulations and expend City funds as may be reasonably necessary and available to carry out the terms of this section, the expenditure of such funds being declared a proper municipal purpose.

(p) *Severability.* It is hereby declared to be the intention of the City that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance.

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

Section 4. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 5. This Ordinance shall become effective on passage.

FIRST READING this ____ day of _____, 2018.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Christina L. Romelus	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION:
PROPOSED ORDINANCE NO. R18-008 - FIRST READING - Approve the revised and updated City ordinances to regulate the Fire Department. This is a revision of the local fire prevention ordinances as is required by Florida State Statute when a new edition of the Florida Fire Prevention Code has been adopted. Approval of this revision by the Board will allow our fire prevention ordinances to be consistent with the latest version of the Fire Prevention Code and comply with State Statutes.

EXPLANATION OF REQUEST:
Section 9 of the City Ordinances pertaining to fire prevention and control must remain consistent with the latest edition of the Florida Fire Prevention Code which is revised every three (3) years. The statute also requires local government to review local ordinances to ensure that they are consistent with the latest edition of the code. This revision of Section 9 of the City Ordinances complies with this statutory requirement.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The adoption of this revision will allow the Fire Department and the City of Boynton Beach to comply with State Statutes. It will update our local ordinances to become consistent with the Florida Fire Prevention Code. Ambiguous and outdated language has been revised to increase clarity and to improve our ability to deliver the best service to our community.

FISCAL IMPACT: Non-budgeted
The changes will included updated fire fees

ALTERNATIVES: N/A

STRATEGIC PLAN: Redevelop Downtown

STRATEGIC PLAN APPLICATION:
Approval of this revision will expedite the plans review, permitting, and our annual fire inspection activities to facilitate the downtown redevelopment.

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION: N/A

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
Ordinance	Ordinance revising entire Chapter 9 Fire Protection and Prevention

ORDINANCE NO. 18-

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, DELETING THE CURRENT CHAPTER 9, "FIRE PROTECTION AND PREVENTION" IN ITS ENTIRETY AND CREATING A NEW CHAPTER 9, "FIRE PROTECTION AND PREVENTION"; PROVIDING FOR REPEAL OF LAWS IN CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Florida Fire Prevention Code is revised every three (3) years; and

WHEREAS, pursuant to Florida Statutes, local government is required to ensure that they are consistent with the latest edition of the Florida Fire Prevention Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct, and are hereby incorporated herein and made a part hereof.

Section 2. Chapter 9 entitled "Fire Protection and Prevention" of the Code of Ordinances is hereby deleted in its entirety.

Section 3. A new Chapter 9 entitled "Fire Protection and Prevention" of the Code of Ordinances is hereby created to read as follows:

ARTICLE I. GENERAL

Sec. 9-1. Boynton Beach Fire Code; Fire Codes Adopted

The Florida Fire Prevention Code, the NFPA 1 Fire Prevention Code, 2015 edition, the NFPA 101 Life Safety Code, 2015 edition, and any subsequent additions adopted by state statute, are adopted as the fire prevention code of the city. These standards and codes are hereby adopted and incorporated as fully as if set out at length in this section. Not less than one copy of the adopted issue of the NFPA Fire Prevention Code, 2015 edition, the NFPA 101 Life Safety Code, 2015 edition, and any subsequent additions adopted by state statute shall be filed in the office of the city clerk and the provisions thereof shall be controlling within the limits of the city and within any municipality which has entered into an interlocal agreement or contract for services from Boynton Beach Fire Rescue unless otherwise provided for.

Sec. 9-2. Enforcement Authority

1. All regulations issued by the State Fire Marshal under authority of F.S. Ch. 633, shall be enforceable by the Fire Chief and the Fire Marshal, or designee. The Fire Marshal is hereby authorized to perform within the city any duties that may be imposed upon by such law, or in accordance therewith, and to have such assistance, as needed, from other officials of the city in the discharge of such duties.

2. *Periodic fire safety inspections.*

   A. The Florida Fire Prevention Code and the Florida Statue provides that each municipality, county, and special district with fire safety responsibilities is required to enforce the Florida Fire Prevention Code. Such enforcement requires inspections of each new structure or buildings whose occupancy type as defined by the state statute and the Florida fire prevention Code. Fire safety annual inspections shall be conducted on each existing structure or building as defined by the State Statue 633 and the Florida fire prevention Code as adopted by the state Fire Marshal.

   B. No such building shall be occupied without the required fire safety inspection. The frequency of the inspections shall be annually or as otherwise determined by the Fire Marshal. A building occupied in violation of this section is subject to a fine of five hundred dollars ($500.00) per day. Each day constitutes a separate and continuing offense. The city may enforce this provision of the Code by action before the Code Enforcement Board, by notice to appear for violation of a municipal ordinance, or by action for injunctive relief. The fines provided herein are in addition to the penalties authorized by F.S. § 205.053.

   C. The inspection or permitting of any building or plan under the requirements of this code shall not be construed as a warranty of the physical condition of such building or the adequacy of such plan. The city or its employees shall not be liable in tort for damages for any defect or hazardous or illegal condition or inadequacy in such building or plan, or for any failure of any component of such building, which may occur subsequent to such inspection or permitting, pursuant to this code.

   D. Records of all system inspections, tests and maintenance required by the referenced standards shall be maintained on the premises for a minimum of three (3) years and shall be provided to the fire district through a third-party inspection reporting system,.

Sec. 9-3. Examination of Building Permits

1. No building permit shall be issued by the Building Department for new construction, demolition, moving of existing buildings or renovation of existing structures normally requiring a building permit until a complete set of plans and/or specifications have been examined and approved by the Fire and Life Safety Division.

2. No building that requires a Certificate of Occupancy (CO) from the Building Official shall be occupied for any purpose until a Fire Department Fire Final Has been approved.

3. Nothing in this section shall apply to single-family or duplex residential units. Exception: Fire sprinkler systems, generators, or gas installations.

4. When work for which a permit is required by this chapter is started prior to issuance of a permit, the fees herein specified shall be four times the original fee.

5. The payment of such fees shall not relieve any person from fully complying with the requirements of this chapter in the execution of the work, nor from any other penalties prescribed herein.

Sec. 9-4. Penalty for Violations

1. Failure to comply with any provisions of this chapter shall be deemed a violation.

2. Any person or entity violating any provision of this chapter shall be punishable as provided in the Florida Fire Prevention Code, section 1-16 of NFPA 1 and as provided in the City Of Boynton Beach Code of Ordinances.

3. The application of a penalty for violation of this chapter shall not be held to prevent the enforced removal of prohibited conditions.

ARTICLE II. FIRE ALARMS AND AUTOMATIC FIRE EXTINGUISHING SYSTEMS

Sec. 9-5. Automatic Fire Protection Systems

Existing building or structure, for purposes of this section, means a building or structure for which an application for building permits is sought after the date of the adoption of this chapter.

1. All automatic fire protection systems (i.e. sprinkler, standpipe, fire pump systems and other suppression systems) shall be maintained under a written service contract with service companies licensed by the State of Florida to provide such services and which possess a current business tax receipt for the city, providing for regular maintenance and testing of the systems in accordance with all applicable codes and standards.

A. The service company performing the maintenance and tests shall forward a written report to the Fire and Life Safety Division indicating the nature of any repairs, modifications and/or corrections completed by the service company, the date and time of such tests and inspections, and any other information which may be required by the Fire Rescue Department. In addition, a copy of the service report must be maintained on the premises, and it shall be subject to inspection at any time.

B. All fire alarm signal systems, automatic extinguishing and/or detection systems shall be provided with an approved annunciator panel designed to indicate the floor number and the section of the building reporting a fire alarm or fire condition. Each alarm-initiating device shall indicate an individual location on such annunciator. The alarm initiating device shall indicate its individual location to the monitoring central station. The annunciator shall respond to either manual or automatic devices, and all devices within the system shall be connected to the annunciator. The location of the annunciator panel shall be designated by the Fire and Life Safety Division, and it shall be so located as to be immediately available to the Fire Rescue Services Department at all times. In a complex with multiple buildings, each building shall have its own transmitter for alarm signal disposition to the central station.

C. All new buildings and structures more than three (3) stories or thirty-six (36) feet in height or all buildings more than two (2) stories in height and more than 30,000 square feet per floor level, shall be equipped with approved Class 1 standpipes to provide reasonable safety to persons and property.

D. Approved automatic fire sprinkler systems as hereinafter defined shall be installed throughout the following buildings and structures:

Buildings of an institutional or educational character, hospitals, nursing homes, homes for the aged, convalescent centers, rehabilitation facilities, day care centers for more than twelve (12) clients under one (1) year of age, adult congregate living facilities, and all occupancies and uses of similar nature to those herein stated, without regard to the type of construction or height of the building involved.

2. An approved audible and visual waterflow alarm (horn/strobe) shall be provided on the exterior of the building in an approved location, facing the street front of the building.

3. A weatherproof horn/strobe or speaker/strobe shall be installed directly above the key box at a height easily seen upon approach to the area.

Sec. 9-6. - Fire Alarm System Certification Requirements

1. The applicant for a required fire alarm installation permit shall submit to fire rescue services department plan review, along with the permit application, documentation listing the NRTL central station for the alarm system, and provide documentation of the Nationally Recognized Testing Laboratory (NRTL) certification at time of acceptance testing of the fire alarm system or added components.

2. The applicant must demonstrate that the fire alarm monitoring will be performed by a NRTL certificated central station.

3. All required NRTL certificated fire alarm systems must maintain NRTL compliance and NRTL monitoring.

Sec. 9-7. - False Alarm Signal Service Charge; Collection.

1. For response to excessive false alarm signals by the Fire Rescue Department, the alarm user shall be charged a service fee by the city as established by resolution of the City Commission and on file in the City Clerk's office for the first false alarm signal in excess of three false alarm signals in any 12-month period, a service fee as established by resolution of the city commission for the second false alarm signal in excess of three in any in any 12-month period, and a service fee as established by resolution of the City Commission for the third and each successive false alarm signal in excess of three in any 12-month period. The provisions of this section shall not apply for a period of three months from the date a permit is issued by the city for the installation of an automatic fire detection system. The Fire Marshal shall determine whether a false alarm signal has been transmitted and the frequency of such false alarm signals, and the city shall notify alarm users of amounted owed to the city and shall make demand thereof pursuant to the provisions of this section.

2. False alarms could also be defined as excessive public assist calls wherein no medical services are provided.

Sec. 9-8. - Alarm Registration.

All required fire alarm systems must comply with the requirements of chapter 2.5, Code of Ordinances.

Sec. 9-9. Fire Protection Water Supply Requirements.

1. In accordance with NFPA 24 (2013) Section 5.1.1, design of water based suppression systems that are not supplied by fire pumps, shall be based on drought conditions (45 psi static per the Utilities Department).

2. New construction projects must provide the results of a hydrant flow test performed by the Fire Rescue Department, indicating a fire flow not less than 1500 gpm @ 20 psi above domestic use. This applies to new or existing hydrants within the required 200 feet of the facility.

3. The required fire flow for hydrants protecting high-rise buildings shall be 3000 gpm @ 20 psi above domestic use.

4. Hydrants not in service (no water available) shall be covered with a black plastic bag so as not to be mistaken for active hydrants available for fire suppression.

5. Water meters are prohibited on fire sprinkler supply lines.

Sec. 9-10. Fire Hydrants and Fire Department Connections

1. Reflective blue markers shall be placed to indicate the location of a hydrant.

2. Reflective red markers shall be placed to indicate the location of fire department connections to a sprinkler or standpipe system.

3. Fire hydrants shall be painted red in accordance with specifications approved by the Fire Chief.

4. A fire hydrant shall be located within one hundred (100) feet of the fire department connection, along access roadways with all-weather driving surfaces, distance measured as the fire truck travels.

ARTICLE III. FIRE CODES

Sec. 9-11. Open Fires

1. *Defined.* Open Fires are defined as any outdoor fire or open combustion of material except barbecuing. Charcoal and propane fires, which are contained within a

manufactured hibachi, grill, smoker or gas grill for food preparation, do not constitute open burning.

2. *Prohibited generally.* It shall be unlawful to have any open fires within the city limits on public or private property, except for fire training purposes or recreational or ceremonial occasions for which written permits from the Fire Rescue Department are required.

Sec. 9-12. Roadway Security Gates and Emergency Access

1. All security gates across roadways used by emergency response vehicles must be provided with an authorized key box or key switch to operate the gate in addition to any other devices specified by the Fire Chief. Information on where authorized key security boxes can be obtained is available from the Fire and Life Safety Division.

2. In case of power failure, any electronic gate shall open automatically and remain open until power is restored.

3. In the event that emergency personnel are unable to gain rapid entry with the methods above, forcible entry methods to gain entry may be used. The city and/or the Fire Rescue Department shall not be responsible for, nor incur any costs as a result of gaining access to a specific area.

4. Trees with branches over areas accessible to fire apparatus must maintain sixteen (16) feet of vertical clearance. Vegetation shall not intrude into the roadway such that would limit the free passage of emergency vehicles.

Sec. 9-13. Key Boxes/Entry Systems

In all new and existing buildings, except individual residential dwelling units of any kind, there shall be installed a key box for such areas or buildings when the Fire Marshal determines that access to or within a structure or an area is unduly difficult because of secured doors and windows, security gates, or where immediate access is necessary for all life-saving or firefighting purposes. The key box shall be a type approved by the Fire Marshal, and shall contain:

1. Keys to locked points of egress, whether in common areas or on the interior or exterior of such buildings;

2. Keys to locked mechanical equipment rooms;

3. Keys to fire alarm control panels;

4. Keys to suppression system components;

5. Keys to locked electrical rooms;

6. Keys to elevator controls; and

7. Keys to other areas where fire rescue personnel may need emergency access as directed by the Fire Marshal. The Fire Marshal shall approve the location of the lock box.

Sec. 9-14. Control of Automatic Elevators; Emergency Use

1. Emergency auxiliary power required.

A. Emergency auxiliary electrical power shall be provided for all elevators equipped with the key switch service for fire rescue services department personnel. The auxiliary power supply shall be capable of supplying power to the elevators for a period of at least 24 hours. The auxiliary power supply shall be approved by the fire rescue services department.

B. Emergency auxiliary power shall remain on for the car in use by firefighters regardless of selection switch devices, which may also be installed to rotate emergency power to other cars in the building.

C. No more than 10 seconds shall be required for the auxiliary power to be in full operation and the operation of the emergency power supply shall automatically transfer to the firefighters' service car.

D. A maintenance schedule shall be maintained in the generator equipment room to record all tests and operation of such auxiliary power equipment. The records shall be posted and available to the fire rescue services department at all times.

E. All auxiliary power equipment and automatic transfer apparatus shall be tested weekly.

F. For all buildings, which are designed and constructed having separate towers, each tower shall be treated as though it were a separate building.

2. In all buildings equipped with automatic elevators, at least one (1) designated elevator servicing all floors of the structure shall be arranged for emergency use (firefighter's service) by Fire Department personnel. The control of automatic elevators shall meet the requirements as set forth under the state elevator code and ASME/ANSI, A17.1.

3. Emergency use elevator to be identified

4. A standard emergency access door key shall be provided for all elevators in the city

Sec. 9-15. Fireworks

1. The term ***Fireworks*** shall mean and include any combustible or explosive composition, or any substance or combination of substances, or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation, as defined by F.S. Ch. 791.

2. The Fire Marshal may adopt reasonable rules and regulations for the granting of permits for supervised displays of fireworks by the city, fair associations, civic groups, and other organizations or groups of individuals. Prior to any outdoor use of fireworks, pyrotechnic special effects, flame effects, or any other item listed in subsection (a) or (b) of this section, a permit shall be obtained from the City Manager, or designee, after submission of an application for such permit and payment of an application fee. Such outdoor use shall be in accordance with NFPA Code 1123 and NFPA Code 1124. The City Manager, or designee, may include such conditions in such permit as deemed necessary to ensure compliance with all applicable requirements and protect the public health, welfare and safety, including but not limited to payment of inspection fees. No permit granted hereunder shall be transferable.

3. Before the issuance of a permit for a display of fireworks, the applicant shall furnish proof of financial responsibility, in the form of liability insurance with a minimum of $1,000,000.00 coverage for each occurrence to satisfy claims for damages to property or personal injuries arising out of any act or omission on the part of the applicant or any agent or employee thereof, in such amount, character and form as the Fire Marshal determines to be necessary for the protection of the public.

4. No permit shall be issued under the provisions of this section to an applicant not having an established place of business within the state for conduct of a display of fireworks until the applicant has fulfilled the legal requirements for service of process upon the person or entity seeking a permit. In the case of a corporation, proof of registration with the Secretary of State, as a nonresident corporation shall be required.

5. During times of water shortages or water shortage emergencies, as determined by the South Florida Water Management District and/or the city and defined in Chapter 40E-21, Florida Administrative Code, as it may be amended from time to time; the possession, use or sale of consumer fireworks, including sparklers as defined in F.S. § 791.01(8), is prohibited within the city limits without a permit as discussed above.

9-16. Fees for Fire Code Inspections and Other Fire Code Inspection-Related Services

Fees shall be charged to the user/consumer for new construction permits, inspections and yearly fire prevention code inspections and re-inspections performed on structures or

buildings by the Fire Rescue Department as set forth in a resolution adopted by the city commission. Fees for other fire code inspection-related services, including, but not limited to, fire pump tests, hydrant tests, and preliminary plans review, shall be charged to the user/consumer as set forth in a resolution adopted by the city commission.

Sec. 9-17. Requirements for High-Rise Buildings

1. The following life safety features shall be provided and maintained in working order by the property owner in accordance with approved plans and specifications and shall be tested, certified and proved to be in proper working condition at the owners cost to the satisfaction of the Fire Marshal before issuance of the Certificate of Compliance.

    a. *Equipment storage rooms.* Equipment rooms or areas as described in the Fire Department Design Guide, for purpose of storing equipment for Fire Department use shall be provided.

Sec. 9-18. – Public Safety Radio Communication System

In all new buildings, minimum radio signal strength for public radio signals shall be required within the building. In buildings that cause reduction of public safety radio signals below the acceptable level for reliable communications, a bi-directional amplifier (BDA) shall be required. In buildings where phone jacks are required as part of an alarm system, a BDA shall be installed and maintained by the building owner, in lieu of the phone jacks. Installation and signal strength shall be the minimum requirements per NFPA 1, Annex O (In-Building Public Safety Radio Enhancement Systems) or NFPA 72 edition, or as specified by the AHJ.

ARTICLE IV. FIRE AND LIFE SAFETY DIVISION

Sec. 9-19 Inspection complaint; Order to Remedy Danger; Evacuation of Occupied Buildings or Structures

1. The Chief of the Fire Rescue Services Department, the Fire Marshal, or Fire Inspector of the Fire and Life Safety Division may order the immediate cessation of any activity, operation or process, when such operation, activity, or process is deemed to constitute a severe and immediate hazard to persons or property.

2. It is unlawful for any person who, after being served with either a verbal or written order to cease such severe and immediate hazardous activity, operation or process, to fail or refuse to comply with such an order.

3. The Fire Marshal, or designee may order the immediate evacuation of any occupied building or structure or assembly area when such building, structure or assembly

area is deemed hazardous due to fire hazard, obstruction to exits, overcrowding of the premises, or any other hazard or potential which presents immediate danger to the occupants. The premises or any portion thereof may not be reoccupied until it has been examined and deemed free of the hazard or potential which caused the evacuation to be ordered. Persons refusing to obey either a verbal or written order of the Fire Marshal or designee shall be subject to immediate arrest.

Sec. 9-20. - Authority to Require Employment of Standby Emergency Services Personnel for Events Held Within the City

1. The Fire Marshal or designee is hereby authorized to require the employment of one or more standby city emergency services personnel, by any owner, lessee, agent or promoter, when in the Fire Marshal's opinion it is essential that such personnel be on duty in any place of public assembly or any other place where people congregate. The determination that standby emergency services personnel are required shall be based upon the number of persons in attendance and the nature of the performance, exhibition, display, contest, event or activity. While so employed, such personnel shall be subject to the fire chief's orders at all times and shall be in uniform and remain on duty during the times such places or events are open to the public, or when the activity is being conducted. Paramedics or EMTs shall not be required or permitted, while on duty, to perform any other duties than those specified in this article.

2. Standby emergency services shall be provided exclusively through the City Fire Rescue Department. The Fire Rescue Department is authorized to charge for services rendered under this section, based upon the fire rescue department's cost to provide the required level of emergency services including, any administrative expenses. The Fire Chief may reduce or waive fees if deemed appropriate.

Sec. 9-21. Definitions; Authority and Responsibility; Cost Recovery for Special Operations and Clean-up of Hazardous Materials.

1. For the purpose of this section, the following words and phrases shall have the meanings given herein:

   A. *Costs.* Those necessary and reasonable costs incurred by the city in connection with investigating, mitigating, minimizing, removing or abating discharges of hazardous substances, or in connection with costs incurred by any activity of the special or tactical operations unit including but not limited to actual labor costs of city personnel or its authorized agents; costs of equipment operation and rental; costs of expendable items, including but not limited to firefighting foam, chemical extinguishing agents, absorbent material, sand, recovery drums, acid suits, acid gloves, goggles and protective clothing.

B. *Discharge.* Any intentional or unintentional action or omission resulting in the releasing, spilling, pumping, pouring, emitting, emptying or dumping of a hazardous substance upon public or private property located within the corporate limits of the city.

C. *Hazardous substances.* Any substances or materials in a quantity or form which in the determination of the Fire Department pose an unreasonable and imminent risk to the life, health, safety or welfare of persons or property within the city and shall include but not be limited to those substances listed in the NFPA Guide on Hazardous Materials or the EPA's list of extremely hazardous substances, or the Florida Substance List promulgated by the state department of labor and employment security.

2. The Fire Rescue Department is hereby authorized to take such steps as necessary to clean up, remove or abate the effects of any hazardous substances discharged upon or into public or private property or facilities located within the corporate limits of the city, and is authorized to use its special or tactical operations unit to effectively deal with specific emergencies, including, but not limited to, high-angle, confined space, and other forms of vertical rescue.

3. Any person responsible for causing or allowing an unauthorized discharge of hazardous substances which requires action by the Fire Rescue Department or its authorized agents in order to protect the public health, safety or welfare shall reimburse the city for the full amount of all costs associated with the investigating, mitigating, minimizing, removing and abating any such discharge, or otherwise providing relief to a life-threatening situation involving special and tactical operations. Reimbursement shall be made within thirty (30) days after receipt of an itemized bill for such costs from the city.

4. When responding to the emergency caused by the unauthorized discharge of hazardous substances, or to an emergency requiring the use of the special or tactical operations unit, the Fire Rescue Department shall keep a detailed record of the cost attributable thereto.

5. The authority to recover costs under this section shall not include costs incurred for actual fire suppression services, which are normally or usually provided by the Fire Department or its authorized agents.

6. Any person responsible for causing or allowing an unauthorized discharge of hazardous substances, or responsible for an emergency requiring the use of the special operations and tactical unit, and who fails to reimburse the city within the time set forth herein shall be subject to a late fee in the amount of 10% of the total amount of the bill for each additional day that the bill for such costs remains unpaid.

7. The remedy provided for in this section shall be supplemental to and in addition to all other available remedies by law and equity.

Secs. 9-22—9-120. Reserved.

Section 4. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 6. This Ordinance shall become effective on passage.

FIRST READING this ____ day of _____, 2018.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Christina L. Romelus	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION:
The Mayor has requested that legal update the Commission on opioid and gun lawsuits that are occurring around the state. ***(Tabled to May 1, 2018)***

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE 18-006 - SECOND READING - PUBLIC HEARING - Approval of Ordinance amending Section 18-164 of the Code of Ordinances to provide for mutual consent regarding use of the 185 money; amending Section 18-169 to add normal retirement age definition for members who retire with (20) years of service only retirement, to provide for payment of death benefits to a designated beneficiary in the event that there is no spouse, and to add ten year vesting for Police Officers hired on or after October 1, 2016; adding a new Section 18-178 to add a rehire after retirement provision. ***(Tabled to May 15, 2018)***

EXPLANATION OF REQUEST: The attached ordinance has been prepared by the Attorney for the Police Pension board and is intended to reflect the mutual consent agreement incorporated in the last collective bargaining agreement.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Ordinance	Ordinance amending Police Pension to provide for mutual consent agreement and to add the rehire after retirement provision
Attachment	Excerpt from Collective Bargaining Agreement

ORDINANCE 18-

AN ORDINANCE OF THE CITY OF BOYNTON BEACH FLORIDA AMENDING ARTICLE III OF CHAPTER 18 OF THE BOYNTON BEACH CODE OF ORDINANCES ENTITLED MUNICIPAL POLICE OFFICERS' RETIREMENT TRUST FUND AMENDING SECTION 18-164 TO PROVIDE FOR MUTUAL CONSENT REGARDING USE OF THE 185 MONEY; AMENDING SECTION 18-169 TO ADD A NORMAL RETIREMENT AGE DEFINITION FOR MEMBERS WHO RETIRE WITH A YEARS OF SERVICE ONLY RETIREMENT, TO PROVIDE FOR PAYMENT OF DEATH BENEFITS TO A DESIGNATED BENEFICIARY IN THE EVENT THAT THERE IS NO SPOUSE, AND TO ADD TEN YEAR VESTING FOR POLICE OFFICERS HIRED ON OR AFTER OCTOBER 1, 2016; ADDING A NEW SECTION 18-178 TO ADD A REHIRE AFTER RETIREMENT PROVISION; PROVIDING FOR CODIFICATION CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Internal Revenue Code governs rehire of City of Boynton Beach Retirees and contains provisions which allow for in-service distributions under certain circumstances;

WHEREAS, the Board of Trustees ("Trustees") of the Boynton Beach Police Officers Pension Fund ("Fund") recommends amendment of Article III, Section 18-169 of the Plan to comply with the Code;

WHEREAS, the City and the Palm Beach County Police Benevolent Association ("Union") have agreed in collective bargaining to mutually consent regarding the use of the Chapter 185 monies under the Florida Statutes §185.35 which requires an amendment to the Fund Plan document in the City Code;

WHEREAS, the City and the Union have agreed in collective bargaining to provide for ten year vesting for members hired on or after October 1, 2016;

WHEREAS, the Board recommends adding a provision to allow the payment of benefits to a designated beneficiary of a deceased member in the event that there is no spouse to save the heirs the cost of opening an estate; and

WHEREAS the City Commission of the City of Boynton Beach Florida desires to so amend the Boynton Beach Police Officers Pension Fund.

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH FLORIDA

Section 1. The foregoing **WHEREAS** clauses are hereby certified as being true and correct and are incorporated herein by this reference.

Section 2. Section 18-164 of Article III of Chapter 18 of the Boynton Beach Code of Ordinances is hereby amended as follows:

Sec. 18-164. Creation and maintenance of fund and retirement system.

* * *

(b) The fund shall be maintained in the following manner:

(1) By payment to the fund of the net proceeds of the .85% excise tax which is imposed by the City of Boynton Beach upon certain casualty insurance companies on their gross receipts of premiums from holders of policies, which policies cover property within the corporate limits of the City of Boynton Beach as authorized in F.S. Chapter 185, amended. These amounts are to be deposited with the Board of Trustees within five days of receipt by the municipality. F.S. Ch. 185. **In November of 2017 and November of 2018 only, $30,000.00 of the insurance premium excise tax provided for in this subsection will be used by the City to offset the unfunded actuarial liability of the Fund. The remainder of the Funds will be used as set forth in Section 18-169(f) of the Plan, which provides for a supplemental benefit as defined in Florida Statutes §185.02(22).**

(2) By the payment to the fund of 7% of the salary of each full time police officer duly appointed and enrolled as a member of the City of Boynton Beach Police Department; which 7% shall be picked up, rather than deducted, by the City of Boynton Beach from the compensation due to the Police Officer and paid over to the Board of Trustees of the Boynton Beach Police Officers' Pension Fund on a bi-weekly basis. All pickup contributions shall be treated as employer contributions for the purposes of determining tax treatment under the Internal Revenue Code of 1986, as amended. All such pick up amounts shall be considered as employee contributions for purposes of this plan. The percentage deducted from the police officers' salaries are to be deposited with the Board of Trustees immediately. F.S. Ch.185, Boynton Beach Code of Ordinances Sec. 18-170.

(3) By all fines and forfeitures imposed and collected from any police officer because of the violation of any rule and regulation adopted by the Board of Trustees. F.S. Ch. 185.

(4) By mandatory payment at least quarterly by the City of Boynton Beach a sum equal to the normal cost and the amount required to fund any actuarial deficiency shown by an actuarial valuation as provided in F.S. Chapter 112, Part VII. F.S. Ch. 185. On an annual basis, the Board of Trustees will evaluate the actuarial assumptions used.

(5) By all gifts, bequests, and devises when donated to the fund. F.S. Ch. 185.

(6) By all accretions to the fund by way of interest or dividends on bank deposits, or otherwise. F.S. Ch. 185.

(7) By all other sources or income now or hereafter authorized by law for the augmentation of the Boynton Beach Police Officers' Pension Fund. F.S. Ch. 185.

Section 3. Section 18-169(a) of Article III of Chapter 18 of the Boynton Beach Code of Ordinances is hereby amended as follows:

Sec. 18-169. Requirements for retirement- benefit amounts.

(a) *Normal retirement*.

(1) *Normal retirement date*. The normal retirement date of each police officer will be the first day of the month coinciding with, or next following, the date on which he or she has attained and completed 20 years of service, or the first day of the month coinciding with, or next following, the date on which the police officer has attained age 55 and completed ten years of service. **In the case of a retirement with twenty (20) years of service, effective January 1, 2017, Normal Retirement Age is the age a police officer has attained when retired at twenty (20) years of service.**

Section 4. Section 18-169(d) of Article III of Chapter 18 of the Boynton Beach Code of Ordinances is hereby amended as follows:

Sec. 18-169 Requirements for retirement- benefit amounts

****

(d) *Death benefit.*

(1) If any member shall die prior to retirement or other termination of employment with the city and that death is found by the Board of Trustees to have occurred in the line of duty regardless of the years of service, a death benefit shall be payable to the deceased member's spouse. The benefit shall equal 3.5% of average final compensation for each year of continuous service; provided, however, the benefit will be at least 30% of average final compensation. It shall be payable in equal monthly installments commencing the first day of the month following the date of death and ceasing upon the death of the spouse. If there is no spouse**, the deceased member's accrued benefit shall be payable to the designated beneficiary on file with the Board of Trustees,**

payable as the Contingent Annuitant 100% survivor benefit. If there is no spouse or designated beneficiaries the benefit, if any, will be paid to the deceased participant's estate. Effective September 3, 2015, for all police officers hired on or after October 1, 2015, the 3.5% multiplier provided for in this paragraph shall be 3.0%.

(2) If any member with at least ten years of continuous service shall die prior to retirement or other termination of employment with the city, a death benefit shall be payable to the deceased member's spouse. The benefit shall equal 3.5% of average final compensation for each year of continuous service. It shall be payable in equal monthly installments commencing the first day of the month following the date of death and ceasing upon the death or remarriage of the spouse. If there is no spouse, **the deceased member's accrued benefit shall be payable to the designated beneficiary on file with the Board of Trustees, payable as the Contingent Annuitant 100% survivor benefit. If there is no spouse or designated beneficiaries**, the benefit, if any, will be paid to the deceased participant's estate. Effective September 3, 2015, for all police officers hired on or after October 1, 2015, the 3.5% multiplier provided for in this paragraph shall be 3.0%.

(3) If a member dies before being eligible to retire, the heirs, legatees, beneficiaries or personal representatives of such deceased member shall be entitled to a refund of 100% of the contributions made by the member to the fund, without interest.

Section 5. Section 18-169(e) of Article III of Chapter 18 of the Boynton Beach Code of Ordinances is hereby amended as follows:

(e) *Separation from service.*

(1) **The vesting period for members hired on or after October 1, 2016 is ten (10) years. The vesting period for members who were hired before October 1, 2016 and terminated after October 1, 2002 is five (5) years of service.** ~~Effective for terminations on and after October 1, 2002, if~~ **If** a member leaves the service of the city before **vesting** ~~accumulating aggregate time of five years toward retirement and before being eligible to retire~~, such member shall be entitled to a refund of all of his or her contributions made to the fund, without interest.

(2) ***Benefit Commencement Date for Ten Year Vesting*** If any member who had been in the service of the city for at least ten years elects to leave his or her accrued contributions in the fund, such police officer upon attaining age 50 years or more (without reaching what would have been 20 years of service had he or she not terminated his or her employment) may receive an early retirement benefit at the actuarial equivalent of the amount of such retirement income otherwise payable to him or her at early retirement or upon attaining what would have been normal retirement had he or she not terminated his employment, such police officer may receive his or her accrued normal retirement benefit.

(3) ***Benefit Commencement Date for Five Year Vesting:*** ~~Effective for terminations after October 1, 2002, if~~ **If** any member who had been in the service of the city for at least five years elects to leave his or her accrued contributions in the fund, the police officer upon attaining age 55 with ten or more years of service (had he or she not terminated employment) or reaching what would have been 20 years of service (had he or she not terminated his or her employment), may receive the accrued normal retirement benefit. The member may receive the benefits payable in the normal form or any option available under Section 18-170.

Section 6. A new Section 18-178 is added to Article III of Chapter 18 of the City of Boynton Beach Code as follows:

Sec. 18-178. - Reemployment after retirement.

(a) Any Retiree who is retired under this fund, except for disability retirement, may be reemployed by any public or private employer, except the City, and may receive compensation from that employment without limiting or restricting in any way the retirement benefits payable under this fund. Reemployment of a Retiree by the City on or after January 1, 2017 shall be subject to the limitations set forth in this section.

(b) Reemployment in a position other than as a Police Officer or in a position supervising police officers. Notwithstanding any other provision of this Plan, a Retiree who is retired from the Fund on a Normal Retirement at Normal Retirement Age and who is subsequently reemployed by the city in a position other than as a Police Officer or in a position supervising police officers shall, upon being reemployed, continue receipt of benefits from this Fund. The benefit paid from this Fund shall not be changed in any way by such reemployment. These payments shall be considered in-service distributions.

(c) Reemployment as a Police Officer. In the event a Retiree who is retired from the Fund is subsequently reemployed by the city as a Police Officer or into a position that supervises Police Officers, the benefit payable to the Retiree from this Fund shall be suspended for the period of such reemployment, until the Retiree terminates employment with the city.

(1) If by virtue of re-employment as a Police Officer, the retiree is eligible to participate in this plan, the retiree shall be deemed to be one hundred (100) percent vested upon re-employment.

(2) The additional credited service accrued during the subsequent employment period shall be used in computing a second benefit amount attributable to the subsequent employment period, which benefit amount shall be added to

the benefit determined upon the initial retirement to determine the total benefit payable upon final retirement.

(3) Calculations of benefits for each retirement shall be based upon the benefit accrual rate, average annual earnings, credited service, cost-of-living adjustment as of that date and the retirement benefit amount for any subsequent employment period shall be based upon the benefit accrual rate, average annual earnings (based only on the subsequent employment period), credited service, cost-of-living adjustment, if applicable, as of the date of subsequent retirement.

(4) The optional form of benefit and any joint pensioner selected upon initial retirement shall not be subject to change upon subsequent retirement except as otherwise provided herein, but the member may select a different optional form and joint pensioner applicable to the subsequent retirement benefit.

(d) Re-employment of terminated vested persons. Re-employed terminated vested persons, including those elected or appointed to the City Commission, shall not be subject to the provisions of this section until such time as they begin to actually receive benefits after termination of employment in accordance with Section 18-169(e).

(e) Notwithstanding any provision of subsection (a), (b), (c) or (d) above, a Retiree who has retired on an Early Retirement or a Disability Retirement may not be reemployed by the city and continue to receive a benefit from this Fund. Retirement pursuant to an early retirement incentive program shall be deemed early retirement for purposes of this section if the member was permitted to retire prior to the customary retirement date provided for in the plan at the time of retirement.

Section 7. It is the intention of the City Commission of the City of Boynton Beach that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Boynton Beach Florida The Sections of this ordinance may be renumbered re-lettered and the word Ordinance may be changed to Section Article or such other word or phrase in order to accomplish such intention.

Section 8. All Ordinances or parts of Ordinances Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict. If any clause section or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid such unconstitutional or invalid part or application shall be considered as eliminated and so not effecting the validity of the remaining portions or applications remaining in full force and effect.

Section 9. This Ordinance shall become effective upon passage, unless otherwise provided for in this amendment.

FIRST READING this ____ day of _____, 2018.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Christina L. Romelus	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Joe Casello	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

ARTICLE 39

PENSION

Section 1. Bargaining Unit Members hired on or after October 1, 2015 will have a pension multiplier of three percent (3%).

Section 2. Upon ratification of this Agreement, the City and the Union conformed to the statutory requirement to negotiate provisions of SB 172, codified as Laws of Florida 2015-39 by entering into a Mutual Consent Agreement. The Mutual Consent Agreement is attached hereto as Addendum "B."

Section 3. The vesting period for Police Officers and Detectives hired on or after October 1, 2016 is ten (10) years.

Section 4. The City and Union agree to reopen this Article at the request of City during year three of this contract.

UNION CONTRACT – ADDENDUM "B"

MUTUAL CONSENT AGREEMENT

(Use of Insurance Premium Tax Revenue)

This Mutual Consent Agreement is entered into between the CITY OF BOYNTON BEACH, a Florida municipal corporation, whose address is 100 E. Boynton Beach Boulevard, Boynton Beach, FL 33435 (the "CITY") and the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION ("PBA") POLICE OFFICERS AND DETECTIVES, POLICE SERGEANTS, AND POLICE LIEUTENANTS.

WHEREAS, the 2015 Florida Legislature enacted legislation (Chapter No. 2015-39, Laws of Florida), hereinafter "Legislation" regarding the use of insurance premium tax revenue ("IPTR"); and

WHEREAS, the City has a retirement pension plan and fund for police officers known as the Boynton Beach Police Officers' Pension Fund ("Fund") that exceeds the minimum benefits and minimum standards established by the State of Florida for public employee firefighter pension plans as set forth in chapter 185, Florida Statutes; and

WHEREAS, the Legislation provides that use of IPTR, including any accumulations of additional premium tax revenues which have not been allocated to fund benefits in excess of the minimum benefits, may deviate from the provisions of the Legislation by mutual consent of the members' collective bargaining representative (PBA).

NOW THEREFORE, the City and Unions agree as follows:

1. The foregoing Whereas clauses are true and correct.

2. The total of sixty thousand dollars ($60,000) of IPTR whether base premium tax revenue or additional premium tax revenue, received by the City will be used to reduce the City's unfunded liability to the Boynton Beach Police Officers' Pension Fund. These funds will be provided to the City in $30,000 increments by November 2017 and November 2018.

3. This Consent Agreement takes effect when signed by PBA and City.

Signature Page follows

TA – PBA

TA City

THE CITY OF BOYNTON BEACH

Lori LaVerriere, City Manager

ATTEST:

City Clerk

BOYNTON BEACH POLICE OFFICERS AND DETECTIVES, POLICE SERGEANTS, AND POLICE LIEUTENANTS

John Kazanjian, President

APPROVED AS TO LEGAL FORM:

City Attorney

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION:
Staff to review PBC Ordinance on Panhandlers - **May 2018**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION: Approve Quantum Lakes Villas West Major Site Plan Modification (MSPM 17-001) for 104 Multi-family rental units and associated recreational amenities and site improvements, as well as a request for four (4) setback waivers, located on Lot 52 of Quantum Park, in the PID (Planned Industrial Development) zoning district. Applicant: John Lyon, Olen Properties. - **May 15, 2018**

EXPLANATION OF REQUEST:
Mr. Dale Lyon with Olen Development is proposing a major site plan modification for 104 multi-family units (rental apartments) in 4, two-story buildings, and associated recreational amenities and site improvements on a total of 4.41 acres. Olen Development received major site plan modification approval in 2012 (application 12-003) for essentially the same project, however the 18 month approval period expired before the building permit could be issued. The project was resubmitted in 2017 and reviewed by staff when it was discovered that a note on the corresponding Quantum Park Plat requires buildings to be setback a minimum of 15 feet from any easement. As the plans were designed to place the buildings at or near the easements on the north and west sides, the review process was halted. The applicant subsequently filed an amendment to the plat (replat of Lot #52) to remove the note . The City Commission reviewed and approved the replatting request at their March 20, 2018 meeting. As such, the site plan was removed from hold, and scheduled for the appropriate hearings.

The minimum required perimeter building setbacks in the PID zoning district are 30' for the front, rear and side corner yards and 20' for the side interior yard. The PID regulations allows for waivers to be requested of various development requirements including setbacks, based upon the submittal of justifications by the developer. The previous site plan approval (MSPM 12-003) granted setback waivers as follows: front (north) – 15', rear (south) – 2', side corner (west) – 15', and side interior (east) – 3'. After the project approval expired and a pre-application meeting was held with the applicant in preparation of resubmittal of project plans, staff requested the buildings be setback farther from the drainage lakes, in an effort to create a minimal rear yard for the units and to provide greater area for lake maintenance needs. The applicant revised the plans to increase these to a seven (7) foot rear and interior side setback, while maintaining the previously approved 15 foot setback against the road rights-of-way on the north and west sides, and submitted updated waiver requests to all required yard setbacks and justifications for the deviations. The justifications include the fact that the reduced setbacks do not abut any private properties, with the front (north) and corner side (west) property lines adjacent to street right-of-ways and the rear (south) and interior side (east) property lines abutting a Quantum Park drainage lake. Staff believes the impacts to be minimal and would not affect any private properties and based upon the applicant's justification, other similarly approved projects and City Commission approval of the Replat of Lot 52, and recommends approval of the Major Site Plan Modification and waiver requests.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? N/A

FISCAL IMPACT: Fees from permit applications and taxable improvements.

ALTERNATIVES: None recommended.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION: N/A.

Is this a grant?

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION: Approve Boynton Village & Town Center Master Plan Modification (MPMD 18-002) to amend the previous approvals for SMU Parcel 1 from 115 single-family homes to 378 apartments and 55 townhomes, while reducing the total number of the approved residential unit allotment within the entire master plan from 1,120 to 1,115. Applicant: John Markey, JMK Developers. - **May 15, 2018**

EXPLANATION OF REQUEST:
The 106-acre master plan for Boynton Village & Town Center has been amended numerous times since approximately 2012. This latest request is to amend the previous approvals for SMU Parcel 1 from 115 single-family homes to 378 apartments and 55 townhomes. The SMU Parcel 1 is approximately 20-acres in size, and is located at the NE corner of Old Boynton Road and Renaissance Commons Boulevard. It is the last remaining vacant parcel of the Boynton Village & Town Center master plan to seek site plan approval. Staff considers the modifications to the approved master plan to be non-substantial, as the requested development falls within the parameters of the original master plan allotments, and is actually a reduction in total dwelling units from 1,120 to 1,115.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? N/A

FISCAL IMPACT: Revenue associated with the permit fees and increased property value.

ALTERNATIVES: None recommended.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION: N/A

Is this a grant?

Grant Amount:

CITY OF BOYNTON BEACH AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION: Approve Cortina III Major Site Plan Modification (MSPM 18-003) to construct 378 apartments, 55 townhomes, and related site improvements on SMU Parcel 1 of the Boynton Village & Town Center master plan. Applicant: John Markey, JMK Developers. - **May 15, 2018**

EXPLANATION OF REQUEST:
Ms. Joni Brinkman of Urban Design Kilday Studios, representing JMK Developers is requesting approval to construct 378 apartments, 55 townhomes and related site improvements on SMU Parcel 1 of the Boynton Village & Town Center master planned development. This application was filed with the companion application to amend the Master Plan (MPMD 18-002) changing the development designated for SMU Parcel 1 from 115 single-family homes to 378 apartments and 55 townhomes, while reducing the total number of the approved residential unit allotment within the entire master plan from 1,120 to 1,115. The applicant submitted an updated traffic equivalency statement to Palm Beach County Traffic Engineering for the master plan amendment and proposed site plan. The County has determined the amendment does not have a significant peak hour traffic impact on the roadway network and therefore meets the Traffic Performance Standards of Palm Beach County. Based upon the overall development depicted within the new master plan, the new daily trips are proposed to be reduced by 1,901 from the development approved in 2014 (674 apartments, 319 condominiums, 115 single family dwelling units 399,000 square feet of commercial, 12,000 square feet of medical office and 10,000 square feet of general office). The AM Peak hour trips are proposed to be reduced by 36 and the PM Peak hour trips reduced by 152.

The 378 apartments are proposed within nine (9) 4-story buildings. The 55 townhomes are designed into eleven (11) 2-story buildings. These 2-story townhome buildings are proposed along the east side of the parcel to provide a transition between the proposed apartment buildings and the single-family residential development (Sky Lake) to the east.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? N/A

FISCAL IMPACT: Revenue associated with permit fees and increased property value.

ALTERNATIVES: None recommended.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N?A

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION: N/A

Is this a grant?

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION:
Staff to bring information concerning the following land parcels for the Commission to review - **TBD**
Nichols Property
Rolling Green
Girl Scout Park

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION:
Commissioner Katz has requested the City Attorney to provide update on legal issues with QPODD - **TBD**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION: Staff to bring back to Commission results of negotiation with property owner a real estate purchase and sale agreement between the City of Boynton Beach and Brittany Bumgardner for a vacant parcel at the end of SW 24th Avenue adjacent to I-95. - **TBD**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION: Staff to report on the possibility of the City beginning a Bike Share Program - **May 15, 2018**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION:
Mayor Grant to discuss PBC Transportation Planning Agency, Nick Uhren, Executive Director will be present - **May 15, 2018**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION: Agreement for Textile Recycling Franchise Agreement with FLSC, LLC dba Florida Textile Recycling Program for an exclusive City-Wide program - **May 15, 2018**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/1/2018

REQUESTED ACTION BY COMMISSION:
Announce Budget Workshop dates and times:
Public Input Budget Workshop, Tuesday, May 29, 2018 @ 6:30 P.M. at Intracoastal Park Clubhouse; and

Budget Workshops at Intracoastal Park Clubhouse;
Monday, July 16, 2018 @ 5:00 P.M.
Tuesday, July 17, 2018 @ 10:00 A.M.
Wednesday, July 18, 2018 @ 2:00 P.M.

EXPLANATION OF REQUEST:
Our FY 2018/2019 Budget process is underway. Budget Workshops are scheduled to be held July 16-18, 2018 at the Intracoastal Park Clubhouse.

The Commission adopts a Preliminary Fire Assessment Resolution and a Tentative Millage Rate Resolution at these workshops.

The following workshops have been scheduled:

Tuesday, May 29, 2018: 6:30 p.m. for Public Input Budget Workshop and;

Budget Workshops:

Monday, July 16, 2018: 5:00 p.m.
Tuesday, July 17, 2018: 10:00 a.m.
Wednesday, July 18, 2018: 2:00 p.m.

As a reminder, Tuesday, July 17, 2018 there will also be a regular City Commission meeting at 6:30 pm.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount: