The City of

Boynton Beach

City Commission Agenda

Tuesday, June 5, 2018, 6:30 PM

City Hall Chambers
100 E. Boynton Beach Blvd., Boynton Beach, FL 33435
Regular City Commission Meeting- REVISED - Item 12.C was added to the agenda.

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 McCray

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. Announce that the City is accepting applications for Community Representatives on the City Sustainability Team.

Applications will be accepted through July 6, 2018, information and application are available at www.boynton-beach.org/go-green/sustainability-team-application.

B. Announce Budget Workshop dates and times:

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.

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
Education and Youth Advisory Board: 1 Alt
Employee Pension Board: 1 Reg

Historic Resource Preservation Bd: 1 Reg
Senior Advisory Board: 2 Alts

B. Authorize City Commissioners to travel and hotel stay for the Florida League of Cities Annual Conference at the Diplomat Beach Resort in Hollywood, FL, August 16-18, 2018.

C. Appoint Voting Delegate for the Florida League of Cities Annual Conference, August 16-18, 2018.

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. R18-074** - Authorize the City Manager to sign the First Amendment to the Inter-local Agreement to issue a declaration of local state of emergency and upon request of the County, the City shall staff each emergency shelter located within its municipal boundaries.

B. **PROPOSED RESOLUTION NO. R18-075** - Approve the ranking as recommended by the Evaluation Committee and authorize the City Manager to sign an Agreement with Gehring Group, Inc. of Palm Beach Gardens, FL for RFP No. 012-1610-18/IT for Employee Benefits Consulting Services, in the monthly amount of $6,650 for an initial period covering July 1, 2018 thru December 31, 2019. The agreement allows for four (4) additional one-year renewal terms. The total amount of the initial eighteen (18) month term is $119,700.

C. **PROPOSED RESOLUTION NO. R18-076** - Adopting the City's Local Housing Assistance Plan (LHAP) for Fiscal Years 2018/19, 2019/20, and 2020/21. Plan approval is for the continuation of the State Housing Initiatives Partnership (SHIP) Program.

D. **PROPOSED RESOLUTION NO. R18-077** - Authorize the Mayor to sign an Interlocal agreement between the City of Boynton Beach and the Boynton Beach CRA for funding associated with the NW 11th Avenue Street and Utility Improvements as part of the Model Block Project.

E. Requesting Commission approval to make a donation of up to $5,000 from the Federal Forfeiture Law Enforcement Trust Funds to GBDC Entrepreneurship Institute.

F. Approve the grant adjustment for the Edward Byrne Memorial Justice Assistance Grant Program (JAG) (2016-DJ-BX-0603) and approve the purchase of desktop computers with the grant funds.

G. Approve utilizing Ten-8 Fire Equipment, Inc. of Bradenton, FL as a sole source vendor to service the City's Pierce Fire Trucks for an estimated amount of $100,000 for FY17/18.

H. Declare twenty four (24) Vehicles/Equipment as surplus and approve the disposition of these items via auction using various means.

I. Authorize utilizing the U.S. General Services Administration (GSA) Contract GS-35F-408AA with e-Builder, Inc. for annual renewal of licenses in the amount of $48,120 for the centralized Capital Project Management Software system used in the Utility Department. The City's procurement policies allows the use of GSA contracts.

J. Accept second quarter report on operations of the Schoolhouse Children's Museum an Learning Center for FY 17/18.

K. Approve the minutes from City Commission meeting held on May 15, 2018.

7. BIDS AND PURCHASES OVER $100,000

A. **PROPOSED RESOLUTION NO. R18-078** - Authorize the City Manager to sign a contract with Killebrew, Inc. of Lakeland, FL for construction of water distribution system watermain upgrades on Ficus and Hibiscus Tree Drive, as shown in the attached drawing in the

amount of $368,082.32 and a 10% contingency amount of $36,808 for unforeseen issues for a total cost of $404,890.32. Killebrew was awarded as Secondary Vendor as a result of Bid No. 036-2821-16/TP by the City on May 17, 2016.

B. Authorize utilizing the Palm Beach County Bid #17-005/ZG for Landscape Installation with A Cut Above Landscape & Maintenance, Inc. of Loxahatchee, FL for Public Works Forestry & Grounds Division to salvage and relocate existing trees and palms located within the Town Square project for an amount not to exceed $120,000. Palm Beach County's procurement process satisfies the City's competitive bid requirements.

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.

9. CITY MANAGER'S REPORT - None

10. UNFINISHED BUSINESS - None

11. NEW BUSINESS

A. Authorize the Finance Department to reduce the allowance for Uncollectible Account and the Accounts Receivable amount by $481,791.17 reflecting past due amounts on 2,593 customer accounts for the period between July 2014 through November 2017.

B. **PROPOSED RESOLUTION NO. R18-079** - Authorize issuance of $11,065,000 principal amount of Utility System Revenue Bond, Series 2018 in order to pay for capital improvements to the City's Utility System and to pay for certain costs of issuing the Series 2018 Bonds.

12. LEGAL

A. **PROPOSED ORDINANCE NO. 18-009 - FIRST READING -** Approve proposed Ordinance amending Chapter 15, Article VIII, Chronic Nuisance Property Code to clarify certain sections.

B. **PROPOSED ORDINANCE NO. 18-007 - SECOND READING - PUBLIC HEARING** - 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 used to enforce the ordinance and to clarify the process for registering abandoned property. ***(Tabled to 5-15-18, Tabled to 6-5-18)***

C. Pursuant to Section 286.011(8), Florida Statutes, the City Attorney is requesting a private attorney-client session of the City Commission to discuss pending litigation in the following case:

GAIL JENKINS AND LEON I. JENKINS, Plaintiffs/Counter Defendant vs. CITY OF BOYNTON BEACH, Defendant/Counter Plaintiff vs. MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., HOMECOMINGS FINANCIAL NETWORK INC and ALL OTHERS IT MAY CONCERN, Defendants – Case No. 50 2015 CA 000742XXXXXMD AH

13. FUTURE AGENDA ITEMS

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

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

C. Staff to report on the possibility of the City beginning a Bike Share Program - **June 19, 2018**

D. Approve Gas Station Regulations (CDRV 18-002) - Amending the LAND DEVELOPMENT REGULATIONS (LDR), Chapter 3. Zoning, Article IV. *Use Regulations*, Section 3.D, Use Matrix

and Notes to increase eligible locations for gas station siting in appropriate areas of the City. City initiated. **- June 19, 2018**

E. Approve Wawa Future Land Use Map Amendment & Rezoning (LUAR 18-001) to reclassify property from Office Commercial (OC) to Local Retail Commercial (LRC) and Rezone from C-1 Office Professional to C-3, Community Commercial. Applicant: Bonnie Miskel, Dunay, Miskel & Backman, LLP. **- June 19, 2018**

F. Approve Wawa Gas Station Conditional Use and Major Site Plan Modification requests (COUS 18-001/MSPM 18-002) to construct a gas station to include a 6,119 square foot convenience store, a 7,830 square foot canopy over nine (9) pump stations, and related site improvements, located in a C-3 Community Commercial zoning district. Applicant: T. Austin Simmons, Brightwork Real Estate Inc., VP / Agent: Bonnie Miskel, Esq., of Dunay, Miskel and Backman, LLP. **- June 19, 2018**

G. Approve Dog Activity World Group Conditional Use request (COUS 18-002) for a Pet Care (Boarding and Daycare) facility in an existing 20,000 square foot tenant space, located in the Shoppes of Woolbright at the northeast corner of Woolbright Road and SW 8th Street, within the PCD (Planned Commercial Development) zoning district. Applicant: Hannah Wickins. **- June 19, 2018**

H. Approve Zoning Use Amendments (CDRV 18-003) Amending the Land Development Regulations, Chapter 1, Article II. Definitions, and Chapter 3, Article IV, Section 3.D. (*Zoning Matrix and Notes*), to increase provisions for contractors offices, offices for civic/fraternal organizations, the sale of recreational boats and vehicles, diet and nutrition counseling services, cremation services, truck rental, and the sales of motor vehicles manufactured or assembled on-site. City initiated. **- June 19, 2018**

I. Approve Municipal Services & Infrastructure Site Standards (CDRV 18-004) Amending the Land Development Regulations, Chapter 3, Zoning, Article II. General Provisions, to exempt municipal emergency and support facilities, including essential services and infrastructure from certain building and site standards, facilitating the expeditious siting, design and construction of new and replacement of public improvements. **- June 19, 2018**

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

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

L. 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**

M. Discuss possibility of trolley service within the City - **TBD**

N. Commission wants to discuss public safety as it relates to the Town Square Redevelopment - **TBD**

O. Announce Budget Workshop dates and times:

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: 6/5/2018

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

Invocation

Pledge of Allegiance to the Flag led by Commissioner McCray

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: 6/5/2018

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: 6/5/2018

REQUESTED ACTION BY COMMISSION:
Announce that the City is accepting applications for Community Representatives on the City Sustainability Team.

Applications will be accepted through July 6, 2018, information and application are available at www.boynton-beach.org/go-green/sustainability-team-application.

EXPLANATION OF REQUEST:
The Sustainability Team currently consists of approximately 20 City staff members that meet every two (2) months on an ongoing basis. The team's purpose is to advance environmental sustainability and resilience in City operations and throughout Boynton Beach. The team contributes to developing and implementing the City's Climate Action Plan (CAP), a living document that recommends and tracks progress on sustainable programs and policies related to energy conservation, water conservation, renewable energy, infrastructure efficiency, recycling, electric and fuel efficient vehicles, environmental procurement, community outreach, financing, incentives, resilience planning, and more.

We will be accepting applications through July 6, 2018. The application is available in print and on the City website at https://www.boynton-beach.org/go-green/sustainability-team-application.

The Sustainability Coordinator will select two (2) or more Community Representatives to join the Sustainability Team. Preference will be given to applicants who meet the following criteria:

- Registered voter
- City resident
- Expertise in one or more relevant subject areas, as listed on the application
- Not currently serving as a regular member of any City Advisory Board
- Ability to attend team meetings every two (2) months for a term of two (2) years

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Boynton Beach's sustainability and resilience initiatives are framed within the City's Climate Action Plan (CAP) and will be continually integrated into other City plans and policies. The Sustainability Team's primary role is to develop and implement the CAP. Including Community Representatives on the Sustainability Team will help the City prioritize strategies and ensure alignment with the values and needs of our diverse community.

FISCAL IMPACT: Non-budgeted There is no impact to the City's budget.

ALTERNATIVES: Not announce that the City is accepting applications for Community Representatives on the City Sustainability Team.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: Yes

CLIMATE ACTION DISCUSSION: Climate Action Plan Implementation Initiative # 4.1.5(1): "The City should maintain its inter-departmental Sustainability Team to meet quarterly to evaluate the effectiveness of the City's operations and policies on energy conservation and sustainability."

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Other	Sustainability Team Application

City of Boynton Beach
Sustainability Team Application

Application Deadline: July 6, 2018

The Boynton Beach City Commission and Sustainability Coordinator are seeking Community Representatives to join the City's Sustainability Team. The team's purpose is to advance environmental sustainability and resilience in City operations and throughout Boynton Beach. As the City continues its work to reduce carbon emissions, adapt to climate impacts, and improve environmental quality, community input is crucial to prioritize strategies and ensure alignment with the values and needs of our diverse residents and business owners.

Boynton Beach's sustainability and resilience initiatives are framed within the City's Climate Action Plan (CAP) and will be continually integrated into other City plans and policies. The CAP is a living document that recommends and tracks progress on sustainable programs and policies related to energy conservation, water conservation, renewable energy, infrastructure efficiency, recycling, electric vehicles, environmental procurement, community outreach, financing, incentives, resilience planning, and more.

The Sustainability Team currently consists of approximately 20 City staff members that meet every two (2) months on an ongoing basis. As needed, sub-teams will be organized to meet for discrete time periods to advance specific projects.

Team roles and responsibilities include, but are not limited to, the following:

- Provide input into formulation of revised Climate Action Plan (CAP), greenhouse gas emission targets, and performance metrics
- Work within and across City departments to implement CAP programs and policies
- Contribute to development of programs to educate, engage, and incentivize sustainable choices among City residents, businesses, and developers
- Review products and publications related to the CAP, greenhouse gas emissions inventories, climate vulnerability studies, reports to the Global Covenant of Mayors for Climate and Energy, and other initiatives related to City sustainability and resilience

The Sustainability Coordinator will select two (2) or more Community Representatives to join the Sustainability Team. Preference will be given to applicants who meet the following criteria:

- Registered voter
- City resident
- Expertise in one or more relevant subject areas, as listed on the application
- Not currently serving as a regular member of any City Advisory Board
- Ability to attend team meetings every two (2) months for a term of two (2) years

City of Boynton Beach
Sustainability Team Application

Application Deadline: July 6, 2018

Thank you for your interest in serving on the City's Sustainability Team. **Please print or type all answers clearly.**

You may also complete this application online at:
https://www.boynton-beach.org/go-green/sustainability-team-application

Today's Date: _____

Name: _____

Address: _____

City: _____ State: FL Zip Code:_____

Phone: _____ E-mail: _____

Current occupation or, if retired, prior occupation: _____

Please list your educational degrees and any professional certifications:

_____

Are you a registered voter? _____ Yes _____ No

Do you reside within Boynton Beach City Limits? _____ Yes _____ No

Do you work within City Limits? _____ Yes _____ No

If yes, name of employer: _____

Do you own or manage a business within City Limits? _____ Yes _____ No

If yes, name of business: _____

Are you currently serving on a City of Boynton Beach Advisory Board? ____ Yes _____ No

If yes, which board(s)? _____

Have you served on a City of Boynton Beach Advisory Board in the past? ____ Yes _____ No

If yes, which board(s) and when? _____

_____

What days and times are you available to attend meetings once every two (2) months?

_____

The Sustainability Team has identified the following desired subject areas to expand the team's breadth of experience and expertise. Please indicate your area(s) of expertise by checking one or more boxes below:

- ❑ Arborist/Botanist/Landscape Architect
- ❑ Arts/Cultural Specialist
- ❑ Community Leader (i.e., a representative of the broader community through a formal or informal position of leadership in a community, business, or religious organization)
- ❑ Construction/Design/Architecture Professional
- ❑ Education/Communication Specialist
- ❑ Energy Efficiency/Renewable Energy Professional
- ❑ Environmental or Conservation Organization Member
- ❑ LEED (Leadership in Energy and Environmental Design) Credentialed Professional
- ❑ Resilience Professional (i.e., a scientist, engineer, architect, planner, communication specialist, or other professional with knowledge about sea level rise and resilience)
- ❑ Transportation Specialist
- ❑ Other Environmental/Sustainability Expertise

Please describe your area(s) of expertise indicated above:

_____

_____

_____

_____

_____

_____

Why do you want to serve on the City of Boynton Beach Sustainability Team?

_____

_____

_____

_____

_____

_____

If you wish, you may attach an extra page or resume.

Please email your application to Rebecca Harvey, Sustainability Coordinator, at HarveyR@bbfl.us

Or send to:
City of Boynton Beach
Boynton Beach Utilities / Attn: Rebecca Harvey
124 E. Woolbright Rd.
Boynton Beach, FL 33435

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/5/2018

REQUESTED ACTION BY COMMISSION:
Announce Budget Workshop dates and times:

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:

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:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/5/2018

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
Education and Youth Advisory Board: 1 Alt
Employee Pension Board: 1 Reg
Historic Resource Preservation Bd: 1 Reg
Senior Advisory Board: 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
Other	Chandler Application
Other	Madhoun Application

APPOINTMENTS AND APPLICANTS FOR JUNE 5, 2018

Arts Commission

III	Romelus	Alt	2 yr term to 12/19 Tabled (3)
IV	Casello	Alt	2 yr term to 12/19 Tabled (3)

Applicants

None

Building Board of Adjustments and Appeals

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

Applicants

None

Education and Youth Advisory Board

IV	Casello	Alt	2 yr term to 12/19

Applicants

Anastasia Chandler
Steve Madhoun

Employee Pension Board

Mayor	Grant	Reg	4 yr term to 12/20

Applicants

None

Historic Resource Preservation Board

III	Romelus	Reg	2 yr term to 12/19

Applicants

None

Senior Advisory Board

II	McCray	Alt	2 yr term to 12/19
III	Romelus	Alt	2 yr term to 12/19

Applicants

None

Pyle, Judith

From: anastasiachandler <noreply@123formbuilder.io>
Sent: Tuesday, January 30, 2018 8:03 PM
To: City Clerk
Subject: Advisory Board Appointment application

Today's date	01/30/2018
Name	Anastasia Chandler
Gender	Female
Phone number	561-506-9408
Address	1097 NW 9th St Boynton Beach Fl 33426 United States
Email	anastasiachandler@gmail.com
Current occupation or, if retired, prior occupation	Preschool Director, First United Methodist Church
Education	BA
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	Yes
If "yes", name of business:	First United Methodist Church Preschool
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Education and Youth Advisory Board
Personal Qualifications	I am a native, born at Bethesda and a high school graduate of SAntaluces. I worked in youth development throughout my life. I ran camps for the YMCA of Palm Beaches in college, was the Sports and Camp Director for a branch of the San Francisco YMCA in my 20s, taught Early Childhood enrichment classes for the City of Boynton and the Schoolhouse Museum when my children were toddlers, and I now run the Preschool across the street from

	"Town Square". I have always been an active member of my community and an advocate for families and Early Childhood education. I would love to share my knowledge and experience in order to strengthen the educational experiences of our youth in Boynton Beac
Professional Memberships	Early Childhood Registry
Feel free to attach/upload an extra sheet or resume.	
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 107.77.216.8 (United States) at 2018-01-30 20:02:34 on iPhone 11.0
Entry ID: 258
Referrer: www.boynton-beach.org/officials/education_and_youth_advisory_board.php
Form Host: www.123formbuilder.com/form-583214/Advisory-Board-Appointment-Application

EyAB

Ellis, Shayla

From: steve <noreply@123formbuilder.io>
Sent: Monday, January 08, 2018 5:16 PM
To: City Clerk
Subject: Advisory Board Appointment application

Today's date	01/08/2018
Name	Steve Madhoun
Gender	Male
Phone number	561-523-8926
Address	600 nw 10th ct Boynton beach Florida 33426 United States
Email	steve@madhoun.com
Current occupation or, if retired, prior occupation	History Teacher
Education	BA History NOVA
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Education and Youth Advisory Board
Personal Qualifications	•Teacher at a local middle school. •Taught a GED program at Faith Farm.
Professional Memberships	

CITY OF BOYNTON BEACH
CITY CLERK'S OFFICE
18 JAN -9 AM 11:16

Feel free to attach/upload an extra sheet or resume.	
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 99.71.175.105 (United States) at 2018-01-08 17:16:15 on iPhone 11.0
Entry ID: 254
Referrer: www.boynton-beach.org/officials/advisory_boards.php
Form Host: www.123formbuilder.com/form-583214/Advisory-Board-Appointment-Application

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/5/2018

REQUESTED ACTION BY COMMISSION: Authorize City Commissioners to travel and hotel stay for the Florida League of Cities Annual Conference at the Diplomat Beach Resort in Hollywood, FL, August 16-18, 2018.

EXPLANATION OF REQUEST:
The annual Florida League of Cities conference will be held at the Diplomat Beach Resort in Hollywood, Florida, August 16-18, 2018. (Conference Brochure attached)

Registration is $555 per person.
Hotel is $189 per night if booked by July 19, 2018. May need to stay 3 nights, conference begins at 7:30am on Thursday, August 16th, hotel cost for 3 nights is $567.
Estimated costs per person $1,325 including meals, parking, etc.

In accordance with Resolution R07-150, establishing the travel policy for the City Commission, the City Commission by a majority of its members shall approve travel for each member of the City Commission. (Resolution attached)

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? N/A

FISCAL IMPACT: Budgeted
Registration/Hotel costs estimated at $1,500 per commissioner.
1 = $1,325
2 = $2,650
3 = $3,975
4 = $5,300
5 = $6,625
Funds were included in the approved FY16/17 budget for travel to the FLC conference under account 001-1110-511-40-12 for 2 commissioners.

ALTERNATIVES: Do not authorize any Commissioners to attend conference.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

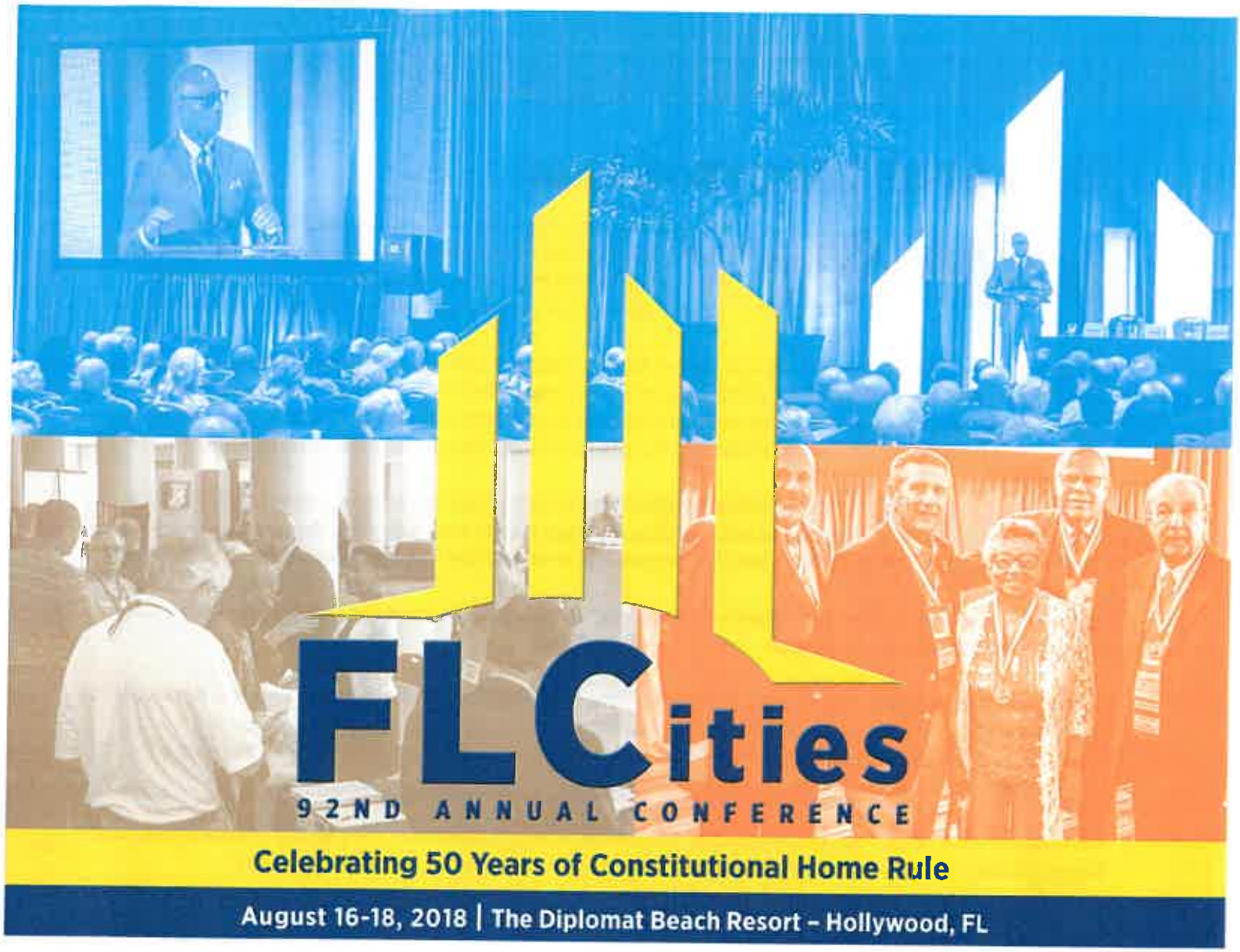
CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Attachment	FLC Conference Announcement
Attachment	Commission Travel Policy



FLCities

92ND ANNUAL CONFERENCE

Celebrating 50 Years of Constitutional Home Rule

August 16-18, 2018 | The Diplomat Beach Resort – Hollywood, FL

Registration Information

Paid registration is required to receive housing information, so sign up early! See page 10 for details.

Hotel Registration Deadline: July 19, 2018

Conference Registration Deadline: August 1, 2018

#FLCities2018

General Information

This year marks the 50th anniversary of **Constitutional Home Rule.** Florida voters ratified this authority in the 1968 Constitution giving cities the right to perform municipal functions and deliver services without express permission from the state, except as otherwise provided by law.

During his tenure, FLC President Gil Ziffer has made it his goal to actively promote and defend the cherished concept of Home Rule. This is the belief that government closest to the people governs best; that city halls across our state are more accessible, responsive and fair in addressing the needs of their constituents; that local decisions should be made locally; and that the people who live, work and play in a city know what's best for their unique community.

Over the last few years, the Florida Legislature has challenged this philosophy by pursuing numerous measures that seek to undermine local decision-making and hamstring municipal officials from doing the jobs they were elected to do effectively. But our dedicated members have fought back with an unwavering message to lawmakers: **Let Cities Work!**

When city officials are free from preemptions and unfunded mandates handed down from the state legislature, our cities can continue to grow and prosper.

At this year's Annual Conference, we will celebrate the Home Rule authority that makes cities essential to the quality of life Floridians enjoy on a daily basis. This will be a conference like no other. You will not want to miss this historic event where delegates will come together at a *Home Rule Rally* to re-energize the long-held notion that local self-government is the keystone of American democracy.

The conference will feature educational sessions, valuable networking opportunities and a variety of speakers who will inspire, educate and motivate local leaders. Join us as we make history and proclaim **#LetCitiesWork!**

Location/Dates

The Diplomat Beach Resort – **Hollywood, FL**
Thursday, August 16 – Saturday, August 18, 2018

Registration Hours

Thursday, August 16:	7:30 a.m. – 7:00 p.m.
Friday, August 17:	7:00 a.m. – 5:00 p.m.
Saturday, August 18:	7:30 a.m. – 4:00 p.m.

Registration Fees

City/County/Government ($525), **Corporate** ($625) and **Guest** ($125): These fees cover your name badge, admission to all conference sessions and the exhibit hall, refreshment breaks, Friday's membership networking event, Saturday's Past Presidents' Luncheon and the Inaugural Celebration Saturday night.

NOTE: Registrants are defined as any elected government official or any employee of governments, organizations or corporations. **Guests** are defined as spouses, partners or other non-professional relations of conference delegates. Guest registration **may not** be used for other elected government officials, staff or company representatives.

Teen Guest 13-18 years ($20) and **Child Guest 3-12 years** ($15): These fees cover your name badge, admission to the exhibit hall, Friday's membership networking event and refreshment breaks. **Teen and child guest registration does not include Saturday's Past Presidents' Luncheon or Inaugural Celebration.**

Exhibit Hall Pass ($20): This pass allows family members and guests who are not registered for the conference to visit our vendors on Thursday and Friday. Passes permit access to the exhibit hall on Thursday afternoon, Thursday evening and Friday morning. The pass allows access to all events in the exhibit hall, as well as Friday's membership networking event. **The pass is not good for any other conference events and is not equivalent to a registration.**

Youth Council Program ($75): This fee covers all Youth Council Program activities on Saturday, plus lunch. See page 12 for details and registration information.

Registration Procedures

Mail Registration
To register in advance, fill out the registration form on page 11, attach a check for the appropriate fee and mail it to the League office by **Wednesday, August 1, 2018**. Your name badge and other information can be picked up at the conference registration desk.

Online Registration
Visit the League website, *www.flcitiesconference.com*, to access online registration.

If you register online there are two payment options. You can send your registration fees by check to the Florida League of Cities. **(Note: You are not registered until we receive your payment, and you will not receive your housing information until your registration is paid.)** Or, you can simply pay online with your Visa, Mastercard or American Express. Registrations submitted and paid online via credit card will automatically be marked as paid, and you will receive your conference confirmation immediately via email! Conference confirmations include your registration information, totals and registration number for your reference. Please check your confirmation carefully to verify that all information is correct. Please inform the League immediately of any errors. **Please note that payments via credit card may be made online only.**

Deadlines

Registration – Conference registration forms must be postmarked on or before **Wednesday, August 1, 2018**. If you are unable to meet this deadline, please register on-site. **NOTE: Registration fees will increase to $555 for government and $655 for corporate registrants for all registrations done on-site**, so we encourage you to register in advance.

Hotel Reservations – The cutoff date for reservations at the Diplomat is **July 19, 2018.** Reservations must be made via an FLC-provided security code only; no one will receive housing information until **after** their **paid** registration is received. Please see page 10 for more details.

Cancellation Policy

Conference registration cancellations must be done in writing by email, fax or mail to ***mhowe@flcities.com***; **fax (850) 222-3806**; or **Florida League of Cities, Inc., P.O. Box 1757, Tallahassee, FL 32302-1757**. All cancellations received in the FLC office by 5:00 p.m., **Wednesday, August 1, 2018** will receive refunds, minus a **$50.00** cancellation fee. Refunds will be issued after the conference.

Hotel reservations must be cancelled no later than **72 hours** prior to the scheduled arrival date to avoid a penalty of one night's room and tax.

Special Needs

If you are physically challenged and require special services, or if you have special dietary needs (i.e. allergies, Kosher or vegetarian meals), please attach a written description to your registration form. Contact the hotel directly if you will need any special accommodations in your room.

Continuing Education Credit

Some of the conference's educational sessions may be eligible for continuing education credit through the Florida Bar and/or the Florida Board of Accountancy. It is the attendee's responsibility to submit these hours for approval. FLC will provide sign-in sheets at each session and will send certificates of attendance to all delegates who complete the sign-in sheets.

Live Feeds via Social Media

The League will be posting real-time updates and photos via Twitter, Facebook, Instagram and YouTube during the conference. Follow, friend or like **@FLCities** on all major platforms. Connect with the conversation or pose questions by using the hashtag **#FLCities2018** in all your conference related posts.

Thursday is City Shirt Day!

We encourage all of you to show your city spirit by wearing your city shirt on **Thursday, August 16.**

Contact Information

For additional information, please contact Melanie Howe at *mhowe@flcities.com* or (850) 222-9684.

Tentative Program

Following is a tentative schedule of conference events. Visit *www.flcitiesconference.com* for more information and schedule updates.

Wednesday, August 15, 2018

8:30 a.m. – 1:00 p.m.
Research Symposium
Additional registration required through the League's Center for Municipal Research and Innovation; contact Liane Schrader at lschrader@flcities.com.

2:00 p.m. – 5:00 p.m.
Florida League of Mayors Roundtable
Additional registration required through the Florida League of Mayors; contact Rachel Embleton at rembleton@flcities.com.

Thursday, August 16, 2018

7:30 a.m. – 7:00 p.m.
Registration Desk Open

8:00 a.m. – 12:00 p.m.
Continuing Education in Ethics: Have You Completed Your Hours?
Florida's municipal elected officers are required to take four specific hours of continuing education in ethics per year. If you haven't completed your hours yet, this is your opportunity! The four hours include two hours on the Florida Ethics Law (Chapter 112, F.S.), one hour of public meetings (Chapter 286, F.S.) and one hour of public records (Chapter 119, F.S.). If your hours are completed, this is a good refresher class.
NOTE: *You must be registered for the full conference to attend this session, and pre-registration is required. Registration is limited to the first 150 people. See the registration form for details.*

9:00 a.m. – 10:00 a.m.
Florida League of Mayors Nominating Committee Meeting

10:00 a.m. – 11:00 a.m.
Florida League of Mayors Business Meeting
For more information, contact Rachel Embleton at rembleton@flcities.com.

11:00 a.m. – 12:00 p.m.
Florida League of Mayors Board of Directors Meeting

12:30 p.m. – 7:30 p.m.
Municipal Marketplace Open

1:00 p.m. – 3:00 p.m.
"Cities 101" Workshop
If you are newly elected or newly appointed, this "crash course" is designed for you. Details about Florida municipalities, services and governing challenges will be discussed. This is a prequel to the popular Institute for Elected Municipal Officials, but is not a substitute for the three-day IEMO class.

Thursday, August 16, 2018 (Continued)

1:00 p.m. – 3:00 p.m.
Legislative Policy Committee Meetings

- Finance, Taxation and Personnel
- Land Use and Economic Development
- Municipal Administration
- Transportation and Intergovernmental Relations
- Utilities, Natural Resources and Public Works

3:15 p.m. – 4:30 p.m.
Workshops

4:00 p.m. – 5:00 p.m.
Resolutions Committee Meeting

5:00 p.m. – 6:00 p.m.
Federal Action Strike Team (FAST) Meeting

5:15 p.m. – 6:00 p.m.
First-Time Attendees' Orientation
If this is your first FLC Conference, **welcome!** This workshop will acquaint you with the League, the conference program (with tips for the best use of your time), how to get involved in your local or regional league, FLC legislative policy committees and other municipal services.

6:00 p.m. – 7:30 p.m.
President's Welcome Reception in the Municipal Marketplace

Friday, August 17, 2018

7:00 a.m. – 7:50 a.m.
FREE Sunrise Yoga on the Beach
See page 9 for full details.

7:00 a.m. – 8:30 a.m.
Florida Black Caucus of Local Elected Officials Breakfast
To be eligible to attend, a membership application and paid dues must be submitted. Membership applications can be obtained at www.fbc-leo.org. For more information regarding FBC-LEO visit their website.

7:00 a.m. – 9:00 a.m.
Continental Breakfast in the Municipal Marketplace

7:00 a.m. – 1:00 p.m.
Municipal Marketplace Open

7:00 a.m. – 5:00 p.m.
Registration Desk Open

8:00 a.m. – 9:00 a.m.
Workshops

9:15 a.m. – 11:15 a.m.
Home Rule Rally

11:00 a.m. – 1:00 p.m.
Sidewalk Café in the Municipal Marketplace (Cash Sales)

1:00 p.m. – 4:00 p.m.
Home Rule Rally

6:00 p.m. – 7:00 p.m.
Membership Networking Event

Evening Open

Saturday, August 18, 2018

7:30 a.m. – 8:30 a.m.
Various Local/Regional League Breakfast Meetings
Contact your local league for more information.

7:30 a.m. – 4:00 p.m.
Registration Desk Open

8:30 a.m. – 9:00 a.m.
Voting Delegate Registration Open

8:30 a.m. – 4:30 p.m.
Youth Council Program
See page 12 for details and registration information.

9:00 a.m. – 10:00 a.m.
Annual Business Meeting

10:15 a.m. – 12:00 p.m.
General Session

12:15 p.m. – 1:45 p.m.
Past Presidents' Luncheon and Installation of New President

2:00 p.m. – 4:00 p.m.
Workshops

6:00 p.m. – 10:00 p.m.
Childcare Provided
Pre-registration required. See enclosed form to register.

6:30 p.m. – 9:30 p.m.
Inaugural Celebration – City Nights
Back by popular demand is the group **Tallahassee Nights Live**, a band that appeals to all styles and ages with their eclectic mix of jazz, R&B, soul, pop, rock, Latin and country, so bring your dancing shoes and plenty of energy. Enjoy a buffet dinner, some strolling entertainment and plan to dance the night away.

Schedule and speakers subject to change.

FLCities
92ND ANNUAL CONFERENCE

Conference Speakers

MARK STODOLA
Mayor, Little Rock, AR
President, National League of Cities

Mark Stodola is the mayor of Little Rock, AR, and president of the National League of Cities, the largest organization representing America's cities and their leaders. As president of NLC, Stodola advocates on behalf of more than 19,000 cities, towns and villages, focusing on the critical issues of infrastructure, public safety, economic development and cities' preparation for the future of work.

Stodola has served as mayor of Little Rock since January 2007. During his tenure, he has helped prioritize public safety as the city's foremost obligation with a focus on various quality-of-life projects impacting economic development and tourism. Stodola has been key in promoting the revitalization of Little Rock's Main Street where the "Creative Corridor" plan, as well as the location of the city's state-of-the-art Technology Park, has resulted in over $150 million in private sector development thus far. He has partnered to bring over $1.3 billion in new capital investment to the city, which has resulted in more than 7,000 new jobs since taking office, while also championing investment in historically disadvantaged neighborhoods.

Beginning his career in public service as city attorney of Little Rock, Stodola has also served as prosecuting attorney for the 6th District of Arkansas and senior partner in the Little Rock law firm Catlett & Stodola, PLC. In addition to his leadership of NLC, Stodola is an active member of the U.S. Conference of Mayors and the Rotary Club of Little Rock.

STEPHEN K. BENJAMIN
Mayor, Columbia, SC
President-Elect, United States Conference of Mayors

Since being elected in a record turnout election in April 2010, Mayor Steve Benjamin has made it his mission to create in Columbia the most talented, educated and entrepreneurial city in America.

His service in Columbia began in 1990 when he served as student body president at the University of South Carolina, later becoming the Student Bar Association President at the USC School of Law.

In his time as mayor, the city has generated budget surpluses in five of the last seven years and gone seven straight years without a tax increase; established the city's first poet laureate and public art initiative; launched "Let's Move! Columbia" and was named 2015's #1 National League of Cities "Let's Move" city; established the Justice for All initiative, which implemented measures to improve accountability and trust between law enforcement and Columbia communities; and launched new green infrastructure projects, including utilizing new, low-impact technologies and the use of modular storage for flood control.

In addition to serving as mayor of Columbia, Benjamin also serves as vice president of the United States Conference of Mayors and as chairman for Municipal Bonds for America. He teaches a class at the University of South Carolina Honors College and Columbia College titled "Columbia, South Carolina: Building a Great City," and is a member of Kappa Alpha Psi and Sigma Pi Phi fraternities.

Additional Activities

Off-Site Activities

The Diplomat Beach Resort provides a professional concierge desk to answer all questions regarding what to do, where to dine and how to get there, as well as brochures on area attractions, shopping and restaurants. For complete information, please contact the Diplomat at (954) 602-6000 or visit their website at *www.diplomatresort.com*.

FREE Sunrise Yoga on the Beach

Join us on the beach at **7:00 a.m.** on **Friday, August 17**, for a **sunrise yoga class**. Flow with grace in a variety of postures designed to open up your mind, body and heart. This relaxing class will be led by a certified personal trainer and is great for individuals at all levels of fitness. You don't need to bring a yoga mat, but be sure to wear comfortable clothing. There is no charge for the event, **but pre-registration is required** (see main registration form), and the class is limited to the **first 50 participants**.

Saturday Night Childcare

Childcare services will be available on **Saturday, August 19, from 6:00 p.m. until 10:00 p.m.** during the Inaugural Event. This service, provided by the League through Sitter Solutions, will be offered at no charge, but pre-registration is required.

The League will provide pizza, snacks and drinks. Sitter Solutions will provide quality childcare with loads of activities and games. Toys will be provided for children 1-3 years old, as well as videos for quiet time. Pillows and blankets will also be available. This service is licensed, bonded, insured and CPR trained, and there is no cost to you.

Agenda

6:00 p.m. – 6:30 p.m.	Registration
6:30 p.m. – 7:30 p.m.	Dinner
7:30 p.m. – 10:00 p.m.	Activities
10:00 p.m.	Closes

Please be sure to pick up your child by 10:00 p.m.

In order for us to provide this service, you will need to fill out the Childcare Registration Form on page 13 so we can determine how many sitters will be needed. Please return childcare forms to Melanie Howe, *mhowe@flcities.com,* fax (850) 222-3806 or mail to P.O. Box 1757, Tallahassee, FL 32302-1757.

Conference Housing Information

The **Diplomat Beach Resort** will serve as the conference hotel. It is located at 3555 S. Ocean Drive in Hollywood. The hotel's phone is (954) 602-6000. (**NOTE:** Reservations may be made via an FLC-provided code only. Please **do not** call the Diplomat to make reservations until you receive this code.) FLC has secured the reduced rate of **$20** per day for self-parking, and **$25** per day for valet parking.

The landmark Diplomat sits right on Hollywood Beach and features incredible views of the Atlantic. The hotel boasts a spectacular two-level lagoon-style pool, a kids' club and many water activities. Visit the hotel's website at *www.diplomatresort.com* for more details. **The Diplomat is a smoke-free property.**

Directions

From North: Take I-95 South to Exit #18. Turn left onto Hallandale Beach Boulevard and proceed 3.5 miles. Turn left onto Ocean Boulevard (Route A1A). The hotel is located on the right.

From South: Take I-95 North to Exit #18. Turn right onto Hallandale Beach Boulevard. Proceed to Ocean Boulevard (Route A1A) and turn left. The hotel is located on the right.

From West: Take I-75 East to Interstate 595 East. Then proceed to I-95 South. Take Exit #18 and turn left ont

Room Reservations - IMPORTANT - PLEASE READ

In order to protect our room blocks for conference registrants, it is our policy that no one will receive housing information **until we have received your PAID registration**. Once your registration is paid, you will be sent housing information via email. (If you do not have an email address, we will mail or fax the information to you.) **NOTE:** If you register online, but choose to mail in your check, you **will not** receive your housing information until your registration is **paid.**

Please note that the reservation cutoff date at the Diplomat is **July 19, 2018**, and the rate is **$189/night**. It is important that you register for the conference early so you have plenty of time to make your reservations. **Availability is on a first-come, first-served basis.**

Remember that we are unable to guarantee reservations for anyone nor the exact date on which the hotel block will sell out, **so please register early.**

2018 FLC Annual Conference Registration Form

August 16-18, 2018 | The Diplomat Beach Resort | Hollywood

Florida League of Cities | P.O. Box 1757 | Tallahassee, FL 32302 | (850) 222-9684 | Fax (850) 222-3806 | *mhowe@flcities.com*

Return completed form with check payment to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757; or visit the League website, *www.flcitiesconference.com,* to access online registration. **NOTE: Credit card payments may only be made online.**

DELEGATE INFORMATION

Name: _____ | _____ | _____
First *M.I.* *Last*

First Name or Nickname: _____
As You Wish to Appear on Badge

Title: _____ Affiliation: _____
City, County, Government or Company

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Email Address (for confirmations): _____
Please provide the address of the person who should receive the confirmation.

First-Time Attendee? ☐ Yes ☐ No Contact Person: _____

GUEST INFORMATION (Please complete only if registering a guest for the conference.)

Guest's Name: _____ First Name: _____
As You Wish to Appear on Badge

Child's Name: _____ Age: _____ First Name: _____
As You Wish to Appear on Badge

Child's Name: _____ Age: _____ First Name: _____
As You Wish to Appear on Badge

REGISTRATION FEES	NO.	FEE	TOTAL FEE
City/County/Government	___ @	$525.00*	$ _____
Corporate	___ @	$625.00*	$ _____
Guest	___ @	$125.00	$ _____
Guest (13-18 years)	___ @	$20.00	$ _____
Guest (3-12 years)	___ @	$15.00	$ _____
Exhibit Hall Pass	___ @	$20.00	$ _____

OPTIONAL ACTIVITIES	NO.	FEE	TOTAL FEE
Thursday, August 16			
Ethics Session	___ @	$0.00	$ _____
Friday, August 17			
Sunrise Yoga	___ @	$0.00	$ _____
Saturday, August 18			
Extra Luncheon Ticket	___ @	$40.00	$ _____
Extra Inaugural Celebration Ticket	___ @	$50.00	$ _____
		Total	$_____

***NOTE: Registration fees will increase to $555 for government and $655 for corporate for all registrations done onsite.**

SPECIAL NEEDS

If you require special services, or have special dietary needs, please attach a written description to your registration form.

REGISTRATION

Registration form must be accompanied by payment made payable to **Florida League of Cities**. Mail this form to: Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757.

Registration forms must be postmarked by **August 1, 2018.** **Remember:** You will not receive housing information until we have received your **PAID** registration.

CANCELLATION POLICY

All cancellations received in writing via email or fax to ***mhowe@flcities.com*** or **(850) 222-3806** and received by 5:00 p.m., **August 1, 2018,** will receive refunds, minus a **$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after August 1 or for early departure from the conference.**

2018 Florida League of Cities Youth Council Program

Saturday, August 18, 2018 | 8:30 a.m. - 4:30 p.m.

We are pleased to invite youth councils from throughout the state to participate in the annual conference. Attendees will learn about issues facing municipalities across the country and have the opportunity to network with other Florida youth councils.

The registration fee for this program is **$75** per person and includes the keynote presentation during Saturday's general session, lunch and youth-targeted presentations.

NOTE: Students **must** be members of an established municipal youth council in order to participate in this program.

Please complete one form per youth council. The form may be duplicated if you are registering more than six people.

Youth Council Name: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____ Contact Cell Phone: _____

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Name: _____ ☐ Student ☐ Chaperone

Registration Fee: $75.00 per person if received by Wednesday, August 1, 2018. The final deadline for registration is **Wednesday, August 1, 2018**

Total Amount Enclosed: $ _____

Return completed form with check payment to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757.

NOTE: If you wish to pay with a Visa or MasterCard, please complete this form and email it to *mhowe@flcities.com* and you will be contacted directly for your card information.

Youth council registration cancellation must be done in writing via email or fax to *mhowe@flcities.com* or (850) 222-3806. All cancellations received in the FLC office by 5:00 p.m., **Wednesday, August 1, 2018** will receive refunds. Refunds will be issued after the conference.

For more information please contact Sharon Berrian at (850) 222-9684.

Saturday Night Childcare Form

August 16-18, 2018 | The Diplomat Beach Resort | Hollywood

Sitter Solutions, Inc.
Pre-Registration Form

Parent Name: _____ Phone ( ) _____
Address: _____ Cell Phone: _____
City: _____ State: _____ Zip/Postal Code: _____

Please list each child's name, age and any allergies or special needs as indicated below.

Child Name	Age	Allergies/ Special Needs

Who is authorized to pick up your child?

Name:	Relationship:
Name:	Relationship:

1. The undersigned parent/guardian, for himself or herself, and his or her heirs, successors and/or assigned, herby releases, acquits and fully discharges, Sitter Solutions and their respective shareholders, officers, directors, agents, employees, representatives, predecessors, successors and assigns from any and all claims, suits, sums of money, judgments, executions, damages, losses, expenses of any kind including without limitation, court demands, causes of actions and rights whatsoever, known or unknown contingent or otherwise, that parent, guardian or child might have, in whole or in connection with directly or indirectly, in the provision of child care services and or any use by parent/guardian or their children at such facility.
2. Parent/guardian may not bring toys, jewelry, valuables or medications into child care facility. Sitter Solutions, Inc. will not be responsible for such items and will not administer medication of any kind.
3. Parent/guardian warrants that the child has no allergies or disabilities, which have not been noted above.
4. This agreement shall be interpreted and construed under and in accordance with the laws of the State of Florida.
5. I hereby grant permission for Sitter Solutions, Inc. to take whatever steps necessary to obtain emergency medical care if warranted. If the parent cannot be reached emergency personnel will be called.
6. I hereby give permission for photographs/video to be taken of my child (ren) while attending a Sitter Solutions, Inc. children's convention. These photographs/video may be used for Sitter Solutions, Inc.

This will serve as my authorization to Sitter Solutions, Inc.

_____ _____
Signature Relationship

For more information, call Sitter Solutions, Inc. at
813-900-0927

RESOLUTION NO. R 07 - 150

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, ESTABLISHING A TRAVEL POLICY; RESCINDING ALL PREVIOUS RESOLUTIONS AND POLICIES GOVERNING TRAVEL BY THE CITY COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach desires to establish a travel policy to provide for an administrative process by which each member of the Commission would obtain concurrence of a majority of the members of the City Commission for approval of travel expenditures; and

WHEREAS, passage of this Resolution will rescind all previous Resolutions and policies governing travel by the City Commission;

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

Section 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the City Commission

Section 2. That the City Commission of the City of Boynton Beach does hereby establish a Travel Policy, a copy of which is attached hereto as Exhibit "A".

Section 3. That any and all previous Resolutions and/or Policies governing travel are rescinded.

Section 4. That this Resolution will become effective immediately upon passage.

PASSED AND ADOPTED this 18 day of December, 2007.

CITY OF BOYNTON BEACH, FLORIDA

Mayor – Jerry Taylor

Vice Mayor – Jose Rodriguez

Commissioner – Ronald Weiland

Commissioner – Woodrow L. Hay

Commissioner – Marlene Ross

ATTEST:

Janet M. Prainito, CMC
City Clerk

(Corporate Seal)

S:\CA\RESO\Commission Travel Policy.doc
12/3/07

City of Boynton Beach
City Commission
TRAVEL POLICY

Approved travel must adhere to the following guidelines in order to be paid by the City of Boynton Beach:

A. Prior to Travel:

1. Complete Conference & Travel Request form and submit for approval.
2. All travel by City Commission Members must be approved in advance by the City Commission.

B. Registration:

1. Complete conference registration forms.
2. Submit conference form for payment in advance if necessary.
3. Attach a copy of the registration form with the request for payment to Finance department.
4. Request per diem fee in advance **(subtract all conference meals covered by registration fee).**

C. Upon completion of Travel:

1. Complete the Travel Expense Report for out-of-pocket expenses.
2. Attach all credit card receipts and other receipts to the expense report for payment or reimbursement.
3. Failure to include credit card receipts will be charged to the member personally.

D. Travel Approvals:

- City Commission Members travel shall be approved in advance by the City Commission at a regularly scheduled meeting.
- The City Finance Director must sign off on travel form to confirm funds availability in the budget.
- The City Manager must sign off prior to City Commission Agenda submittal.
- Travel expenses are only reimbursable with receipts and are not automatic.
- No PERSONAL items may be charged to the Agency.

E. Travel Restrictions:

- Per Diem payments shall be paid ***ONLY*** for class "A" travel, or travel outside the local area. Local area is defined as 50 miles or more from the Boynton Beach City Hall.
- Mileage reimbursement rate is $.485 per mile per IRS and City.
- If a spouse is to attend all related expenses shall be paid by the employee, and all receipts ***MUST*** be separate. The City ***WILL NOT*** pay for any spouse or child costs associated with any conference. All such costs will be paid by the member separately.
- Any expenses incurred over the maximum amount approved for breakfast, lunch or dinner will be considered cost of the Commission Member and not the City. Meal rates are $12.00 breakfast, $15.00 lunch and $30.00 dinner.

City of Boynton Beach
City Commission
CONFERENCE & TRAVEL REQUEST

Date of Request: _____2008

City Commission Member Attending: _____

Conference Name: _____

Conference Location: _____

Conference Purpose: _____

_____

Account to Charge: _____

Dates of Travel & Attendance: _____ to _____2008

Cost of Conference: $ _____

Cost of Travel: $ _____

Cost of Lodging: $ _____

Cost of Car Rental: $ _____

Cost of Per Diem: $ _____

==========
TOTAL

Approved by Finance Director: _____ _____
Date

Approved by City Manager: _____ _____
Date

NOTE: City Commission travel requests must be approved in advance at a regularly scheduled meeting of the City Commission.

Any expenses incurred over the maximum amount approved for breakfast, lunch or dinner will be considered cost of the Commission Member and not the City. Meal rates are $12.00 breakfast, $15.00 lunch and $30.00 dinner. ***Please submit a conference agenda with this request. Please subtract all meals provided for by conference attendance fee.***

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/5/2018

REQUESTED ACTION BY COMMISSION: Appoint Voting Delegate for the Florida League of Cities Annual Conference, August 16-18, 2018.

EXPLANATION OF REQUEST: The annual Florida League of Cities conference will be held at the Diplomat Beach Resort in Hollywood, Florida, August 16-18, 2018. Each year the City Commission appoints a delegate to vote on behalf of the City of Boynton Beach at the annual meeting. See attached request.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? N/A

FISCAL IMPACT: Budgeted N/A

ALTERNATIVES: Do not appoint a voting delegate

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Attachment	FLC Voting Delegate Request

* Place on 6/5/18 agenda

301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

TO: Municipal Key Official

FROM: Michael Sittig, Executive Director

DATE: May 7, 2018

SUBJECT: 92nd Annual FLC Conference
VOTING DELEGATE INFORMATION
August 16-18, 2018 – The Diplomat Beach Resort, Hollywood

The Florida League of Cities' Annual Conference will be held at The Diplomat Beach Resort, Hollywood, Florida on August 16-18. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2017.

Conference registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies.

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than August 10, 2018.**

Attachments: Form Designating Voting Delegate

President **Gil Ziffer**, Commissioner, Tallahassee
First Vice President **Leo E. Longworth**, Vice Mayor, Bartow • Second Vice President **Isaac Salver**, Councilman, Bay Harbor Islands
Executive Director **Michael Sittig** • General Counsel **Kraig Conn**

92nd Annual Conference
Florida League of Cities, Inc.
August 16-18, 2018
Hollywood, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. ***Municipalities do not need to adopt a resolution to designate a voting delegate.***

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

_____
Name

_____
Title

Return this form to:

Gail Dennard
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax to Gail Dennard at (850) 222-3806 or email *gdennard@flcities.com*

Important Dates

May 2018
Notice to Local and Regional League Presidents and Municipal Associations regarding the Resolutions Committee

June 2018
Appointment of Resolutions Committee Members

July 10th
Deadline for Submitting Resolutions to the League office

August 16th
Policy Committee Meetings
Voting Delegates Registration

August 16th
Resolutions Committee Meeting

August 18th
Immediately Following Breakfast – Pick Up Voting Delegate Credentials
Followed by Annual Business Session

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/5/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-074 - Authorize the City Manager to sign the First Amendment to the Inter-local Agreement to issue a declaration of local state of emergency and upon request of the County, the City shall staff each emergency shelter located within its municipal boundaries.

EXPLANATION OF REQUEST:
On December 5, 2017, the City Commission approved (Via Resolution R17-124) entering into an Interlocal Agreement with Palm Beach County to provide staffing of emergency shelters. The County is requesting that language contained in the Interlocal Agreement, specifically Paragraph 2 of Article 4, titled, "Shelter Staff Requirements" be amended with the sole purpose of clarifying the verbiage.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
In order to function and perform emergency medical care duties, members must have the necessary agreement in place to operate under the direction of the contracted medical director. The shelter team at each emergency shelter will establish designated medical treatment areas. The EMS staff will perform all work at the shelter under the direction and authority of ALS Services within the City. Without this agreement and subsequent amendment, Boynton Beach Fire Rescue would not be able to effectively perform these services.

FISCAL IMPACT: Non-budgeted
Non-budgeted -- the fiscal impact of this agreement will be negligible since the City is already providing those services based on a long-standing informal agreement with the Palm Beach County Division of Emergency Management.

ALTERNATIVES: The City of Boynton Beach may opt out of providing EMS support at hurricane/disaster shelter locations within the city limits.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving First Amendment to ILA for shelter staffing during emergency
Amendment	AMENDMENT 1
Agreement	SHELTER AGREEMNET

RESOLUTION R18-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A FIRST AMENDMENT TO INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY TO ISSUE A DECLARATION OF LOCAL EMERGENCY AND STAFF EACH EMERGENCY SHELTER WITHIN THE MUNICIPAL BOUNDARIES; AUTHORIZING THE CITY MANAGER TO SIGN THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 5, 2017 the City Commission approved, via Resolution R17-124, entering into an Interlocal Agreement with Palm Beach County to provide staffing of emergency shelters; and

WHEREAS, the County is requesting that language contained in paragraph 2, Article 4 of the ILA be amended with the sole purpose of clarifying the verbiage; and

WHEREAS, having EMS on site increases lifesaving capabilities while decreasing response time from being dispatched, which could be delayed due to roadway hazards; and

WHEREAS, these services have been provided in the past based on mutual understanding, however, Palm Beach County would like to formalize the agreement with all agencies throughout the County; and

WHEREAS, the City Commission upon recommendation of staff, deems it to be in the best interest of the citizens and residents of the City of Boynton Beach to authorize the City Manager to sign the First Amendment to Interlocal Agreement with Palm Beach County to issue a declaration of local state of emergency and upon request of the County, the City shall staff each emergency shelter located within it municipal boundaries.

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 approves and authorizes the City Manager to sign the First Amendment to Interlocal Agreement with Palm Beach County to issue a declaration of local state of emergency and upon request of the County, the City shall staff each emergency shelter located within it municipal boundaries, a copy of the First Amendment to Interlocal Agreement is attached hereto and made a part hereof as Exhibit "A".

Section 3. That 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)

FIRST AMENDMENT
TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT (hereinafter "First Amendment") is made by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners (hereinafter referred to as the "County") and the and the City of Boynton Beach (hereinafter referred to as the City).

WITNESSETH:

WHEREAS, the County and City entered into a Interlocal Agreement between Palm Beach County and the Staffing of Emergency Shelters by Emergency Medical Services Staff (R2018-0687) (the "Interlocal Agreement") on April 24, 2018; and

WHEREAS, the parties have agreed to amend the Interlocal Agreement to clarify requirements for cooperation between shelter management and emergency medical services staff while meeting the medical needs of shelter residents.

NOW THEREFORE, in consideration of the mutual representations, terms and covenants hereinafter set forth, the parties hereto agree as follows:

1. The foregoing recitals are incorporated herein by reference.

2. Paragraph 2 of Article 4 titled, "Shelter Staff Requirements" is hereby amended as shown below:

> **A clearly-designated medical treatment area within each shelter shall be established to support EMS operations. EMS staff shall work cooperatively with shelter management to meet the medical needs of shelter residents**. ~~**The shelter team at each emergency shelter will establish a clearly designated medical treatment area.**~~ The EMS Staff shall be in the performance of all work at the shelter, employees of the City and under the direction and authority of such officials and physicians as customary and required in the day-to-day provision of ALS services within the City's boundaries and subject to the City's management, supervision, control and authority. In no event shall the EMS staff employed by or assigned by the City be considered employees, agents, servants or contractors of the County.

3. Except as specifically modified herein, the Interlocal Agreement is ratified and confirmed by the parties and remains in full force and effect.

4. This First Amendment shall be effective on the date it is executed by the County.

IN WITNESS WHEREOF, Palm Beach County, Florida, by and through its Board of County Commissioners and the City of Boynton Beach, Florida, a municipal corporation, have made and executed this Interlocal Agreement on behalf of the County and the City, on the date first above written.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Verdenia Baker
County Administrator

Date Executed by County

CITY OF BOYNTON BEACH

By: _____
City Representative

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
City Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Department Director

ATTEST:

By: _____
City Representative

Department of Public Safety
Division of Emergency Management
20 S. Military Trail
West Palm Beach, FL 33412
(561) 712-6400
Fax: (561) 712-6464
www.pbcgov.com

Palm Beach County Board of County Commissioners
Paulette Burdick, Mayor
Melissa McKinlay, Vice Mayor
Hal R. Valeche
Dave Kerner
Steven L. Abrams
Mary Lou Berger
Mack Bernard

County Administrator
Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

MEMORANDUM

TO: EMS Coordinator Mike Landress

FROM: Sally Waite
Palm Beach County Emergency Management

DATE: October 24, 2017

RE: Interlocal Agreement between Palm Beach County and the staffing of Emergency Shelters by EMS staff.

Attached are three (3) original Interlocal Agreements that were previously viewed by your Department. Please have all three (3) signed by the appropriate staff and returned to me.

If you have any questions, please feel free to contact me at 561-712-6484.

Thank you for your time and consideration

CITY CLERK'S OFFICE
MEMORANDUM

TO: Mike Landress
EMS Coordinator

FROM: Judith A. Pyle, CMC
City Clerk

DATE: December 12, 2017

RE: R17-124 ILA with PBC Staffing of Emergency Shelters by Emergency Medical Services

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Attached for your handling are three original agreements and a copy of the Resolution mentioned above. Once the documents have been executed, please return one original document to the City Clerk's Office for Central File.

Please contact me if there are any questions.

Thank you.

Attachments

S:\CC\WP\AFTER COMMISSION\Departmental Transmittals\2017\Mike Landress R17-124 ILA PBC Emergency Shelters.docx

R17-124

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE STAFFING OF EMERGENCY SHELTERS BY EMERGENCY MEDICAL SERVICES STAFF

This Interlocal Agreement ("Agreement") is made as of the day of _____ ,2017, (the "Effective Date") by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as the "County"), and the City of Boynton Beach a municipal corporation of the State of Florida (herein referred to as the ("City"), each one constituting a public entity as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services. Such disasters are likely to exceed the quality of any one local government to cope with the disasters with existing resources; and

WHEREAS, the Emergency Management Act, as amended, gives the local government of the State the authority the make agreements for mutual assistance in emergencies, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

WHEREAS, the parties desire to plan for and coordinate activities relating to emergency preparedness, response, recovery, and mitigation, including planning for the medical needs of persons temporarily located at emergency shelters during a declared state of emergency; and

WHEREAS, those municipalities with emergency shelters have agreed to staff the public shelter(s) with Emergency Medical Services (EMS) staff, and advanced life support (ALS) equipment during an emergency in order to provide for medical needs during an emergency, if needed.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the County and the City agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true, correct and incorporated herein.

ARTICLE 2 - REPRESENTATIVE/MONITORING POSITION

The County's representative/Agreement monitor during the term of this Agreement shall be Mary Blakeney, whose telephone number is (561) 712-6549.

The City representative/contact monitor during the term of the Agreement shall be EMS Coordinator Mike Landress, whose telephone number is (561) 642-6337.

ARTICLE 3- DECLARATION OF STATE OF EMERGENCY

This Agreement is activated upon both an official declaration of emergency by the State of Florida or by Palm Beach County followed by a request of County to City for medical staffing of emergency shelters pursuant to this Agreement.

ARTICLE 4 - SHELTER STAFF REQUIREMENTS

Following a County issued declaration of local state of emergency and upon request of the County, the City shall staff each emergency shelter located within its municipal boundaries with at least one emergency medical technician and one paramedic or two paramedics (collectively the "Emergency Medical Services Staff") during the state of emergency. In addition, the City's EMS staff shall be solely responsible for providing ALS equipment as reasonably required to support the EMS staff function as long as the shelter remains open.

The shelter team at each emergency shelter will establish a clearly designated medical treatment area. The EMS Staff shall be in the performance of all work at the shelter, employees of the City and under the direction and authority of such officials and physicians as customary and required in the day-to-day provision of ALS services within the City's boundaries and subject to the City's management, supervision, control and authority. In no event shall the EMS staff employed by or assigned by the City be considered employees, agents, servants or contractors of the County.

ARTICLE 5 – REIMBURSEMENT OF COSTS

The County shall reimburse the City incurred costs of the EMS staff as mutual aid costs to the extent such are eligible costs in accordance to FEMA's Recovery Policy RP 9523.6 and applicable FEMA guidance. Within thirty (30) days of the declaration of a local state of emergency for which assistance was requested, the City shall submit to the County representative, documentation substantiating the actual costs incurred to the satisfaction of the County's Division of Emergency Managements office, the State Office of Emergency Management and/or FEMA as required for the County to apply for and process the reimbursement request. As applicable, the City may request the County approval to submit its own claim for reimbursement.

ARTICLE 6 – FILING

A copy of this Agreement will be filed with the Clerk of Circuit Court in and for Palm Beach County and with the City's Clerk's Office.

ARTICLE 7 – REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary

to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the City.

ARTICLE 8 - LIABILITY/INDEMNIFICATION

Each party to this Agreement shall be liable for its own actions and negligence. In no event shall any provision of this Agreement be construed as a waiver of sovereign immunity or a consent to be sued by a third person, by either the City or the County. In no event shall this be intended as a waiver, limitation, abrogation, repeal, or replacement of any common law and/or statutory exemptions, immunities or protections from liability, including but not limited to, those established in Chapter 768, Florida Statutes. This section shall survive expiration or termination of this Agreement.

ARTICLE 9 – ARREARS

The City shall not pledge the County's credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien, or any form of indebtedness. The City further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 10 - ACCESS AND AUDITS

The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the City's place of business. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the City, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

ARTICLE 11 – NONDISCRIMINATION

The City warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information. City has submitted to County a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the City does not have a written non-discrimination policy, it has acknowledged through a signed statement provided for

County affirming their non-discrimination policy conforms to R-2014-1421, as amended.

ARTICLE 12- AUTHORITY TO PRACTICE

The City hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct pre-hospital emergency medical services while staffing the public shelter. Proof of such licenses and approvals shall be submitted to the County's representative upon request.

ARTICLE 13 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 14 – NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

If sent to the County, notices shall be addressed to:

Bill Johnson, Director
20 South Military Trail
West Palm Beach, FL 33415

with copy to:
Palm Beach County Attorney's Office
301 North Olive Ave. – 6^{the} Floor
West Palm Beach, Florida 33405

If sent to the City, notices shall be addressed to:

EMS Coordinator Mike Landress
2080 High Ridge Road
Boynton Beach, FL 33426

with copy to:
City's Attorney's Office
James A. Cherof, Esquire
Goren Cherof Doody & Ezrol, P.A.
3099 East Commercial Blvd., Ste. 200
Fort Lauderdale, FL 33308

ARTICLE 15 - ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the City agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of

the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 16 – TERM AND EXPIRATION

This Agreement will commence following the execution of this Agreement on the Effective date and shall continue for a term of five (5) years. The parties may mutually agree to renew the Agreement for another term of five (5) years, which must be documented in a written amendment executed by both parties.

ARTICLE 17- TERMINATION

This Agreement may be terminated by either party upon sixty (60) days prior written notice to the other party.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

hereof.

Section 2. The City Commission approves and authorizes the City Manager to sign the Interlocal Agreement with Palm Beach County to issue a declaration of local state of emergency and upon request of the County, the City shall staff each emergency shelter located within it municipal boundaries, a copy of the Interlocal Agreement is attached hereto and made a part hereof as Exhibit "A".

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 5th day of December, 2017.

CITY OF BOYNTON BEACH, FLORIDA

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

VOTE 5-0

ATTEST:

Judith A. Pyle

Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

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CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/5/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-075 - Approve the ranking as recommended by the Evaluation Committee and authorize the City Manager to sign an Agreement with Gehring Group, Inc. of Palm Beach Gardens, FL for RFP No. 012-1610-18/IT for Employee Benefits Consulting Services, in the monthly amount of $6,650 for an initial period covering July 1, 2018 thru December 31, 2019. The agreement allows for four (4) additional one-year renewal terms. The total amount of the initial eighteen (18) month term is $119,700.

EXPLANATION OF REQUEST:
Initial Agreement Term: July 1, 2018 thru December 31, 2019

On May 9, 2018, the City opened and tabulated four (4) proposals to RFP #012-1610-18/IT for Employee Benefits Consulting Services. This RFP was issued seeking the services of a qualified firm to assist the City in the strategic planning, designing and negotiating for the best coverage and cost for selected employee benefit programs to maximize value for the City. The selected consultant would also provide services for the City's future health, dental, vision, life, AD&D and long-term disability.

On May 9, 2018, in a public noticed evaluation meeting, the Selection Committee, comprised of City Staff, revealed and discussed their independent scores for each of the proposals based upon the evaluation criteria described in the RFP. The scores were tabulated by Purchasing Services to arrive at the final score for each firm and the final overall ranking. In a publicly noticed evaluation meeting held on October 18, 2017, the Committee revealed and discussed their scoring. The scores were tabulated by Purchasing Services to arrive at the final score for each firm and the final overall ranking.

The Committee ranked the proposals as follows:

Rank 1:	Gehring Group, Inc.
Rank 2:	Lockton Companies, Inc.
Rank 3:	Marsh and McLennan Agency, LLC.

(The City received a fourth submittal from Florida League of Cities, Inc. but Purchasing Services deemed the proposal non-responsive to the requirements of the RFP and it was not forwarded to the Committee for review.)

The Committee's recommendation is to award the agreement to Gehring Group, Inc. as the highest-ranked qualified firm.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The purpose of this RFP is to secure the services of an independent consultant to assist the City with various aspects of employee benefits, such as:

- Assist in identifying the City's needs and objectives for providing an overall benefit plan
- Collect and maintain management information regarding group benefit plans

- Conduct benefit surveys with other agencies and companies as requested
- Conduct detailed review, analysis and projection with City staff at key points during the fiscal year
- Assist in design and implementation of wellness and disease management initiatives
- Assist in preparation of any future proposal packages as it relates to benefits

FISCAL IMPACT: Budgeted
This expense has been included in the FY17/18 budget under line item 001-1610-513-49-17.

Previous fiscal years' annual expenditures for these services were:

FYE 09/30/17 - $79,800
FYE 09/30/16 - $79,800
FYE 09/30/15 - $79,800

ALTERNATIVES:
Not accept the Committees' rankings;
Re-rank and approve commission ranking;
Request oral presentations to commission then rank; or
Not to award and issue a new Request for Proposal.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving ranking and authorizing the Agreement with Gehring Group for Employee Benefits Consulting Services
Agreement	AGREEMENT - BENEFITS CONSULTING - GEHRING GROUP
Other	Notice of Intent to Award
Other	Tabulation of Responses - RFP - Employee Benefits Consulting
Other	Summary of Reviewers Scores - Benefits
Other	Gehring Group RFP Submittal - Benefits Consultant

RESOLUTION NO. R18-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE RANKING AS RECOMMENDED BY THE EVALUATION COMMITTEE AND AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH GEHRING GROUP, INC., OF PALM BEACH GARDENS, FL FOR RFP NO. 012-1610-18/IT FOR EMPLOYEE BENEFITS CONSULTING SERVICES IN THE MONTHLY AMOUNT OF $6,650 FOR THE INITIAL PERIOD COVERING JULY 1, 2018 THRU DECEMBER 31, 2019; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 9, 2018 City staff opened and tabulated four (4) proposals to RFP No. 012-1610-18/IT for Employee Benefits Consulting Services; and

WHEREAS, the selection committee provided its scores to Purchasing Services who then tabulated them to arrive at the final score for each firm and the final overall ranking; and

WHEREAS, the Agreement may be renewed for four (4) additional one year terms; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens and residents to approve the ranking and authorize the City Manager to sign an Agreement with Gehring Group, Inc., of Palm Beach Gardens, FL for RFP No. 012-1610-18/IT for Employee Benefits Consulting Services in the monthly amount of $6,650 for the initial period covering July 1, 2018 thru December 31, 2019.

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 ranking and authorizes the City Manager to sign an Agreement with Gehring Group, Inc., of Palm Beach Gardens, FL for RFP No. 012-1610-18/IT for Employee Benefits Consulting Services in the monthly amount of $6,650 for the initial period covering July 1, 2018 thru December 31, 2019, a copy of the Agreement is attached hereto and incorporated herein 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

(City Seal)

"DRAFT"

SUBJECT TO REVISIONS PRIOR TO SIGNING.
AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND EMPLOYEE BENEFIT CONSULTING SERVICES PROVIDER

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as "the City", and **GEHRING GROUP, INC.**, hereinafter referred to as "PROFESSIONAL", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION. The Firm is retained by the City to perform professional services in connection with the **RFP FOR EMPLOYEE BENEFIT CONSULTING SERVICES; RFP No.: 012-1610-18/IT.**

2. SCOPE OF SERVICES. Firm 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 PROFESSIONAL to proceed. PROFESSIONAL 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 an initial period of eighteen (18) months commencing July 1, 2018 thru December 31, 2019. The City of Boynton Beach may extend the contract with the same terms and conditions for four (4) additional, one-year renewal terms subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. **At the City's request, the Firm shall continue services beyond the final expiration date as approved by the City Manager or City Commission. Such extension(s) shall not exceed a six-month period. The Firm shall be compensated at the rate in effect when this extension period is invoked by the City.**

5. PAYMENT: The City will pay the PROFESSIONAL, the fees as set forth in Exhibit B, Fees and Payments, which is attached hereto and made a part hereof.

   These fees will be paid by the City for completed work and for services rendered under this agreement as follows, not to exceed **$6,650.00 per month for a total of $79,800 annually.**

   a. Payment for the work provided by PROFESSIONAL shall be made promptly on all invoices submitted to the City properly, provided that the total amount of payment to PROFESSIONAL shall not exceed the total contract price without express written modification of the Agreement signed by the City Manager or her designee.

   b. The PROFESSIONAL may submit invoices to the City once per month during the progress of the work for partial payment for project completed to date. Such invoices will be reviewed by the City, and upon approval thereof, payment will be made to the PROFESSIONAL in the amount approved.

   c. Final payment of any balance due the PROFESSIONAL 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 by the City shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals

necessary to complete the work.

e. The PROFESSIONAL'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. Professional 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. Professional 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 Professional's own employees, or damage to property occasioned by a negligent act, omission or failure of the Professional.

9. INSURANCE. The Professional 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 $2,000,000 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.

   Professional Liability (Errors & Omissions) Insurance - Professional Liability Insurance with the limits of liability provided by such policy for each claim and on a claim made basis or on an occurrence basis to be no less than one million Dollars ($1,000,000) per occurrence with a limit of no less than two million dollars ($2,000,000) aggregate with a deductible per claim not to exceed ten percent (10%) of the limit of liability. Consultant shall notify the City in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance Policy. Consultant acknowledges that the City is relying on the competence of the Consultant to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to Consultant's negligent errors and omissions, Consultant shall promptly rectify them at no cost to City and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions

10. INDEPENDENT CONTRACTOR. The Professional and the City agree that the Professional 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 Professional nor any employee of Professional 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 Professional, or any employee of Professional.

11. COVENANT AGAINST CONTINGENT FEES. The Professional warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the Professional, 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 Professional, 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 Professional, 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 Professional 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 Professional.

    b. In the event of the death of a member, partner or officer of the Professional, or any of its supervisory personnel assigned to the project, the surviving members of the Professional 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 Professional 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 Professional shall be sent to the following address:

GEHRING GROUP, INC.
4200 NORTHCORP PARKWAY, SUITE 185
PALM BEACH GARDENS, FL 33410
ATTN: KURT N. GEHRING, CEO

18. INTEGRATED AGREEMENT. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the Professional 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 Professional.

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

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.

DATED this _____ day of _____, 20____.

CITY OF BOYNTON BEACH

_____ _____

Lori LaVerriere, City Manager for the GEHRING GROUP, INC.

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

1. SCOPE OF SERVICES TO BE PERFORMED

A. PROFESSIONAL SERVICES

1. The Consultant shall collaborate with the Human Resources and Risk Management staff to identify the City's needs and objectives in providing an innovative, comprehensive and affordable benefits program.

2. The Consultant shall provide a self-service, Internet-based automated solution for the transmittal of benefit information to multiple carriers and administrative access for designated City Human Resources' personnel.

3. Collect and maintain management information regarding group plans necessary to facilitate decisions regarding employee group health benefits and services.

4. Conduct annual benefit surveys for comparing City benefits with other agencies and companies and provide comparison of results as required.

5. Conduct detailed review, analysis, and projection sessions with decision makers at key points throughout the year and at a minimum: mid-year and pre-renewal or fourth quarter if no renewal is contemplated.

6. Provide assistance and support as necessary to assist in the administration of the City's Employee Health and Wellness Center (on-site medical clinic).

7. Provide personal assistance to employees who require assistance with claims resolution matters.

8. If requested by the City, prepare an analysis and recommendation regarding the cost savings and liability of self-insurance with stop-loss.

9. Assist in the design and implementation of aggressive wellness and disease management initiatives.

10. Assist in the preparation of proposal request packages when appropriate. Analyze all proposals received and make verbal and written recommendations to the Director of Human Resources and Risk Management of those proposals which best meet the City's needs and objectives. Present information to Commission, if directed. Assist the City in assuring that the selected companies meet all contractual and legal obligations on an ongoing basis.

11. When requested, provide on-site administrative support in carrying out services.

12. Conduct contract renewal negotiations with vendors in collaboration with the Director of Human Resources and Risk Management. Provide review/analysis/projections sessions to include:

    12.1 Review annual contribution strategy from active participants and retirees
    12.2 Projected renewal costs
    12.3 Projected loss ratios
    12.4 Enrollment analysis and comparisons
    12.5 Claims analysis and comparisons
    12.6 High cost claim summary
    12.7 Network utilization and cost avoidance reports

13. Service to include conducting on-site new hire benefit information presentations at New Hire Quarterly Orientation as requested by Human Resources and Risk Management. Explain each benefit option and answer questions.

14. As requested by Human Resources and Risk Management staff, conduct on-site meetings with employees and/or dependents on a voluntary basis for individual claim resolution and benefits counseling.

15. Assist with annual employee open enrollment meetings for the purpose of supporting and improving service delivery to employees.

16. Assist with annual Employee Health and Wellness Fair for the purpose of supporting and improving service delivery to employees.

17. Provide ongoing service and information to the City and employees to assure prompt and efficient claims payments.

18. Prepare marketing and education communications and materials regarding employee group benefits for the employees and their families.

19. Provide ongoing advice and assistance to the City regarding pertinent legislative changes, court decisions and other works and their impact on the group benefits and costs.

20. Assist City plan administrator and designated staff in maintaining the plan in the most time efficient manner through continued monitoring and analysis.

21. Assist the City in union contract negotiations as they pertain to the benefit plans.

22. Attend and/or conduct City Wellness Committee meetings with employees and management.

23. Conduct review sessions and renewal negotiations based on experience periods.
24. As requested by Human Resources and Risk Management staff, have discussions with City employees, City Management, and/or Union Representatives.

25. Mid-year review/analysis/projection.

26. Fourth quarter or pre-renewal review/analysis/projection

27. Negotiates renewal options to present to City of Boynton Beach

28. Personally attend any meetings requested by the City of Boynton Beach.

29. The City of Boynton Beach reserves the right to meet with any and all providers.

30. Perform other related services on an “as needed” basis

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EXHIBIT B
FEES AND PAYMENTS

REQUEST FOR PROPOSAL
FOR
EMPLOYEE BENEFITS CONSULTING SERVICES
RFP No.: 012-1610-18/IT

FEE PROPOSAL FORM

Proposers should use this form for submitting its Fee Proposal. The following pricing is submitted as "all inclusive" to provide financial advisory services in accordance with the requirements identified in this Scope of Work and as set forth in this RFP document.

The Proposer's monthly fee for benefit consulting services shall remain firm for the term of the Agreement. The option for renewal shall be exercised upon mutual agreement between Contractor and City, by written agreement with all original terms and conditions adhered to with no deviations.

ITEM	QTY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	12	MONTHS	Fixed, flat fee for Benefit Consulting services	$ 6,650	$ 79,800
			TOTAL ANNUAL FEE:	$ 79,800	

Gehring Group, Inc.
COMPANY NAME

561 626-6797
TELEPHONE NO.

cindy.thompson@gehringgroup.com
E-MAIL ADDRESS

AUTHORIZED SIGNATURE

Kurt N. Gehring
PRINTED NAME

CEO and President
TITLE

April 11, 2018
DATE

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

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. 012-1610-18/IT**
SOLICITATION TITLE: **EMPLOYEE BENEFITS CONSULTING SERVICES**
DATE OF NOTICE: **MAY 10, 2018**

At the public ranking meeting of May 9, 2018, the Selection Committee for the above referenced solicitation scored and ranked the single submittal as follows:

RANKING:
1. GEHRING GROUP, INC.
2. LOCKTON COMPANIES, INC.
3. MARSH AND MCLENNAN AGENCY, LLC.

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: GEHRING GROUP, INC.

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

Ilyse Triestman, CPPO, CPPB, FCCN
Purchasing Manager

REQUEST FOR PROPOSALS
EMPLOYEE BENEFITS CONSULTING SERVICES

RFP DUE DATE: 4/13/2018
RFP OPENING TIME: 2:30 P.M.
RFP No.: 012-1610-18/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	**FLORIDA LEAGUE OF CITIES, INC.** 125 E. COLONIAL DRIVE; PO BOX 530065 Orlando FL 32853-0065 Contact: Lindsey Larson, Account Executive Tel: 920-606-9716 Email: llarson@flcities.com	**THE GEHRING GROUP, INC.** 4200 Northcorp Parkway, Suite 185 Palm Beach Gardens, FL 33410 Contact : Cindy Thompson, V.P. of Operations Tel: 561-626-6797 Email: cindy.thompson@gehringgroup.com	**SOUTHEAST SERIES OF LOCKTON COMPANIES, LLC DBA LOCKTON COMPANIES** 3601 SW 160 Ave., Suite 200 Miramar, FL 33027 Contact : Michael E. Meredith, Executive Vice President 561-504-1449 Email: mmeredith@lockton.com	**MARSH & MCLENNAN AGENCY, LLC** 1555 North Federal Highway, Suite 314 Boca Raton, FL 33432 Contact : Marybeth Gray, Senior Strategist, Health & Welfare Consulting 610-207-8985 Email: mb.gray@trion-mma.com
RFP DOCUMENTS SUBMITTALS Original (1) Copies (4)	 YES NO	 YES YES	 YES YES	 YES YES
INTRODUCTION LETTER	YES	YES	YES	YES
STATEMENT OF ORGANIZATION	NO	YES	YES	YES
MINIMIM QUALIFICATIONS	DID NOT SUBMIT	NONE	NONE	NONE
1. MUST BE REGISTED IN STATE OF FLORIDA		YES; SUBMITTED	YES; SUBMITTED	YES; SUBMITTED
2. MUST BE LICENSED AS INSURANCE AGENT BY STATE OF FLORIDA		YES; SUBMITTED	YES; SUBMITTED	YES; SUBMITTED
3. MUST DISCLOSE ANY LICENSE COMPLAINTS		SUBMITTED; NONE	SUBMITTED; NONE	SUBMITTED; NONE
4. MUST HAVE AT LEAST 10 YRS. OF EXPERIENCE AS INSURANCE CONSULTANT		YES; 25 YRS.	YES; 25 YRS.	YES; 30 YRS.
5. MUST HAVE PROVIDED BENEFITS CONSULTING SERVICES TO AT LEAST 3 FLORIDA PUBLIC OR PRIVATE SECTOR UNIONIZED GROUPS WITH A MINIMUM OF 100 EMPLOYEES.		YES; SUBMITTED	YES; SUBMITTED.	YES; SUBMITTED.
6. PRINCIPAL PLACE OF BUSINESS MUST BE PHYSICALLY LOCATED IN THE STATE OF FLORIDA FOR AT LEAST 3 YEARS.		YES; 25 YRS.	YES; OVER 10 YRS.	YES;
QUALIFICATIONS OF THE FIRM / OF ASSIGNED STAFF	DID NOT SUBMIT	YES; SUBMITTED	YES; SUBMITTED	YES; SUBMITTED
TECHNICAL APPROACH	DID NOT SUBMIT	YES; SUBMITTED	YES; SUBMITTED	YES; SUBMITTED
FEE PROPOSAL FORM FIXED FLAT FEE FOR BENEFIT CONSULTING SVCS	DID NOT SUBMIT	SUBMITTED $6650 PER MONTH $79,800 PER YEAR	YES $74,900 ANNUAL FEE + COMMISSIONS ON EMPLOYEE-PAID BENEFITS*	YES $80,000 ANNUAL FEE + INDUSTRY STD. COMMISSIONS APPLICABLE TO THE CITY'S BENEFITS LINE.*
PROPOSER ACKNOWLEDGEMENT	DID NOT SUBMIT	YES	YES	YES
PROPOSER QUALIFICATION STATEMENT	DID NOT SUBMIT	YES	YES	YES
ACKNOWLEDGEMENT OF ADDENDA	DID NOT SUBMIT	YES	YES	YES
ADDENDUM 1	DID NOT SUBMIT	YES	YES	YES
ADDENDUM 2	DID NOT SUBMIT	YES	YES	YES
ADDENDUM 3	DID NOT SUBMIT	YES	YES	YES

REQUEST FOR PROPOSALS
EMPLOYEE BENEFITS CONSULTING SERVICES

RFP DUE DATE: 4/13/2018
RFP OPENING TIME: 2:30 P.M.
RFP No.: 012-1610-18/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	**FLORIDA LEAGUE OF CITIES, INC.** 125 E. COLONIAL DRIVE; PO BOX 530065 Orlando FL 32853-0065 Contact: Lindsey Larson, Account Executive Tel: 920-606-9716	**THE GEHRING GROUP, INC.** 4200 Northcorp Parkway, Suite 185 Palm Beach Gardens, FL 33410 Contact : Cindy Thompson, V.P. of Operations Tel: 561-626-6797	**SOUTHEAST SERIES OF LOCKTON COMPANIES, LLC DBA LOCKTON COMPANIES** 3601 SW 160 Ave., Suite 200 Miramar, FL 33027 Contact : Michael E. Meredith, Executive Vice President 561-504-1449	**MARSH & MCLENNAN AGENCY, LLC** 1555 North Federal Highway, Suite 314 Boca Raton, FL 33432 Contact : Marybeth Gray, Senior Strategist, Health & Welfare Consulting 610-207-8985
REFERENCES SUBMITTED	DID NOT SUBMIT	YES; 4	YES; 4	YES; 4
ANTI-KICKBACK AFFIDAVIT	DID NOT SUBMIT	YES	YES	YES
NON COLLUSION AFFIDAVIT OF RESPONDENT	DID NOT SUBMIT	YES	YES	YES
CONFIRMATION OF MINORITY OWNED BUSINESS	DID NOT SUBMIT	SUBMITTED / NON-MINORITY	SUBMITTED / N/A	SUBMITTED / NON-MINORITY
CONFIRMATION OF DRUG-FREE WORKPLACE	DID NOT SUBMIT	YES	YES	YES
PALM BEACH COUNTY INSPECTOR GENERAL ACKNOWLEDGMENT	DID NOT SUBMIT	YES	YES	YES
LOCAL BUSINESS STATUS CERTIFICATION	DID NOT SUBMIT	SUBMITTED - NOT LOCAL	SUBMITTED - NOT LOCAL	SUBMITTED - NOT LOCAL
SCHEDULE OF SUB-CONSULTANTS	DID NOT SUBMIT	SUBMITTED; NONE	SUBMITTED; N/A	SUBMITTED; NONE
STATEMENT OF NO SUBMITTAL	DID NOT SUBMIT	N/A	N/A	N/A
COMMENTS / OTHER	RECOMMENDED AS NON-RESPONSIVE	SUBMITTED VARIOUS SAMPLE REPORTS AND DOCUMENTS	*CONDITIONED FEES - SEE RFP SUBMITTAL. SUBMITTED VARIOUS SAMPLE REPORTS AND DOCUMENTS	*CONDITIONED FEES - SEE RFP SUBMITTAL. PROPOSED ALTERNATE PROFESSIONAL SERVICE AGREEMENT TOOK EXCEPTIONS TO: LIABILITY CLAUSE; INSPECTOR GENERAL CLAUSE; PUBLIC RECORDS CLAUSE; & STD. TERMS AND CONDITIONS

Tabulated by: Ilyse Triestman 4.16.18

RFP FOR "EMPLOYEE BENEFITS CONSULTING SERVICES"

RFP No.: 012-1610-17/IT

SUMMARY OF REVIEWERS SCORES - EVALUATION COMMITTEE MEETING (INITIAL RANKING/SHORTLIST) - 5/9/18 at 2:00 PM

NAME:	QUALIFICATIONS OF FIRM MAX - 15	EXP. & QUAL. OF PROJ. LEADER & PROJ. TEAM MAX - 10	TECH. APPROACH & METHODOLOGY MAX - 20	FIRM'S EXP. W/ RFP'S, HEALTH CARE COST REDUC., WELLNESS INITIATIVES, ETC. MAX - 25	REFERENCES MAX - 5	FEE PROPOSAL MAX - 20	LOCAL BUS. CERT. FORM MAX - 5	TOTALS MAX - 100	RANKING
FLORIDA LEAGUE OF CITIES, INC.									
J. OLDBURY								0.00	NOT
M. FREDERIKSEN								0.00	REVIEWED
A. JAVIER								0.00	NON-RESP.
TOTAL ALL EVALUATORS								**0.00**	
GEHRING GROUP, INC.									
J. OLDBURY	15.00	10.00	18.00	24.00	5.00	20.00	0.00	92.00	
M. FREDERIKSEN	15.00	9.00	20.00	25.00	5.00	20.00	0.00	94.00	**1**
A. JAVIER	15.00	9.00	19.00	25.00	5.00	18.00	0.00	91.00	
TOTAL							0.00	**277.00**	
LOCKTON COMPANIES, INC.									
J. OLDBURY	8.00	5.00	13.00	16.00	4.00	10.00	0.00	56.00	
M. FREDERIKSEN	12.00	7.00	19.00	17.00	3.00	19.00	0.00	77.00	**2**
A. JAVIER	14.00	8.00	16.00	21.00	5.00	15.00	0.00	79.00	
TOTAL							0.00	**212.00**	
MARSH AND MCLENNAN AGENCY, LLC.									
J. OLDBURY	7.00	3.00	11.00	13.00	4.00	7.00	0.00	45.00	
M. FREDERIKSEN	13.00	8.00	18.00	20.00	4.00	18.00	0.00	81.00	**3**
A. JAVIER	11.00	7.00	17.00	19.00	5.00	15.00	0.00	74.00	
TOTAL							0.00	**200.00**	

VERIFIED BY: I. TRIESTMAN 5/10/18

CITY OF BOYNTON BEACH

RFP No-012-1610-18/IT
Employee Benefits Consulting Services

Proposal Contact: Cindy Thompson, V.P. of Operations
Tel: (800) 244-3696 or (561) 626-6797
Email: cindy.thompson@gehringgroup.com

Due Date:
Friday, April 13, 2018 @ 2:30 P.M.

Submitted by:

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

4200 Northcorp Parkway, Suite 185
Palm Beach Gardens, Florida 33410
(561) 626-6797 / (800) 244-3696
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Tab 1:

Introduction Letter

The Respondent shall provide an Introduction letter on corporate letterhead, signed by an authorized representative of the company. The letter should clearly indicate the company name, address and signature. This letter shall provide a brief narrative highlighting the Respondent's proposal. This tab section should not include cost quotations.

April 4, 2018

City of Boynton Beach
Finance/Procurement Services
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33425

Re: RFP No. 012-1610-18/IT
Employee Benefits Consulting Services

Dear Evaluation Committee Member:

Gehring Group is pleased to provide this proposal in response to the Request for Proposal for Employee Benefits Consulting Services. As the City's current Insurance Broker of Record, we welcome the opportunity to submit this response for consideration and express our sincere desire to continue our successful relationship.

Gehring Group is unique in our qualifications to be your broker/consultant for three notable reasons: 1) we are public sector experts as public sector is our only industry specialty; 2) our unique non-producer corporate organizational structure allows us to offer our clients a broad depth of value added services and a deep bench of expertise; and 3) our all-inclusive service model allows our clients the opportunity to utilize our resources without concern for additional cost.

First, public sector is (and for over 25 years has been) our only specialty industry, and accordingly it influences how we think, and how we tailor our services and processes – specifically for the unique needs and nuances of this very important sector of employer organizations. We have provided insurance related services to over 100 public sectors throughout Florida. These organizations include municipalities, counties, school boards, utility and transit authorities, special taxing districts and constitutional offices. Our extensive public sector focus and expertise affords us the ability and experience to provide real time benchmarking studies and related case study comparatives for consideration.

Second, our organization is a collaborative advisory firm, rather than an agency of producers. Our team members, including our benefits consultants, are paid a salary rather than a commission. What this means for our clients is a depth of centralized resources and a think tank of seasoned experts and professionals committed to serving all clients' needs, collaborating and negotiating in an informed and experienced concurrent manner in order to achieve the most cost savings and greatest results for our clients. It also means resources – we employ our own wellness coordinators, ACA experts and graphic designers, and we tap into necessary outside focused resources to benefit our clients such as employment attorneys, Affordable Care Act attorneys, and actuaries with health program specialty. Without producers as a sales force, it is especially important to our organization that we create amazing client experiences – because we grow by having great references. At the foundation of Gehring Group's approach to client engagement is a commitment to transparency, flexibility and responsiveness.

Third, Gehring Group is unique in that we offer an all-inclusive model. Our core services exceed those requested in the Scope of Services outlined in the RFP; and we have outlined various additional value-added services throughout our proposal which are included within our fee.

Boynton Beach Achievements

Gehring Group has enjoyed a successful relationship that has benefited the City and its members since 2012. During this time, your dedicated Gehring Group team has guided the City proactively in identifying and modifying its overall benefits program and administrative processes in order to achieve efficiencies and capitalize on cost saving opportunities. Some of these proactive solutions, services, and savings achieved include but are not limited to:

- 2013/2014 plan year – Negotiated over $350,000 in premium savings over carrier proposed renewal for medical and dental insurance.
    - Conducted comprehensive benchmark survey of 12 surrounding entities to assist with union negotiations.
- 2014/2015 plan year – Conducted RFP process for all lines of coverage; investigated options to carve out Fire Department employee benefits; evaluated high deductible plan options; and performed network disruptions and network discount analyses. Through the RFP process, your Gehring Group team was able to negotiate and secure:
    - $35,000 in Wellness funds to offset the City's costs of implementing various wellness initiatives; and
    - $30,000 in Technology funds to offset the annual cost of an electronic enrollment system. (Gehring Group absorbs costs over $30,000.)
    - Conducted educations sessions for employees regarding the high deductible health plan (HDHP) concept during the implementation of the dual option plan.
- 2015/2016 plan year – Our team guided the City through:
    - Transitioning to a High Deductible Health Plan (HDHP) with City contributions to Health Savings Accounts (HSA) for each enrolled employee, saving the City over $1.5 million in comparison to its traditional plan renewal while negotiating an additional $40,000 in Wellness funds.
    - Implementing the BenTek Online Enrollment and Administration System which enabled the City's HR staff to administer and send benefits enrollment information to each vendor electronically and allowed employees to enroll in benefits coverage options online.
    - Negotiated $40,000 of Wellness funds and $30,000 in Technology funds.
- 2016/2017 plan year – Gehring Group and the City collaborated to develop a three-year strategic plan which includes the implementation of an onsite Employee Health Center, transitioning from a fully insured to a self-funded hybrid product, with the ultimate goal of self-insuring the medical program. During this process our team:
    - Conducted a comprehensive RFP process to secure a viable clinic vendor to administer the onsite Employee Health Center for City employees, ultimately selecting Care ATC as the awarded vendor.
    - Negotiated a 0% (no increase) to the medical coverage renewal.
    - Negotiated $40,000 of Wellness funds and $30,000 in Technology funds.

- Conducted a thorough compliance review to ensure the City's employee benefits programs remain in compliance with all State and Federal regulations including the Affordable Care Act.
- Discussed future integration of the City's Wellness program with services provided by the Health Center.

- 2017/2018 plan year – During the current plan year, we continue to execute our strategic plan by:
  - Transitioning from a fully insured to self-insured hybrid product, (minimum premium arrangement), allowing the City to retain any plan surpluses. The result of this transition was a 14% reduction in premium from the prior year (over $950,000 in savings) with no changes to the medical plan design. This reduction also enabled the City to increase its contribution to dependent coverage premiums, making it more affordable for employees to cover their dependents.
  - Holding weekly implementation calls with CareATC to review concerns, timelines and expectations with establishing the City's onsite Employee Health Center.
  - Providing a designated, certified Wellness Coordinator who worked in collaboration with the City to initiate and implement a formal wellness program, and develop collateral logo and employee communication materials for the City branded program, *B.O.D.S. (Bettering Our Daily Selves)*.

- Gehring Group has assisted the City with planning and coordinating its annual Wellness and Benefits fair since our engagement in late 2012. Our continued assistance includes Wellness Compliance for screenings, scheduling vendors, creating communication flyers and printed banners to encourage employee attendance, and more.

- Gehring Group's ACA experts have assisted the City in completing the annual 1094/1095-C forms as required under the Affordable Care Act effective for the calendar years 2015, 2016 and 2017. With our determined and deliberate approach to providing one on one assistance to our clients, we worked with the City's payroll department, BenTek and the City's IRS reporting vendor, American Technology Solutions (ATS), to review the BenTek import data file for accuracy, provide the file for import from BenTek into ATS, and populate the applicable "offer" and "safe harbor" codes for the City's review and approval.

Through strategic planning involving plan design changes, onsite Health Center implementation, transitioning funding arrangements and wellness program, the City has realized a four-year average overall reduction claims Per Employee Per Month (PEPM) as well as a reduction in premium to date compared to the 2014/2015 plan year.

The services we provide include expert knowledge of the insurance industry and all available programs and funding options, consistent monitoring of the program claims experience, review of contract language, and the provision of budgetary projections and funding recommendations. Inherent in this process is marketing and renewal analysis, the RFP and evaluation process, clinic consulting and management, recommendations to staff and assistance with compliance issues such as domestic partner and overage dependent imputed income administration and performing the annual 112.08 filing of actuarial soundness requirement.

Additional provided services include benefits communication and graphics services, new hire and open enrollment assistance, assistance with claims and billing issues and legislative compliance including Health Care Reform. In addition, your Gehring Group team is available on an ongoing basis for onsite meetings with Staff, health and wellness committees, union groups, City management and council members, or the general employee population. Our in-house graphics department is also available to design and produce various employee communication pieces in addition to our annual Employee Benefits Highlights booklet and Wellness Program Brochure that is customized according to your benefits options. Our comprehensive proposal includes all services as outlined in the RFP.

In addition, our extensive public sector focus and expertise affords us the ability and experience to provide real time benchmarking studies and related case study comparatives for consideration. With a centralized, rather than decentralized analytics team, and benefits consultants who are salaried, rather than commissioned, our professionals serving our clients collaborate and negotiate in an informed and experienced concurrent manner in order to achieve the most cost savings and greatest results for our clients.

As the top producing brokers/consultants specializing only in serving public sector entities throughout the state, our firm also has the distinct honor of participating in the agent advisory councils of some of the top carriers in the state include Florida Blue, CIGNA HealthCare and Humana. This provides us with considerable leverage during client negotiations. We have also received additional recognitions and have been named a Florida Blue BlueDiamond Producer, CIGNA HealthCare Platinum Broker and United Healthcare Gold Membership. These strong carrier relationships allow us to effectively negotiate and implement innovative and cost saving measures. We represent all carriers objectively and hold no interest or ownership in any insurer or TPA; therefore, emphasizing our independent status.

In summary, Gehring Group continues to meet and exceed the minimum requirements of the RFP including licensing and insurance requirements, and we are confident that we can continue to provide the City with additional value and exceptional services. Our past success with the City and approach to the business, coupled with our extensive public sector experience, familiarity with applicable regulations, market relationships, and enthusiasm make us the broker of choice. We thank the members of the selection committee in advance for the review of our comprehensive response and stand ready to provide any additional required clarification upon review of this proposal's contents.

Sincerely,

Kurt Gehring, CEO
Gehring Group

Tab 2: Statement of Organization

Respondent shall provide the following information:

A. **Legal contracting name including any dba.**

The Gehring Group, Inc.

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

Florida

C. **Ownership structure of Respondent's company. (e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)**

S-Corporation

D. **Federal Identification Number.**

65-0361295

E. **Contact information for Respondent's Corporate headquarters.**

Address:	4200 Northcorp Parkway, Ste. 185
City, State, Zip:	Palm Beach Gardens, FL 33410
Phone:	561-626-6797 | 800-244-3696

F. **Contact information for Respondent's Local office (if any).**

Address:	4200 Northcorp Parkway, Ste. 185
City, State, Zip:	Palm Beach Gardens, FL 33410
Phone:	561-626-6797 | 800-244-3696

G. **List of officers, owners and/or partners, or managers of the firm. Include names, business addresses, email addresses, and phone numbers.**

100% Owner:	Kurt Gehring, CEO
Address:	4200 Northcorp Parkway, Ste. 185
City, State, Zip:	Palm Beach Gardens, FL 33410
Phone:	561-626-6797 | 800-244-3696
Email:	kurt.gehring@gehringgroup.com

Officer:	Kate Grangard, CPA, CFO
Address:	4200 Northcorp Parkway, Ste. 185
City, State, Zip:	Palm Beach Gardens, FL 33410
Phone:	561-626-6797 | 800-244-3696
Email:	kate.grangard@gehringgroup.com

Officer:	Cindy Thompson, Vice President – Operations
Address:	4200 Northcorp Parkway, Ste. 185
City, State, Zip:	Palm Beach Gardens, FL 33410
Phone:	561-626-6797 | 800-244-3696
Email:	cindy.thompson@gehringgroup.com

H. **Any additional organizational information that Respondent wishes to supply to augment its organizational structure.**

Gehring Group will supply any additional information regarding the organization structure as requested.

I. **Contact information for Respondent's Primary representative during this RFP process.**

Name: Cindy Thompson, Vice President – Operations
Phone: 561-626-6797 | 800-244-3696
E-mail: cindy.thompson@gehringgroup.com
Address: 4200 Northcorp Parkway, Ste. 185
City, State, Zip: Palm Beach Gardens, FL 33410

J. **Contact information for Respondent's Secondary representative during this RFP process.**

Name: Valerie Ensinger, Contracts Administrator
Phone: 561-626-6797 | 800-244-3696
E-mail: Valerie.ensinger@gehringgroup.com
Address: 4200 Northcorp Parkway, Ste. 185
City, State, Zip: Palm Beach Gardens, FL 33410

K. **Briefly summarize any potential conflicts of interest, pending or current litigation relating to the performance of requested financial advisory services.in which Respondent is a part to. Disclose any circumstance where the conduct of the Respondent is being investigated or has had an adverse determination by any legal or administrative body.**

Gehring Group has no conflicts of interest and is not involved in any pending or current litigation relating to the performance of the requested services. In addition, neither the firm nor any of its employees is being or has been investigated or had an adverse determination by any legal or administrative body.

L. **Provide details of any ownership changes to Respondent's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).**

There has been no changes in ownership or corporate officers in the past three years, nor are any changes anticipated within the next six months.

Tab 3:

Minimum Qualifications

Each respondent shall submit information and documentation requested that confirms it meets the following qualification requirement(s):

1. **Must be registered with the State of Florida, Division of corporations to do business in Florida.**

   Gehring Group is a Florida corporation, incorporated in 1992.

2. **Must be licensed as required by the Florida Department of Financial Services, Division of Insurance Agent and Agency Services as a Licensed General Lines (2-20) Agent, Life (2-14) Agent, Health & Life (2-15) Agent, and/or Health Agent (2-40) who is appointed to represent one or more insurers.**

   Provide a copy of Proposer's insurance license issued by the Florida Department of Financial Services.

   The following includes a copy of Gehring Group's agency license as well as copies of the individual insurance licenses held by each member of the City's proposed service team:

Agency License:

FLORIDA DEPARTMENT of FINANCIAL SERVICES

GEHRING GROUP, INC.

4200 NORTHCORP PARKWAY
STE. 185
PALM BEACH GARDENS FL 65036-1295

Agency License Number L088691

Location Number: 126219

Issued On 05/14/2014

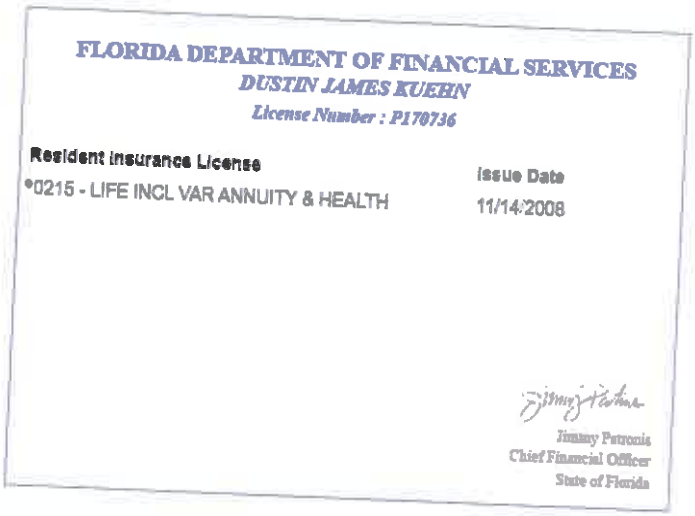
Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location

Jimmy Patronis
Chief Financial Officer
State of Florida

Individual Licenses:

Senior Benefits Consultant
Dustin Kuehn

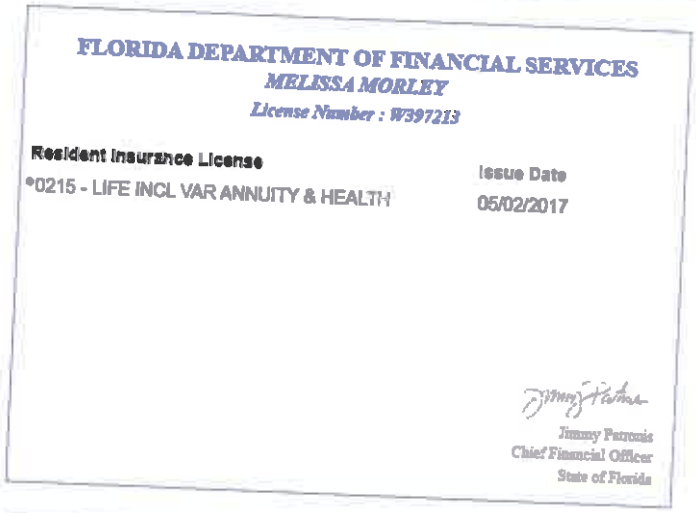


FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DUSTIN JAMES KUEHN
License Number : P170736

Resident Insurance License	Issue Date
*0215 - LIFE INCL VAR ANNUITY & HEALTH	11/14/2008

Jimmy Patronis
Chief Financial Officer
State of Florida

Benefits Consultant
Melissa Morley

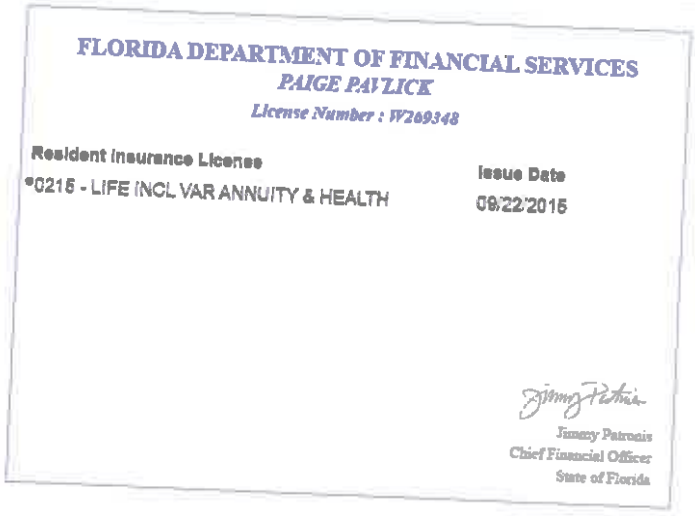


FLORIDA DEPARTMENT OF FINANCIAL SERVICES
MELISSA MORLEY
License Number : W397213

Resident Insurance License	Issue Date
*0215 - LIFE INCL VAR ANNUITY & HEALTH	05/02/2017

Jimmy Patronis
Chief Financial Officer
State of Florida

Senior Account Manager
Paige Pavlick

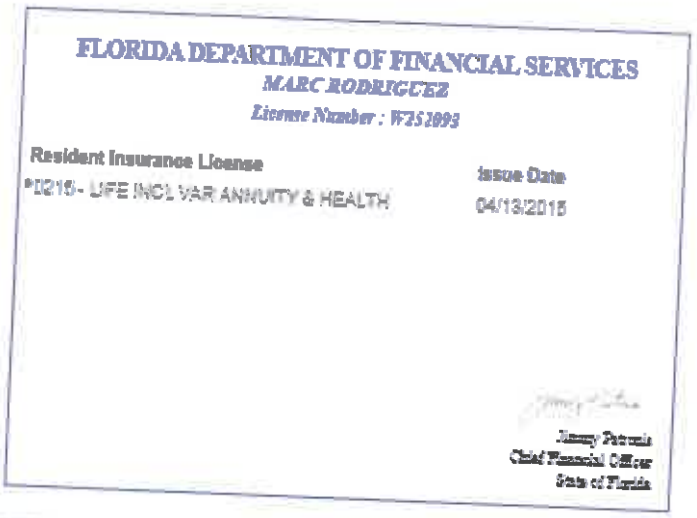


FLORIDA DEPARTMENT OF FINANCIAL SERVICES
PAIGE PAVLICK
License Number : W269348

Resident Insurance License	Issue Date
*0215 - LIFE INCL VAR ANNUITY & HEALTH	09/22/2015

Jimmy Patronis
Chief Financial Officer
State of Florida

Employee Benefits Analyst
Marc Rodriguez

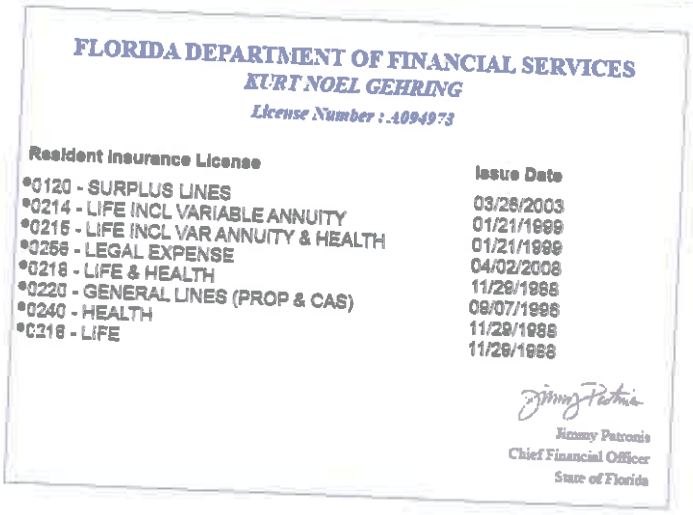


FLORIDA DEPARTMENT OF FINANCIAL SERVICES
MARC RODRIGUEZ
License Number : W251093

Resident Insurance License	Issue Date
*0215 - LIFE INCL VAR ANNUITY & HEALTH	04/13/2015

Jimmy Patronis
Chief Financial Officer
State of Florida

CEO
Kurt Gehring



FLORIDA DEPARTMENT OF FINANCIAL SERVICES
KURT NOEL GEHRING
License Number : A094973

Resident Insurance License	Issue Date
*0120 - SURPLUS LINES	03/26/2003
*0214 - LIFE INCL VARIABLE ANNUITY	01/21/1999
*0215 - LIFE INCL VAR ANNUITY & HEALTH	01/21/1999
*0256 - LEGAL EXPENSE	04/02/2008
*0216 - LIFE & HEALTH	11/29/1988
*0220 - GENERAL LINES (PROP & CAS)	09/07/1996
*0240 - HEALTH	11/29/1988
*0216 - LIFE	11/29/1988

Jimmy Patronis
Chief Financial Officer
State of Florida

3. **Must disclose any insurance license complaints for the last five (5) years, or, if none, must provide supporting documentation.**

Gehring Group is pleased to state that there have been no insurance license complaints for the last five years or prior. Please refer to Gehring Group's ***Letter of Certification*** from the Florida Department of Financial Services included below.

CHIEF FINANCIAL OFFICER
JIMMY PATRONIS
STATE OF FLORIDA

LETTER OF CERTIFICATION

04/11/2018

GEHRING GROUP, INC.
4200 NORTHCORP PARKWAY
STE. 185
PALM BEACH GARDENS FL 65036-1295

Re: GEHRING GROUP, INC.
License Number: L088691

The above named currently holds a license for the following line(s) of insurance:

- **Licensee:** 21-05 AGENCY LICENSE(LIC. # L088691)
  Issued: 05/14/2014
  Appointed? No

This license does not require continuing education.

The licensee has qualified for the above line(s) of insurance by examination, designation, or experience.

No person may act as, advertise, or hold himself or herself out to be an insurance agent or adjuster unless he or she is currently licensed by the department and appointed by an appropriate appointing entity or person.

An insurance agency location can only transact insurance in the lines of business that its agents are licensed and appointed to transact.

END OF LETTER
NO FURTHER LICENSE INFORMATION SHALL APPEAR BELOW THIS LINE

• • •

Florida Department of Financial Services
Division of Agent and Agency Services
Bureau of Licensing
www.MyFloridaCFO.com
200 East Gaines Street, Tallahassee, FL 32399-0318

4. **Must have at least ten (10) years of experience in providing health insurance consultant services for fully insured health plans and self-insured health plans in the Florida Public/Private Sector Group Insurance market. Preference will be given to those individuals demonstrating in depth experience with comprehensive wellness programs and onsite clinic implementation.**

Gehring Group has been providing expert employee benefits consulting services to Florida public sector entities for over 25 years and has grown to become one of the most respected insurance and risk management consulting agencies in the state. Furthermore, Gehring Group has serviced over 30 of our public sector clients for over ten years. Our clients have successfully implemented leading edge concepts such as Consumer Directed Health Plans, Onsite Clinics and Innovative Wellness Programs. Our team members are pioneers with regard to onsite clinic/wellness center consultation; spearheading the RFP and implementation process for over 20 clients, many of which integrate wellness initiatives with the healthcare and screening services provided through the clinic.

Gehring Group holds a strong commitment to hiring talented high caliber professionals for our team and remaining on the cutting edge of industry innovation. Such strategic hires include former risk management personnel with public sector experience as well as former insurance carrier personnel with significant client service and underwriting experience. We also have former insurance carrier underwriters, who bring their significant experience and expertise into the negotiation of carrier renewals and rates, to the direct benefit of our clients. All personnel who interact with clients are properly licensed and remain in compliance with all continuing education requirements.

5. **Must have provided benefits consulting services to a minimum of three (3) Florida public sector groups with a minimum of 350 employees. Provide a list of all such clients and the time period of each engagement.**

Gehring Group currently serves the following clients who each have more than 350 employees:

Public Entity	Client Since
Cape Coral, City of	10/3/2011
Charlotte County BOCC	9/26/2000
Citrus County BOCC	3/24/2009
Clearwater, City of	5/1/2001
Clerk & Comptroller, Palm Beach County	10/1/2002
Cocoa, City of	10/1/2012
Coral Springs, City of	2/15/2017
Deerfield Beach, City of	8/1/2015
Delray Beach, City of	3/1/2015
Hernando County BOCC	4/13/2011
Hollywood, City of	11/18/2014
Key West, City of	6/21/2001
Lake Worth, City of	4/18/2017
Lee County Sheriff Office	11/15/2015
Margate, City of	9/19/2012
Martin County BOCC	2/21/2001

Public Entity	Client Since
Martin County School District	8/16/2004
Martin County Sheriff's Office	10/1/2008
Naples, City of	5/5/2010
North Port, City of	3/23/2017
Osceola County Sheriff's Office	5/17/2011
Palm Bay, City of	4/23/2015
Palm Beach County Sheriff's Office	11/1/1992
Pinellas Suncoast Transit Authority	5/1/2013
Port St. Lucie, City of	7/12/2011
Sarasota County Sheriff's Office	3/2/2010
Solid Waste Authority of Palm Beach County	5/8/1995
South Florida Water Management District	5/22/2017
Southwest Florida Water Management District	7/11/2014
St. Lucie County Sheriff's Office	3/25/2013
Government of the US Virgin Islands	6/28/2017
Virgin Islands Water & Power Authority	1/16/2018
West Palm Beach, City of	4/28/1998

6. **Principal place of business must be physically located in the Broward, Miami-Dade, Martin County, or Palm Beach County area for a minimum of six (6) years.**

Gehring Group's corporate headquarters and main servicing office to the City has been located in Palm Beach County, FL for over 25 years.

Assigned Staff

Tab 4: Qualifications of Firm/Assigned Staff

Provide a list of current clients and the carriers utilized. In addition, provide the amount of any commissions/incentive the Contractor receives from the carrier.

A. QUALIFICATIONS OF THE FIRM

1. Provide a brief history of the firm.

Incorporated in 1992, Gehring Group has been providing expert employee benefits consulting services to Florida public sector clients for over 25 years and has grown to become one of the most respected insurance and risk management consulting agencies in the state. Since incorporation in 1992, Gehring Group has experienced consistent growth year over year in staff and number of clients. Under the guidance and visionary leadership of Kurt Gehring, CEO, Gehring Group clients have successfully implemented leading edge concepts such as Consumer Directed Health Plans, Onsite Clinics and Innovative Wellness Programs. With expertise in all lines of coverage, the various funding arrangements and cutting edge, innovative cost saving solutions, our team can provide the City with various options and solutions to counter the increasing cost of health care. In addition, Gehring Group developed BenTek, an internet based employee benefits administration system in order to meet the growing benefit administration needs of its clients. Gehring Group currently employs over 60 full-time staff members and continues to specialize in serving the public sector. BenTek employs over 20 service staff and software developers. In addition to expert level benefits consulting services, we are also known for the value-added services that we provide to our clients including:

- Affordable Care Act Consulting
- Employee Advocacy Services
- Custom Graphics and Employee Communications Division
- Actuarial Services (via subcontracted resource)
- Wellness Program Consulting
- Employee Health Center (Clinic) Consulting
- Human Resources and Compliance Resources
- Online Enrollment & Benefits Administration (BenTek®)

Kurt Gehring remains 100% owner of the firm; therefore, decisions can be made quickly without the layers and red tape inherent in other firms. Gehring Group's philosophy is to provide a full range of superior brokerage and consulting services to each of our clients. We take an innovative, proactive approach to continuously enhance the quality of our performance level beyond industry standards by providing an unparalleled service philosophy and a dedication to protecting the financial assets of our clients. Gehring Group's team of experts strives to become a collaborating partner in accomplishing each client's desired goals by developing long term strategies and working diligently to produce positive results. Our goal is for our clients to realize real dollar savings, while experiencing greater employee satisfaction through increased communication and availability of benefits information.

2. **Respondents must provide a list of all lawsuits in which the firm has been named as a party in the past four (4) years along with the status of the lawsuit.**

Gehring Group is pleased to state that the firm has not been named as a party in any lawsuits for the past four years or prior to that.

3. **Demonstrate the Firm's experience with Public Entity Employee Benefit Programs in the State of Florida. (The degree of past experience of the proposing firm and consultant with public sector benefit plans will be a primary evaluation criterion.)**

Gehring Group has focused on servicing public sector entities for over 25 years; therefore, our firm has accumulated a vast amount of work experience relevant to that necessary to serve the needs of the City. Gehring Group's successful experience with public sector entities is further evidenced by the number of current public sector clients provided herein.

Since Gehring Group's client base consists of public entities, our firm is uniquely qualified in its understanding of public entity issues. We understand the bid process and public record laws while maintaining knowledge of the constantly changing and complex Statutes that apply to governmental organizations. This specialized knowledge is especially vital when negotiating renewals and program changes with insurance carriers, Florida insurance trusts, and health insurance consortiums. We have access to benchmark information and are familiar with the Florida insurance market as a whole.

Additionally, our staff has extensive experience with evaluating, implementing and servicing all types of programs that include Health Savings Accounts (HSA), Health Reimbursement Accounts (HRA), Consumer Driven Health Plans (CDHP), and Cafeteria Plans. Through our knowledge and expertise, Gehring Group is able to aid clients in determining which plans represent viable options in order to assist management in making informed decisions regarding new concepts and identifying benefit programs that are in the best interest of their organization and membership. We work with the City to ensure that all union and benefit obligations have been considered throughout any RFP, evaluation and implementation process, and that the resulting contracts conform with the City's obligations under any union agreements. During Gehring Group's tenured experience, we have assisted our clients through a variety of plan and funding changes, recently transitioning the City itself to a minimum premium arrangement in order to take advantage of the savings associated with integrating the City's Wellness Program with the services provided by the Employee Health Center resulting in increased return on investment year over year.

Gehring Group is well respected as a forward thinking consultant. Not only were we one of the first brokers to implement HRA's and HSA's at a public sector entity; we have substantial onsite clinic experience, independently advising on, and implementing various onsite/near-site health center models. We have also assisted numerous clients in evaluating various benefits technology tools such as online open enrollment and benefits eligibility and administration systems.

We also support our clients in our role as advisor in the face of health care reform and the recent legislation issued by the new administration. We have assisted, and continue to assist our clients through the compliance steps mandated by the Acts. We routinely guide our clients with compliance and preparing financially in anticipation of legislative regulations. During this time of

legislative change, Gehring Group has taken on the role of becoming and educational resource for our clients by consistently hosting informative seminars and webinars on relevant topics.

Gehring Group has proven to be invaluable in assisting clients to control spiraling benefit costs. We continually ensure clients are up to date and informed on the latest market trends. We recommend that our clients make employee benefits management a strategic initiative by defining objectives and developing an action plan based on meeting those objectives and ensuring an organized, complete approach to fulfilling our clients' benefits and budget needs.

4. **Firm must have demonstrated experience with the evaluation and implementation of onsite employee medical clinics and comprehensive wellness initiatives. Describe experience (Maximum three pages, double-spaced, 12-point type.)**

Experience with Onsite Clinics

Gehring Group's clinic consulting experience is vast and includes assisting over 20 clients, including the City of Boynton Beach, in making the decision of whether to open an on-site health clinic. This process includes conducting a feasibility analysis to determine if our clients can take advantage of the potential cost saving benefits of opening an on-site or near-site clinic. By shifting costs from the medical plan to the clinics, many groups have been better able to manage specific areas of claims costs such as prescription drugs and preventive care visits, while providing additional access to medical care to their employees and their dependents at a lower cost. It is important to note that Gehring Group has no tie to any specific clinic provider, receives no compensation from ANY clinic vendor, and can therefore offer a completely unbiased recommendation based on which proposal best meets the needs of each group.

Gehring Group's first priority is to meet with staff to determine the goals they are trying to achieve by operating an employee health center. As a part of this process Gehring Group reviews the programs and services that are envisioned in the operations of the clinic. This discussion includes considerations for medical services, staffing, equipment, facility type and location, prescription dispensing, and whether occupational medicine or worker's compensation services will be provided. Other relevant discussion items include incentives for clinic use such as lower or no copays, integration of any wellness programs, and the availability of free generic prescriptions. Based on our experience with onsite clinic implementations, your Gehring Group team is able to facilitate these discussions and cover topics that may not have been otherwise discussed in the planning stage.

Some of the clients for whom our team performed a feasibility analysis, coordinated the RFP process, conducted the entire bid evaluation and finalist interview through to the implementation process include the Charlotte County BOCC, Palm Beach County Sheriff's Office, City of Clearwater, City of West Palm Beach, City of Cocoa Beach, City of Dunedin, Martin County Sheriff's Office and City of Port St. Lucie.

Experience with Implementing Wellness Programs & Initiatives

Gehring Group has assisted a number of clients in implementing a structured wellness program with the goal of encouraging employees toward a culture of wellness. We are available to assist our clients in developing a concrete wellness strategy with written goals and are there each step of the way. Gehring Group coordinates services between carriers, health and wellness vendors, and the client to facilitate the delivery of appropriate and coordinated health management and care management services through various outlets including clinics, educational seminars, management programs offered through the carrier, carrier resources, programs developed by the Gehring Group wellness team, and health improvement wellness challenge platform vendors. Our Wellness Coordinators have knowledge of various effective wellness vendors and can provide you with an overview of the various services that may be in your best interest as there are many aspects of a wellness program to take into consideration in the early stages of development of the program in order to obtain measurable results. These include:

- Obtaining results through periodic health risk assessments and screenings; structured and non-structured activities provided by internal and external resources;
- Providing incentive programs to encourage and sustain participation;
- Attaining support of management in order to effectively communicate and encourage participation; and
- Determining the budget for the program.

The simplest of Wellness Programs can cost next to nothing; however, Wellness Programs in which health risk assessments and biometric screenings are conducted for the entire employee population and measured throughout several plan years can incur substantial cost to the group. For many of our clients who may not have a "wellness budget" per se, Gehring Group has been successful in negotiating "wellness funds" from various health insurance carriers inclusive with

their renewal proposals as experienced by the City of Boynton Beach. Gehring Group successfully negotiated over **$150,000 of wellness funds** during the past four years from the City's current health insurance provider to fund the City's wellness initiatives.

Another strategy Gehring Group has employed is to enlist the client's EAP provider or health insurance carrier to provide more extensive disease management and educational wellness seminars. We have also assisted some of our larger clients in the implementation of a comprehensive wellness plan that includes incentives for lifestyle changes such as weight loss, smoking cessation, lowering their cholesterol, exercise, etc.

Planning and Launching a Comprehensive Wellness Program

The City of Boynton Beach is just one example of our experience in the initiation and rollout of a structured Wellness Program. Our Wellness team has also implemented structured and aggressive wellness programs at other public entities such as the City of Naples, City of Clearwater, Charlotte County BOCC, City of Port St. Lucie and City of West Palm Beach to name a few. Coordinated by Gehring Group's Wellness Coordinator, Stephanie Morris, the City's *Boynton Beach B.O.D.S. (Bettering Our Daily Selves)* campaign kicked off in early 2017. The program began with a meeting with the City's HR Director and staff to discuss the mission and direction for the wellness initiative, thus beginning the process of working with the City to create a comprehensive, cost effective wellness program.

To accomplish this task, Gehring was able to negotiate Wellness funds from the City's health insurance carrier to help develop the program. From there, we worked with the City to brand the program through a "Name that Campaign" contest to brand the program and encourage employees to initially engage in the process and feel a sense of ownership in the program. The next step was to set up a wellness committee to help strategize, communicate information to employees, and develop educational programs. Gehring Group's wellness services for the City of Boynton Beach also includes conducting employee interest and satisfaction surveys, serving on the City's Wellness Committee and strategizing with wellness committee members during bi-monthly meetings, launching incentives for completing biometric screenings and health assessments at the Employee Health Center, planning and communicating wellness challenges and campaigns with e-blasts and flyers created by Gehring Group's graphics department, planning and

coordinating employee health and wellness fairs and assisting with the planning and budgeting of wellness funds.

5. **List all Florida public and private sector clients for whom your firm has provided services.**

Provide:

- **Types of employee benefit plan services**
- **Date contract began**
- **Date contract ended. If services are on-going, so state.**

Gehring Group has provided or is currently providing comprehensive employee benefits consulting services for all lines of employee benefits coverage to the following clients within the past 10 years. (Data beyond 10 years past the contract end date has been archived.)

Account Name	Client Since	Contract End Date
Arc of Palm Beach County	9/15/2017	contract ongoing
Arcadia, City of	9/29/2000	9/30/2012
Boca Raton, City of	9/30/2007	9/30/2012
Boynton Beach, City of	1/1/2013	10/1/2018
Brooksville, City of	10/1/2007	contract ongoing
Cape Coral Professional Fire Fighters HIT	11/5/2015	contract ongoing
Cape Coral, City of	10/3/2011	12/31/2022
Career Source Palm Beach County	10/1/2007	contract ongoing
Charlotte County BOCC	9/26/2000	contract ongoing
Children's Services Council of PBC	4/6/2005	9/30/2020
Citrus County BOCC	3/24/2009	11/30/2019
Clearwater, City of	5/1/2001	contract ongoing
Clerk & Comptroller, PBC	10/1/2002	9/30/2021
Cocoa Beach, City of	7/21/2016	4/1/2022
Cocoa, City of	10/1/2012	6/11/2019
Coconut Creek, City of	6/1/2010	2/28/2022
Cooper City, City of	4/1/2009	9/30/2009
Coral Springs, City of	2/15/2017	2/14/2023
Dania Beach, City of	5/30/2013	contract ongoing
Deerfield Beach, City of	8/1/2015	6/30/2020
Delray Beach, City of	3/1/2015	2/24/2021
Dunedin, City of	4/1/2004	contract ongoing
Estero Fire Rescue	7/12/2016	contract ongoing
Estero, Village of	7/14/2016	contract ongoing
Eustis, City of	6/26/2009	12/31/2009
Faith Farm Ministries	9/2/2008	contract ongoing
Fellsmere, City of	3/13/1997	contract ongoing
Florida Keys Aqueduct Authority	4/28/2006	3/31/2019
Fort Pierce, City of	11/13/2009	6/1/2011
Hernando County BOCC	4/13/2011	4/12/2021

Account Name	Client Since	Contract End Date
Hollywood, City of	11/18/2014	7/27/2020
Indian River County BOCC	7/1/2010	9/30/2017
Indian Trail Improvement District	8/25/2017	8/31/2022
Islamorada, Village of Islands	10/1/2012	contract ongoing
Juno Beach, Town of	8/18/2003	contract ongoing
Jupiter Island, Town of	6/6/2009	contract ongoing
Jupiter, Town of	1/1/2009	3/1/2018
Key West Hospice, Visiting Nurses Assn.	10/28/2009	9/4/2015
Key West Housing Authority	7/16/2009	contract ongoing
Key West, City of	6/21/2001	contract ongoing
Keys Energy Services	8/30/2010	8/30/2020
Lake Mary, City of	4/18/2013	4/18/2016
Lake Park, Town of	5/10/1994	contract ongoing
Lake Worth, City of	4/18/2017	contract ongoing
Lakeland Area Mass Transit District	3/18/2009	7/2/2016
Lantana, Town of	6/28/2004	12/31/2011
Lee County Sheriff Office	11/15/2015	contract ongoing
Lighthouse Point, City of	5/11/2011	6/30/2021
Loxahatchee River District	8/1/2009	contract ongoing
Manalapan, Town of	9/27/2006	contract ongoing
Marco Island, City of	7/5/2011	contract ongoing
Margate, City of	9/19/2012	9/1/2023
Martin County BOCC	2/21/2001	contract ongoing
Martin County School District	8/16/2004	6/30/2021
Martin County Sheriff's Office	10/1/2008	contract ongoing
Melbourne, City of	8/1/2015	9/30/2017
Miramar, City of	4/4/2012	12/31/2017
Naples, City of	5/5/2010	9/30/2020
North Palm Beach, Village of	6/8/2006	contract ongoing
North Port, City of	3/23/2017	3/28/2023
Oakland Park, City of	7/7/2011	7/7/2024
Okeechobee BOCC	6/30/2010	10/1/2010
Oldsmar, City of	8/1/2008	contract ongoing
Osceola County Clerk of Court	7/21/2011	12/31/2013
Osceola County Sheriff's Office	5/17/2011	9/30/2020
Oviedo, City of	4/1/2012	contract ongoing
Palm Bay, City of	4/23/2015	4/30/2020
Palm Beach County Expositions, Inc.	3/4/2014	contract ongoing
Palm Beach County Health Care District	3/29/2004	9/2/2010
Palm Beach County Sheriff's Office	11/1/1992	9/30/2023
Palm Harbor Fire Rescue	11/10/2015	contract ongoing
Palm Springs, Village of	11/5/2014	4/1/2022
Parkland, City of	5/1/2012	9/30/2023
Pasco County Clerk	3/1/2017	contract ongoing
Pinellas Suncoast Fire and Rescue	11/22/2011	contract ongoing

Account Name	Client Since	Contract End Date
Pinellas Suncoast Transit Authority	5/1/2013	7/31/2018
Port Richey, City of	1/20/2010	8/15/2017
Port St. Lucie, City of	7/12/2011	contract ongoing
Rockledge, City of	9/4/2012	contract ongoing
Royal Palm Beach, Village of	11/11/1993	contract ongoing
Sanibel, City of	2/1/2003	contract ongoing
Sarasota County BOCC	10/1/2017	10/20/2022
Sarasota County Sheriff's Office	3/2/2010	contract ongoing
Sarasota, City of	6/26/2009	6/26/2016
Satellite Beach, City of	7/22/2013	7/22/2018
Seacoast Utility Authority	1/1/1993	5/16/2019
Sebastian, City of	5/25/1999	contract ongoing
Solid Waste Authority of Palm Beach County	5/8/1995	6/11/2020
South Florida Water Management District	5/22/2017	6/30/2022
Southern Manatee Fire Rescue District	2/16/2016	contract ongoing
Southwest Florida Water Managment District	7/11/2014	6/30/2022
St. Lucie County Sheriff's Office	3/25/2013	contract ongoing
Stuart, City of	7/1/2003	contract ongoing
Tampa Bay Water Authority	8/1/2015	7/6/2024
Tax Collector, Palm Beach County	8/15/2007	contract ongoing
Ten-8 Fire Equipment, Inc.	5/1/2017	contract ongoing
Tequesta, Village of	5/1/2009	contract ongoing
US Virgin Islands, Government of	6/28/2017	6/30/2020
US Water Services Corporation	3/1/2014	contract ongoing
Vero Beach, City of	6/2/2003	9/30/2012
Virgin Islands Water & Power Authority	1/16/2018	1/16/2019
Wellington, Village of	3/23/2000	7/31/2024
West Palm Beach, City of	4/28/1998	1/31/2023

B. QUALIFICATIONS OF ASSIGNED STAFF

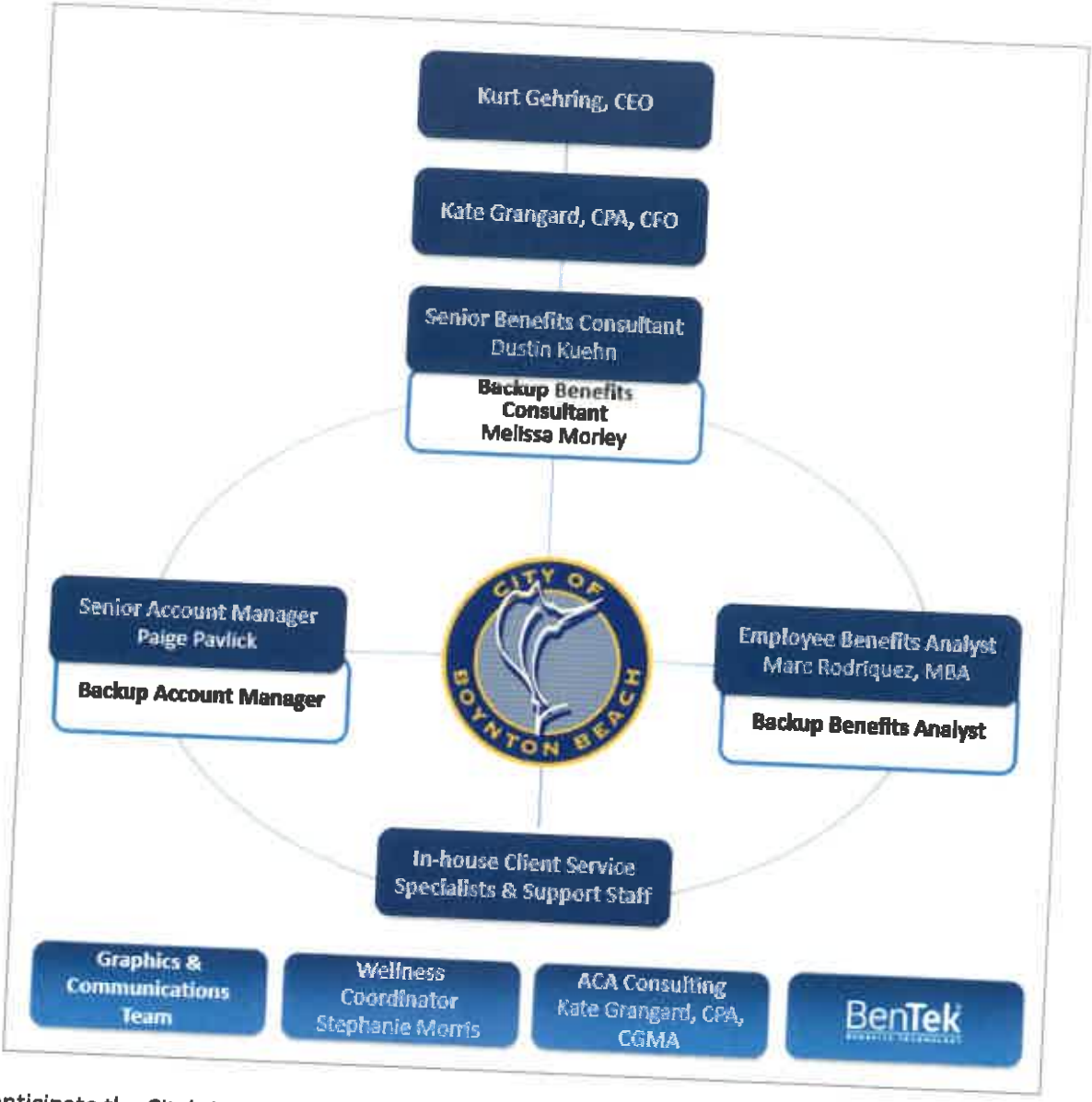
1. **Provide an organizational chart of the key personnel assigned to the contract, including senior management. Include the amount of involvement of staff expressed as a percentage of time.**

Gehring Group employs a team approach to ensure that all clients always have an available resource. Each team includes a Senior Benefits Consultant, a Benefits Consultant, three account managers, two employee benefits analysts, wellness coordinator and various support staff. Your dedicated Consultant and Account Manager are available for all on-site meetings and take an active role in the servicing of all aspects of your group. In addition to your Senior Account Manager, our clients are also assigned an Internal Client Service Specialist who serves as an employee advocate and additional resource for questions and claim issues. These professionals, along with an easily accessed upper management staff and our corporate philosophy regarding our team approach, provides assurance that our clients have access to experienced professionals who are aware of, or can easily access their files, to provide resolution and answers at all times. Gehring Group's standard is to return a call promptly, generally within the same day; however, our clients enjoy the ability to always get a message to their service team who may be out of the office either through their cell phones or our administrative assistants. Gehring Group's service team consists of highly qualified personnel whose resumes include years of consulting for and servicing public sector clients. The service team proposed includes the following personnel:

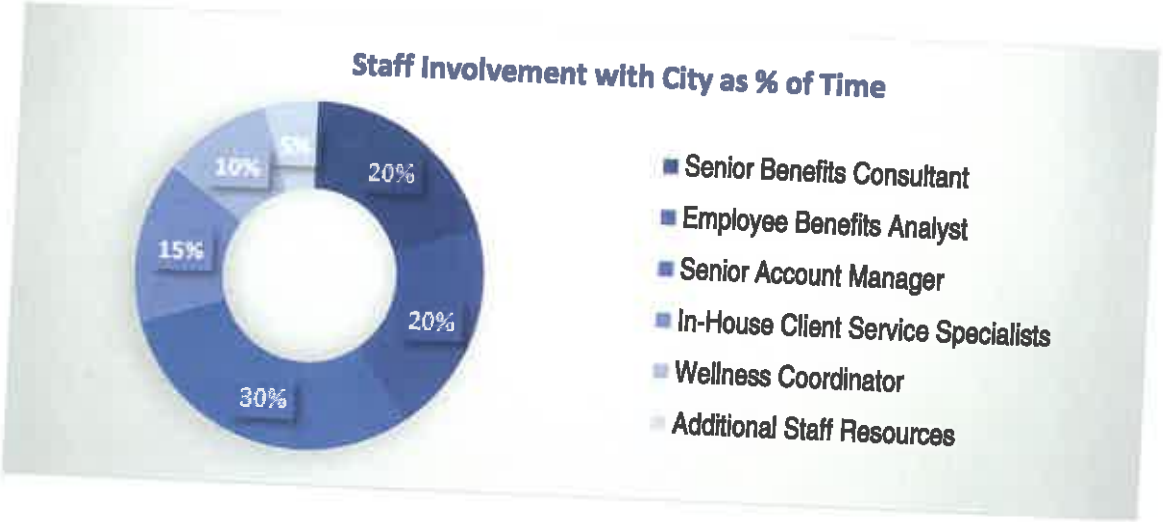
- Executive Staff: Kurt Gehring
- Senior Benefits Consultant: Dustin Kuehn
- Benefits Consultant: Melissa Morley
- Senior Account Manager: Paige Pavlick
- Senior Employee Benefits Analyst: Marc Rodriguez
- Wellness Coordinator: Stephanie Morris

We hold a strong commitment to hiring talented high caliber professionals for our team and remaining on the cutting edge of industry innovation. Such strategic hires include former risk management personnel with public sector experience as well as former insurance carrier personnel with significant client service and underwriting experience. We also have former insurance carrier underwriters, who bring their significant experience and expertise into the negotiation of carrier renewals and rates, to the direct benefit of our clients.

Our service team organizational structure and team who will manage the project is represented as follows:



We anticipate the City's involvement with Gehring Group will be as follows:



2. **Identify staff experience working with governmental entities/private and list those projects.**

Provide the following information (a resume/biography is acceptable) for each person that will be assigned to the City's account:

- **Name**
- **Title**
- **Number of years with the company/firm**
- **Current office location**
- **Professional Designation(s)**
- **Education**
- **Identify Primary Consultant**
- **Identify Back-up Consultant, if the Primary consultant is temporarily unavailable.**
- **Identify office location in Florida that will have primary responsibilities for this account**

Gehring Group proposes the following team members dedicated to servicing the needs of the City of Boynton Beach. The following individuals will be the City's main contacts for all day-to-day strategic planning and service needs. Our employees are highly experienced and committed to working with you for the long haul. You will find our employees as engaged with your long-term planning process as they are with the day-to-day needs of the City and its employees. With this knowledge comes the empowerment to deliver solutions that optimize your employee benefits.

Proposed Service Team

Role	Name	License #	Years of Industry Experience
Senior Benefits Consultant (Lead)	Dustin Kuehn	P170736	10 years
Benefits Consultant	Melissa Morley	W397213	13 years
Employee Benefits Analyst	Marc Rodriquez	W252093	13 years
Senior Account Manager	Paige Camacho	W269348	30 years
Wellness Coordinator	Stephanie Morris	N/A	13 years

Licensing can be verified at http://www.myfloridacfo.com/data/aar_alis1/.

In addition to the above service team, the City will also have direct access to additional staff resources with varying specialties including:

- Kurt Gehring, CEO
- Kate Grangard, CPA, CGMA, CFO – *Certified Healthcare Reform Specialist*
- Christian Bergstrom, CHRS – *Certified Healthcare Reform Specialist*
- Shawn Fleming, CSFS, Senior Benefits Consultant – *Certified Self-Funding Specialist*
- Joelle Kantor, CHES, CCWS – Wellness Coordinator
- Kimberly Hall, Analytical Services Supervisor

Resumes for the above team members are included below.

Employee Benefits Consulting Team Resumes

Primary Consultant

Dustin Kuehn, Senior Benefit Consultant
Professional Licenses: Life, Health & Variable Annuity
Education: Florida State University
Degree: B.S. Finance
Industry Tenure: 10 years
Years with Gehring Group: 7 years
Office Location: Palm Beach Gardens, FL

Responsibilities:
A resident of the City of Boynton Beach, Dustin Kuehn will continue to serve as the City's Senior Benefits Consultant, a role in which he will spearhead strategic and budget planning as it relates to the City's employee benefits program, making recommendations as necessary and providing guidance with regard to compliance with health care reform and other State and Federal legislation. He will be available as needed for meetings with decision makers and is available to make presentations to executive staff, employee committees and City Council as requested.

Qualifications:
Dustin Kuehn earned a Bachelor of Science Degree in Finance, Magna Cum Laude from Florida State University. After working for a national insurance company for several years, Dustin joined the Gehring Group as a member of the Analytical Services Department in early 2011, where he immediately contributed to the team and earned our clients' confidence, developing strong client and vendor relationships.

In Gehring Group's Analytical Services Department, Dustin focused on public sector benefit programs, working on projects ranging from developing RFP's, compliance during the RFP process, evaluating various funding arrangements and program options, and providing detailed analysis of proposal responses. He was the key liaison between the Lead Consultant, the client and the insurance carrier throughout the negotiation process. His industry expertise includes comprehensive knowledge of the various health plan funding arrangements including fully insured, self-insured and minimum premium programs as well as experience evaluating numerous carrier proposals for all lines of core and ancillary employee benefits coverage.

In his current role as Senior Benefits Consultant, Dustin brings a creative approach as well as a comprehensive level of experience working with public sector employee benefits programs. Guiding his clients through the strategic planning process, he has advised groups large and small, successfully implemented various cost savings strategies such as onsite employee health clinics, various types of wellness initiatives and participates in several client employee benefits committees. Dustin's knowledge and detail oriented analytical skills have proven to be a valuable asset to our team and the clients he serves.

Public Sector Experience:
Dustin's extensive experience includes employee benefits consulting for such large public sector employers as the City of Port St. Lucie, City of Cape Coral, Martin County Sheriff's Office, St. Lucie County Sheriff's Office, Loxahatchee River District, Southwest Florida Water Management District and the Solid Waste Authority of Palm Beach County.

Backup Consultant

Melissa Morley, Benefits Consultant
Professional Licenses: Life, Health & Variable Annuity
Designations: Certified Benefits and Wellness Advisor (CBWA)
Education: Springfield College
Degree: M.A. Education
Industry Tenure: 13 years
Years with Gehring Group: 1 year
Office Location: Palm Beach Gardens, FL

Responsibilities:

Melissa Morley will be supporting the City's Senior Benefits Consultant in meeting the needs of the City regarding its employee benefits program. Her responsibilities will include overseeing the renewal or RFP process, providing quarterly reporting and meeting with City staff as needed.

Qualifications:

Melissa is an experienced employee benefits professional with 13 years of experience in the Human Resources and Benefits industry. During the course of her career, she has worked in multiple roles with large and small employers allowing her the unique opportunity to gain an understanding of the client perspective from different vantage points. Melissa has spent over 10 years working specifically on the broker side in large group space analyzing benefit plans, funding arrangements and insurance carrier data, researching and developing employer tools for comparing programs and managing open enrollments, benefit fairs and wellness programs.

Her experience in the industry involves working with all major carriers in different geographic locations, with employers of various sizes and industries, assisting through the navigation of healthcare reform and the options afforded in this cycle of the benefits arena. Melissa has worked as a Benefits Manager, Disability Specialist and Account Manager. The experiences gained in each of these roles has provided her with an in-depth understanding on how benefits plans can influence another and how to organize and analyze data to best fit the needs of different employer groups.

Her communication skills and industry knowledge fosters a dynamic relationship with both clients and carriers. Her background in teaching enhances her collaborative spirit that helps create and maintain interpersonal relationships between Gehring Group, our clients and their employees. She has been instrumental in developing strategies that include various funding arrangements based on client objectives with consideration of the insurance marketplace, budget parameters, benchmarking and legislative compliance.

Melissa is a member of the National Association of Health Underwriters (NAHU), Florida Association of Health Underwriters, Palm Beach County SHRM chapter, and National SHRM organization. Melissa also has a Master's in Education from Springfield College and is a Certified Benefits and Wellness Advisor (CBWA) from CBWA Institute.

Public Sector Experience:

Melissa's experience includes working with such large public sector employers as the City of Lake Worth, City of Coral Springs, City of Hollywood and the Sarasota County Sheriff's Office.

Primary Account Manager

Paige Pavlick, Senior Account Manager
Professional Licenses: Life, Health & Variable Annuity
Education: St. Joseph's College, Patchogue, NY
Degree: B.S., Health Administration
Industry Tenure: 30 years
Years with Gehring Group: 3 years
Office Location: Palm Beach Gardens, FL

Responsibilities:
Paige Pavlick will continue to serve as the City's primary Account Manager, assisting City staff and its employees with their day-to-day benefits related issues. She will be a direct contact regarding all service aspects of the benefits program including implementation, open enrollment, employee claim issues, and various compliance issues.

Qualifications:
Paige will serve as the day-to-day contact to the City for all employee benefits service issues. Paige will have direct responsibility for coordinating and conducting open enrollments, providing claims assistance, coordinating wellness fairs, providing assistance with billing and carrier issues, and acting as a service resource to her clients. She is supported by several other Gehring Group staff members including other account managers, in-house account services specialists and analytical staff to ensure all client needs are met promptly.

As a Senior Account Manager for Gehring Group based out of our Palm Beach Gardens office, Paige brings 30 years of insurance industry experience having served in a number of professional roles. Paige's career has included insurance product sales, employee benefits, broker account management, team management, regulatory compliance and health care reform education. Paige has worked in the benefits brokerage arena as well as the health insurance company arena.

At Gehring Group, Paige plays a pivotal role in building and maintaining strong relationships with clients and insurance carriers. Paige's expertise and experience enables her to work very effectively and independently with clients with complex employee benefit programs consisting of group medical, dental, life, vision, pharmacy management, disability, and workplace benefits. In this professional position, Paige works with clients and insurance carriers to implement insurance programs, resolve benefit administration issues and deliver ongoing superior customer service.

Additionally, Paige proactively identifies areas of potential concern during the implementation process and strategically manages obstacles. Paige also prepares all aspects of clients' open enrollments which may include establishing open enrollment formats and schedules, coordinating carriers' attendance, developing and conducting presentations to clients' employees and working with the in-house graphics team to create employee communication materials.

Paige's responsibilities also include providing thorough benefits education to clients' staff as necessary throughout the year. She continually and expertly guides clients through the strategic development and implementation of wellness program initiatives. Paige also anticipates and supports clients' needs regarding issues of compliance, legislation, health care reform and due diligence. Paige efficiently resolves client issues relative to escalated billing and eligibility, complex claims, high-level appeals, benefit verifications, medical procedure authorizations and other ongoing plan administration complexities.

Paige's expertise in the industry along with her mastery of multi-tasking in a fast-paced, complex environment has made her an invaluable asset to the team.

Public Sector Experience:
Based on Paige's past experience with the City of Boynton Team, and currently serving such public sector clients as the City of Lake Worth, Town of Lake Park, Sarasota County Sheriff's Office, City of Cape Coral, CareerSource Palm Beach County, and City of Stuart, Paige has the experience and knowledge to meet the needs of the City.

Primary Benefits Analyst

Marc Rodriguez, Employee Benefits Analyst
Professional Licenses: Life, Health & Variable Annuity
Education: Syracuse University – BA, Psychology
Degree: MSW – Fordham University
Industry Tenure: 13 years
Years with Gehring Group: 3 years
Office Location: Palm Beach Gardens, FL

Responsibilities:
Marc will serve as the Employee Benefits Analyst for the City. In this role, he is responsible for coordinating and executing the Request for Proposal (RFP) process in conjunction with your Senior Benefits Consultant. He will prepare RFPs for all lines of coverage including medical, dental, vision, life, disability and voluntary lines and analyze proposal responses. In addition, he will monitor available claims utilization and large claims on a monthly basis in order to better anticipate future cost increases and make recommendations regarding utilization patterns as well as providing budget and renewal projections.

Qualifications:
Marc is a graduate of Syracuse University where he earned a bachelor's degree, and a graduate of Fordham University, where he earned the advanced degree – Masters of Social Work. A tenured professional with more than 10 years of experience in both the private and public sector, Marc brings a vast array of analytics experience to the Gehring Group. Prior to joining the Gehring Group, Marc served as the Assistant Director of Data Management at a national healthcare assessment organization where he developed and maintained data management policies and procedures. He also served as Business Analyst for a Florida not-for-profit agency where he provided expert analysis of patterns and trends in data relevant to the organization's mission.

Marc is a critical member of Gehring Group's Analytic Services Team and as Employee Benefits Analyst. With his strong background in analytics, Marc provides his clients with reliable and relevant budget planning information, and makes informed recommendations on various employee benefit plans and funding options. In this role, Marc plays is pivotal in the reporting and strategic data analysis of pertinent information for our employer clientele so that they are equipped with the data and knowledge needed to establish the most effective approach to providing their employees with comprehensive, cost-effective employee benefits coverage.

Public Sector Experience:
Marc's experience with public sector entities includes working with such large employers as the City of Boynton Beach, City of Port St. Lucie, Solid Waste Authority of Palm Beach County, St. Lucie County Sheriff's Office, Martin County Sheriff's Office and the Martin County School District.

Wellness Coordinator

Stephanie Morris, Wellness Coordinator
Professional Licenses: CWWPM
Education: Indian River State College
Degree: A.S. Business Administration
Industry Tenure: 13 years
Years with Gehring Group: 6 years
Office Location: Palm Beach Gardens, FL

Responsibilities:
Stephanie Morris will continue to serve as the City's Wellness Coordinator, providing guidance regarding various wellness initiatives, coordinating structured wellness activities and future planning to accomplish the City's overall wellness goals.

Qualifications:
A skilled professional with 13 years of experience in employee benefits and wellness, Stephanie Morris has valuable expertise in designing and implementing wellness, fitness, and health improvement programs and promotions. Stephanie's experience involves working with both large and small employee populations and she is focused on long-term participation and results.

After an early career in the hospitality industry, Stephanie entered the employee benefits industry as a Benefits Administration Specialist focusing on employee wellness for a large public sector with more than 3,000 employees. During her 10-year tenure at this entity, Stephanie administered the group benefits program, coordinated and conducted open enrollments and provided assistance to employees regarding a variety of benefits issues. She also spearheaded the group's formal wellness program, organizing various wellness initiatives and events.

In her role as a Wellness Coordinator at Gehring Group, she works with multiple clients to implement and maintain successful, award-winning wellness programs. As a benefits professional, Stephanie understands the financial reasons to keep employees healthy; however, as a wellness leader, she is also focused on helping employees stay healthy and mindful.

Stephanie has nearly 13 years of experience in benefits and employee wellness. She is both a Certified Worksite Wellness Program Manager and Specialist and was named one of the *Wellness Council of America's* Top 100 Health Promotion Professionals in 2014 and a finalist in 2016. She is a Trained Lifestyle Coach for the National Diabetes Prevention Program and most recently was awarded the 2017 Healthiest Employers Wellness Award for the category of Best Wellness Warrior for her work at the Martin County School District.

Public Sector Experience
Stephanie's experience also includes working with such public sector entities as the Martin County School District, Martin County Sheriff's Office, City of Stuart, City of Boynton Beach and City of Port St. Lucie.

Additional Staff Resources

Kurt Gehring, CEO
Professional Licenses: Life, Health & Variable Annuity, General Lines Property & Casualty, Surplus Lines
Education: Florida State University
Degree: BA – Marketing
Industry Tenure: 30 years
Years with Gehring Group: 25 years

Kurt Gehring is an alumnus of Florida State University and currently serves on FSU's College of Business Board of Governors. An insurance industry veteran with over 25 years' experience, Kurt is an insurance expert licensed in Health, Life, and Variable Annuities, Property and Casualty Insurance, and Surplus Lines License. Kurt has successfully recommended, implemented, and serviced various types of employee benefit, workers' compensation and property and casualty insurance programs, while specializing in the large group market. Recognized for his extensive knowledge, expertise as well as his excellent communication skills, Kurt has been a featured speaker at various conferences on a variety of insurance topics.

Kurt founded the Gehring Group with the mission of providing clients the highest level of service, exceeding not only industry standards, but also client expectations. Recognizing the inherent challenges in servicing organizations with a large number of employees, various contracting parties, and various insurance obligations, the Gehring Group utilizes a unique, team-based approach customized to meet the specific needs of each client. Each Gehring Group employee makes an unprecedented effort to address each situation both promptly and effectively. The success of the Gehring Group is a direct result of this promised and delivered, unparalleled service standard.

Under the guidance and visionary leadership of Kurt Gehring, Gehring Group clients have successfully implemented leading edge concepts such as Consumer Directed Health Plans, Onsite Clinics and Innovative Wellness Programs. In addition, the Gehring Group developed BenTek®, an internet based employee benefits administration system in order to meet the growing benefit administration needs of its clients. This system allows clients to conduct internet enrollments, transmit electronic eligibility to insurance carriers, and provides employees with access to an "Employee Benefits Center" help site. The Gehring Group's growth and success in maintaining long lasting client relationships is a result of its strong commitment to personalized service to its clients as an independent resource, facilitator, advocate, and advisor.

Kate Grangard, CPA, Chief Financial Officer
Professional Licenses: Certified Public Accountant, Certified Health Care Reform Specialist
Honors: Board Member – The Lord's Place; 2016 Class of "Leadership Florida"
Education: Fordham University
Degree: BS – Business Administration, Public Accounting
Industry Tenure: 25 years
Years with Gehring Group: 12 years

Kate Grangard graduated with honors from Fordham University in 1987 with a B.S. degree in Business Administration with a concentration in Public Accounting. She is a licensed Certified Public Accountant in Florida, and has also held licensure in New York. Kate is a member of the American Institute of Certified

Public Accountants, the Florida Institute of Certified Public Accountants, and an associate member of the Association of Certified Fraud Examiners.

Kate started her career in public accounting with the Metropolitan Services Group of Price Waterhouse in Manhattan. As an auditor, she worked on a variety of industry clients including financial institutions, insurance companies, and pension funds. After moving to Florida, she continued her Price Waterhouse career in the West Palm Beach office.

Mrs. Grangard also spent eleven years as Vice President of Finance for a Florida based regional restaurant chain. In her position, she developed and managed the accounting, risk management, employee benefits, and information technology departments. In this executive position, she designed and implemented highly successful internal control and risk management programs and formulated and implemented company policies and procedures. In addition, in the finance arena, she successfully obtained senior debt facility commitments and maintained the commercial bank and financing partner relationships. Notably, Kate's achievements in the risk management area while in this position resulted in substantial savings to the company. In managing this department, she gained experience in the property and casualty, general liability, workers compensation, employee benefits, and umbrella insurance sectors. Her ability to first recognize contributing factors to trends and negative experience, and subsequently effectively negotiate and redesign program parameters resulted in substantial savings to her employer.

Kate brings her extensive management, finance, audit and analytical experience, and customer service commitment to her leadership role with the Gehring Group. Kate is a legislative compliance lead on the Health Care Reform Acts for our clients, and is respected as a highly regarded speaker on health care reform updates for various conferences and groups. Additionally, as CFO of Gehring Group for over nine years, Kate is responsible for overseeing the growth and development of the Company's finances, infrastructure, and staff so that Gehring Group is able to meet its commitment to provide the highest level of customer service to its clients.

Kate is also a frequent speaker at various organizations, and authors and presents webinars and seminars throughout the year believing her role to be an educator with regard to this landmark legislation. In addition to appearing as a recurring guest expert on the Affordable Care Act on The South Florida Business Report on WPEC, Kate also serves as Vice Chair on the Executive Board of The Lord's Place, an organization in Palm Beach County dedicated to breaking the cycle of homelessness. Kate is a 20+ year member of the Jupiter-Tequesta Kiwanis Club, and maintains various professional affiliations including membership in the AICPA, FICPA, FGFOA, and NAHU. Kate serves on 2 committees each for both FGFOA and FICPA for the 2015-2016 year, including the FICPA Employee Benefits Conference Committee.

Anna Maria Studley, Director of Client Development
Professional Licenses: Life, Health & Variable Annuity
Education: Suffolk Community College
Degree: Associates – Accounting and Business Administration
Industry Tenure: 35+ years
Years with Gehring Group: 10 years

A nine-year veteran of serving the public sector here at Gehring Group, Anna Maria Studley is a seasoned professional with 35 years of experience in the insurance industry and has obtained vast experience undertaking many roles in the insurance sector. Her work history includes time as a General Agent and a

Consultant, experience with two national insurance carriers, owning and operating a third-party administration company, and experience as Director of Account Management with a national brokerage firm. Her responsibilities have included: providing analysis of benefit plans and claims utilization, oversight of the RFP and evaluation process, management of various funding arrangements, coordination of open enrollments and health fairs, and the handling of escalated member issues and billing reconciliation. Licensed in 26 states, she has also serviced such large employers as IBM and FPL where she managed several multi-state employee benefit programs, performed health insurance claim audits and assisted with the completion of required Form 5500's. Her expertise in compliance issues, state and federal regulations also make her a valuable asset the Gehring Group team and the clients she serves.

In addition, Anna Maria brings invaluable insight and experience from her employment experience with two national health insurance carriers. Her years at these carriers enabled her to gain special expertise regarding the inner workings of an insurance carrier and provided the opportunity for the establishment of significant industry relationships. As Senior Benefits Consultant and resource to your Gehring Group service team, Anna Maria is responsible for overseeing all aspects of client service and technical analysis to ensure delivery of the highest level of service with the ultimate goal of achieving both client and member satisfaction. She is supported by several other Gehring Group staff members including account managers, benefits specialists and analytical staff.

Anna Maria's experience at Gehring Group includes servicing clients from 50 to 3,500 employees to whom she brings the experience and knowledge to lead each client in its effort of maintaining a cost effective program. Some of these clients include the Martin County School District (3,000+ employees), Martin County Sheriff's office (600+ employees), St. Lucie County Sheriff's Office (550+ employees), City of Cape Coral (1,600 + employees) and the Citrus County BOCC (800+ employees), to name a few.

Senior Benefit Consultant: Christian Bergstrom, CHRS
Professional Licenses: Life, Health & Variable Annuity, General Lines Property & Casualty
Certifications: Certified Healthcare Reform Specialist
Carrier Recognitions: Cigna Agent Advisory Council, Florida Blue Agent Advisory Council
Education: University of Texas
Degree: B.S., Public Administration
Industry Tenure: 17 years
Years with Gehring Group: 15 years

For the past 17 years, 15 of which spent at Gehring Group, Christian has worked in the insurance arena, focusing on public sector clientele. Familiar with all lines of insurance coverage and funding arrangements, Christian is licensed to transact life, health, variable annuity, and property and casualty classes of insurance in the State of Florida. Christian Bergstrom earned a Bachelor of Science Degree in Public Administration, Cum Laude from the University of Texas. He was a Fast Track student in Public Affairs and is an alumnus of Pi Sigma Alpha, the national political science honor society. Christian has also earned his CHRS (Certified Healthcare Reform Specialist) designation through the Employer Healthcare & Benefits Congress.

Christian joined Gehring Group as a Senior Analyst in 2003 charged with analyzing all financial aspects of our clients' fully and self-insured programs. Currently in his role as Senior Benefits Consultant, he is responsible for overseeing all aspects of client service and technical analysis of his large group clients' employee benefits program needs. These include: coordinating RFP development, bidding and compliance during the RFP process, and providing detailed analysis of the bid's analytical data in order for an

appropriate recommendation to be made. During the bid and negotiation process, Christian acts as the key liaison between the client and the insurance carrier/TPA, negotiating aggressively on the client's behalf. Christian currently serves as the Senior Benefits Consultant for such large employers as the Palm Beach County Sheriff's Office, City of West Palm Beach, the Martin County Board of County Commissioners and City of Naples and is therefore, well-versed in the services required in the public sector market.

Christian's reputation in the industry has earned him the invitation to sit on the "agent advisory councils" of two of the largest group insurance carriers in the State of Florida; Florida Blue and Cigna Healthcare. He also has an excellent working relationship with the Florida Municipal Insurance Trust (FMIT), Aetna, Humana and United Healthcare. His insurance expertise and real-life experience in advising his clients allow him to provide real time, relevant feedback to these carriers regarding specific programs and plan models. He also maintains close working relationships with other vendors and upholds an unbiased allegiance to making recommendations that best meet the needs and goals of his clients.

Shawn Fleming, CSFS, Senior Benefits Consultant
Professional Licenses: Life, Health & Variable Annuity, *Certified Self-Funding Specialist*
Education: University of Missouri
Degree: B.S., Business Administration
Industry Tenure: 13 years
Years with Gehring Group: 10 years

Shawn began his insurance career in 2002 pursuant to earning his Bachelors of Science Degree in Business Administration from the University of Missouri. As a Financial Representative for Northwestern Mutual, his responsibilities focused on advising clients in the purchasing of Life, Health, Disability Insurance, as well as small business insurance planning. He is licensed to transact Life, Health, and Variable Annuity Insurance and previously held his Series 6 and 63 Investment License in the State of Florida. In addition, he is recognized for having the "Certified Self-Funding Specialist" (CSFS) professional designation.

Immediately prior to joining Gehring Group in 2007, Shawn worked with a brokerage firm that represented large partnerships, including many Top 25 AMLAW law firms and large advertising partnerships. Shawn's responsibilities included analyzing current benefit plans for partners and employees, developing RFP's, and providing plan analysis to clients. While there, Shawn earned a reputation for using his detailed contract, demographic, and product analysis to ensure proper plan design and selection. Shawn has brought his extensive analytical and presentation skills to his position as Senior Benefits Analyst for the Gehring Group.

Approaching 10 years at Gehring Group, Shawn's focus has remained focused on serving the public sector. He has provided employee benefits consulting services for groups with 50 to 3000 employees, implementing various benefits program strategies and steadily refining his level of expertise in all types of insurance programs and funding arrangements. In addition, Shawn also pioneered Gehring Group's efforts with regards to onsite clinic/wellness center consultation, a role in which he spearheaded the process for over a dozen Gehring Group clients throughout the state in the successful implementation of an onsite clinic, with additional clients currently in the evaluation and/or implementation process. His expertise in this area combined with his knowledge of the health insurance market makes Shawn a valuable asset to any employer considering managing a self-insured health plan that integrates wellness services via an onsite clinic. Shawn currently serves as the Senior Benefits Consultant for such public sector entities as the City of Cocoa, City of Clearwater, City of Dunedin, Hernando and Charlotte Counties.

Shawn is also well respected as an insurance expert among the vendors with whom Gehring Group maintains a relationship. He was requested to serve and remains a current member of Cigna's Agent Advisory Committee for the Florida Region which provides him with advanced notice of new product offerings as well as the opportunity to share feedback regarding carrier service issues and make recommendations to improve products and services.

Danielle Shull, Director of Client Experience
Professional Licenses: Life, Health & Variable Annuity
Education: University of Florida
Degree: B.A., Business Administration
Industry Tenure: 15 years
Years with Gehring Group: 14 years

As Director of Client Experience, Danielle is a client advocate, responsible for identifying opportunities in which Gehring Group can continue to meet the short and long term needs of our valued clients. A highly respected and valued member of the Leadership Team, Danielle also sits on the Sales & Marketing Team, assists with team member training, identifies and promotes process improvement, and provides recommendations that enhance the growing needs of our clients. Prior to her current role, Danielle served Gehring Group as the Manager of Account Management Services and Training and prior, a Senior Account Manager for over 10 years, where she successfully developed long lasting client relationships based on a foundation of trust, integrity and outstanding performance. As Senior Account Manager at Gehring Group, she assisted in overseeing the account services team and was involved with all aspects of account management including expediting the resolution of contractual, coverage, billing and claim disputes, planning open enrollments, presenting at employee enrollment meetings, implementing comprehensive wellness programs, as well as organizing seminars and events.

During her tenured career with Gehring Group, Danielle has achieved exceptional client satisfaction. Danielle's extensive experience, high standards, and commitment to both the client and the Company are contributing factors to her success in this position. With the trust of her peers and leadership, Danielle's input and recommendations are highly valued contributions to the ongoing success and growth of the organization.

Danielle is a dedicated leader both inside and outside of the office. Danielle has sat on multiple wellness committees assisting clients with development of a strong worksite wellness programs and currently serves on the Gehring Group Company Event Planning Committee, and assisting with the various events of the Company's Helping Hands and Hearts Committee. Danielle also represents Gehring Group on the Marketing Committee of the Council of Insurance Agents & Brokers in Washington, D.C. dedicated to serving the community. Danielle also sits on the boards of the Executive Leadership Council of the Leukemia Lymphoma Society of Palm Beach County, and the Executive Board of the Palm Beach County Women's Chamber of Commerce, for whom she chairs the Giraffe Awards, a highly anticipated annual celebration of women leaders in the community.

Kimberly Hall, Analytics Team Supervisor
Professional Licenses: Life, Health & Variable Annuity
Education: Immaculata College
Degree: B.S., Mathematics/Computer Science/Physics
Industry Tenure: 30+ years
Years with Gehring Group: 3 years

In her role as the Analytics Team Supervisor, Kim Hall will be responsible for overseeing the team performing the financial and analytical aspects relating to the account. She will also be an additional contact regarding all financial aspects of its benefits program.

Kimberly is a tenured professional with extensive experience in the Underwriting and Actuarial Services arena. Prior to joining the Gehring Group, Kimberly spent 28 years in the underwriting department of Blue Cross Blue Shield of Delaware where served as an Underwriting Senior Consultant and then promoted to Tactical Manager where she provided operational management to the entire underwriting department. In this role, she was responsible for developing, evaluating and recommending underwriting strategies designed to increase market share by providing cost effective solutions for clients. She was also involved in conducting analysis of client data and financials, monitoring performance, rate setting strategy, coaching and account level guidance and collaborating between sales, account management and other key internals. As Tactical Manager for over 10 years, Kimberly served as a company-wide resource on matters pertaining to rating and was responsible for reviewing and approving the work output of the entire unit, as well as delivering top-notch consulting work on the most "premier accounts".

Kimberly Hall earned her Bachelor of Science Degree in Mathematics/Computer Science/Physics graduating Sigma Zeta Math/Science Honor Society from Immaculata College, Pennsylvania. Upon her move to Florida, Kim joined the Gehring Group team in early 2015. Having worked with Local and National governmental accounts, her level of expertise has proven and invaluable resource to our team.

C. LOCATION

The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference.

All Gehring Group team members assigned to service the City of Boynton Beach are located in our Palm Beach Gardens headquarters in Palm Beach County, Florida. Due to Gehring Group's close proximity to the City, our team is easily accessible to City staff to attend onsite meetings as requested. We are also available as needed via telephone, cell phone, email, web-conference and tele-conference. Please also note that our Company has a strong working relationship with and is located in close proximity to BenTek, allowing the City to benefit from these additional resources and efficiencies.

Tab 5: Technical Approach

1. **Provide a brief description of the firms approach to the project and services outlined in this Request for Proposal and provide samples of work product.**

Gehring Group understands the City's desire to offer its employees a competitive benefit package to attract and retain valued employees and is well versed in the goals and objectives of the City. Inherent in this process is marketing and renewal analysis, renewal negotiations, the RFP and evaluation process, claims monitoring and data analysis, recommendations to staff, assistance with compliance issues and open enrollment assistance. Gehring Group's comprehensive level of service includes all services outlined in the RFP scope of services, with no limits on the number of meetings and no travel or printing costs passed through to the City.

Gehring Group's approach to employee benefits advisory services is based upon sophisticated analysis of data, awareness of local and regional options, and the strategic focus to help our clients chart a course for the long term and not just the renewal or the next open enrollment. Part of our strategic approach is to challenge our clients to think "over the horizon" and to plan today's actions regarding health care and employee benefits based on tomorrow's needs. As an independent consultant, our goal is to ascertain that all available products and insurers are considered to ensure that the City finds the best match for its needs.

At the foundation of Gehring Group's technical approach is a commitment to transparency, flexibility and responsiveness. Our marketing process typically includes the following steps:

STEP 1 **Discovery Process**

The first step in the procurement process is the gathering of all information pertinent to your current programs. This includes interviewing staff regarding what they deem to be the positive aspects of their program as well as any areas of particular concern. Discussion of future goals and objectives will be analyzed. We would also collect all relevant plan documents and benefit summaries in order to become familiar with the details of each policy. Based on our experience and familiarity with the City, our team is already well-versed on the policies and programs in force. In addition, a review of your available claims experience, prescription drugs and large claims information, premium rates, wellness initiatives and all other information would take place in order to evaluate your in force program. At that time, we will determine a tentative schedule for monthly or quarterly meetings, setting a timetable for the release of any RFP's that may be necessary as well as analysis of alternative funding arrangements including self insurance.

STEP 2 **Presentation of Initial Analysis & Strategic Planning**

Upon our review of the current program, the Gehring Group will produce a concise analysis of each line of insurance to include any compliance concerns. Due to our specialization in the public entity market, we maintain access to comparative data from numerous other public sector entities that is often used to determine how

your benefits program equates to those of other like entities. With this information, we can offer insight regarding the implementation of additional programs, such as consumer driven healthcare options and onsite clinics, and make recommendations regarding potential changes to your current program. It is our job to educate you on any new product in the industry that may reduce administrative burden or aid in the reduction of costs. During our time with the City, we have performed various benchmark surveys for the City to aid in future benefits decisions.

STEP 3 Market Solicitation (The RFP Process)

Gehring Group coordinates and assists in conducting all phases of the procurement process for those lines of insurance deemed suitable for bidding. Our involvement in this process can be as comprehensive as you wish. Once we have reviewed all necessary background information, we will work with staff to compile all RFP's for submission to the insurance market. This includes negotiating renewal rates, working with the procurement division to maintain the integrity of the bid process as well as issuing bid specifications directly to the market. Gehring Group has vast experience in the solicitation of all types of insurance and we are confident that acquisition of various competitive options will be accomplished.

To effectively market an employee benefits plan, we consider many factors. We must present and negotiate a plan that is in line with our clients' goals, contribution structure, plan design, union obligations, network availability and entity structure. In addition to the required information such as census data, plan design and claims experience, we also consider various other aspects involved in the decision making process such as prescription drug formularies, top utilized providers, hospital access and the physical location of the entity. Location within the state may have an impact on how robust each provider network is as well as the extent of provider discounts.

STEP 4 Proposal Evaluation & Recommendation

Upon receipt of all proposals submitted in response to the RFP process, Gehring Group will perform a detailed analysis of each program offered. We will compare all proposals side by side to the in-force program and illustrate the program differences to include the advantages and disadvantages of each. This will include a detailed cost comparison which outlines the total cost of the program in addition to breaking down the costs related to employer and employee contributions and detailing all applicable proposal caveats.

At this time, we will also compare provider networks to determine which proposers may be considered viable options in addition to performing a network disruption and network discount analysis. During this stage in the procurement process, Gehring Group will meet with Staff to review our initial findings. Once our analysis has determined that particular vendors are viable, we then attempt to clear up any details that must be clarified prior to making a recommendation. This process is a

second level request for clarification and is conducted following the review of submitted proposals. As insurance is one of the few areas in public entity purchasing regulations where simultaneous negotiations can take place, it is always important for the RFP process to include a "best and final" process within the RFP timeline.

After such finalist negotiations and continuous communication with staff, we will provide our formal evaluation and recommendation, based on the needs and goals of the entity.

STEP 5 Program Implementation & Enrollment

After the RFP and evaluation process, Gehring Group team members remain involved to assist with program implementation and enrollment. Our team will be as involved as needed. Planning for open enrollment begins well before renewal time. Gehring Group's approach to open enrollment starts with the development of a renewal timeline detailing all aspects of the process, working backwards from the desired open enrollment period. Your Gehring Group Account Manager will be intricately involved throughout the planning and enrollment process, helping to coordinate the various steps of the process including but not limited to:

- Assisting in coordinating and attending employee informational and enrollment meetings at all sites as determined by the client. Inherent in this process is determining whether enrollment meetings will be mandatory or optional.
- Determining open enrollment meeting format (i.e. health fair style vs. group informational meetings vs. one-on-one);
- Coordinating meeting locations, times, collateral needed and if carrier representatives are requested;
- Developing communication collateral (i.e. open enrollment announcement posters, annual employee benefits guide, etc.);
- Facilitating technology partner (BenTek) plan and cost updates to the enrollment site;
- Facilitating cancellation or renewal of current insurer upon written acceptance;
- Ensuring that applications and contracts for all new vendors are complete and accurate and forwarded to the applicable vendors in a timely manner; and
- Review all vendor contracts to ensure they are in line with what was proposed and presented to the City.

Again, our team is available to assist with the annual open enrollment to conduct meetings, give presentations, and meet with employees individually to clarify any questions regarding their coverage. In addition, we can provide additional licensed staff to attend meetings at multiple locations and time slots if necessary. We can also conduct new-hire enrollments on a scheduled basis.

STEP 6 Ongoing Service

As part of our continuous service, Gehring Group staff also conducts detailed reviews, analysis and projection sessions with decision makers at key points throughout the year. We consistently track the available claims utilization data of your program throughout the plan year in order to more effectively prepare for the renewal process and develop strategies for ensuring that your group gets the most value for its health care dollar. We will provide monthly claim reports and review large claims data to determine whether your programs are running favorably and utilize this claims data to forecast renewal projections and negotiate with vendors. With this information and by conducting a local entity survey, we can partner with you to develop an action plan to accomplish the goals of the City.

Additional services provided during our year-round presence at our clients include:

- Annual compliance review
- Health care reform consulting and advisory services
- Legislative updates, seminars and webinars throughout the year regarding numerous legislative compliance issues
- Assistance with claims and billing issues (employee advocacy)
- Meeting with employees individually as needed
- Assistance coordinating health and wellness fairs
- Implementing/maintaining wellness programs and initiatives
- Employee communications and graphics services
- Onsite clinic consulting and ROI review (if applicable)
- Collecting all data necessary for the actuary to perform its 112.08 annual filing of actuarial soundness filing with the State of Florida if self-insured

Additional details regarding Gehring Group's value added services are outlined below, following the timetable of activities.

A typical timetable of activities is included below for your review. This schedule can be customized to accommodate any specific needs or additional services requested by the City.

Standard Schedule of Activities	
Date	Action
6 months prior to renewal	• Gehring Group review of current employee benefits program including claims experience • Pre-Renewal Meeting with employee benefits Staff to discuss satisfaction and strategy • Gehring Group to request coverage renewals • Release RFP to carriers for all applicable lines of coverage (if deemed necessary) or begin renewal negotiations

Standard Schedule of Activities	
Date	**Action**
5 months prior to renewal	• If RFP is issued: o Gehring Group receives proposal responses from Purchasing o Gehring Group review and analysis of proposals o Draft of initial review presented to Staff o Interview finalists (if deemed necessary) o Best and Final offers due o Gehring Group recommendation / Gehring Group available to make presentations to committees and Board o Council/Board makes selection • If renewal negotiation (RFP not issued): o Gehring Group will aggressively negotiate renewal premiums, fees and stop loss premiums o Review all stop loss alternatives (deductibles, etc.) o Analyze claims data to determine for cost reduction targets
4 months prior to renewal	• Preparation of Open Enrollment Materials including Employee Benefit Highlights booklet and communication posters, payroll stuffers, etc. • Discuss and finalize employer contribution strategies • Plan Implementation • Provide **BenTek®** with renewal plan information update
3 months prior to renewal	• Preparation of OE Materials including Employee Benefit Guide, communication posters, payroll stuffers, etc. • Finalize employer contribution strategies • Completion of implementation paperwork with carriers • Implementation meetings with all applicable carriers in the event of a carrier change • Provide all information regarding plan changes and rates to **BenTek®** for programming updates • Testing of **BenTek®** Open Enrollment site
November	• Open Enrollment Meetings
December	• Finalize all details regarding new plan year
January 1st	• Plan Year Begins
January – March	• Conduct New Hire Orientations as necessary • Additional meetings with Staff and/or employees as needed
Late April	• Review Quarterly claims experience (if available) & meet with Staff

Standard Schedule of Activities	
Date	Action
April - June	• Conduct New Hire Orientations as necessary • Additional meetings with Staff and/or employees as needed • Request renewals

Additional Ongoing Services

Due to Gehring Group's industry experience, we are confident that we can meet and exceed your service expectations. Gehring Group's advisory services also include, but are not limited to the following:

Health Care Reform Compliance Advisory Services

Gehring Group is proactively addressing each of the requirements on behalf of all of our clients to ensure that all policy renewals subject to the mandates are in compliance with the Health Care Reform legislation. We proactively host informational seminars and webinars on the new laws for our clients so that they have all the information needed to be adequately prepared for the mandates. Topics have included MLR Rebate Distribution, W-2 Reporting of Employer Sponsored Health Coverage, Determining Seasonal and Variable Employees and the Employer Shared Responsibility Penalty (a.k.a. Pay or Play), Reporting Requirements under Sections 6055/6056 of Minimum Essential Coverage and Applicable Large Employer, Mastering the 1094-C, etc. During the past three years, our ACA experts have assisted the City in completing the annual 1094/1095-C forms as required under the Affordable Care Act. With our determined and deliberate approach to providing one on one assistance to our clients, we worked with the City's payroll department, BenTek and the City's IRS reporting vendor, American Technology Solutions (ATS), to review the BenTek import data file for accuracy, provide the file for import from BenTek into ATS, and populate the applicable "offer" and "safe harbor" codes for the City's review and approval..

Clinic Consulting

Gehring Group also assists our clients in the decision of whether to open an on-site health clinic. If requested, Gehring Group will conduct a feasibility analysis to determine if our clients can take advantage of the potential cost saving benefits of opening an on-site or near-site clinic. By shifting costs from the medical plan to the clinics, many groups have been better able to manage specific areas of claims costs, while providing additional access to medical care to their employees. Gehring Group has experience in conducting the bid process to determine which clinic provider and clinic model would best meet the needs of our clients, and in addition, is available to oversee the implementation process once a decision has been made.

Employee Advocacy

Members of your service team are not only available to benefits administration staff and decision makers, but are also directly accessible by employees and retirees. We are available to assist the City and its employees in the resolution of unresolved claim issues. In addition to your assigned account manager, Gehring Group also provides three in-house Client Service Specialists specifically for this purpose. These staff members are available to help employees work through claims issues by analyzing the issue and working with the carrier claims department or service representative as well as the provider's office to seek resolution. The internal Client Service Specialists are also intricate in helping to resolve escalated claims issues by assisting with writing appeal letters in the event a claim has been denied. Our Gehring Group team will follow up with the applicable carrier claims department or service representative and assist in

gathering all required information and documentation and continuously follow up throughout the appeal process. They exhaust all avenues in their efforts to bring each employee issue to resolution.

Strategic Legal Partnership – Seyfarth Shaw

Gehring Group retains Seyfarth Shaw's Benjamin Conley as an additional resource for legal issues and research regarding health and welfare plans, ERISA and other benefits related topics. Mr. Conley regularly advises on defined benefit and defined contribution plan compliance, ACA, Section 125, ERISA, COBRA and HIPAA privacy regulations. He is also a member of Seyfarth Shaw's healthcare reform team and regularly consults with various governmental agencies such as the IRS, Department of Health and Human Services and the Department of Labor on health care reform developments, receiving clarification and interpretation of guidance directly from the source. One example of this is Seyfarth Shaw's participation in the American Bar Association's Joint Committee on Employee Benefits. This is an influential organization that meets regularly with representatives from the IRS to pose issues needing further clarification and discussion. This group oftentimes influences IRS regulatory decisions.

In addition to Mr. Conley and his team at Seyfarth, we utilize ERISA and labor attorneys at Ford Harrison including Christine Hanley, a partner in the West Palm Beach, Florida office, to assist when our clients need either basic and/or extended health and welfare regulatory advice. Christine Hanley's practice focuses on regulatory issues affecting the employment relationship. Ms. Hanley and Mr. Conley have been selected by Gehring due to their best in class reputations, straightforward and business centric approach, industry reputation, and Gehring client satisfaction.

Actuarial Resources – Wakely Consulting Group

Should the City elect to transition to a self-insured health plan, Gehring Group proposes the services of Wakely Consulting Group to perform actuarial services as deemed necessary. Gehring Group's analytical team (which consists of former carrier underwriters) will work in conjunction with Wakely Consulting to perform required filings, annual projections, self-funded rate setting and reserve calculations to ensure independent actuarial review.

Wakely Consulting Group, Inc. is an actuarial consulting firm with a focus on the health care industry. All of its professionals are members of the American Academy of Actuaries (www.actuary.org) as well as being recognized as Associates or Fellows of the Society of Actuaries (www.soa.org). Wakely's mission is to provide each client with personal value-added service at a very reasonable cost. Once assigned to your project, their actuaries quickly focus on your timetable and the tasks at hand. Unlike other firms that hire nurses, doctors, lobbyists, and attorneys; Wakely focuses on what they do best — providing actuarial services to the health care sector.

Employee Benefits Handbook

Gehring Group's proposal includes the annual provision of an employee benefits highlights booklets at no additional cost. At the beginning of each new plan year we compile all of the information regarding your insurance coverages and summarize it in an employee friendly benefit booklet. This booklet has proven to be a valuable resource to our client's employees and has reduced the number of inquiries received by our client's HR and Benefits staff. This service is offered at no additional cost. We will provide you with enough copies for open enrollment and as needed for new-hire orientations throughout the plan year. (Example included in **Exhibit B.**)

Professional Employee Communications

Gehring Group employs an in-house Graphics Department which enables us to assist our clients with various types of employee communication materials. As part of our services, we draft and produce employee communication pieces such as payroll stuffers, department posters, well brochures, etc. (**Exhibit C**). This allows our clients to better communicate its employee benefit offerings and keep their employees well educated with regard to their employee benefit options and responsibilities. All work products and samples included in the **Exhibits** section were created and produced in house.

Focus on Client Education

At Gehring Group, we take the position that we are a resource to our clients and not just a facilitator, so we embrace the learning and dissemination of information. We educate our clients regularly by holding on-site and local client seminars, hosting topic specific compliance webinars, authoring easy to read succinct newsletters and email updates, and the maintenance of a web based client portal. Subscribers to our portal additionally receive daily updates from CCH on national regulatory changes. Gehring is recognized within the industry as experts in the employee benefits field.

We remain diligent and focused on ensuring that our clients are fully educated and remain compliant regarding all the requirements mandated under the 2010 Health Care Reform legislation. Spearheaded by our CFO, Kate Grangard, CPA, who has received her ***Certified Health Care Reform Specialist*** designation, we take our role as advisor in guiding our clients through the requirements of health care reform very seriously. We have assisted, and continue to assist our clients through the compliance steps mandated by the Acts such as; assisting in the calculation and payment of the PCORI and TRF Fees, providing guidance relating to the reporting of employer sponsored health benefits on employee W-2's, evaluating the penalty exposure relating to part-time and variable hour employees, evaluating the cost impact of the various new fees (PCORI, Transitional Reinsurance Fee, Health Industry fee), reviewing forms 1094 and 1095 and assisting clients with reporting vendor selection, and designing plans with an eye toward future compliance and cost exposures.

We routinely advise our clients regarding compliance relating to State and Federal regulations, providing guidance on documentation of processes to protect them from penalties related to health care reform and other regulations. Gehring Group employs several methods of informing our clients about changes in federal, state, and/or local laws. These include:

a. Gehring Group Legislative and Compliance Update Newsletters

Gehring Group provides its clients with regular updates client alert emails, compliance publications and newsletters regarding any changes in applicable laws and how they might affect your benefits program. **Exhibit F: Sample Employee Benefit Newsletters** include several examples of such notifications on legislative issues. We are proactive on follow-up and will contact you directly in the event of any legislative changes that may affect your group or your coverage.

b. Gehring Group Client Portal

Our client portal website allows us to post our newsletters as well as legislative updates, documents and webinars for clients to review, so that as the landscape of health care reform evolves, we can ascertain that they have timely access to relevant documents and analysis to help them navigate through this period of change.

c. Client Seminars & Webinars

During this time of legislative change, Gehring Group has taken on the role of becoming and educational resource for our clients by hosting several informative seminars on relevant topics. Each year, we host several client seminars/webinars on the topic of health care reform, in order to ensure that our clients have all the information needed to be adequately prepared for the mandates and are comfortable in their understanding of the new requirements. (Sample included in **Exhibit E.**) As part of our commitment to keeping our clients informed and educated, Gehring Group also hosts an annual two-day *Insurance Education, Innovation, and Excellence Summit* specifically for the Public Sector organizations. During the summit, we provide engaging sessions on Leadership Training, Wellness, Legislative/Compliance Updates, and Innovation and Trends in Employee Benefits and Risk Management.

d. Face-to-Face Meetings

Last but not least, Gehring Group will make a point to meet with clients face to face to address issues or opportunities specific to that client. Since Gehring Group sits on the agent advisory councils of many of the major insurance carriers in the state, we are often the first to be informed of new health plan trends and product offerings resulting from the new legislative mandates and can, therefore, keep our clients well informed of any programs or potential new cost saving opportunities. In addition, we meet with each client to address any changes in state or federal regulations that may affect them.

Wellness Program Consulting

Gehring Group has assisted numerous clients in implementing a structured wellness program with the goal of encouraging employees toward a culture of wellness. We are available to assist our clients in developing a concrete wellness strategy with written goals and are there each step of the way. Gehring Group coordinates services between carriers, health and wellness vendors, and the client to facilitate the delivery of appropriate and coordinated health management and care management services through various outlets including clinics, educational seminars, management programs offered through the carrier, carrier resources, programs developed by the Gehring Group wellness team, and health improvement wellness challenge platform vendors. Gehring Group's Wellness Coordinator is also available to advise and assist in designing and implementing programs to help achieve effective population health management practices for your organization. Gehring Group's Wellness Coordinators have knowledge of various effective wellness vendors and can provide you with an overview of which services may be in your best interest.

Gehring Group current provides the City a designated, certified Wellness Coordinator who worked in collaboration with the City to initiate and implement a formal wellness program, and develop collateral logo and employee communication materials for the City branded program, *B.O.D.S. (Bettering Our Daily Selves).*

Continuous Plan Analysis

As part of our continuous service, Gehring Group staff conducts detailed reviews, analysis and projection sessions with decision makers at key points throughout the year. We consistently track the available claims utilization data of your program throughout the plan year in order to more effectively prepare for the renewal process. We review available claims utilization reports to determine whether your programs are running favorably, and utilize this claims data to forecast renewal projections and negotiate with vendors.

Plan Renewals & Effective Negotiations

In addition to bidding your employee benefits program, Gehring Group will also aggressively negotiate renewals with your current carriers. As previously stated, our block of business provides us with the

credibility to negotiate with insurance carriers more effectively. We get results. Our highly trained staff is able to negotiate more effectively due to the high quality of our own analysis.

Ongoing/On-site Service

In addition to the processes above, your Gehring Group service team will maintain continuous communication throughout the plan year to provide support to staff with administrative, legislative, enrollment and billing questions. Gehring Group is available to assist our clients' staff with the resolution of claim problems and other issues such as policy interpretation. In addition, Gehring Group staff is always available to provide on-site assistance with new-hire orientations and employee benefits fairs.

Employee Surveys

One of the most effective ways to acquire employee feedback regarding their benefits program, or any other topic of interest, is through an employee survey. Gehring Group has the ability to accomplish this via paper survey form, or electronically, via the internet. These surveys have proven to generate effective results that aid in future decision making.

Benchmark Surveys

With Gehring Group's extensive public sector client base, our team also has access to a significant amount of in-house benchmark information including premium rates, employee/employer contributions, benefits data, carrier trend factors, ASO fees, reinsurance premiums and other comparative data. With our carrier leverage, access to information, and our familiarity with the public sector market as a whole, our team can negotiate more effectively on behalf of our clients and provide valuable information to help clients make decisions regarding their benefit program options and contributions.

2. **Respondents must provide a list of additional services that will be provided if selected by the City of Boynton Beach to act as the city's group insurance consultant that has not been stated in the RFP.**

Gehring Group also provides our clients with additional value added services including the following technological and research tools at no additional cost:

1. **Online Human Resources Research Tool: Think HR Workplace Pro**

Gehring Group provides *Think HR* to all clients <u>at no additional charge</u>. *Think HR* offers a one-stop resource for quick answers to thousands of human resources and employee benefits questions covering such issues as record-keeping, employment law, wages and withholding, workers' compensation, harassment, ERISA, COBRA and FMLA. *Think HR* provides you with easy and immediate access to expert HR advisors who will provide information and answers in a timely manner to minimize the exposure and risk associated with legal and regulatory matters. These answers are provided via phone, web or email, followed up with a written response to summarize the issue and result. This services also includes over 200 safety training courses and the ability to assign and track completion of training.

ThinkHR Live includes:

HR Hotline – Immediate, unlimited help from PHR and SPHR Advisors via phone or email.

- Phone access to HR advisers anytime Mon-Fri, 9am-8pm EST
- Written/email follow-up on complex issues or researched matters
- National and regional expertise

HR Library – Immediate access to HR resources to solve your HR concerns.

- Thousands of forms, documents, tools and checklists for every HR department
- Job description builder and salary benchmarking tools

Learn Pro – More than 200 online training courses that ensure compliance, reduce risk and drive employee engagement.

- Intuitive administrative dashboard
- Risk and Safety content
- Robust reporting

Gehring Group provides *Think HR* to all clients at no additional charge.

2. Gehring Group Client Portal

Gehring Group also hosts a client portal to communicate with and serve as an informational resource to its clients. This site allows us to post documents for clients to review, so that as the landscape of health care reform continues to evolve, we can ascertain that they have timely access to relevant newsletters, documents and analysis to help them navigate through this period of change. Subscribers to our portal additionally receive daily updates from **CCH HR Answers Now** on national regulatory changes.

3. **Describe the measures and analysis that will be used to evaluate the City's current vendor relationships.**

Your Gehring Group team is significantly involved in interacting with all of the City's employee benefits vendors. It is our role to be the liaison between the City and its vendors and represent your best interests in negotiating, coordinating, implementing and monitoring all aspects of plan benefits and service. We consistently review carrier performance and interact with claims departments to ensure claims are processed correctly. In addition, we negotiate performance guarantees with vendors regarding implementation, ongoing member service criteria and provider discounts.

Gehring Group's services include ongoing benefits administration support as well as assistance to employees with provider and claim issues. We often meet with employees individually to facilitate a quick resolution to any claim issues they may be experiencing with any of the City's vendors. Oftentimes, Gehring Group staff acts as the intermediary between the employee, provider and insurance carrier, to expedite the process. Consider your Gehring Group team as a true extension of your HR and Benefits staff. Supporting our clients' needs is a fundamental objective at Gehring Group. We take the role of advocacy to heart when representing your employees on claims issues, and we advocate for the organization when negotiating your renewal and communicating with all vendors. Gehring Group will coordinate with vendors to resolve issues on delivery, enrollment, interpretations and other contract issues.

As one of the top brokers/consultants for public sector entities throughout the state, our firm also has the distinct honor of participating in the advisory councils of some of the top carriers in the state including Florida Blue, CIGNA HealthCare and Humana. This provides us with considerable leverage during client negotiations. We have also received additional acknowledgments, having achieved Florida Blue BlueDiamond recognition and CIGNA HealthCare Platinum recognition, and top-tier recognition with all other Florida medical insurance providers. We attend local, regional, and national meetings regarding new product offerings and providing client feedback to the vendors. These small, exclusive meetings also allow us to stay ahead of the curve and educate our clients of new and innovative programs before they are released.

Gehring Group also has significant relationships with ancillary and voluntary benefit carriers for dental, life, vision, disability and other supplemental offerings.

4. **Describe how your firm would assist in the evaluation of vendors' proposals in the following plans:**

   a. **Self-Insured Medical Insurance**
   b. **Self-Insured Pharmacy Plan**
   c. **Fully Insured Dental Insurance**
   d. **Fully Insured Vision Insurance**
   e. **Long Term Disability Insurance**
   f. **Life and AD&D Insurance**

Limit your answers to no more than two (2) pages per benefit plan, double spaced, 12-point type.

Self-Insured Medical Insurance

When evaluating vendor proposals for a self-insured medical program, Gehring Group analyzes all variables involved including TPA fees, pharmacy benefit management services, reinsurance premiums and maximum liability factors. This includes much more than merely the competitiveness of the proposed administration fee provided by the Third Party Administrator (TPA). We also take into account the group's physical location and the available provider networks in the area. A certain TPA may have the lowest administration fees; however, the proposed network may not have aggressive provider discounts. It is important to keep in mind that administration fees typically represent only about 3% - 8% of the entire program cost; therefore, special consideration must be given to the provider network and utilization management programs since claims typically represent 80% or more of your total plan cost. We standardly include a requirement for proposers to provide a claims repricing analysis to truly understand how costs would be managed under the proposer's purview. In addition to pricing, we also evaluate the value-added benefits available from the various TPA's and insurance carriers. These include disease management programs, employee assistance plans, 24-hour nurse lines, wellness programs and other available features and cost saving initiatives that add value to your group health plan. We also evaluate the advantages and disadvantages of having a separate pharmacy benefit manager (PBM).

Our analysis includes the solicitation and evaluation of stop loss insurance to reduce or eliminate the group's exposure to the expenses associated with large, ongoing claims. "Specific" stop loss coverage provides protection in the event of one claim exceeding a specific amount (i.e. $100,000 or $150,000). "Aggregate" stop loss coverage limits the group's overall exposure to excessive utilization of the group as a whole. Stop loss insurance would be marketed as part of the RFP process to solicit self-insured

proposals and would include the review of the three main components of a stop loss program: 1) specific insurance, 2) aggregate insurance, and 3) the maximum claims liability factors (aggregate factors). Gehring Group would also evaluate various alternative stop loss deductible concepts and present all viable options to the City. To solicit the most competitive stop loss quotes, we would review for the City's consideration all cost saving options, including but not limited to:

- Traditional specific deductible with aggregate coverage,
- Aggregating specific deductible options,
- Stop loss tiered pooling options,
- Features such as monthly maximum liability accommodation,
- Limited liability tiered pooling options, etc.

Our analytical reports also include projected annual cost totals which are helpful in comparing a self-funded option to the cost of a fully insured arrangement. Considering all these factors will enable us to recommend a health insurance program with costs that are in line with the City's goals and budget.

Self-Insured Pharmacy Plan

Pharmacy costs can now represent 18% to 30% or more of a group's total health plan costs; therefore, it is very important to carefully evaluate all options as it relates to a group's prescription drug coverage. Choosing to self-fund pharmacy costs involves the consideration of many factors. Some of these factors include the average wholesale price (AWP), dispensing fees, administration fees, utilization management programs, level of pharmacy rebates and pharmacy network access. Our goal is to achieve transparency in pricing in our review of fees for claims processing, discounts, dispensing fees and rebate guarantees. Oftentimes, one pharmacy benefit manager's (PBM) definition of the word "rebate" can differ from that of another, so it is essential for us to consider all such variables in our evaluation. Variations can be considerable, so it is important to determine the various levels of rebates that will be returned to the group versus those that will be retained by the carrier/PBM. In addition, if the TPA is an insurance carrier, there are differences between how each carrier treats and even defines the term "rebate".

Furthermore, fees may also differ depending on the group's prescription drug formulary and utilization of brand name versus generic drugs, the impact of which may be significant to the group. Much like rebates, the definition of "generic" medications may differ from one PBM to another, so it is important to know that they are using appropriate "J" codes for an equitable comparison. When these expenses are not transparent, it is difficult to find the areas in which costs can be reduced.

As part of our evaluation, we also recommend a complete re-pricing of the historical data of a group's pharmacy claims by the PBM's under consideration to determine the potential cost savings. Gehring Group partners with several pharmacy consulting experts through which we can reprice prior year claims based on the various vendor proposals to determine which is the most competitive and would have produced the most cost savings. This analysis also considers drug formulary options and drug tiers.

Integration of the prescription utilization patterns with medical utilization is an important tool for predictive modeling and addressing any changes to benefits. Furthermore, it is important to continuously monitor the specific prescriptions utilized by the group's employee population in order to target abuse, aid in disease management programs, and formulate employee education strategies regarding generic versus brand names and less costly alternatives.

Fully Insured Dental Insurance

Gehring Group evaluates dental proposals in similar fashion to medical proposals. If the dental plan is self-insured, we review and compare administration fees and projected claims liability to determine if purchasing dental stop loss insurance is necessary. If the dental plan is fully insured, we consider network and provider availability in addition to performing a benefits comparison of all plans proposed. After determining the goals of the client, we analyze all options including Dental Maintenance Organizations (DMO), Dental PPOs, Direct Assignment Dental plans, Limited Benefit Plans, etc. to accomplish the most cost effective option.

When evaluating dental PPO options, we not only consider premium cost, we evaluate the coverage level of the various services included under each service classification (i.e. Preventive, Basic, Major,

Orthodontia). It is important to ensure that you are comparing plans on an "apples to apples" basis, and that services such as root canals and crowns are identified within consistent classifications or categories of service. For example, we would make sure that if root canals were considered a "Basic" service under the current PPO, we would require proposers to match the benefit, versus providing a lower cost, less coverage option to appear more competitive. The level of out of network coverage can also vary greatly among dental carriers and plans. Coverage can be based on "reasonable and customary" schedules down to limiting coverage to what would have been paid to an in-network provider. Reducing the level of out of network coverage is an option to lower the cost of plan, therefore, we would thoroughly discuss all options under the City's consideration and provide recommendations based on the City's goals and objectives. Our evaluation also includes a network disruption analysis to determine which proposers are viable options and would result in the least amount of employee disruption.

Many employers also provide and Dental Maintenance Organization (DMO) option as a lower cost alternative to provide dental coverage. This option allows employees to determine what the cost of each procedure or service will be up front. Our analysis would follow in the same fashion, comparing premium costs, network availability and disruption, coverage levels for various procedures and the copays or fees associated.

Fully Insured Vision Insurance

Vision programs differ from dental and medical insurance in that the majority of vision plans are "discount plans" versus being filed as "insurance" products. Gehring Group is consistent in its evaluation methods, however, and performs a comprehensive comparison of plan costs, benefits and provider networks. Many vision carriers differ in their philosophy of optimal provider mix. We specifically look at access to major retailers, as well as online outlets in comparison to the traditional brick and mortar providers contracted with a plan's network. The vision industry is ever advancing, so we dive into coverage options for lens enhancements and functionality, such as progressives and high-index lenses. For contact wearers, we are specially focused on how their fit and follow-up exam benefits are covered in comparison to the current schedule of benefits. Again, we base our recommendations on what is in the best interest of our clients and their employees.

Long Term Disability Insurance

In most cases, cost is the main variable in determining the competitiveness of a long term disability program. However, it is also very important to ensure that the plans being compared are "apples to apples" meaning that all plan variables are duplicated. These variables include the benefit percentage, monthly maximum benefit, own/any occupation definitions, "gross-up" options, consideration of paid time off (PTO) offsets against benefits, partial disability benefits, etc. We work with the client to determine the most appropriate elimination period based on their sick leave policy to best bridge the gap between when payroll ceases, and benefits begin. It is also crucial to understand the claims intake process, reporting and notification capabilities, W-2 and FICA match services, and other administrative concerns, such as billing and forms management. Disability carriers have different servicing models as well, so aligning the group to the best fit is inherent in our evaluation process. These features as well as the A.M. Best rating of the insurance carrier are considered during our comprehensive evaluation process.

Life and AD&D Insurance

Employer group life insurance and AD&D is typically the least complicated and least costly benefit provided to employees. We perform a cost analysis and detailed review of the proposed benefit. We take into consideration any additional benefits offered by some carriers such as the "seatbelt benefit", accelerated benefits, portability, and other features that provide added value for your employees. Much like disability products, we put an emphasis on understanding administrative concerns, such as billing and reporting/notification access. We also look for proposers' ability to match existing classes, eligibility definitions and benefits, in addition to takeover provisions and actively-at-work requirements. When necessary, we also strategize to break out pricing for different employee groups, such as public safety personnel or retirees, to ensure that budgetary needs are met with the goal of providing comprehensive benefits. Gehring Group only recommends reputable companies with positive ratings by A.M. Best and other rating services.

5. **Describe in detail what concepts you have proposed to clients to help contain/reduce health care costs. (Maximum three (3) pages, doubled-spaced, 12-point type. If marketing materials used, limit to three (3) pages.**

From new insurance and health care concepts to keeping our clients updated regarding new legislation, Gehring Group is not only known for taking a leadership role in the industry, but also known for being pacesetters. This is evidenced by our progressive efforts in ensuring that our clients are taking advantage of all available cost saving insurance concepts and funding arrangements. For example, Gehring Group was the first to implement a consumer driven health plan option for a large public sector employer in Florida during the early 2000's. In addition, we have guided a number of our public sector clients through the entire process of bidding for, evaluating and implementing onsite employee health clinics, msot of which have have generated a considerable return on investment and providing additional access to care for employees. Many of our clients have also implemented innovative wellness programs which incorporate various types of incentives and/or biometric screenings. We have also evaluated the benefits of various other concepts including telemedicine, value based plan designs, specialty physician designation cost share differences, plans with "narrow networks", international prescription sourcing, and live diabetic monitoring with mobile-enabled glucometers via a third party diabetes management vendor.

Gehring Group remains on the forefront of the industry, recommending creative solutions and innovative strategies that help our clients save money. There are many examples in which Gehring Group has aggressively pursued a cost effective benefits program for its clients. The following includes several actual case samples of Gehring Group clients ranging in employee size, who have experienced notable savings due to Gehring Group's expert consulting, negotiating experience, value-added services and knowledge of product offerings.

Public Sector Entity (1,600+ Employees)

Implementation of Kannact Diabetes Monitoring and CanaRx International Prescription Program

During the 2016/2017 plan year, Gehring Group guided this county through the implementation of two new and innovative programs to help tackle their rising health plan claims costs. The first was the Kannact Diabetes Management program.

Kannact delivers personalized diabetic monitoring and coaching using advanced technology at no additional cost, and often lower cost to patients. Under this program, a single coach is assigned to each

patient, creating a relationship focused on long-term goals for a patient's future wellbeing. The program includes the provision of a mobile (cellular) enabled glucometers which automatically collects, encrypts and transmits blood glucose data to health coaches. Supplies are delivered directly to the patient's home at no cost, and patients have access to their data via mobile app or web portal. Kannact is a "no extra cost solution." This service replaces or supplements the current carrier for all diabetic supplies; provides supplies at a lower cost than pharmacy networks; and shipping, coaching, monitoring, mobile app, web portal, alerts, data plan and all analytics are included in the price of the supplies.

One participant of the program has already achieved significant success. A county employee (49 year-old male) joined the program in April, 2017, at which time he had 8.4% A1C level and considered moderate-to-severe Type II diabetes; a condition he has maintained for over five years. His Kannact journey begin with setting up regular reminders to check blood sugar levels and receive weekly coaching. After 75 days, his A1C level dropped to 6.4%, now considered "pre-diabetic, with a future goal of achieving an A1C below 5.7% (diabetes free).

The second program implemented is the CanaRx international prescription drug reimportation program. CanaRx is a no cost, voluntary program offered in addition to the self-funded prescription plan already in force. The program covers brand name and specialty drugs only which are imported from only from Tier One countries including Canada, Australia, United Kingdom and New Zealand. Employees may enroll at any time, based on their need or current medical condition. Based on claims and utilization to date, the program is projected to result in a 1.55:1 return on investment by the end of the plan year, resulting in an approximate savings to the plan of over $225,000 to the employer.

City (1,500 employees)

Aggressive Negotiations, Streamlining Union Benefit Options & Transitioning to Self-Insured

In 2013, Gehring Group and the City developed a five-year strategy that included streamlining benefits for all employee groups (i.e. General, Police, Fire), the expansion of services available at its onsite employee health center and the ultimate transition from a minimum premium funding arrangement to a total self-insured arrangement.

The first step was to negotiate an 18-month rate guarantee for its fully insured medical insurance contract to effectively move the plan anniversary from January 1st to July 1st in an effort to allow the

City to better budget for health care expenditures, including additional fees imposed by the Affordable Care Act and the cost to provide additional services at the onsite health center. This resulted in a $640,000 savings to the City from their initial renewal offer and a savings of $496,000 in overall premiums for the Police Department.

In mid-2014, the City was again faced with a double digit increase for its minimum premium program. A budget increase to that degree was not justifiable based on our independent budget projections, and moreover, not sustainable for the long-term. Gehring Group was able to re-align the City's goal to manage health insurance costs by transitioning their current dual plan benefit offering to a single high deductible health plan with employer contributions to a Health Reimbursement Account (HRA). This resulted in a 20% savings, or $2.3 million dollars over current premium to the City while also adding value to the employees by providing first dollar coverage for out-of-pocket costs under the high deductible plan funded by City contributions to a health reimbursement account (HRA).

During the 2015/2016 plan year, Gehring Group was again successful in negotiating a savings to the City's medical plan premiums with the negotiated renewal coming in under current costs based on the plan's success in the prior year.

In 2016/2017, the City, the Police Department and the City's Fire Department accomplished their goal of streamlining its benefit offerings under one self-insured program. Gehring Group worked with the City to hold numerous Union meetings to explain the benefits of coming together under one medical plan and was successful in negotiating a self-insured contract resulting in savings to the employees of each group. The plan to date has experienced a $2.3 million dollar surplus since the transition to self-funding and expansion of wellness services at the employee health center. In addition, as of year-end 2017, Gehring Group's continued oversight of the City's employee health center has increased the City's return on investment from 2.3:1 in 2013 to 3.3:1 in 2017.

6. **Describe in detail wellness initiatives you have proposed to clients. (Maximum three pages, double-spaced, 12-point type.**

As stated in Tab 4, Gehring Group has assisted a number of clients in implementing a structured wellness program with the goal of encouraging employees toward a culture of wellness. We are available to assist our clients in developing a concrete wellness strategy with written goals and are there each step of the way. Gehring Group coordinates services between carriers, health and wellness vendors, and the client to facilitate the delivery of appropriate and coordinated health management and care management services through various outlets including clinics, educational seminars, management programs offered through the carrier, carrier resources, programs developed by the Gehring Group wellness team, and health improvement wellness challenge platform vendors. Our Wellness Coordinators have knowledge of various effective wellness vendors and can provide you with an overview of the various services that may be in your best interest as there are many aspects of a wellness program to take into consideration in the early stages of development of the program in order to obtain measurable results.

Gehring Group successfully negotiated over **$110,000 of wellness funds** during the past four years from the City's current health insurance provider to fund the City of Boynton Beach'ss wellness initiatives. The City is just one example of our experience in the initiation and rollout of a structured Wellness Program. Coordinated by Gehring Group's Wellness Coordinator, Stephanie Morris, the City's *Boynton Beach B.O.D.S. (Bettering Our Daily Selves)* campaign kicked off in early 2017.

The following example includes wellness program initiatives that began with health risk assessments, then adding biometric screenings and applicable targeted measurements, HRA funding incentives, and various opportunities to participate in health challenges, individual coaching and nutritional education.

City (400+ Employees)

Consumer Driven Health Plan Model with Wellness Initiatives

Over the past six years, this City has worked with Gehring Group and its health partner, CIGNA, to build a health improvement program to improve the well-being of its employees, but also help them realize the financial rewards of a healthy workforce. Creating a culture built on management support for healthy change has been crucial to the City's successful wellness journey. And the results of this five-year strategy have been record-breaking and award-winning by many standards.

Starting Simple

Recognizing that employees perform best when healthy, the City implemented a voluntary wellness incentive program. They rewarded employees for health actions, encouraging them to reach targets such as:

1. Achieve a BMI of less than 30
2. Achieve a blood sugar level of less than 100 mg/dl
3. Achieve a total cholesterol level of less than 239 mg/dl
4. Achieve a LDL cholesterol level of less than 129 md/dl
5. Achieve a blood pressure level of 139/89 or less
6. Successfully participate in tobacco cessation program

To participate and meet these targets, employees were required to work with their primary care doctors, participate in biometric screenings plus health assessments. And when they successfully meet their targets, employees receive an additional $500 in the Health Reimbursement Account.

Building on Success

As the program gained traction, the City added Cigna's MotivateMe program to enhance their wellness efforts. Providing coaching online and over the phone, this program gives employee even more opportunities to be rewarded for achieving wellness goals. The coaching encourages employees to reach previously unattainable targets by improving nutrition, exercising, learning to manage stress, working toward a healthier weight, and ending tobacco use.

Each year, the City comes closer to its strategic goal of behavior change. In 2015, participation in the wellness incentive program rose to 99% with increased funding from the City, employees' Health Reimbursement Account funding became dependent upon completion of a biometric screening and health assessment.

Today, the wellness program includes an extensive roster of strategies, ranging from exercise and healthy cooking programs to fitness challenges and health fairs. Through their Onsite Wellness Coordinator, the City has developed strategies and funding options that enable employees to use Cigna-provided programs as well as local resources. And as employees have become more engaged in

their well-being, the efforts have shown significant improvement in workforce health and productivity – all of which contributes to greater fiscal well-being for the City and the City budget. Most notably, the City has not had to change plan funding for four years in a row nor change what employees pay for their benefits. In addition to this, the City has also accomplished the following achievements:

- **4 years with no rate increase to health plan**
- **99% Participation in Wellness Incentive Program**
- **22% increase in preventive care visits (60% vs. norm 25%)**
- **$288,000 in actual ROI from various programs**
- **11% reduced catastrophic claims cost per covered life**
- **7% decrease in blood pressure & 23% reduction in cholesterol risk levels**
- **4% decrease in High Risk Levels and 7% increase in Low Risk Levels**
- **Platinum Employer by AHA – BlueZone Approved – 2016 CIGNA WellBeing Award**

Based upon the program adjustments in year one and two along with the current implementation of the Wellness Incentive Program, the City has experienced a significant reduction in average claims costs along with a reduction in a reduced trend and overall paid claims.

The City's most recent strategy includes the addition of a smoker surcharge for those employees unable to complete the non-smoker affidavit or who are unwilling to participate in a smoking cessation program.

7. **Describe in detail how you have assisted your clients with the implementations and/or administration of on-site employee medical clinics.**

A pioneer in our industry, Gehring Group has successfully assisted several of our public sector clients in the bidding, evaluation and implementation of an employee onsite health clinic. The consideration of an onsite clinic is not a task to take lightly. We have walked each of our clients through the step by step process of determining if the clinic concept is a feasible option for them, narrowing down the various clinic models and ultimately implementing a clinic to provide the services to best meet their needs and cost savings goals, while remaining completely independent in our role.

This is a comprehensive process including:

- Feasibility analysis
- Request for proposals
- Proposal analysis and finalist selection
- Contract negotiation
- Facility selection
- Provider selection (physician interviews)
- Implementation
- Employee communication
- Ongoing utilization monitoring
- Return on investment analysis

During this process, our staff meets with executive staff, elected officials, employee committees, etc. for the purpose of providing ongoing communication regarding the RFP, evaluation and contract process. The following includes four clients for which Gehring Group coordinated the entire process, from RFP to implementation. Each of the following clients selected a different clinic model or vendor and each concept is customized to function according to the needs of the group. Our client success stories include:

1. **Charlotte County Board of County Commissioners**
   Clinic opening: April, 2009
   Facility: Leased offsite
   Vendor: CareHere
   Charlotte County has over 1,200 employees and over 2,600 members eligible to use the Employee Health Center. The Health Center is staffed with a full medical staff, including one Medical Doctor and Nurse Practitioner. The Health Center treats on average 685 patients per month and dispenses approximately 600 prescriptions per month. Additional services include lab work, Worker's Comp, Occupational Health, and x-rays.

2. **Martin County Board of County Commissioners**
   Clinic opening: April, 2010
   Facility: Shared space with local urgent care center
   Vendor: Employee Wellness, Inc.
   The Martin County Employee Health Center provides services to over 1,100 employees working for the County and their Constitutional offices. The Health Center is operated by a local Family Care and Urgent Care center utilizing their existing office space. County employees have access to medical staff consisting of a Medical Doctor, Nurse Practitioner, and support staff accessible 40

hours per week. The clinic treats on average over 700 patients per month and dispenses over 300 prescriptions per month. The Health Center also offers Worker's Comp and occupational health services.

3. **City of Cocoa**
   Clinic opening: September, 2014
   Facility: Cocoa location and Satellite Beach location - City owned buildings built out by CareATC
   Vendor: Care ATC
   The City of Cocoa opened its employee health center in 2014 in a City owned building designed by CareATC. In 2017, Cocoa joined with the City of Rockledge, Cocoa Beach, and Satellite Beach via an interlocal agreement to share the healthcare services provided at the clinic, subsequently opening a second location in a City of Satellite Beach owned building.

4. **Palm Beach County Sheriff's Office**
   Clinic opening: June, 2010
   Facility: Leased offsite
   Vendor: Cigna Onsite Health
   The Palm Beach County Sheriff's Office Health & Wellness Center provides primary, urgent, acute and radiological medical care to more than 4,000 employees and 12,000 dependents. The Health & Wellness Center is the flagship medical clinic for CIGNA Onsite Health nationwide, boasting over 5,000 square feet, with ten providers and the CIGNA Electronic Health Record system. Among the health services available at the center are physicals, laboratory services, screenings, immunizations, wellness programs, health education and a medication dispensary with an average 80% generic-fill rate. A medical doctor leads the onsite team, which includes two nurse practitioners, four medical assistants, radiological assistant and three outsourced providers to provide specialty care. During the current year, the clinic continues to see a steady 60%+ penetration rate (i.e. Percent of employee population that visited the health center during a rolling 12 month period). (Note: Cigna Onsite Health does not obligate the PBSO to Cigna Healthcare in any way. They can select any health insurance provider they choose.)

Gehring Group has extensive experience in the clinic evaluation process for Florida public sector entities. We are completely independent and evaluate all clinic proposals based on the needs and goals of our clients. We have issued numerous requests for proposals and have consistently received responses from various clinic vendors, local and national. The City can be sure that Gehring Group will work on its behalf to a make the City's investment into its employee health center a success.

8. **Describe the organization's quality initiative program and the type of measuring (or benchmarking) system used to ensure continuous improvement.**

Gehring Group strives to exceed client expectations through our high level of client service, dedicated personnel, innovation and commitment to excellent client satisfaction. We rely on our clients to be our references, and insomuch we work toward not only being excellent technicians but also excellent communicators and a valued resource for all their benefits needs. Our goal is to return all phone calls and emails within 24 hours if not the same day. Our staff understands the value of our reputation and the importance of meeting our clients' expectations.

A key member of our team whose role is focused on ensuring client satisfaction is our Danielle Shull, our **Director of Client Experience**. A senior level experienced professional, Danielle has been with Gehring Group for over 10 years and is especially familiar with Gehring Group's comprehensive level of services, our team structure, and most of all, the needs of public sector entities. Her duties include a strong focus on communicating with our clients to ascertain whether we are meeting expectations, and to receive feedback from clients on opportunities and future trending needs.

In addition to our team approach, in which every position has a team member of the same position who is able to back up, or pitch in as needed, Gehring Group also utilizes a client relationship management system into which client related activities, projects, and timelines are entered. Your team's Senior Benefits Consultant and staff managers utilize this tool with its extensive capabilities daily to manage workflow and ensure that committed work is planned for and delivered timely.

Regardless of the hurdle, our team will work aggressively pursue all tasks to completion and on time as we have successfully done in the past. Our goal is to have an open relationship with our clients so that we can discuss any issues regarding vendors and performance openly. We are also willing to put performance guarantees in place where we would put a portion of our fees at risk to ensure client satisfaction. Gehring Group also conducts focus groups which gives our clients an opportunity to provide feedback, as well as our Director of Client Experience role, who proactively reaches out to clients to guage their level of satisfaction. In our organization, we have a very involved leadership team who are always accessible to our clients and committed to meeting their needs.

9. **Describe in detail the self-service, Internet based solution(s) you are able to offer your clients to transmit data to multiple carriers and to automate enrollment processes. All fees associated with the use of this solution must be included in the fee proposal.**

BenTek® Online Enrollment & Administration System

Gehring Group's proposal continues to include the services of the BenTek Online Enrollment and Administration System to provide a comprehensive solution with YEAR ROUND benefits administration services and capabilities. The services of BenTek are included within the fee proposed in **Tab 6: Fee Proposal**. BenTek® is a system developed over 13 years ago specifically to meet the unique needs of the public sector. It is an easy and convenient, online benefits enrollment and administration system that streamlines benefit enrollment by delivering a web-based enrollment solution to over **100 Florida public sector entities** currently. Via BenTek, employees can easily and securely access the *Employee Benefits Center* and enroll in their benefits from anywhere. **Boynton Beach has successfully utilized the BenTek® system since 2015 to achieve a more efficient, web-based enrollment process.**

The online enrollment experience, "Enrollment in 7 Steps", is designed to guide employees through the enrollment process in seven progressive steps, each tracked within the Enrollment Progress Bar. During any enrollment process (Open Enrollment, New Hire, Qualifying Event), employees can view both current and future enrollment and deduction information for all benefit options on one page. Each enrollment module provides a detailed confirmation statement of all elected benefits and deductions that can be saved, printed, and viewed in future sessions. Employees can access detailed plan information such as Summaries of Benefits and Coverage (SBC's), plan summaries, plan comparisons as well as acknowledge compliance notifications, disclaimers, and more.

The **Employee Benefits Center** also provides easy access to benefit information and resources, self-service tools and online enrollment 24/7/365. Employees can perform many benefit related functions including reporting qualifying life events, managing life insurance beneficiary designations, accessing provider sites and claim forms, and more.

BenTek® Open Enrollment Key Advantages:

- Rules based enrollment provides a customized user experience built with benefit logic, alerts, and informational notifications based on the unique needs of each Client's employee population.
- Improved employee communication with access to current enrollment, cost, and provider information to assist with enrollment decisions.
- Customized content including open enrollment news, embedded links, access to videos and presentations to create a system that is filled with benefit resources for employees.
- Powerful self-service tool providing employees with 24/7/365 access from the comfort of their homes to view real time comprehensive benefit summary, review and compare plans, report qualifying life events, view dependents, manage beneficiaries for life insurance and retirement plans, and more.

BenTek's Open Enrollment module features include:

- SSL Based login
- Easy access to Benefit Statements
- Access to current, historical, and future elections
- Session Time Security
- Enrollment Progress Bar
- Open Enrollment Introduction Page
- Web Single Sign-On
- Dependent Information Screen
- Benefit Highlights & Resources
- Single Screen for all Benefit Elections
- Ability to assign Beneficiary Designations
- Summary of Elections/Confirmation Statement
- Elections Submitted "Electronic Signature"
- Employee Demographics Verification

Within the **Administration Module**, Benefit Administrators manage employee demographics, personnel data, coverage eligibility, and dependent records in one system, and automatically transmit electronic eligibility to insurance providers. They can also approve qualifying life event submissions and generate customized approval, pending, and denial letters. Benefit Administrators can also utilize ongoing Personnel and Payroll audit features to maintain the integrity of data between the Payroll system, HRIS system, and BenTek®.

Additional information regarding the BenTek Online Enrollment and Administration System is included in **Exhibit A** for your review. We would be pleased to demonstrate BenTek's functionality via a webcast or provide an onsite demonstration at your earliest convenience. We would like to emphasize that BenTek's slogan is "Benefits Technology by Benefits People." What this means for you is a seamless implementation by an experienced team of programmers, along with a benefits expert guiding the implementation process. Together with professionally produced communication collateral, we feel confident that BenTek® will prove itself a true extension of your benefits team, resulting in measurable savings of invaluable resources.

Tab 6: Fee Proposal

Respondents shall include in this section their fee proposal on the form attached herewith, plus any additional informational sheets.

The completed Fee Proposal Form is included on the following page.

REQUEST FOR PROPOSAL
FOR
EMPLOYEE BENEFITS CONSULTING SERVICES
RFP No.: 012-1610-18/IT

FEE PROPOSAL FORM

Proposers should use this form for submitting its Fee Proposal. The following pricing is submitted as "all inclusive" to provide financial advisory services in accordance with the requirements identified in this Scope of Work and as set forth in this RFP document.

The Proposer's monthly fee for benefit consulting services shall remain firm for the term of the Agreement. The option for renewal shall be exercised upon mutual agreement between Contractor and City, by written agreement with all original terms and conditions adhered to with no deviations.

ITEM	QTY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	12	MONTHS	Fixed, flat fee for Benefit Consulting services	$ 6,650	$ 79,800
			TOTAL ANNUAL FEE:	$ 79,800	

Gehring Group, Inc.
COMPANY NAME

561) 626-6797
TELEPHONE NO.

cindy.thompson@gehringgroup.com
E-MAIL ADDRESS

AUTHORIZED SIGNATURE

Kurt N. Gehring
PRINTED NAME

CEO and President
TITLE

April 11, 2018
DATE

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

Tab 7:

Proposal Forms

Respondents must complete and submit the required forms in order for submittal to be considered a valid response. DO NOT INCLUDE YOUR PRICE PROPOSAL FORM IN THIS SECTION RATHER INCLUDE IT IN TAB 5 – PRICE PROPOSAL.

Enclosed please find the following required forms:

- ☑ Proposer's Acknowledgement
- ☑ Acknowledgment of Addendum(s)
- ☑ Statement of Proposer's Qualifications
- ☑ References
- ☑ Anti-Kickback Affidavit
- ☑ Non Collusion Affidavit of Prime Proposer
- ☑ Confirmation of Minority Owned Business
- ☑ Confirmation of a Drug Free Workplace
- ☑ Acknowledgement of PBC Inspector General
- ☑ City of Boynton Beach Local Business Status
- ☑ Schedule of Sub-Consultants

REQUEST FOR PROPOSAL
FOR
EMPLOYEE BENEFITS CONSULTING SERVICES
RFP No.: 012-1610-18/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: **EMPLOYEE BENEFITS CONSULTING SERVICES**

RFP Number: **012-1610-18/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: Gehring Group, Inc.

Federal I.D. Number: 65-0361295

A Corporation of the State of: Florida

Area Code: (561) Telephone Number: 626-6797

Area Code: (561) FAX Number: 626-6970

Mailing Address: 4200 Northcorp Parkway, Suite 185

City/State/Zip: Palm Beach Gardens, Florida 33410

E-mail Address: cindy.thompson@gehringgroup.com

Authorized Signature

Kurt N. Gehring, CEO
Name Typed

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A D D E N D A

CITY OF BOYNTON BEACH
FLORIDA

RFP TITLE: "EMPLOYEE BENEFITS CONSULTING SERVICES"

RFP NO.: 012-1610-18/IT

DATE SUBMITTED: April 13, 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
1	03/15/2018	2	03/19/2018
3	04/05/2018		

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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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
"EMPLOYEE BENEFITS CONSULTING SERVICES"

RFP No.: 012-1610-18/IT

RESPONDENT MUST SIGN, DATE AND INCLUDE THIS "ACKNOWLEDGEMENT OF ADDENDUM NO. 1 WITH RFP PACKAGE FOR SUBMITTAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

Kurt N. Gehring, CEO	Kurt Gehring
PRINT NAME OF AUTHORIZED REPRESENTATIVE	SIGNATURE OF AUTHORIZED REPRESENTATIVE
Gehring Group, Inc.	April 11, 2018
NAME OF COMPANY	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

ACKNOWLEDGEMENT OF ADDENDUM No. 2
"EMPLOYEE BENEFITS CONSULTING SERVICES"

RFP No.: 012-1610-18/IT

RESPONDENT MUST SIGN, DATE AND INCLUDE THIS "ACKNOWLEDGEMENT OF ADDENDUM NO. 2 WITH RFP PACKAGE FOR SUBMITTAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

Kurt N. Gehring, CEO	Kurt Gehring
PRINT NAME OF AUTHORIZED REPRESENTATIVE	SIGNATURE OF AUTHORIZED REPRESENTATIVE
Gehring Group, Inc.	April 11, 2018
NAME OF COMPANY	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

ACKNOWLEDGEMENT OF ADDENDUM No. 3
"EMPLOYEE BENEFITS CONSULTING SERVICES"

RFP No.: 012-1610-18/IT

RESPONDENT MUST SIGN, DATE AND INCLUDE THIS "ACKNOWLEDGEMENT OF ADDENDUM NO. 3 WITH RFP PACKAGE FOR SUBMITTAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

Kurt N. Gehring, CEO	Kurt Gehring
PRINT NAME OF AUTHORIZED REPRESENTATIVE	SIGNATURE OF AUTHORIZED REPRESENTATIVE
Gehring Group, Inc.	April 11, 2018
NAME OF COMPANY	DATE

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: Gehring Group, Inc.
2. Business Address: 4200 Northcorp Parkway
   Suite 185
   Palm Beach Gardens, Florida 33410
3. When Organized: October 6, 1992
4. Where Incorporated: State of Florida
5. How many years have you been engaged in business under the present firm name?
   22 years
6. General character of work performed by your company. Gehring Group is a premier insurance brokerage and consulting firm specializing in the public sector. With a unique producer-free environment, Gehring Group provides year-round based team support and value-added services to our clients in the areas of employee benefits and risk management solutions.
7. Enclose evidence of possession of required licenses and/or business permits. See attached licenses.
8. Number of employees. Gehring Group: 64
   BenTek: 29
9. Background and experience of principal members of your personnel, including officers. *
   * Please refer to Tab 4: Qualifications of Firm/Assigned Staff
10. Bonding capacity, if applicable. N/A
11. Have you ever defaulted on a contract? If so, where and why?* No.

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

Project	$ Value	Contact Name	Phone #
Martin County Sheriff's Office	$12 million	Yolanda Bills	(772)220-7010
Martin County School District	$23 million	Julie Sessa	(772)219-1200
City of West Palm Beach	$20 million	Jennifer Chripczuk	(561)494-1013
City of Port St. Lucie	$20 million	Claudia McCaskill	(772)344-4081

13. Contracts on hand. * Included in Tab 4: Qualifications of Firm/Assigned Staff

14. Largest completed projects (include final cost).

1) U.S. Virgin Islands - Total value of all lines - $150 million
2) Palm Beach County Sheriff's Office - Total value of all lines - $80 million
3) Martin County School District - Total value of all lines - $23 million

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: * N/A

Dated at: Palm Beach Gardens, FL

this 11TH day of April 20 18

By: _____
(written signature)

Name: Kurt N. Gehring
(printed or typed)

Title: CEO

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REFERENCES FOR Gehring Group, Inc.
(NAME OF FIRM)

Company Name: MARTIN COUNTY SHERIFF'S OFFICE		
Address: 800 SE Monterey Road		
Stuart, Florida 34994		
Contact Name: Yolanda Bills - Benefits Coordinator, Human Resources Unit		
Phone: (772)220-7010	Fax: (772)220-7112	E-Mail: ybills@sheriff.martin.fl.us
Company Name: MARTIN COUNTY SCHOOL DISTRICT		
Address: 500 East Ocean Boulevard		
Stuart, Florida 34994		
Contact Name: Julie Sessa - Coordinator, Risk & Employee Benefits		
Phone: (772)219-1200 x. 30371	Fax: (772)219-1226	E-Mail: sessaj3@martin.k12.fl.us
Company Name: CITY OF WEST PALM BEACH		
Address: 401 Clematis Street, 3rd Floor		
West Palm Beach, Florida 33401		
Contact Name: Jennifer Chripczuk - Human Resources Officer		
Phone: (561)494-1013	Fax: (561)494-1035	E-Mail: jchripczuk@wpb.org
Company Name: CITY OF PORT ST. LUCIE		
Address: 121 SW Port St. Lucie Boulevard		
Port St. Lucie, Florida 34984		
Contact Name: Claudia McCaskill - HR Manager, Benefits		
Phone: (772)344-4081	Fax: (772)871-5274	E-Mail: cmccaskill@cityofpsl.com

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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: Kurt Gehring
NAME SIGNATURE

Sworn and subscribed before me
this 11th day of April , 20 18

Printed Information:

Kurt N. Gehring
NAME

CEO & President
TITLE

Valerie Jean Ensinger
NOTARY PUBLIC, State of Florida
at Large

VALERIE JEAN ENSINGER
MY COMMISSION # GG 071006
EXPIRES: March 21, 2021
Bonded Thru Notary Public Underwriters

Gehring Group, Inc.
COMPANY

Valerie J. Ensinger
"OFFICIAL NOTARY SEAL" STAMP

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NON COLLUSION AFFIDAVIT

State of Florida)
:
County of Palm Beach)

Kurt N. Gehring, being first duly sworn, deposes and says that:

1) He/She is CEO & President (Title) of Gehring Group, Inc. (Name of Corporation or Firm), the qualifier who has submitted the attached **RFP No. 012-1610-18/IT for EMPLOYEE BENEFIT CONSULTING SERVICES**

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) Kurt N. Gehring

(Title) CEO & President

Valerie Jean Ensinger

Subscribed and sworn to before me

This 11th day of April, 20 2018

My commission expires

VALERIE JEAN ENSINGER
MY COMMISSION # GG 071006
EXPIRES: March 21, 2021
Bonded Thru Notary Public Underwriters

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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 X 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:

Not applicable

Issuing Organization for Certification

Not applicable

Date of Certification

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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

Kurt N. Gehring, CEO

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.

Gehring Group, Inc.
CONTRACTOR NAME

By

Title: Kurt N. Gehring, CEO and President

Date: April 11, 2018

CITY OF BOYNTON BEACH
LOCAL BUSINESS STATUS CERTIFICATION

I, Kurt N. Gehring (Name of officer of company), the CEO & President (Title of officer of company) of Gehring Group, Inc. (Name of Corporation/Company), located at 4200 Northcorp Parkway, #185, Palm Beach Gardens, FL 33410 (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: Gehring Group, Inc.			
1. Is the business located within the City limits of Boynton Beach, Florida?	YES	NO X	Number of Years: N/A
2. Does the business have a business tax receipt issued in the current year?	YES X	NO	Business License Number: Palm Beach County #200217782
3. Is the business registered with the Florida Division of Corporations?	YES X	NO	Since 10/6/1992

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: Kurt N. Gehring, CEO Signature: Kurt Gehring

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

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

Verified by: _____ **Date:** _____

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Section 8: Exhibits

This section includes the following exhibits:

Exhibit A ..... BenTek® Online Enrollment & Administration System
Exhibit B ..... Sample Employee Benefit Guide
Exhibit C ..... Sample Employee Communications
Exhibit D ..... Sample Reports & Work Product
Exhibit E ..... Health Care Reform / ACA Seminar
Exhibit F ..... Sample Employee Benefit Newsletters
Exhibit G ..... Letters of Recommendation

Please note that all communications herein can be printed on various paper sizes.

GEHRING GROUP

Human Resources & Risk Management

WELLNESS, SAFETY AND BENEFITS FAIR

THURSDAY, MARCH 31ST • 9AM - 3PM

CIVIC CENTER - 128 E. OCEAN AVENUE, BOYNTON BEACH

ENJOY SMOOTHIES, COMPLIMENTARY HEALTH SCREENINGS, RAFFLE PRIZES, AND SO MUCH MORE!

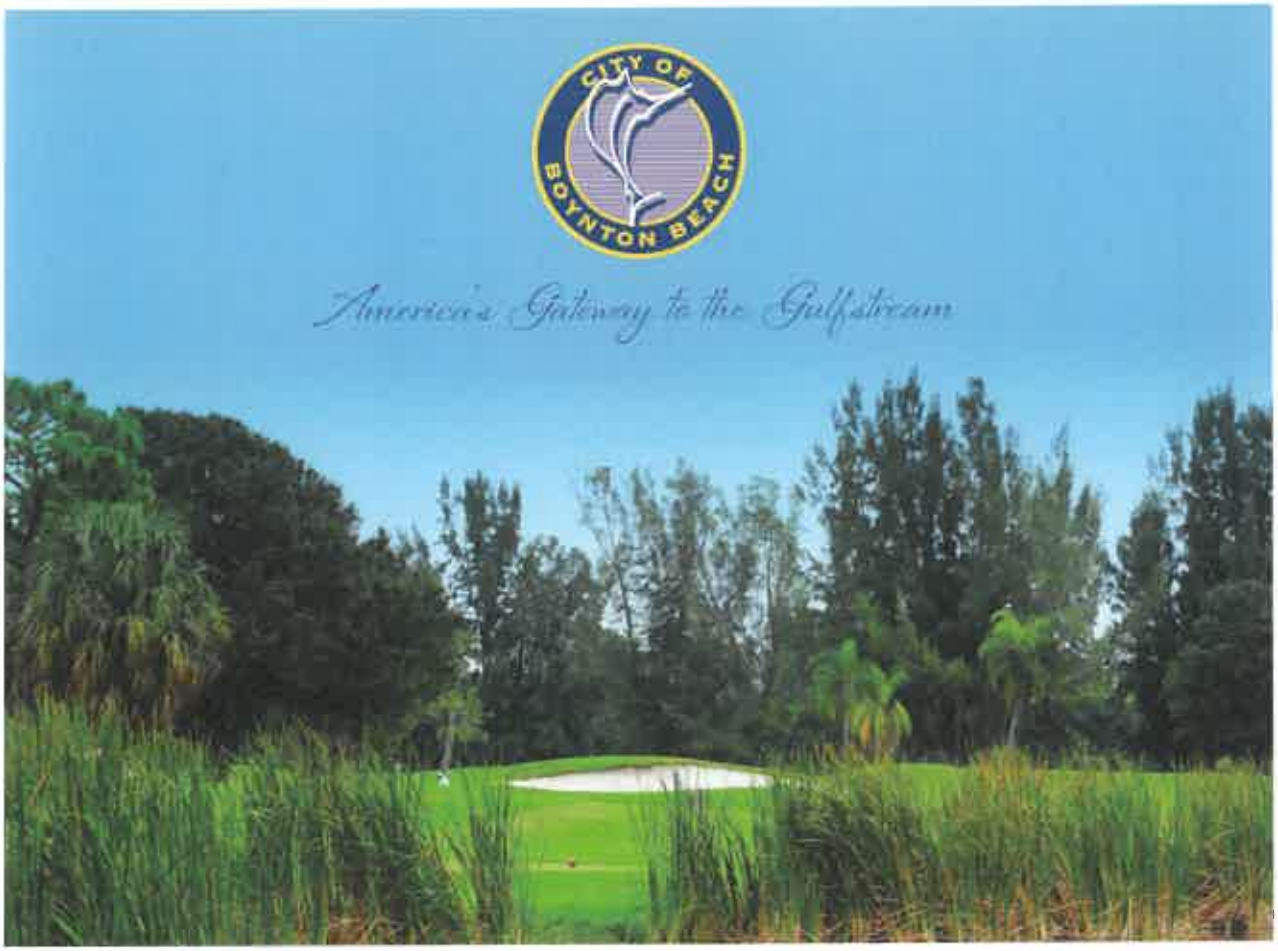
All employees are welcome to attend!

BIOMETRIC SCREENINGS - SCHEDULE YOUR APPOINTMENT TODAY!

Make sure to coordinate with your department supervisor first before signing up for the biometric screenings, then employees will need to access the appointment website by the link below. Employees should register as new users to schedule an appointment. If they do not have computer access or if they prefer to have the appointment made via phone, they can call, (877) 304-7055.

http://tinyurl.com/CBB-Biometrics

2017 | 2018
OPEN ENROLLMENT IS HERE!



OPEN ENROLLMENT PERIOD
August 17th – August 31st

Open Enrollment is online! BenTek is an internet based benefits enrollment system that allows you to do the following 24 hours a day / 7 days a week during the open enrollment period:

- View all benefit elections and payroll deductions
- Make new elections or changes online
- View plan summaries and link to provider websites
- Designate life insurance beneficiaries

The open enrollment period to view your benefit options, make changes, or waive coverage is **August 17th – August 31st.**

ON-SITE ASSISTANCE

Online enrollment assistance will be provided on-site at the Health and Wellness Fair.

Thursday, August 24, 2017
9:00 a.m. to 2:00 p.m.

Civic Center Auditorium
128 E. Ocean Avenue
Boynton Beach, FL 33435

You may also contact Human Resources for online enrollment assistance at (561) 742-6275 during the open enrollment period.

WEST PALM BEACH

City of West Palm Beach EMPLOYEE HEALTH CENTER

Stuart Urgent Care

3405 NW Federal Hwy,
Jensen Beach, FL 34957

(772) 692-8082
www.stuarturgentcare.com

Hours of Operation	
Monday	8:30 am - 7:00 pm
Tuesday	8:30 am - 7:00 pm
Wednesday	8:30 am - 7:00 pm
Thursday	8:30 am - 7:00 pm
Friday	8:30 am - 7:00 pm
Saturday	8:30 am - 3:00 pm
Sunday	CLOSED

PRIMARY LOCATION

WPB Employee Health Center

413 Clematis Street. West Palm Beach. Suite 230. FL 33401

(561) 822-2000 • www.cityfitmd.com

Hours of Operation	
Monday	7:00 am - 6:00 pm
Tuesday	7:00 am - 6:00 pm
Wednesday	7:00 am - 6:00 pm
Thursday	7:00 am - 6:00 pm
Friday	7:00 am - 4:00 pm
Saturday	8:00 am - Noon
Sunday	CLOSED

TCMA Urgent Care Okeechobee

305 NE Park Street.
Okeechobee, FL 34972

(863) 484-8154
www.stuarturgentcare.com

Hours of Operation	
Monday	8:30 am - 7:00 pm
Tuesday	8:30 am - 7:00 pm
Wednesday	8:30 am - 7:00 pm
Thursday	8:30 am - 7:00 pm
Friday	8:30 am - 7:00 pm
Saturday	8:30 am - 3:00 pm
Sunday	CLOSED

- ✓ **Services are 100% FREE**
- ✓ **After Hour Medical Answering Service (561) 822-2000**
- ✓ **Primary Care and Urgent Care Services**
- ✓ **Medications Dispensed On Site****
- ✓ **24-Hour Medical On-Call Answering Service**
- ✓ **Wellness and Health Maintenance**
- ✓ **Chronic Disease Management**
- ✓ ***Treatment of Prescription Pain Medication Dependence - Stuart Office ONLY***
  (Highly Confidential & Run Through Insurance)

- ✓ **Physicals**
  - Wellness
  - Well Woman
  - DOT
  - Preoperative
  - School / Sports / Camp

- ✓ **On-Site Services**
  - X-Ray
  - Laboratory Draws*
  - 12-Lead EKG
  - IV Fluids

* There may be specialty lab draws that must be drawn at an actual lab-draw station. Outside orders with uncommon lab requests must be provided to the health center so as to determine the capability of drawing such specimens.

** Providers may request lab studies and/or a provider/patient visit prior to the dispensing of any medications.

Rx Refill Line

Phone: 561.822.1585. Available for established patients.

Remember:** Upon visiting the Health Center or alternate locations, employees MUST provide a valid **City ID Badge** and **show a current Cigna medical insurance ID card.

CITYFIT WELLNESS PASSPORT PRIZES

GRAND PRIZE DRAWING (2 DRAWINGS)

Wellness Retreat at Safety Harbor Resort and Spa (Value of $1,221)
Location: Safety Harbor, FL

- 3 nights of spacious guest room accommodations
- All meals included
- Access to all resort amenities
- Comprehensive nutritional consultations
- Personal fitness training sessions
- Daily fitness classes and meditation
- Herbal wrap or hydro bath
- Daily massages
- European facial
- Steam rooms and dry sauna
- Round trip transportation from local airports
  - » No other transportation is included (i.e. mileage, fuel, airfare, etc.)

Please Note: *This is for a Single Occupancy Only. The City of WPB will not cover double occupancy.*

2ND DRAWING

1 Year Membership to Massage Envy
(Value of $780)

- 12 massages or facials

3RD DRAWING

Massage and Facial at PGA Resort
(Value of $300)

To be entered into all drawings, employees must complete all four quarters of their CityFit Passport. Winners will be pulled at the Benefits Fair in May, but prize will not be provided until June 30th, 2018, contingent upon completion of the 4th quarter activities. Please see CityFit Wellness Program Brochure and Passport for further information.

WPB
WEST PALM BEACH

CLEARWATER
WELL @ WORK

Fall into

Healthy Habits

20th Annual Health Fair

Friday,
October 28th, 2016

9am ~ 2pm

Ross Norton
Recreation Complex

1426 S. Martin Luther King Jr. Ave.
Clearwater, FL 33756

Open Enrollment Kickoff / United Way Fundraiser

- Meet City Health Center Staff
- Free Flu Shots
- Chair Massages

Meet with Vendors for:

- Medical / Dental / Vision
- Aflac
- EAP
- Deferred Compensation
- Life Insurance

Health Screenings:

- Skin Cancer Screenings
- Sleep Assessments
- Body Fat Analysis
- Vision Screenings

Information / Education:

- Stroke Awareness
- Diabetes
- Cancer
- Weight Management
- Stress

Attention

ALL BENEFIT ELIGIBLE EMPLOYEES

Open Enrollment is Coming!

TAKE CHARGE OF YOUR HEALTH AND BENEFIT NEEDS

Medical • Dental • Vision
Life • Disability
Flexible Spending &
Dependent Care Accounts
Health Savings Accounts
Supplemental Insurance

2016-2017 ANNUAL OPEN ENROLLMENT

APRIL 18th - APRIL 29th

All Changes Effective July 1, 2016

STAY INFORMED!

Computers and Enrollment Assistance will be available.

Watch Emails, Bulletin Boards and Benefits Website
for all the details!

ENROLL ONLINE - www.mybentek.com/sbmc

Employee Benefits Department
Email: benefitshotline@martin.k12.fl.us
Phone: (772) 219-1200 extensions 30386; 30478; 30247

EMPLOYEE BENEFITS & WELLNESS FAIR

SAFARI TO WELLNESS

SATURDAY, MARCH 7, 2015

LOCATION: HIDDEN OAKS MIDDLE SCHOOL CAFETORIUM

TIME: 9:00AM - 1:00PM

What's Happening at the Fair?

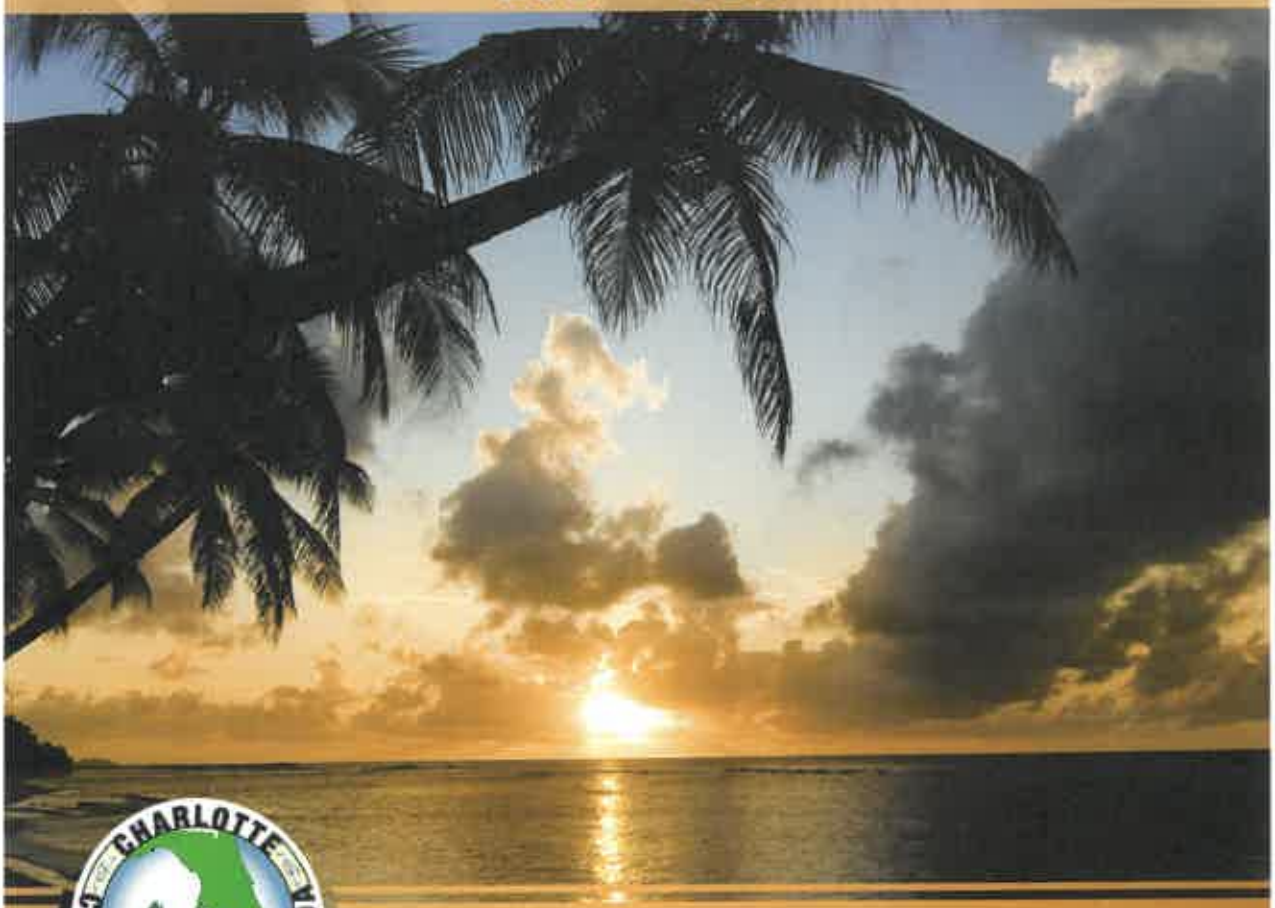
- **FREE** Health Screenings and Health Assessments *
  ** All employees completing the screening and assessment will receive a $50 Publix gift card the day of the event*
- **FREE** Seminars on Health and Fitness
- **FREE** Cooking Demonstrations for Adults and Kids
- **FREE** Tips from Experts on Nutrition, Diet, Fitness, Retirements Savings and More
- Over 20 Different Vendors Participating
- Freebies, Door Prizes, Games, Kid's Corner
- Fun for the Entire Family!

Appointments Required For Your Free Health Screenings
To Schedule Yours, Please Go Online To:
https://pickatime.com/client?ven=11607564&event=255251

Presented By: Risk & Employee Benefits Department

For more information, contact your on-site Wellness Ambassador or call 772-219-1200 ext. 30478.
Email: benefitshotline@martin.k12.fl.us

2013-2014



August 1st - 22nd
OPEN ENROLLMENT

Employees **who are not making any changes do not need to do anything as you will automatically be re-enrolled in your current coverage.** If you are making changes for the 2013 2014 Plan Year, such as adding or deleting dependents, changing your beneficiaries, or adding or dropping different lines of coverage, follow these simple steps:

1. Log on to https://www.mybentek.com/charlottecounty
2. Enter your username and password.
3. Select the Open Enrollment menu option.
4. Enter the Employee Benefits Center (EBC) to review current elections and make any elections or changes.
   - Make sure your life insurance beneficiary is current or update accordingly.
5. Once you complete your elections, print out your confirmation statement containing all your benefit elections for you and your family including your life insurance beneficiary designations.

Return to the Employee Benefits Center at any time to review your benefits, access your ID cards, update life insurance beneficiaries and obtain other important benefit information.

Enrolling For Your Benefits Has Never Been Easier!

To access your benefits online, visit the Employee Benefits Center at www.mybentek.com/charlottecounty

Hernando County

2014 | 2015
EMPLOYEE BENEFIT ON-LINE OPEN ENROLLMENT

BEGINS THURSDAY, JULY 31 — ENDS MONDAY, AUGUST 18

Representatives from Florida Blue, Florida Combined Life, Hartford, Aflac, and Gehring Group will be present to answer any questions regarding your insurance plans.

BENEFIT MEETING SCHEDULE

General Benefit Information Provided.

Monday, Aug. 4
10:00 am – 11:00 am
Spring Hill Library

3:00 pm – 4:00 pm
Westside Library

Tuesday, Aug. 5
10:00 am – 11:00 am
Govt Ctr Jury Room

2:30 pm – 3:30 pm
DPW

Wednesday, Aug. 6
8:00 am – 9:00 am
Development

11:00 am – 12:00 pm
Utilities Admin

3:00 pm – 4:00 pm
Govt Ctr Jury Room

Thursday, Aug. 7
8:00 am – 9:00 am
Utilities - Wiscon Maintenance Facility

10:00 am – 10:30 am
10:30 am – 11:00 am
Westside Government Center, Utilities Customer Service Office

FOLLOW-UP EMPLOYEE SERVICE DATES

As needed one-on-one assistance with benefits.

Friday, Aug. 8
8:00 am – 12:00 pm
HCFRD Spring Hill Training Rm.

Monday, Aug. 11
10:00 am – 3:00 pm
Govt Ctr, Clerk Training Room

Tuesday, Aug. 12
7:45 am – 10:00 am
Utilities - Wiscon Maintenance Facility

10:00 am – 3:00 pm
Govt Ctr, Clerk Training Room

1:00 pm – 3:00 pm
Northwest Landfill

Wednesday, Aug. 13
7:00 am – 10:00 am
DPW

10:00 am – 3:00 pm
Govt Ctr, Clerk Training Room

11:00 am – 1:00 pm
Westside Government Center in the Utilities Customer Service Office

3:00 pm – 4:30 pm
Development Office

Thursday, Aug. 14
8:00 am – 12:00 pm
HCFRD Headquarters

10:00 am – 3:00 pm
Govt Ctr, Clerk Training Room

Friday, Aug. 15
8:00 am – 12:00 pm
HCFRD Headquarters

1:00 pm – 4:00 pm
HCFRD Spring Hill Training Rm.

Monday, Aug. 18
9:00 am – 5:00 pm
Govt Ctr – HR Room 264

During open enrollment, employees may view current benefit elections and make plan changes as well as UPDATE life insurance beneficiaries on BenTek!

www.mybentek.com/hernandocounty

BenTek Support Line: (888) 5-BenTek (523-6835)

AVOID THE PREMIUM INCREASE

For the 2013/2014 Health Insurance Plan Year employee contributions will be increased by $50.00 per month. This contribution increase will occur with the first pay period in January 2014. However, to encourage employee wellness a waiver of this premium increase will be made available for employees who test negative for nicotine or through completion of a tobacco cessation program for those employees who use tobacco. Both the nicotine testing and tobacco cessation program are at no cost to the employee and are provided through the Employee Health Center.

How do I qualify for the premium increase waiver?

1. Complete a nicotine test between May 1, 2013 and September 1, 2013. Nicotine tests will be administered at the Employee Health Clinic and can be requested at the time of your Personal Health Risk Assessment.
2. Testing negative for nicotine will automatically qualify you for the premium increase waiver.
3. If you test positive for nicotine you can complete a Tobacco Cessation Program through the Employee Health Center to qualify for the premium increase waiver. You must complete the Tobacco Cessation Program by December 1, 2013 to get the premium increase waiver.
4. Employees that do not take the nicotine test between May 1, 2013 and September 1, 2013 or that test positive for nicotine and do not complete a Tobacco Cessation Program by December 1, 2013 will **NOT BE ELIGIBLE** for the premium increase waiver.

THE HIGH COST OF TOBACCO

According to the Centers for Disease Control (CDC) tobacco use adds an average of between **$1,300 and $1,600** per year in medical costs, and $1,700 absenteeism and loss of productivity as compared to a non-tobacco user.

Businesses pay an average of **$2,189 in workers' compensation** costs for tobacco users, compared with $176 for non-tobacco users.

Tobacco use causes numerous cancers including cancers of the lung, bladder, oral cavity, larynx, esophagus, cervix, kidney, pancreas, and stomach. **Smoking causes 87% of lung cancer cases.**

Tobacco users have approximately **30%** higher risk of hospitalization than non-tobacco users and die 13 to 14 years earlier than non-tobacco users.

SMOKING IS THE LEADING CAUSE OF PREVENTABLE DEATH IN THE U.S. AND GLOBALLY!

Tobacco users are **2-4 times** more likely to develop heart disease and 2 times more likely to have a stroke than non-tobacco users.

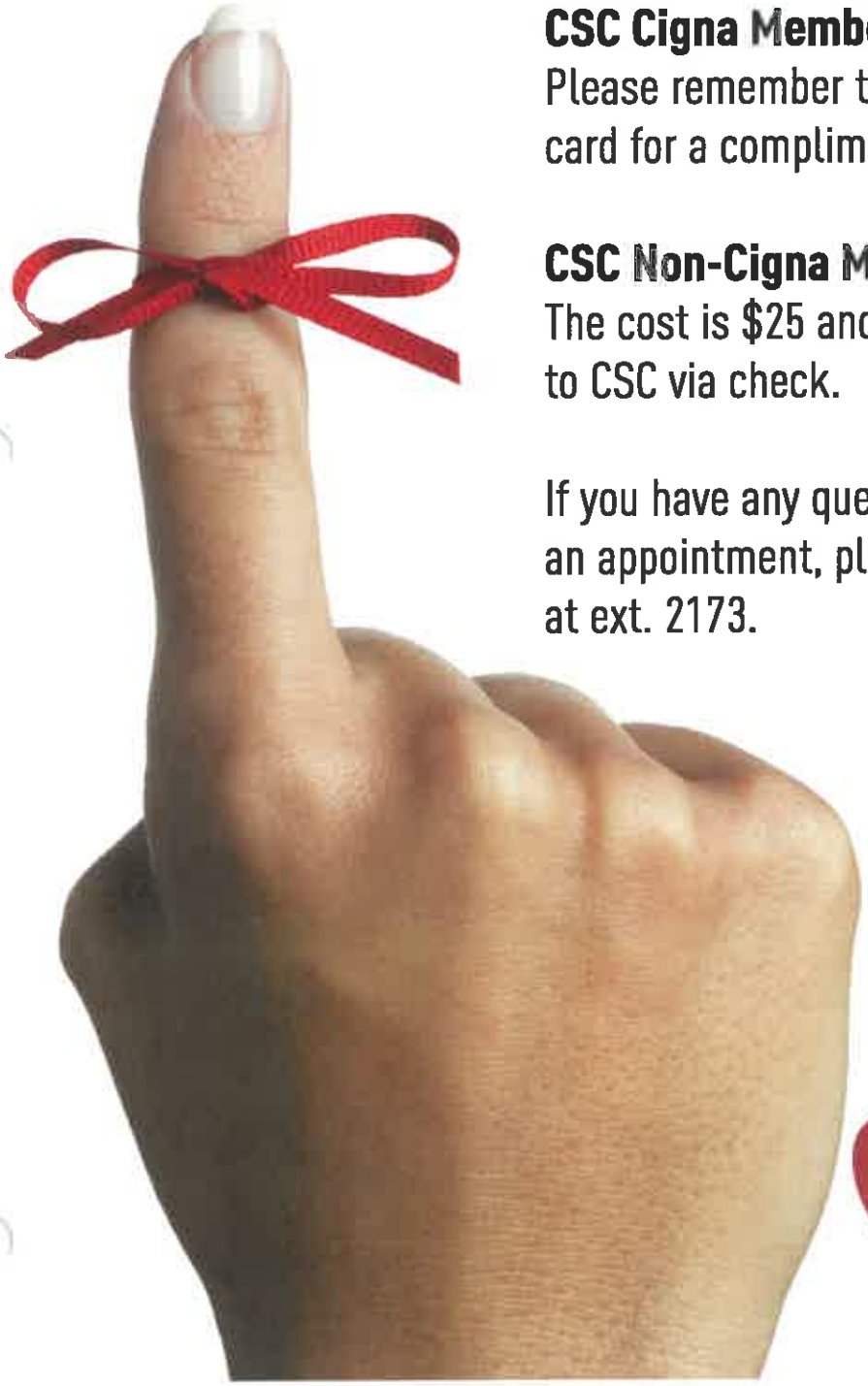
Please contact risk management for tobacco cessation programs that are available to you at no cost.

We want to be a healthy, fit, and happy Charlotte County!

CSC Flu Shot Clinic

Tuesday, October 28, 2014

9:00 am to Noon, Located in the Conference Room 149



CSC Cigna Members:
Please remember to bring your Cigna ID card for a complimentary flu vaccination.

CSC Non-Cigna Members:
The cost is $25 and can be paid direct to CSC via check.

If you have any questions and to schedule an appointment, please contact Paulina at ext. 2173.

Children's Services Council
PALM BEACH COUNTY

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

Employee Health Center Return on Investment Analysis

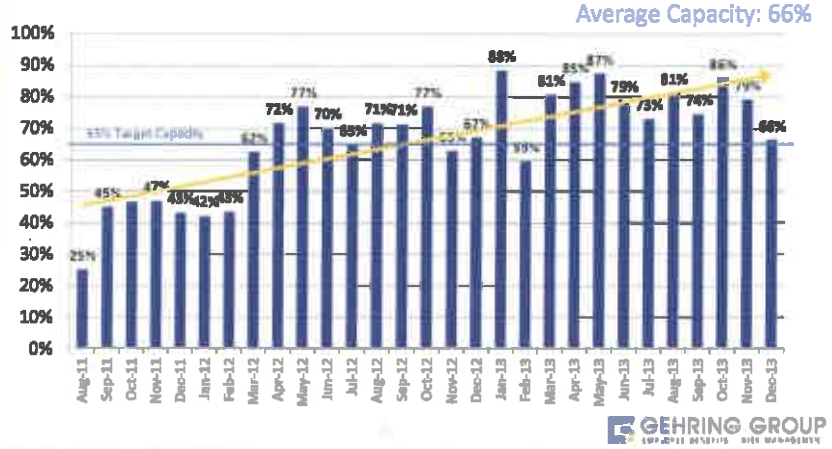
City of West Palm Beach

Presented: January, 2018

City of West Palm Beach Health Center

2011 - 2013
Capacity by Month (All Employees)

Average Capacity: 66%



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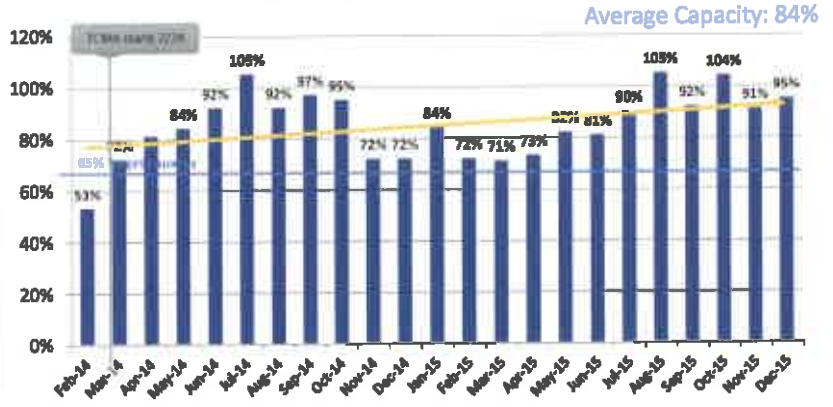
City of West Palm Beach Health Center

2014 - 2015
Capacity by Month (All Employees)

Average Capacity: 84%



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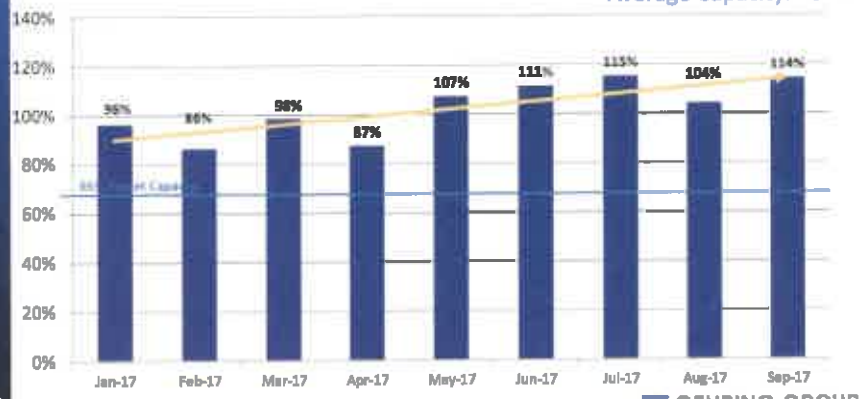
City of West Palm Beach Health Center

2017 YTD
Capacity by Month (All Employees)

Average Capacity: 102%



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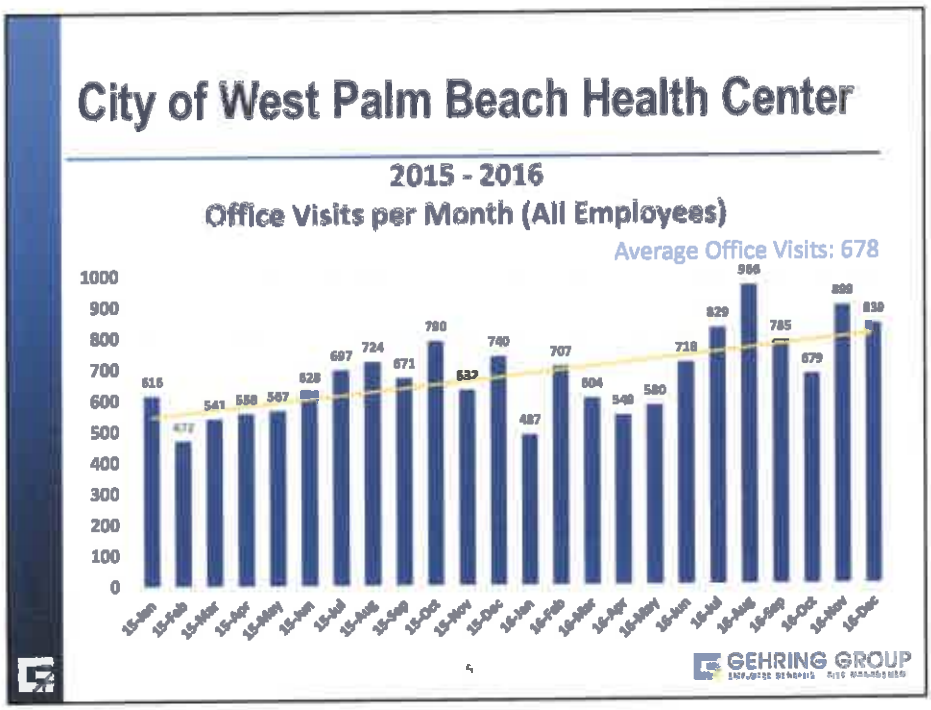
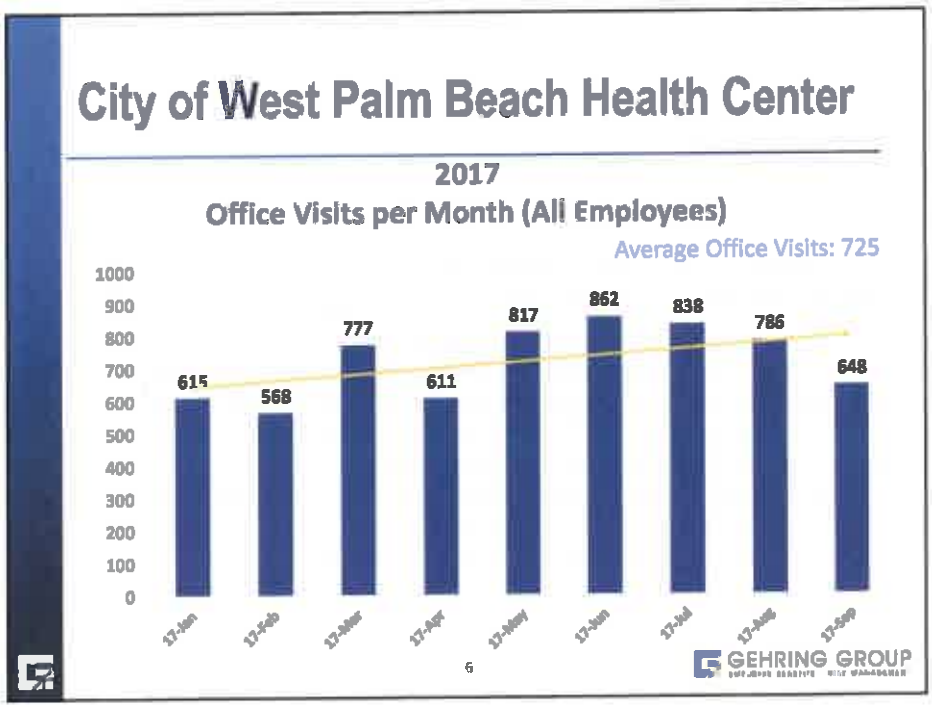
GEHRING GROUP


City of West Palm Beach Health Center
2015 - 2016
Office Visits per Month (All Employees)
Average Office Visits: 678
1000
900
800
700
600
500
400
300
200
100
0
615
472
541
558
567
628
697
724
671
780
632
740
487
707
604
540
580
718
829
986
785
679
899
839
15-Jan
15-Feb
15-Mar
15-Apr
15-May
15-Jun
15-Jul
15-Aug
15-Sep
15-Oct
15-Nov
15-Dec
16-Jan
16-Feb
16-Mar
16-Apr
16-May
16-Jun
16-Jul
16-Aug
16-Sep
16-Oct
16-Nov
16-Dec
GEHRING GROUP


City of West Palm Beach Health Center
2017
Office Visits per Month (All Employees)
Average Office Visits: 725
1000
900
800
700
600
500
400
300
200
100
0
615
568
777
611
817
862
838
786
648
17-Jan
17-Feb
17-Mar
17-Apr
17-May
17-Jun
17-Jul
17-Aug
17-Sep
GEHRING GROUP

City of West Palm Beach Health Center

2015 - 2017
Office Visits by Quarter

7

GEHRING GROUP

City of West Palm Beach Health Center

Return on Investment Study (Actual Capacity – H2U)
Medical Savings from Aug 2011 – Dec 2013

Item	EHC Utilization as Reported	Average Plan Cost**	Cost Avoidance	Average EHC COST	Total EHC Cost	Return on Investment
Office Visits	10,428	$177	$1,845,756	$112	$1,167,936	1.58:1
Prescriptions	15,352	$109	$1,673,368	$24	$368,448	4.54:1
Laboratory	2,571	$61	$156,831	$30	$77,130	2.03:1
Radiology	1,605	$70	$112,350	$17	$27,285	4.12:1
Subtotal			$3,788,305		$1,640,799	2.31:1
Employee Savings	10,428 @ $25 PCP 15,352 @ $15 Rx		$260,700 $230,280		$0	
Total Savings			$4,279,285		$1,640,799	2.61:1

*Data does not include start-up costs, additional staffing expenses, drug screenings, UA, Police or Fire Physicals, Pre-Employment Exams, or Occupational Medicine. **Average plan costs based upon General Employee plan data from Jan 2013-Dec 2013.

GEHRING GROUP

City of West Palm Beach Health Center

Return on Investment Study (Actual Capacity – TCMA)
Medical Savings from March '14 – December '14

Item	EHC Utilization as Reported	Average Plan Cost**	Cost Avoidance	Average EHC Cost	Total Average EHC Cost	Return on Investment
Office Visits	5,002	$177	$885,354	$102	$510,204	1.74:1
Prescriptions	6,307	$109	$687,463	$17	$107,219	6.41:1
Occ Health	407	$776	$315,882	$102	$41,514	7.61:1
FF&PD NH Phys	42	$2,025	$85,050	$910	$38,220	2.23:1
FF Annual Phys	153	$700	$107,100	$245	$37,485	2.86:1
PD Annual Phys	101	$602	$60,802	$214	$21,614	2.81:1
Laboratory	515	$61	$31,415	$14	$7,354	4.27:1
Radiology	550	$70	$38,500	$0	$0	Total Savings
Subtotal			$2,211,516		$763,610	2.90:1
Employee Savings	5,002 @ $25 PCP 6,307 @ $15 Rx		$125,080 $94,605		$0	
Total Savings			$2,431,171		$763,610	3.18:1

*Data does not include start-up costs. **Average plan costs based upon General Employee plan data from Jan 2013-Dec 2013.

GEHRING GROUP

City of West Palm Beach Health Center

Return on Investment Study (Actual Capacity – TCMA)
Medical Savings from January '15 – December '15

Item	EHC Utilization as Reported	Average Plan Cost**	Cost Avoidance	Average EHC Cost	Total Average EHC Cost	Return on Investment
Office Visits	7,636	$177	$1,351,572	$102	$778,872	1.74:1
Prescriptions	8,605	$109	$937,945	$17	$146,285	6.41:1
Occ Health	116	$776	$90,016	$102	$11,832	7.61:1
FF&PD NH Phys	44	$2,025	$89,100	$910	$40,040	2.23:1
FF Annual Phys	184	$700	$128,800	$245	$45,080	2.86:1
PD Annual Phys	86	$602	$51,772	$214	$18,404	2.81:1
Laboratory	2825	$61	$172,325	$14	$40,341	4.27:1
Radiology	620	$70	$43,400	$0	$0	Total Savings
Subtotal			$2,864,930		$1,080,854	2.65:1
Employee Savings	7,636 @ $25 PCP 8,605 @ $15 Rx		$190,900 $129,075		$0	
Total Savings			$3,184,905		$1,080,854	2.95:1

*Data does not include start-up costs. **Average plan costs based upon General Employee plan data from Jan 2013-Dec 2013.

GEHRING GROUP

City of West Palm Beach Health Center

Return on Investment Study (Actual Capacity – TCMA)
Medical Savings from January '16 – December '16

Item	EHC Utilization as Reported	Average Plan Cost**	Cost Avoidance	Average EHC COST	Total Average EHC Cost	Return on Investment
Office Visits	8,642	$153	$1,322,226	$102	$881,484	1.50:1
Prescriptions	8,099	$118	$955,682	$17	$137,683	6.94:1
Occ Health	520	$776	$403,520	$102	$53,040	7.61:1
FF&PD NH Phys	40	$2,025	$81,000	$910	$36,400	2.23:1
FF Annual Phys	175	$700	$122,500	$245	$42,875	2.86:1
PD Annual Phys	75	$602	$45,150	$214	$16,050	2.81:1
Laboratory	2688	$136	$365,568	$14	$38,384.64	9.52:1
Radiology	624	$75	$46,800	$0	$0	Total Savings
Subtotal			$3,342,446		$1,205,917	2.77:1
Employee Savings	8,642 @ $25 PCP 8,099 @ $17 Rx		$216,050 $137,683		$0	
Total Savings			$3,696,179		$1,205,917	3.07:1

*Data does not include start-up costs. **Average plan costs based upon General Employee plan data from April 2015-March 2016.

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GEHRING GROUP

City of West Palm Beach Health Center

Return on Investment Study (Actual Capacity – TCMA)
Medical Savings from January '17 – December '17

Item	EHC Utilization as Reported	Average Plan Cost**	Cost Avoidance	Average EHC COST	Total Average EHC Cost	Return on Investment
Office Visits	6,522	$153	$997,866	$102	$665,244	1.50:1
Prescriptions	3,216	$118	$379,488	$17	$54,672	6.94:1
Occ Health	2,085	$776	$1,617,960	$102	$212,670	7.61:1
FF&PD NH Phys	22	$2,025	$44,550	$910	$20,020	2.23:1
FF Annual Phys	180	$700	$126,000	$245	$44,100	2.86:1
PD Annual Phys	70	$602	$42,140	$214	$14,980	2.81:1
Laboratory	1,865	$136	$253,640	$14	$26,632	9.52:1
Radiology	475	$75	$35,625	$0	$0	Total Savings
Subtotal			$3,497,269		$1,038,318	3.81:1
Employee Savings	4,487 @ $25 PCP 3,216 @ $17 Rx		$168,050 $54,672		$0	
Total Savings			$3,714,991		$1,038,318	4.02:1

*Data does not include start-up costs. **Average plan costs based upon General Employee plan data from April 2015-March 2016.

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GEHRING GROUP

City of West Palm Beach Health Center

Total TCMA Return on Investment Study
Medical Savings from March '14 – September '17

Item	EHC Utilization as Reported	Average Plan Cost**	Cost Avoidance	Average EHC COST	Total Average EHC Cost	Return on Investment
Office Visits	28,352	$153 - $177	$4,654,368	$102	$2,891,904	1.62:1
Prescriptions	26,227	$109 - $118	$2,960,578	$17	$445,859	6.64:1
Occ Health	3,128	$776	$2,427,328	$102	$319,056	7.61:1
FF&PD NH Phys	148	$2,025	$299,700	$910	$134,680	2.23:1
FF Annual Phys	692	$700	$484,400	$245	$169,540	2.86:1
PD Annual Phys	332	$602	$199,864	$214	$71,048	2.81:1
Laboratory	7,893	$61 - $136	$822,948	$14	$112,712	7.30:1
Radiology	2,269	$70 - $75	$164,325	$0	$0	Total Savings
Subtotal			$12,013,511		$4,144,799	2.97:1
Employee Savings	26,267 @ $25 PCP 26,227 @ $15 - $17 Rx		$708,800 $416,035		$0	
Total Savings			$13,138,346		$4,144,799	3.24:1

*Data does not include start-up costs. **Average plan costs based upon General Employee plan data.

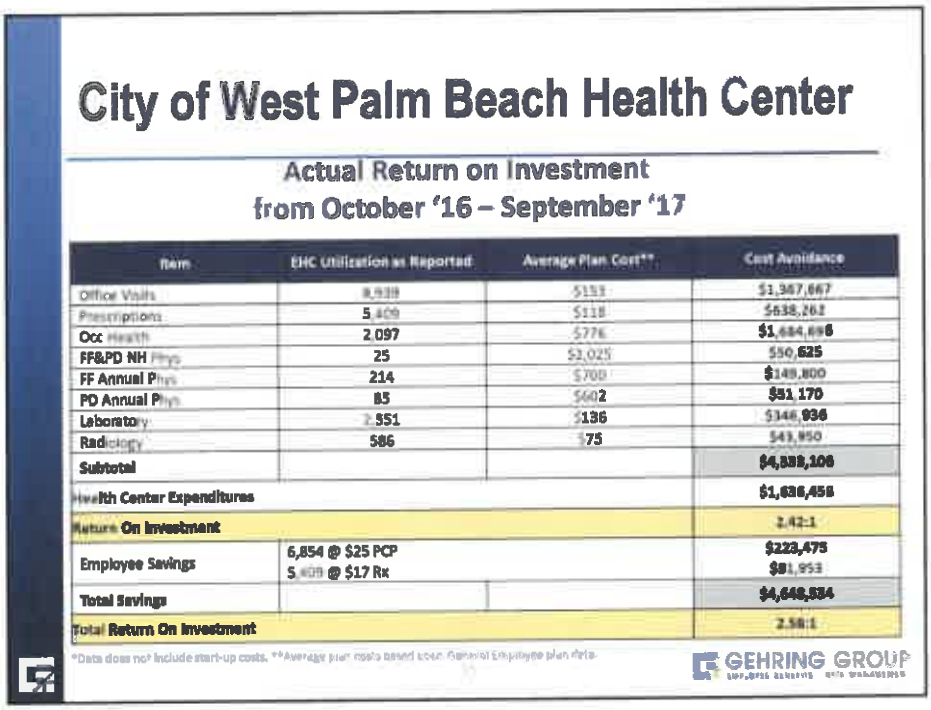
GEHRING GROUP

City of West Palm Beach Health Center

Presenteeism Analysis

	2014	2015	2016	2017	Total
Office Visits	5,552	7,636	8,642	6,522	28,352
Time Saved per Visit (hr)	2	2	2	2	2
Avg. Hourly Rate	$27.59	$27.59	$27.59	$27.59	$27.59
Cost Avoidance	$306,359.36	$421,354.48	$476,865.56	$359,883.96	$1,564,463.36

GEHRING GROUP



City of West Palm Beach Health Center

Actual Return on Investment from October '16 – September '17

Item	EHC Utilization as Reported	Average Plan Cost**	Cost Avoidance
Office Visits	8,939	$153	$1,367,667
Prescriptions	5,409	$118	$638,262
Occ Health	2,097	$776	$1,684,698
FF&PD NH Phys	25	$2,025	$50,625
FF Annual Phys	214	$700	$149,800
PD Annual Phys	85	$602	$51,170
Laboratory	2,551	$136	$346,936
Radiology	586	$75	$43,950
Subtotal			**$4,888,108**
Health Center Expenditures			**$1,638,458**
Return On Investment			**2.42:1**
Employee Savings	6,854 @ $25 PCP 5,409 @ $17 Rx		**$223,475** **$91,953**
Total Savings			**$4,648,534**
Total Return On Investment			**2.58:1**

*Data does not include start-up costs. **Average plan costs based upon General Employee plan data

GEHRING GROUP

SAMPLE CLIENT
Medical Insurance Renewal Projection
Effective: July 1, 2018

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

Claims Period: November 2016 - October 2017			Standard Underwriting
Total Medical and Pharmacy Claims	=	$	15,036,247
Less Capitation	-	$	(671,188)
Less Large Claims (8 Claimants Exceeding $200,000 Specific Deductible)	-	$	(1,600,000)
Net Claims	=	$	12,765,059
Maturation Factor (Completion)	x		1.05
Total Incurred & Paid Claims	=	$	13,403,312
Effective Trend for 20 months (10%)	x		1.1722
Trended Claims	=	$	15,710,859
Plus Capitation	+	$	671,188
Account Claims Liability (8 Claimants Exceeding $200,000)	+	$	1,600,000
Total Trended & Pooled Claims	=	$	17,982,047
Average Setback Lives	/		1,521
Credit for Plan Changes (-1.4% HMCM - 8 Months)	x		0.991
Average Paid Claims Per Employee Per Year	=	$	11,712
Current In Force	x		1,528
Expected Claims	=	$	**17,896,200**
Fixed Costs			
Administrative Service Fee (No Increase)	+	$	666,514
Reinsurance Premium (15% Increase)	+	$	1,683,960
Total Fixed Costs	=	$	**2,350,474**
PPACA - Comparative Effectiveness Research Fee ($2.39 PMPY)*	+	$	7,619
Total Projected Annual Cost	=	$	**20,254,292**

Current Funding for this Period (based on current enrollment annualized)	=	$	18,754,243
Recommended Annual Funding	-	$	20,254,292
$ Increase Needed for 2018-2019 Plan Year	/	$	1,500,049
% Increase Needed for 2018-2019 Plan Year	=		8.0%

HRA Funding for 2018-2019 Plan Year	+	$	4,059,000
Overall Projected Cost for 2018-2019 Plan Year	=	$	24,313,292

Current membership = 3,188
Estimated claim reserve requirement 60 days: $2,941,841
This projection is for illustrative purposes only. Increased plan utilization and/or catastrophic events could affect overall plan performance.

City of West Palm Beach

Self-Insured Medical Claims Experience

Plan Effective Date: July 1, 2016

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

Cigna OAPIN	Total Funding	Medical Claims	Pharmacy Claims	Total Claims*	Medical ASO Fee	Specific Stop Loss Premium	Aggregate Stop Loss Premium	Total Cost	SURPLUS / (DEFICIT)	EE	EE+1	EE+2	Total	Claims Cost PEPM	HRA Claims
July-16	$ 1,399,361	$ 171,675	$ 67,625	$ 239,300	$ 51,326	$ 108,235	$ 7,208	$ 406,068	$ 993,294	726	305	446	1,477	$ 162.02	$ 311,208
August-16	$ 1,400,475	$ 634,262	$ 166,545	$ 800,807	$ 51,395	$ 108,381	$ 7,218	$ 967,801	$ 432,674	729	303	447	1,479	$ 541.45	$ 346,903
September-16	$ 1,403,787	$ 1,031,183	$ 151,288	$ 1,182,471	$ 51,604	$ 108,821	$ 7,247	$ 1,350,143	$ 53,645	737	299	449	1,485	$ 796.28	$ 265,106
October-16	$ 1,405,118	$ 775,235	$ 211,965	$ 987,200	$ 51,847	$ 109,334	$ 7,281	$ 1,155,662	$ 249,456	748	296	448	1,492	$ 661.66	$ 189,726
November-16	$ 1,405,281	$ 1,166,935	$ 271,303	$ 1,438,238	$ 51,951	$ 109,554	$ 7,296	$ 1,607,038	$ (201,757)	754	293	448	1,495	$ 962.03	$ 156,130
December-16	$ 1,420,434	$ 1,162,208	$ 239,288	$ 1,401,496	$ 52,507	$ 110,726	$ 7,374	$ 1,572,103	$ (151,669)	761	298	452	1,511	$ 927.53	$ 156,785
January 17	$ 1,414,242	$ 940,134	$ 302,360	$ 1,242,495	$ 52,473	$ 110,653	$ 7,369	$ 1,412,989	$ 1,253	761	307	442	1,510	$ 822.84	$ 155,200
February 17	$ 1,409,083	$ 995,742	$ 297,502	$ 1,293,244	$ 52,368	$ 110,433	$ 7,354	$ 1,463,400	$ (54,317)	761	308	438	1,507	$ 858.16	$ 128,478
March-17	$ 1,421,465	$ 1,135,480	$ 265,051	$ 1,400,530	$ 53,098	$ 111,972	$ 7,457	$ 1,573,057	$ (151,592)	780	310	438	1,528	$ 916.58	$ 115,560
April-17	$ 1,424,507	$ 944,478	$ 403,880	$ 1,348,357	$ 53,133	$ 112,045	$ 7,462	$ 1,520,997	$ (96,490)	778	311	440	1,529	$ 881.86	$ 95,421
May-17	$ 1,428,254	$ 1,322,868	$ 306,994	$ 1,629,863	$ 53,237	$ 112,265	$ 7,476	$ 1,802,841	$ (374,587)	783	303	446	1,532	$ 1,063.88	$ 89,963
June-17	$ 1,435,532	$ 1,129,991	$ 319,699	$ 1,449,689	$ 53,480	$ 112,778	$ 7,510	$ 1,623,458	$ (187,926)	785	306	448	1,539	$ 941.97	$ 101,033
Estimated Recovery															
Plan Year Total	$ 16,967,538	$ 11,410,191	$ 3,003,500	$ 14,413,691	$ 628,419	$ 1,325,196	$ 88,250	$ 16,455,555	$ 511,983	9,103	3,639	5,342	18,084	$ 797.04	$ 2,111,514

2016/2017 Funding Factors		Admin	Specific	Aggregate
Employee	$ 543.10	$ 34.75	$ 73.28	$ 4.88
Employee + 1	$ 1,031.90	$ 34.75	$ 73.28	$ 4.88
Employee + 2 or more	$ 1,547.85	$ 34.75	$ 73.28	$ 4.88

Claims shown here include only claims up to the individual stop loss limit

City of West Palm Beach

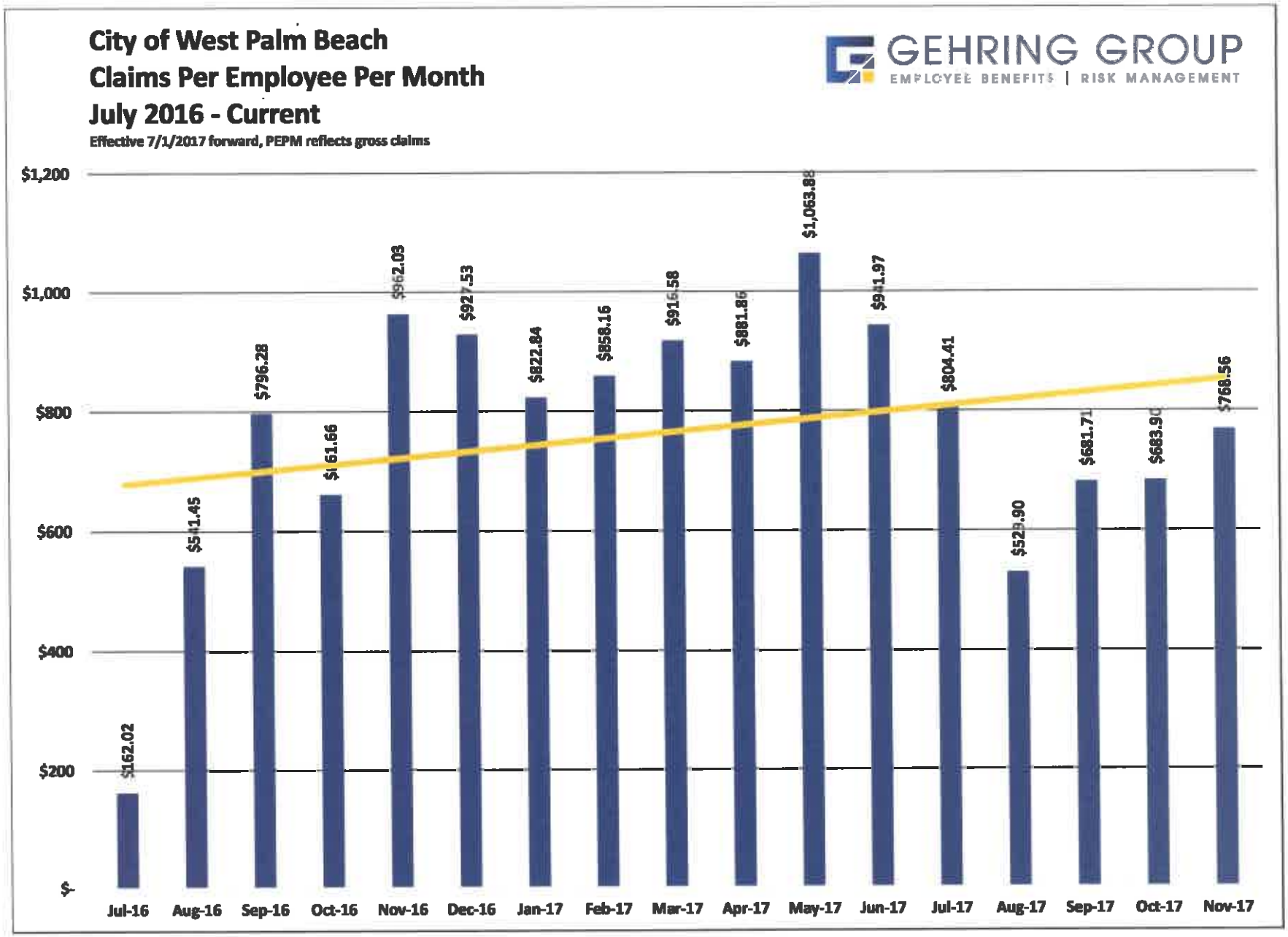
Self-Insured Medical Claims Experience

Plan Effective Date: July 1, 2017

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

Cigna OAPIN	Total Funding	Medical Claims	Pharmacy Claims	Total Claims	Medical ASO Fee	Specific Stop Loss Premium	Aggregate Stop Loss Premium	Total Cost	SURPLUS / (DEFICIT)	EE	EE+1	EE+2	Total	Claims Cost PEPM	HRA Claims
July-17	$ 1,561,881	$ 1,090,288	$ 139,660	$ 1,229,948	$ 55,579	$ 122,106	$ -	$ 1,407,633	$ 154,248	761	315	453	1,529	$ 804.41	$ 352,413
August-17	$ 1,565,093	$ 664,389	$ 145,292	$ 809,681	$ 55,543	$ 122,026	$ -	$ 987,250	$ 577,843	756	316	456	1,528	$ 529.90	$ 364,745
September-17	$ 1,560,408	$ 890,943	$ 145,942	$ 1,036,885	$ 55,288	$ 121,467	$ -	$ 1,213,640	$ 346,768	749	317	455	1,521	$ 681.71	$ 262,178
October-17	$ 1,562,854	$ 759,226	$ 285,774	$ 1,045,000	$ 55,543	$ 122,026	$ -	$ 1,222,569	$ 340,285	756	320	452	1,528	$ 683.90	$ 209,145
November-17	$ 1,538,222	$ 965,561	$ 194,965	$ 1,160,526	$ 54,889	$ 120,589	$ -	$ 1,336,003	$ 202,219	756	310	444	1,510	$ 768.56	$ 183,099
December-17															
January-18															
February-18															
March-18															
April-18															
May-18															
June-18															
Estimated Recovery									$ 290,531						
Plan Year Total	$ 7,788,458	$ 4,370,407	$ 911,634	$ 5,282,040	$ 276,842	$ 608,214	$ -	$ 6,167,096	$ 1,911,893	3,778	1,578	2,260	7,616	$ 693.55	$ 1,371,580

2017-18 Funding Factors	Premium Equivalent	Reserve Funding	Admin	Specific	Aggregate
Employee	$ 543.10	$ 46.16	$ 36.35	$ 79.86	$ -
Employee + 1	$ 1,031.90	$ 87.71	$ 36.35	$ 79.86	$ -
Employee + 2 or more	$ 1,547.85	$ 131.57	$ 36.35	$ 79.86	$ -


City of West Palm Beach
Claims Per Employee Per Month
July 2016 - Current
Effective 7/1/2017 forward, PEPM reflects gross claims
GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT
$1,200
$1,000
$800
$600
$400
$200
$-
$162.02
$541.45
$796.28
$661.66
$962.03
$927.53
$822.84
$858.16
$916.58
$881.86
$1,063.88
$941.97
$804.41
$528.90
$681.71
$683.90
$768.56
Jul-16
Aug-16
Sep-16
Oct-16
Nov-16
Dec-16
Jan-17
Feb-17
Mar-17
Apr-17
May-17
Jun-17
Jul-17
Aug-17
Sep-17
Oct-17
Nov-17

SAMPLE CLIENT

Stop Loss Deductible/Premium Analysis

Claims Period: August 2015 Thru July 2016

Cost Rank			1	2	3
			Deductible Levels ($200,000 to $150,000)		
Claimant		*Paid Claims*	**$200,000**	**$175,000**	**$150,000**
1		*$220,760*	$200,000	$175,000	$150,000
2		*$192,476*	$192,476	$175,000	$150,000
3		*$183,318*	$183,318	$175,000	$150,000
4		*$179,049*	$179,049	$175,000	$150,000
5		*$178,782*	$178,782	$175,000	$150,000
6		*$146,701*	$146,701	$146,701	$146,701
7		*$130,467*	$130,467	$130,467	$130,467
8		*$127,005*	$127,005	$127,005	$127,005
9		*$118,454*	$118,454	$118,454	$118,454
10		*$97,066*	$97,066	$97,066	$97,066
11		*$89,493*	$89,493	$89,493	$89,493
12		*$88,931*	$88,931	$88,931	$88,931
13		*$88,426*	$88,426	$88,426	$88,426
14		*$81,124*	$81,124	$81,124	$81,124
15		*$75,970*	$75,970	$75,970	$75,970
16		*$60,134*	$60,134	$60,134	$60,134
17		*$57,138*	$57,138	$57,138	$57,138
18		*$55,796*	$55,796	$55,796	$55,796
19		*$55,679*	$55,679	$55,679	$55,679
20		*$55,320*	$55,320	$55,320	$55,320
21		*$53,580*	$53,580	$53,580	$53,580
22		*$52,700*	$52,700	$52,700	$52,700
23		*$51,077*	$51,077	$51,077	$51,077
24		*$50,901*	$50,901	$50,901	$50,901
a)	Claims Cost	**$2,490,345**	**$2,469,585**	**$2,410,961**	**$2,285,961**
b)	*Stop Loss Pays*		*$20,760*	*$79,384*	*$204,384*
c)	ISL Premium		$552,758	$625,996	$782,133
d)	Aggregate Premium		$36,795	$35,506	$34,024
a+c+d	***Total Cost***		***$3,059,138***	***$3,072,463***	***$3,102,118***
Variance from lowest cost option				***$13,325***	***$42,980***

For illustrative purposes only.

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

City of West Palm Beach
Medical Claims Experience by Employee Group
Plan Effective Date: July 1, 2017

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

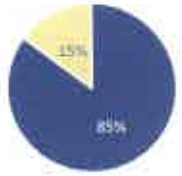
Active Employees

	Executive		Fire		PMSA		Police		SEIU		Unclassified		Total	Total	Claims
	Claims	Enrollment	Claims	Enrollment	Claims	Enrollment	Claims	Enrollment	Claims	Enrollment	Claims	Enrollment	Claims	Enrollment	PEPM
Jul-17	$ 27,409	25	$ 83,853	186	$ 85,558	146	$ 149,878	282	$ 746,352	570	$ 15,588	104	$ 1,108,639	1,313	$ 844.36
Aug-17	$ 30,155	25	$ 93,359	186	$ 63,181	149	$ 146,538	280	$ 355,804	563	$ 17,469	107	$ 706,506	1,310	$ 539.32
Sep-17	$ 33,447	24	$ 132,262	186	$ 64,355	146	$ 163,399	277	$ 438,871	563	$ 42,398	107	$ 874,732	1,303	$ 671.32
Oct-17	$ 28,403	24	$ 123,945	185	$ 84,737	147	$ 177,294	268	$ 360,933	560	$ 68,695	105	$ 844,006	1,289	$ 654.78
Nov-17	$ 32,012	24	$ 283,537	186	$ 119,682	147	$ 141,125	268	$ 288,013	563	$ 99,980	108	$ 964,349	1,296	$ 744.10
Dec-17															
Jan-18															
Feb-18															
Mar-18															
Apr-18															
May-18															
Jun-18															
Total	$ 151,426	122	$ 716,956	929	$ 417,512	735	$ 778,234	1,375	$ 2,189,972	2,819	$ 244,131	531	$ 4,498,232	6,511	$ 690.87

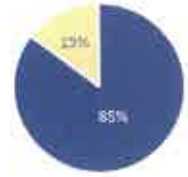
Retirees & COBRA

	Fire		Police		General City		COBRA		Total	Total	Claims
	Claims	Enrollment	Claims	Enrollment	Claims	Enrollment	Claims	Enrollment	Claims	Enrollment	PEPM
Jul-17	$ 57,479	92	$ 21,626	79	$ 36,678	38	$ 5,526	7	$ 121,309	216	$ 561.62
Aug-17	$ 57,451	92	$ 18,287	81	$ 26,781	38	$ 657	7	$ 103,176	218	$ 473.28
Sep-17	$ 96,709	91	$ 21,892	82	$ 39,442	38	$ 4,109	7	$ 162,153	218	$ 743.82
Oct-17	$ 75,441	91	$ 74,308	93	$ 31,561	38	$ 19,684	8	$ 200,993	230	$ 873.88
Nov-17	$ 111,404	91	$ 59,724	92	$ 22,090	39	$ 2,959	7	$ 196,177	229	$ 856.67
Dec-17											
Jan-18											
Feb-18											
Mar-18											
Apr-18											
May-18											
Jun-18											
Total	$ 398,484	457	$ 195,836	427	$ 156,553	191	$ 32,935	36	$ 783,809	1,111	$ 705.50

Claims Cost



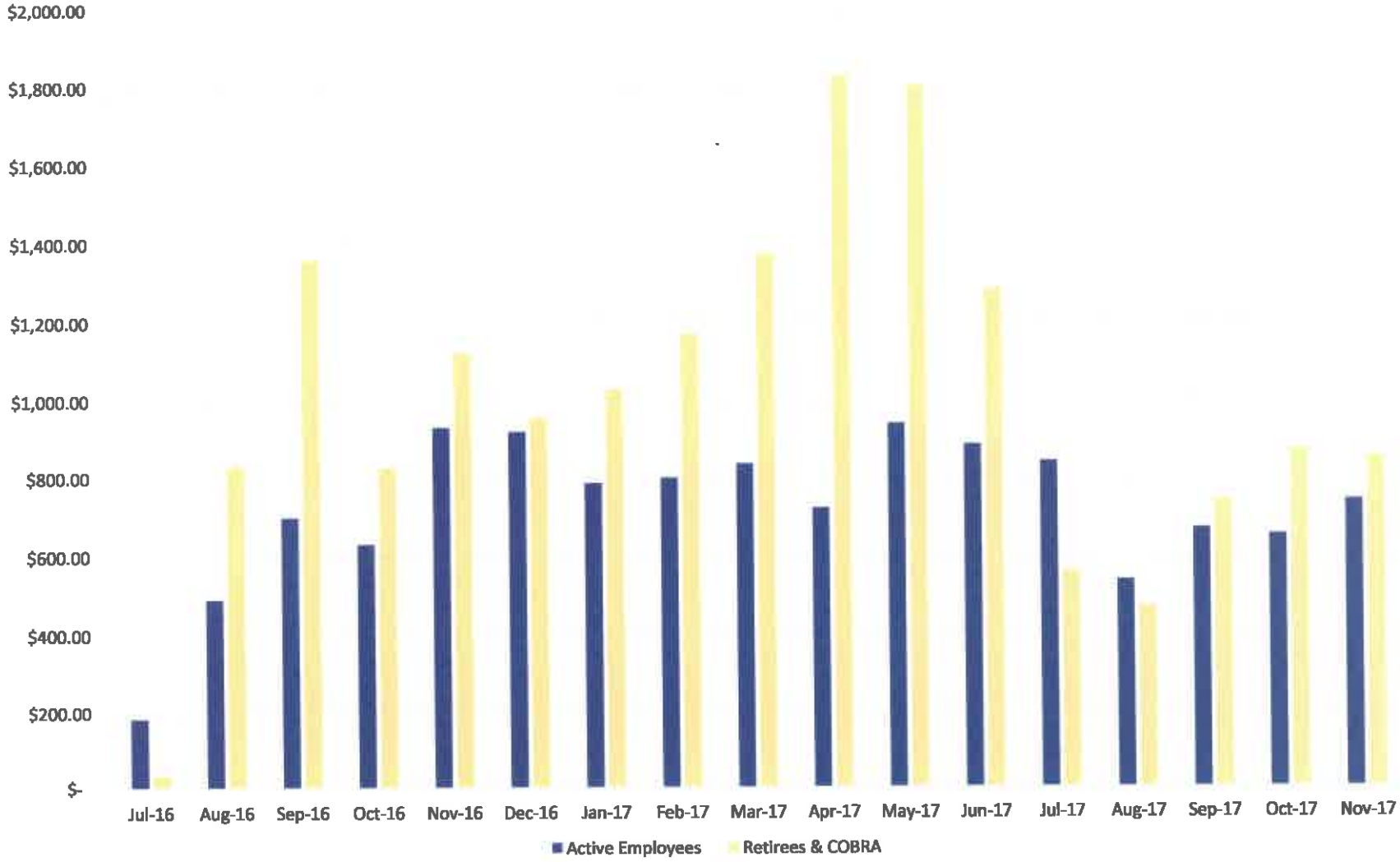
Enrollment



City of West Palm Beach
Active vs. Retiree/COBRA Claims Per Employee Per Month
July 2016 - Current

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

Effective 7/1/2017 forward, PEPM reflects gross claims



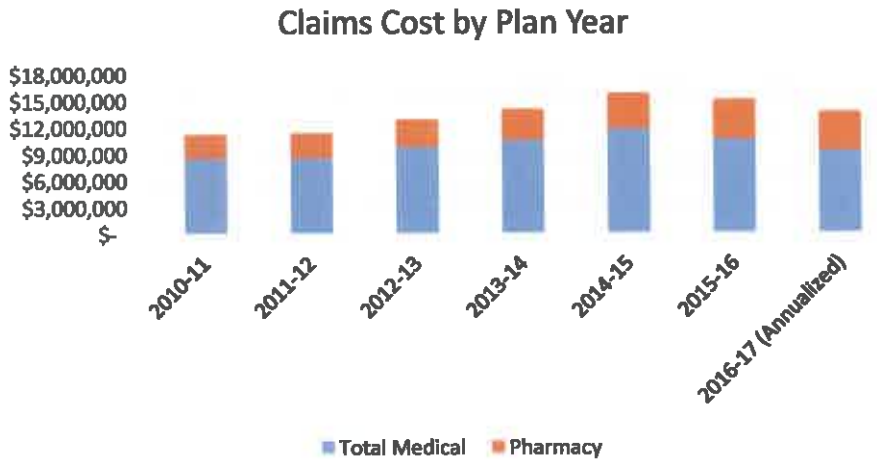
Sample Client

Claims Experience Detail

Paid Period: October 2010 - December 2016

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

Plan Year	IP Hospital	OP Hospital	Physician	Other	Total Medical	Pharmacy	Total
2010-11	$ 1,957,237	$ 1,899,805	$ 3,357,553	$ 1,382,889	$ 8,597,485	$ 2,718,850	$ 11,316,335
2011-12	$ 1,994,929	$ 1,810,088	$ 3,235,622	$ 1,556,765	$ 8,597,404	$ 2,867,409	$ 11,464,813
2012-13	$ 2,567,151	$ 2,002,829	$ 3,504,488	$ 1,799,227	$ 9,873,695	$ 3,108,609	$ 12,982,304
2013-14	$ 2,973,473	$ 2,300,290	$ 3,267,952	$ 2,111,082	$ 10,652,796	$ 3,497,328	$ 14,150,124
2014-15	$ 3,464,639	$ 2,599,078	$ 3,398,950	$ 2,447,180	$ 11,909,847	$ 4,050,501	$ 15,960,348
2015-16	$ 2,180,660	$ 2,405,073	$ 3,366,693	$ 2,800,713	$ 10,753,139	$ 4,473,453	$ 15,226,592
2016-17 (Annualized)	$ 1,799,543	$ 2,076,220	$ 3,415,046	$ 2,125,001	$ 9,415,810	$ 4,396,837	$ 13,812,647



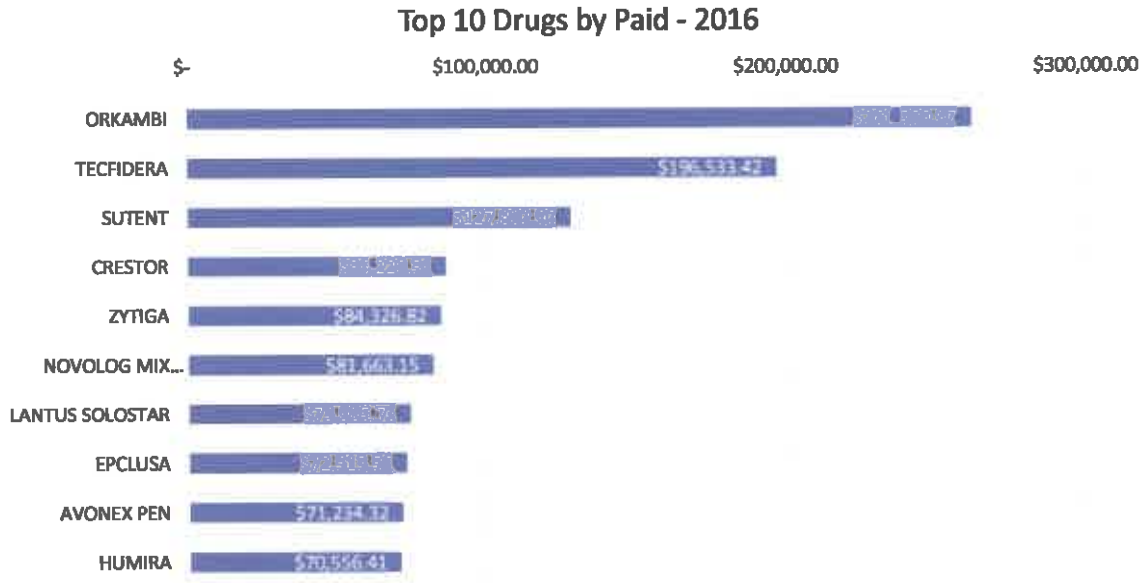
Plan Year	Average Monthly Enrollment	Average PEPM	Medical Change	Rx Change	Total Change	Enrollment Change	PEPM Change
2010-11	1,598	$ 590.31	N/A	N/A	N/A	N/A	N/A
2011-12	1,573	$ 607.38	0.00%	5.46%	1.31%	-1.53%	2.89%
2012-13	1,558	$ 694.32	14.85%	8.41%	13.24%	-0.94%	14.31%
2013-14	1,554	$ 758.60	7.89%	12.50%	9.00%	-0.24%	9.26%
2014-15	1,577	$ 843.35	11.80%	15.82%	12.79%	1.46%	11.17%
2015-16	1,626	$ 780.49	-9.71%	10.44%	-4.60%	3.09%	-7.45%
2016-17 (Annualized)	1,623	$ 709.21	-12.44%	-1.71%	-9.29%	-0.17%	-9.13%

Sample Client
Claims Experience Detail
Paid Period: January - December 2016

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

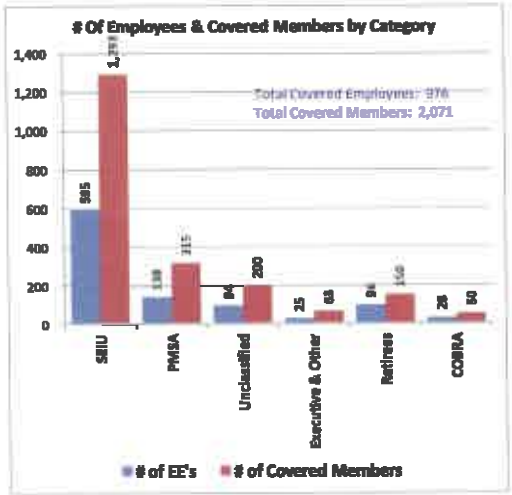
Top 10 Drugs - 2016 Calendar Year

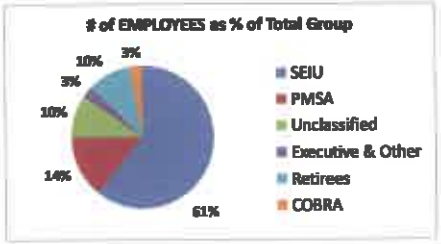
Rank By Paid	Name	Plan Paid	Prior	Change	# Rx	# Members	Average Cost/Member	Condition
1	ORKAMBI	$ 261,509.97	$ 121,635.90	115%	13	1	$ 261,509.97	Cystic Fibrosis
2	TECFIDERA	$ 196,533.42	$ 184,304.46	7%	33	3	$ 65,511.14	Multiple Sclerosis
3	SUTENT	$ 127,802.92	$ 69,633.29	84%	9	1	$ 127,802.92	Renal/Gastro/Pancreatic Cancer
4	CRESTOR	$ 86,220.36	$ 96,376.37	-11%	361	77	$ 1,119.74	High Cholesterol
5	ZYTIGA	$ 84,326.82	$ 40,138.74	110%	10	1	$ 84,326.82	Prostate Cancer
6	NOVOLOG MIX 70/30 PREFILLED FLEXPEN	$ 81,663.15	$ 77,917.86	5%	67	14	$ 5,833.08	Diabetes
7	LANTUS SOLOSTAR	$ 73,935.73	$ 84,196.65	-12%	168	28	$ 2,640.56	Diabetes
8	EPCLUSA	$ 72,513.56	$ -	0%	3	1	$ 72,513.56	Hepatitis C
9	AVONEX PEN	$ 71,234.32	$ 58,777.95	21%	13	1	$ 71,234.32	Multiple Sclerosis
10	HUMIRA	$ 70,556.41	$ 69,473.90	2%	9	1	$ 70,556.41	Rheumatoid Arthritis
	Top 10 Drugs	$ 1,126,296.66	$ 802,455.12					
	All Other	$ 3,327,155.03	$ 3,351,428.42					
	% of Total Rx Claims	25%	19%					
	% of Total Claims	8%	5%					

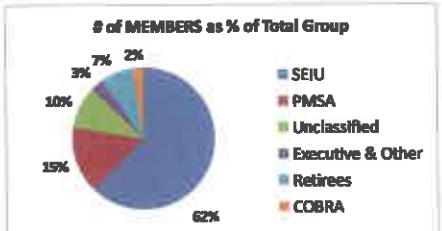


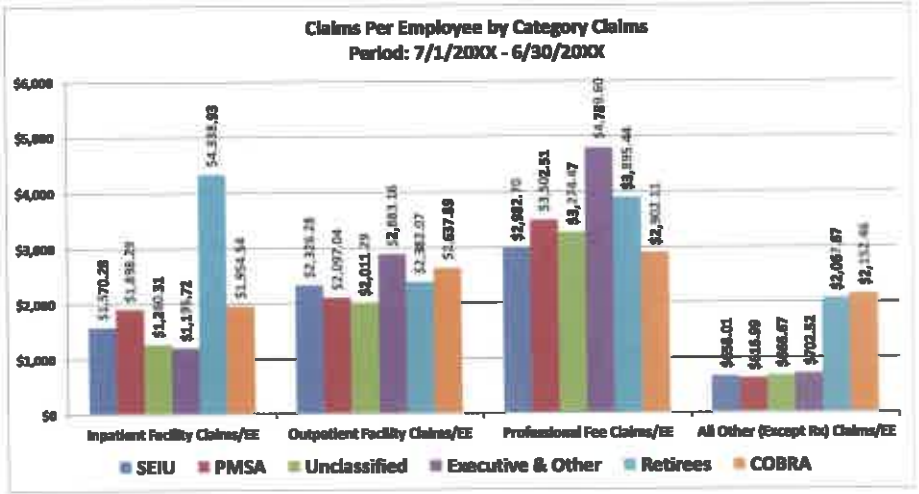
Sample Client
Claims Experience by Product and Branch
(Prescription Drug Claims Not Included)
Period: Incurred 7/20XX - 6/20XX & Paid thru 9/20XX

BRANCH	# of EE's	% of EE Group	# of Covered Members	% of Member Group	Inpatient Facility: Inpatient Events	Inpatient Facility: % of Total Events	Inpatient Facility: Total Inpatient Claims	Inpatient Facility: % of Total	Inpatient Facility: Inpatient Facility Claims/EE	Outpatient Facility: Total Outpatient Claims	Outpatient Facility: % of Total	Outpatient Facility: Outpatient Facility Claims/EE	Professional Fees: Total Professional Fee Claims	Professional Fees: % of Total	Professional Fees: Professional Fee Claims/EE	All Other Excluding Rx: Total All Other Claims	All Other Excluding Rx: % of Total	All Other Excluding Rx: All Other (Except Rx) Claims/EE	TOTAL CLAIMS: Total Claims	TOTAL CLAIMS: % of Total	TOTAL CLAIMS: Total Paid/EE
SEIU	595	61%	1,293	62%	96	55%	$934,314	51%	$1,570.28	$1,384,135	62%	$2,326.28	$1,774,707	57%	$2,982.70	$391,518	48%	$658.01	$4,484,674	56%	$7,537.27
PMSA	138	14%	315	15%	21	12%	$261,964	14%	$1,898.29	$289,392	13%	$2,097.04	$483,347	15%	$3,502.51	$85,144	10%	$616.99	$1,119,847	14%	$8,114.83
Unclassified	94	10%	200	10%	15	9%	$118,469	7%	$1,260.31	$189,061	8%	$2,011.29	$307,800	10%	$3,274.47	$62,667	8%	$666.67	$677,997	8%	$7,212.73
Executive & Other	25	3%	63	3%	2	1%	$29,893	2%	$1,195.72	$72,079	3%	$2,883.16	$119,740	4%	$4,789.60	$17,563	2%	$702.52	$239,275	3%	$9,571.00
Retirees	96	10%	150	7%	36	21%	$416,537	23%	$4,338.93	$228,679	10%	$2,382.07	$373,962	12%	$3,895.44	$198,496	24%	$2,067.67	$1,217,674	15%	$12,684.10
COBRA	28	3%	50	2%	4	2%	$54,727	3%	$1,954.54	$73,861	3%	$2,637.89	$81,259	3%	$2,902.11	$60,269	7%	$2,152.46	$270,116	3%	$9,647.00
TOTAL	976	100%	2,071	100%	174	100%	$1,815,904	100%	$1,860.56	$2,237,207	100%	$2,292.22	$3,140,815	100%	$3,218.05	$815,657	100%	$835.71	$8,009,583	100%	$8,206.54









*All Charts represent data for period of 7/1/20XX - 6/30/20XX

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

2017 Form 1094/1095 Reporting and Healthcare Legislation & Guidance Update Webinar

Kate Grangard, CPA, CGMA
CFO & COO
Gehring Group
December 14, 2017

Refresh: Minimum Essential Coverage & Applicable Large Employer (ALE) Reporting

- A review of the 2017 Forms 1095/1094 B and C
- The status of our filing vendor partners
- A review of newly available BenTek reports to assist in validating data
- Refresh
- What's New
- Review samples

Employer Health Insurance Reporting

Refresh: Minimum Essential Coverage & Applicable Large Employer (ALE) Reporting

Sections 6055 & 6056 of ACA:

1. Issuer/Employer reporting of minimum essential coverage (MEC) for plan subscribers
   Used to report to taxpayers and IRS the individuals covered by MEC and therefore not liable for Individual Shared Responsibility payment (ISRP)

Refresh: Minimum Essential Coverage & Applicable Large Employer (ALE) Reporting

MEC Reporting:

- Self funded small employer
- Issuer (Carrier/Trust) of fully insured employer
- DGE for self insured employer

Refresh: Minimum Essential Coverage & Applicable Large Employer (ALE) Reporting

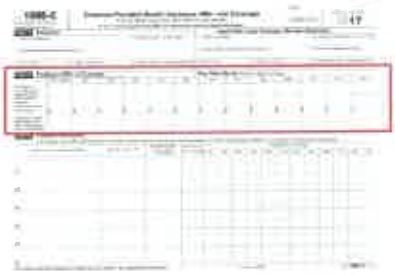
Sections 6055 & 6056 of ACA:

2. Applicable Large Employer (ALE) reporting of employer sponsored offer of coverage, cost, and employee enrollment
   Used for: 1) determining if an Employer owes a payment under the ESRP under section 4980H (a & b penalty); and 2) determining employee's eligibility for premium tax credit

Refresh: Minimum Essential Coverage & Applicable Large Employer (ALE) Reporting

ALE Reporting:

- Line 15 Clarified – only employee contribution
- No real effort to ask return added to Reporting
- ER Offer of Coverage/ Affordability/ Safe Harbor = exposure to 4980H(a) penalty -AND-
- Employee's eligibility for premium tax credit



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Form 1095-C (Part II)

- Line 14 Codes for types of coverage offers
  - 1A – Qualifying Offer
  - 1B – MEC with MV to employee
  - 1C – MEC with MV to employee and MEC to dependent
  - 1D – MEC with MV to employee and MEC to spouse
  - 1E – MEC with MV to employee and MEC to spouse and dep
  - 1F – MEC without MV to employee, spouse and dependents
  - 1G – Offer to non-full-time employee
  - 1H – No offer of coverage to non-full-time employee
  - 1I – Reserved
  - 1J – MEC & MV to employee, MEC offer to spouse, not deps
  - 1K – MEC & MV to employee, MEC to deps & at least MEC conditionally offered to spouse

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Form 1095-C (Part II)

- Line 16 Codes for safe harbors and other relief
  - 2A – Employee not employed on any day during the month
  - 2B – Employee not a full-time employee and did not enroll in MEC, or is a full-time employee but terminated during month
  - 2C – Employee enrolled in coverage offered
  - 2D – Employee is in a Section 4980H Limited Non-assessment Period (e.g., initial measurement period)
  - 2E – Multiemployer plan transition relief applies
  - 2F – W-2 safe harbor for affordability used
  - 2G – Federal poverty line safe harbor for affordability used
  - 2H – Rate of pay safe harbor for affordability used
  - 2I – Reserved

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Refresh: Minimum Essential Coverage & Applicable Large Employer (ALE) Reporting

MEC Reporting:

- Self-Insured Applicable Large Employers (ALE) for Non-Employees

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Refresh: Minimum Essential Coverage & Applicable Large Employer (ALE) Reporting

FORM COMPLETION		MEC Coverage (Health Coverage)				ALE Reporting (Offer & Coverage		
Size	Coverage Type	1095-B Part I	1095-B Part II	1095-B Part III	1095-B Part IV	1095-C Part I	1095-C Part II	1095-C Part III
Under 50 MEC	Fully Insured	Carrier	Carrier		Carrier	N/A	N/A	N/A
Under 50 MEC	Self Insured	DGE or Employer	DGE	DGE or Employer	DGE or Employer	N/A	N/A	N/A
Over 50 MEC & Offer	Fully Insured	Carrier	Carrier		Carrier	Employer (or DGE)	Employer (or DGE)	N/A
Over 50 MEC & Offer	Self Insured	N/A (1095-C Part III)		N/A (1095-C Part III)	N/A (1095-C Part III)	Employer (or DGE)	Employer (or DGE)	Employer (or DGE)

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Refresh: Minimum Essential Coverage & Applicable Large Employer (ALE) Reporting

Employee Form(s) Receipt			MEC Coverage (Health Coverage)	ALE Reporting (Offer & Coverage)
Size	Coverage Type	# Forms Received	1095-B	1095-C
Under 50-MEC	Fully Insured	1	Carrier	N/A
Under 50-MEC	Self Insured	1	Employer or DGE	N/A
Over 50-MEC & Offer	Fully Insured	2	Carrier	Employer or DGE
Over 50-MEC & Offer	Self Insured	*1	None	Employer or DGE

DGE = Designated Government Entity
**If Part of Multiple Employer Plan and DGE filing 1095B for all participants covered; but employer filing 1095C – plan participant may receive 2 Forms*

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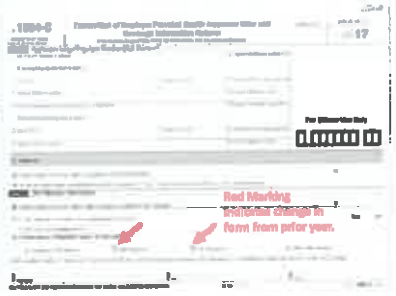
What's New – Form 1094-C

Form 1094-C

- Use same complete address as on Form 1095-C's
- [redacted] (if applicable)
- Include dashes in FEIN
- Lines 7, 8, 15, 16 = name and number of person IRS can contact
- Line 19 – always check unless filing various 1094-C forms for same employer



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What's New – Form 1094-C

Form 1094-C

- Line 21 – Public sector – never check yes unless speak to GG; Private or NFP – check yes is part of controlled group
- Line 22 A – Check if offer coverage to EE, Spouse, Dependents, meet Federal Poverty Level. MUST use 1A on line 14 on 1095C Form. If use 1A, no code needed on line 16, but still recommended

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What's New – Form 1094-C

Form 1094-C

- Line 22 D – Certify during all months offer coverage to 98% of eligible employees and dependent children under any affordability safe harbor. If checked, not required to complete Column B on Part III (Monthly FT Employee Count)

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What's New – Form 1094-C

Form 1094-C Part III:

- Column A – Confirming MEC offer to 95% of eligible EE's for month – CRITICAL THIS BE CHECKED TO AVOID 4980H(a) PENALTY ASSESSMENT

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What's New – Form 1094-C

Form 1094-C Part III:

- Column B – only include eligible full time employees for purposes of 4980H. Do not include employees in wait period for any part of the month. Include employees who measured eligible and are in corresponding stability period.

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What's New – Form 1094-C

Form 1094-C Part III:

- Column C – include all employees : FT, PT, Wait Period (LNA) on any of following snapshot dates:
  1. 1st day of month
  2. Last day of month
  3. 12th day of month
  4. 1st day of 1st pay period
  5. Last day of 1st pay period
- Only check D if part of control group (Private)

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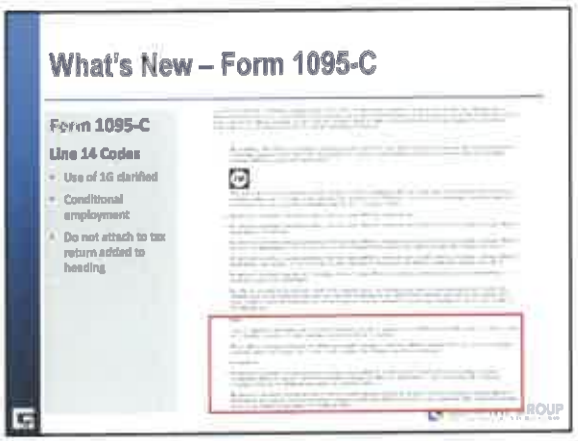
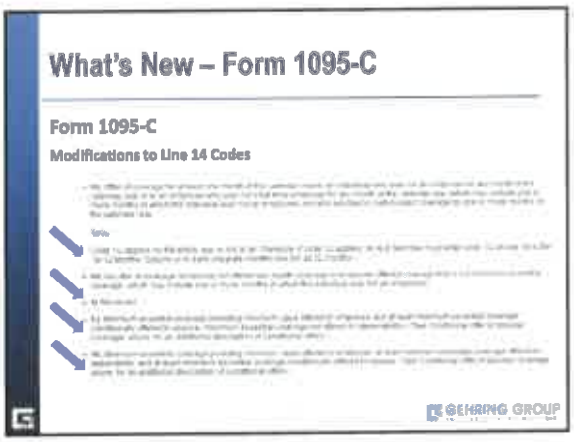
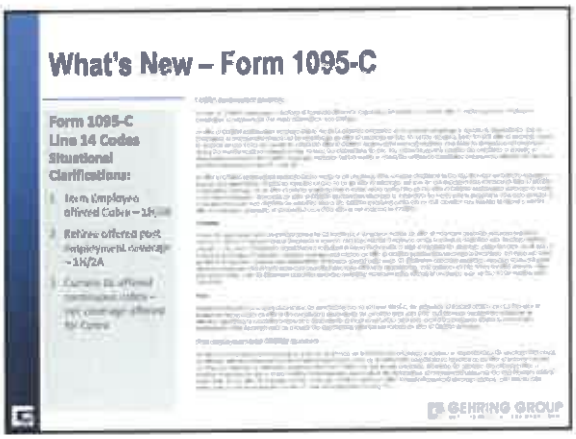
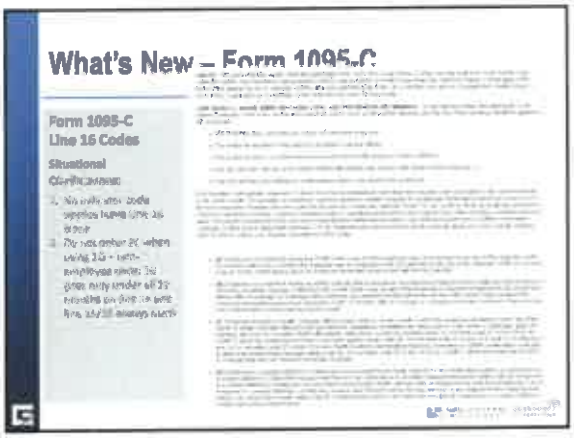
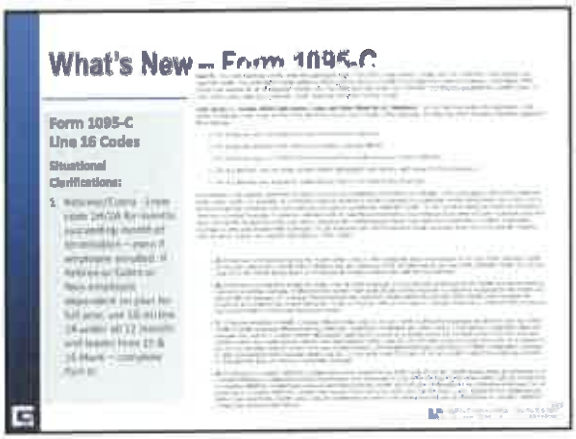
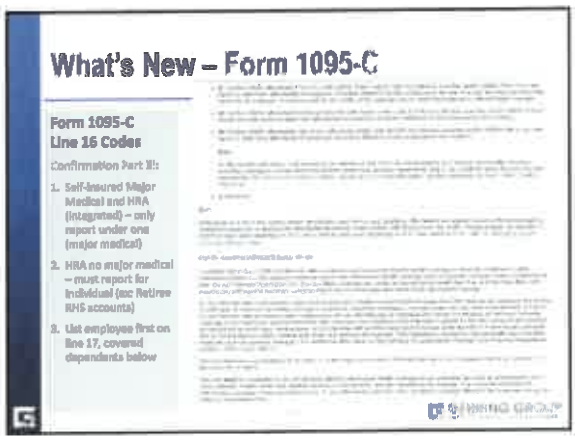

What's New – Form 1095-C
Form 1095-C
Line 14 Codes
Use of 1G clarified
Conditional employment
Do not attach to tax return added to heading


What's New – Form 1095-C
Form 1095-C
Modifications to Line 14 Codes


What's New – Form 1095-C
Form 1095-C
Line 14 Codes
Situational
Clarifications:


What's New – Form 1095-C
Form 1095-C
Line 16 Codes
Situational


What's New – Form 1095-C
Form 1095-C
Line 16 Codes
Situational
Clarifications:


What's New – Form 1095-C
Form 1095-C
Line 16 Codes
Confirmation Part II:
1. Self-insured Major Medical and HRA (integrated) – only report under one (major medical)
2. HRA no major medical – must report for individual (ex Retiree RHS accounts)
3. List employee first on line 17, covered dependents below

What's New – Form 1095-C

Form 1095-C Line 16 Codes

Situational Clarifications:

1. Non-employee use 1G all 12 months ONLY. May also report on 1095-B
2. Where [illegible] Coverage Code but no Offer of Coverage [illegible] complete 1095-C Parts I & II and does NOT check any of [illegible] Coverage entered Form 1095-B

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Other 1094/5 Considerations

- **Other Notable Updates:**
  - Affordability % & Federal Poverty Level
    - 9.66 for 2016 plan years — $11,770
    - 9.69 for 2017 plan years — $11,880
  - 4980H(a) Penalty - 95% of eligible FT Employees
    - Check the MEC box in Column A
    - $260 per return not furnished to employee + $260 per return not filed with IRS ($520 total) not to exceed $3,218,500 + $3,218,500 respectively
  - Aggregated Group
    - Section 414 rules for private sector companies
    - Reasonable good faith interpretation for public sector entities

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Other 1094/5 Considerations

- **Other Notable Items:**
  - Reporting requirement
    - 1 report for each employee eligible even 1 month of year
    - Must complete all 12 months of return if reporting requirement
    - If employee ONLY in Limited Non Assessment period during year and never had eligible month – no reporting requirement
  - Offer of Health
    - Effective offer if allow employee to enroll/decline coverage at least once per plan year (12 consecutive months)
    - If don't provide Effective opportunity to decline the coverage, the employer is treated as having offered EE only coverage

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Other 1094/5 Considerations

- **Corrected Returns:**
  - Line 15: safe harbor de minimis rule - $100 : no need to file corrected unless recipient disclaims safe harbor

https://www.irs.gov/pub/irs-pdf/i1094bt.pdf

Retain Records for 3 Years from Due Date of Returns

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Other 1094/5 Considerations

- Filing Deadlines: (Shortened filing deadline!)
  - Distribute Forms 1095-B & 1095-C to Employees:
    - January 31, 2018
    - 30 day extension may be requested (see page 6 of instructions: provide reason - not guaranteed)
  - File Forms with IRS:
    - February 28, 2018 (if by Paper)
    - April 2, 2018 (if Electronic)
    - 30 day extension available through FIRE system – guaranteed if filed timely

*Extension requests must be filed by original filing due date

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2018 Reporting Deadlines

Action	Deadline
Send 1095-Cs to Employees	January 31, 2018
Submit Forms to IRS (Paper Filer)	February 28, 2018
Submit Forms to IRS (E-Filer)	April 2, 2018

Other 1094/5 Considerations

- Be Prepared!
  - Review employee records before year end
    - Completeness – dependent info, address info, SSN
    - Start/Termination dates – especially conflicts
  - Vendor selection
    - Reach out now
    - Verify contracting in place
    - Get system update (ERP) as needed
    - Review deadlines for printing/mailing
    - Understand/mitigate time constraints

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Other 1094/5 Considerations

- Be Prepared!
  - Prepare for form distribution including communication to employees
  - ERP/HRIS/Ben Admin System
    - Review Export Info & Update as needed
    - Verify data export available
    - BenTek users – review of "Monthly ACA Audit" export after Legislative Update

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Resources

Forms 1094-C & 1095-C – IRS site: https://www.irs.gov/uac/about-form-1095-c

- https://www.irs.gov/pub/irs-pdf/f1095c.pdf - Form 1095-C
- https://www.irs.gov/pub/irs-pdf/f1094c.pdf - Form 1094-C
- https://www.irs.gov/pub/irs-pdf/i109495c.pdf - Instructions Forms 1094/5
- https://www.irs.gov/affordable-care-act/employers/questions-and-answers-about-information-reporting-by-employers-on-form-1094-c-and-form-1095-c - FAQ
- https://www.irs.gov/affordable-care-act/employers/questions-and-answers-on-reporting-of-offers-of-health-insurance-coverage-by-employers-section-6056 - FAQ

Forms 1094-B & 1095-B – IRS site: https://www.irs.gov/uac/about-form-1095-b

- https://www.irs.gov/pub/irs-pdf/f1095b.pdf - Form 1095-B
- https://www.irs.gov/pub/irs-pdf/f1094b.pdf - Form 1094-B
- https://www.irs.gov/pub/irs-pdf/i109495b.pdf - Form 1094/95-B Instructions

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EMPLOYEE BENEFITS | RISK MANAGEMENT

Responding to IRS Letter 226 J

Background: What Employers are Subject to Employer Shared Responsibility Requirements?

- Threshold for "Large Employer" = 50 Full-time Equivalent Employees in prior year*
- Full-time employees = 30 hours per week, on average

- Special rules for seasonal employees

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Background: What Employers are Subject to Employer Shared Responsibility Requirements?

- Related entities must be considered together, as one employer
- Related generally means:
  - Parent-subsidiary - 80% owned up and down chain
  - Brother-sister companies - 80% owned by same 5 or fewer people
- Creating new companies in same controlled group will not allow you to get below 50 employee threshold
- Reasonableness test for public sector – position: constitutional officers = not related

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Background: What is the Employer Shared Responsibility Penalty?

Employer is subject to "big" 4980H (a) penalty if:

- Employer fails to offer "minimum essential coverage" to essentially all full time employees

  AND

- At least one employee receives a tax credit or subsidy through an exchange

"Big" Penalty = $2,080 x # of Full-time Employees

- Subtract first 80 full-time employees when calculating the penalty for the 2015 plan year
- Subtract first 30 full-time employees when calculating the penalty for plan years on or after 2016
- The penalty is assessed based on the number of *full-time employees*, not the number of full-time equivalents.

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Background: What is the Employer Shared Responsibility Penalty?

- Effective date & "essentially all" defined:
  - January 1, 2015 for employers with 100 or more employees – essentially all employees means:
    - must offer coverage to 70% of the eligible employees in 2015
    - must offer coverage to 95% of the eligible employees in 2016 & after
  - Note: Penalty still applies for the 30% (5% starting in 2016). But the applicable penalty is the smaller (b) penalty (discussed below)

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Background: What is the Employer Shared Responsibility Penalty?

- Employer offers health insurance coverage, but not affordable coverage that provides minimum value
  - Affordable – Cost of coverage no more than 9.5% of household income
  - Minimum value – Covers at least 60% of actuarial value of health costs
- Any employee receives a tax credit or subsidy through a state-based or federal facilitated exchange

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Background: What is the Employer Shared Responsibility Penalty?

PENALTY

$2,080 x (Total No. of Full-Time Employees – 80*)

THE LESSER OF:

$3,160 x No. of Full-Time Employees who receive a tax credit or subsidy and purchase coverage through an Exchange

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IRS Penalty Notice

- IRS recently announced that 2015 penalty notices will be distributed "in late 2017".
- Notice ("Letter 226J") will inform employer that a full-time employee has received a tax credit.
- Employer will have an opportunity to appeal – appeal must be received within 30 days.

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IRS Penalty Notice

- What's in the notice?
  - A table itemizing the proposed payments by month (and specifying whether (a) or (b) penalty applies)
  - An explanation of the table
  - An employer response form (Form 14764)
  - Listing of employees triggering penalties (Form 14765)
  - Next steps– including responding to the Letter 226J within 30 days of date of letter
  - Consequences of failing to act
  - IRS Contact Info

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IRS Penalty Notice

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IRS Penalty Notice

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IRS Penalty Appeal Process

Letter 226J received from IRS
- Response deadline: 30 days

Submit Form 14764
- Agree and pay
- Contest Penalty

Letter 227
- Revised Assessment
- Opportunity to request conference

Note from instructions: If you agree with the penalty, agree and pay and don't wait for further demand for payment from IRS. Interest could be imposed.

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Considerations in Responding

- 226J is not penalty assessment (Notice CP 220J is)
  - But, if you wait until you receive the 220J you've essentially conceded to penalty assessment
  - It's important to respond and (hopefully) object
  - Treat this as your only opportunity to eliminate risk (even if that may not be the case)
  - Consider requesting pre-assessment conference

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Considerations in Responding

- Most issues easily corrected
  - Most penalties result from typos
  - Examples:
    - Failure to select MEC indicator
    - Disconnect between payroll/reporting vendor and benefits professionals on measurement method used.
- Important first step is to obtain forms and information relating to year in question.

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Considerations in Responding

- Do you need to engage attorney/CPA?
  - No, but it helps
  - Attorneys and CPAs can provide the full array of representation
  - But, anyone can be designated as a "power of attorney" on IRS Form 2848 (important first step)
  - (Gehring Group is here for you!)

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Considerations in Responding

- Extension possible?
  - Yes
  - No formal extension request process
  - Contact listed agent and request reasonable additional period of time
  - (Different agents/different tolerances & responses)
  - GET CONFIRMATION IN WRITING!
  - Remember if (a) penalty doesn't apply – they'll move on to (b) penalty so assess before responding!

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Considerations in Responding

- Consider HIPAA privacy/ERISA 510 in responding
  - HIPAA only permits use or disclosure of PHI for certain permitted purposes
    - PHI can include enrollment status (depending on source of date)
    - It's unclear whether a HIPAA exception exists here
    - Be careful about source of information
  - ERISA Section 510 prohibits adverse employment action relating to benefits
    - Employers now have a listing of employees who triggered penalties
    - Consider limiting access of information

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Healthcare Reform & Legislative Update

- 226J Letters – 4980H Proposed Penalties
- 1094/5 Reporting Deadlines not delayed to date – IRS portal can't receive files until Mid-January
- Notice of Benefits & Payments Parameters for 2019 & HHS Interpretive Guidance – Executive Order
  - MLR – Wellness Funds
  - Essential Health Benefits: definitions & inclusions
- New administration Directors – IRS/HHS CMS/DOL/DOJ

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Healthcare Reform & Legislative Update

- Health Insurance Tax (est. 2-3.5% on fully insured) and Medical Device Tax (2.3%) repeal legislation
- Omnibus bill – December 22 (12 discretionary spending bills)
- Cadillac Tax – unpopular/no movement - scheduled 2020
- Individual Mandate – Compromise Bill
  - CBO – additional 11 million uninsured by 2020
  - Academy of Actuaries - premium increases

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Healthcare Reform & Legislative Update

- Executive Order – 10/12
  - Association Health Plans among unrelated ERISA entities
  - Short term limited duration policies
- Murray Alexander Proposal & Senator Collins bill
  - Cost Sharing Reduction funding 2 years – individual market stabilization effort
  - Reinsurance market funding – 4.5 Billion over 2 years to lower premiums for costliest patients

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Questions?

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EMPLOYEE BENEFITS | RISK MANAGEMENT

BenTek
BENEFITS TECHNOLOGY

Client Data Review

BenTek Client Data Review

- Supported 1094/1095 Filing Vendors
  - PSST ACA Track
  - Greatland/Yearli
  - Worxtime
- Resource to clients using alternate vendors
- Monthly ACA Audit
  - Highlights employees with potentially invalid data within a specified date range
  - Should be reviewed prior to exporting data from BenTek for import to above filing vendors

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Monthly ACA Audit

- Can be found at:

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Monthly ACA Audit

- Run report for 1/1/2017 – 12/31/2017
- Descriptions of the tabs in the Excel file can be found here: *(also included at the end of this slide deck)*

- Review Monthly ACA Audit and make applicable corrections by December 22nd, 2017

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BenTek Export Deadlines

If Gehring Group or BenTek is assisting you with your filing:

Action	Date
Review Monthly ACA Audit and make applicable corrections by:	**December 22nd, 2017**
ACA Track – Data available for review in ACA Track on:	January 4th, 2018
Deadline to approve forms for fulfillment:	January 19th, 2018
Greatland – Data file available for review on:	December 18th, 2017 **Assuming ACA Audit has been reviewed.*
Deadline to approve forms for fulfillment:	January 31st, 2018 (but recommended by Jan 25th)
Worxtime – Coverage file export available for upload on:	January 4th, 2018
Final Deadline to complete Wizard & Submit	January 18th, 2018

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Monthly ACA Audit – Tab Descriptions

Wait Period discrepancy

Any employee coverage records set for the export will show here if the employee's Coverage starts outside of the calculated Eligibility period for the employee. The Eligibility start date for the employee is calculated based off of the Employee's Benefit Class Effective Date.

Missing SSN + Waiting Periods

Any employee coverage records set for the export will show here if the employee's coverage either has been calculated Eligibility or Waiting period for the employee record. If it is beneath that and reviewed that the coverage was not removed, or if there was an error reactivating the record, if the period does not apply to the benefit plan, but the coverage does.

Active, No Waiting Period

Any employee who has an active benefit class that begins within the date range of this report will be listed within this tab if the active benefit class does not have a waiting period.

Status Termed BC Active

Any employee status will show on this tab if the employment status is terminated, but its corresponding Benefit Class is NOT terminated. This will not apply to those who switch statuses and continue coverages (i.e. Employees switching from Part-Time to Full-Time).

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Monthly ACA Audit – Tab Descriptions

Job End discrepancy

Any employee status will show on this tab if the job end date of the LAST job of an active status does not have the same date as the termination date of that active status.

No Status Record

Any employee will show on this tab if he/she has no Active, Retiree, or Leave status in the system past, present, or future.

No Job Record

Any Active record will show on this tab if said active record does NOT have a job associated with it.

No Benefit Class Record

Any employee will show on this tab if said employee has no benefit class in the system past, present, or future.

Dependent SSN Issue

Dependent records will show for this tab if there is a missing dependent Social Security Number or if the dependent's Social Security Number fails a check for invalid numbers like "000000000" or "111111111". A dependent does not have to be covered in order to appear on this tab.

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Monthly ACA Audit – Tab Descriptions

Employee Name Issue

Employee and dependent records will appear within this tab if the employee or dependent has an unusual first, last, or middle name that may be incorrect due to uncommon characters appearing in the name. For example, an employee or dependent record may appear in this tab if their suffix is listed as part of their last name: "Smith JR.".

Bundled Coverage Discrepancy

For some clients, there is a bundled coverage setup for the offering. This tab will show an employee that has the primary coverage and the bundled coverage, BUT these coverages have different effective or termination dates. For example, if a Health Coverage includes Rx, but there is an employee with an Medical plan that starts 1/1 with no end date and this coverage is tied to a Rx plan that starts for the employee on 2/1 with no end date. This employee will show on this tab.

Secondary Coverage Overlap

For some clients, there is a bundled coverage setup for the offering. This tab will show an employee with a bundled coverage that overlaps another bundled coverage associated with it. For example, if a Health Coverage includes Rx, but there is an employee with an Medical plan and 2 Rx plans, one Rx plan starts 1/1 and ends 3/1.. the other Rx plan starts 2/1 with no end date.

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Monthly ACA Audit – Tab Descriptions

Overlapped Primary Coverage

Any employee coverage record will show on this tab if for the same coverage type, there exists multiple plans at the same time. For example, if an employee has Dental coverage starting 1/1 with no end date and another Dental coverage that starts 10/1 with no end date.

Overlapped Status

Any employee status record will show on this tab if for the same status type, there exists multiple records at the same time. For example, if an employee has an Active status starting 1/1 with no end date and another Active status that starts 10/1 with no end date.

Overlapped Jobs

Any employee job record will show on this tab if there exists multiple job records at the same time. For example, if an employee has an Active status starting 1/1 with no end date and 2 job records. One job record starts 1/1 with no end date. The other Job starts 2/1 with no end date.

Overlapped Benefit Class

Any employee Benefit Class record will show on this tab if for the same status type, there exists multiple records at the same time. For example, if an employee has an Active Benefit Class starting 1/1 with no end date and another Active Benefit Class that starts 3/1 with no end date.

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Monthly ACA Audit – Tab Descriptions

Overlapping Dependent Case

Any dependent coverage record will show on this tab if, for the same coverage type, there exists multiple plans at the same time. For example, if an employee has Dental Family coverage starting 1/1 with no end date and covers Dependent A starting 1/1 and ending 6/1 and another record covering Dependent A 5/1 with no end date.

Incorrect Number of Deps

Any dependent coverage record will show on this tab if, for a particular tier, the number of dependents covered is not correct. For example, if an employee has Dental Employee + 1 coverage and covers 2 dependents for the record. OR if an employee as Dental + Family coverage and does not list any dependents as covered.

Plan doesn't allow Relationship

Any dependent coverage record will show on this tab if, for a particular tier, the type of dependents covered is not correct. For example, if an employee has Dental Employee + Children coverage and covers a Spouse.

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Monthly ACA Audit – Tab Descriptions

The generated audit file may also contain the following optional tabs:

Missing Primary Coverage

For some clients, there is a bundled coverage setup for the offering. This tab will show an employee that has the bundled coverage, but not the primary coverage associated with it. For Example: if a Health Coverage includes Rx, but there is an employee with an Rx plan and no Medical plan. This employee will show on this tab.

Missing Secondary Coverage

For some clients, there is a bundled coverage setup for the offering. This tab will show an employee that has the primary coverage, but not the bundled coverage associated with it. For example: if a Health Coverage includes Rx, but there is an employee with an Medical plan and no Rx plan. This employee will show on this tab.

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THE END

Questions?

IRS Reduces HSA Limit for Family Coverage for 2018

OVERVIEW

On March 5, 2018, the Internal Revenue Service (IRS) released Revenue Procedure 2018-18 to announce changes to certain tax limits for 2018, including a reduced contribution limit for health savings accounts (HSAs).

The new tax law enacted late last year—the Tax Cuts and Jobs Act—changed the consumer price index for making annual adjustments to the HSA limits. Based on this new index, the IRS lowered the HSA contribution limit for individuals with family coverage under a high deductible health plan (HDHP) from $6,900 to $6,850. This change is effective for the 2018 calendar year. The IRS' other HSA and HDHP limits for 2018 remain the same.

IMPORTANT DATES

January 1, 2018
The 2018 contribution limits for HSAs became effective.

March 5, 2018
The IRS announced that the HSA contribution limit for family HDHP coverage is reduced for 2018.

ACTION STEPS

Employers with HDHPs should inform employees about the reduced HSA contribution limit for family HDHP coverage. Employees may need to change their HSA elections going forward to comply with the new limit. Also, any individuals with family HDHP coverage who have already contributed $6,900 for 2018 must receive a refund of the excess contribution in order to avoid an excise tax.

HSA/HDHP LIMITS

Each year, the IRS announces inflation-adjusted limits for HSAs and HDHPs. The adjusted contribution limits for HSAs take effect as of the next Jan. 1. The adjusted HDHP cost-sharing limits (minimum deductible and maximum out-of-pocket limit) take effect for the plan year beginning on or after the next Jan. 1.

The IRS originally announced the inflation-adjusted limits for HSAs and HDHPs for 2018 in May 2017.

The new federal tax law, which was enacted at the end of 2017, changed the consumer price index for making adjustments to certain tax limits, including the HSA limits. Using the new index, the IRS reduced one of the HSA/HDHP limits for 2018—the HSA contribution limit for individuals with family HDHP coverage. This limit is lowered by $50—from $6,900 to $6,850, effective for the 2018 calendar year. All of the other HSA and HDHP limits for 2018 are unchanged, and remain the same as those announced by the IRS in May 2017.

IRS Reduces HSA Limit for Family Coverage for 2018

The following chart shows the HSA/HDHP limits for 2018, as adjusted for the IRS' recent guidance.

Type of Limit		2018 Original Limit	2018 Current Limit	Change
HSA Contribution Limit	Self-only	$3,450	$3,450	No change
	Family	$6,900	$6,850	**Down $50**
HSA Catch-up Contributions *(not subject to adjustment for inflation)*	Age 55 or older	$1,000	$1,000	No change
HDHP Minimum Deductible	Self-only	$1,350	$1,350	No change
	Family	$2,700	$2,700	No change
HDHP Maximum Out-of-pocket Expense Limit	Self-only	$6,650	$6,650	No change
	Family	$13,300	$13,300	No change

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Final Forms & Instructions for 2017 ACA Reporting – Form 1094 & Form 1095 Released

On Sept. 28, 2017, the Internal Revenue Service (IRS) released **final 2017 forms** for reporting under Internal Revenue Code (Code) Sections 6055 and 6056.

- ✓ **2017 Forms 1094-C and 1095-C** (and related instructions) are used by applicable large employers (ALEs) to report under Section 6056, as well as for combined Section 6055 and 6056 reporting by ALEs who sponsor self-insured plans.
- ✓ **2017 Forms 1094-B and 1095-B** (and related instructions) are used by entities reporting under Section 6055, including self-insured plan sponsors that are not ALEs.

Final instructions for 2017 were released in early October. The 2017 forms are substantially similar to the 2016 versions, except that sections related to expired Section 4980H Transition Relief were removed.

IMPORTANT DATES

January 31, 2018
Individual statements for 2017 must be furnished by Jan. 31, 2018.

February 28, 2018
IRS returns for 2017 must be filed by Feb. 28, 2018 (April 2, 2018, if filed electronically, since March 31, 2018 is a Sunday).

2017 Forms and Instructions

The 2017 forms and instructions are substantially similar to the 2016 versions. However, the following changes should be noted:

- ✓ *Section 4980H Transition Relief.* Several forms of transition relief were available to some employers under Section 4980H for the 2015 plan year (including any portion of the 2015 plan year that fell in 2016). However, **no Section 4980H transition relief is available for 2017**. As a result, the 2017 instructions for Forms 1094-C and 1095-C were revised to remove references to Section 4980H transition relief. In addition, Form 1094-C has been revised to remove references to this transition relief. Specifically, the following two sections on Form 1094-C related to this transition relief have been designated as "Reserved" and should not be used: **Part II, in the "Certifications of Eligibility" Section on Line 22, Box C**; and **Part III, in the "ALE Member Information – Monthly" table, column (e).**
- ✓ *Instructions for Recipient.* Both individual statements (Forms 1095-B and 1095-C) include an "Instructions for Recipient" section. On both of the 2017 Forms 1095-B and 1095-C, the following paragraph was added: "Additional information. For additional information about the tax provisions of the Affordable Care Act (ACA), including the individual shared responsibility provisions, the premium tax credit, and the employer shared

responsibility provisions, see www.irs.gov/Affordable-Care-Act/Individuals-and-Families or call the IRS Healthcare Hotline for ACA questions (1-800-919-0452)."

- ✓ *Updated Penalty Amounts.* Both sets of 2017 instructions include updated penalty amounts for failures to file returns and furnish statements in 2017. The adjusted penalty amount is $260 per violation, with an annual maximum of **$3,218,500** (up from a maximum of $3,193,000, for 2016).

- ✓ *Code Series 2 (Section 4980H Safe Harbor Codes and Other Relief).* The 2017 instructions for Forms 1094-C and 1095-C clarify that there is no specific code to enter on line 16 to indicate that a full-time employee who was offered coverage either **did not enroll** or **waived the coverage**.

- ✓ *Corrected Forms 1095-C.* The 2017 instructions for Forms 1094-C and 1095-C include additional information for employers that have errors on Forms 1095-C. Specifically, the instructions indicate that Forms 1095-C filed with incorrect dollar amounts on line 15, Employee Required Contribution, may fall under a safe harbor for certain *de minimis* errors. The safe harbor generally applies if no single amount in error differs from the correct amount by more than $100. If the safe harbor applies, employers will not have to correct Form 1095-C to avoid penalties. However, if the recipient elects for the safe harbor not to apply, the employer may have to issue a corrected Form 1095-C to avoid penalties. For more information, see Notice 2017-9.

- ✓ *Reporting Catastrophic Coverage for 2017.* The 2017 instructions for Forms 1094-B and 1095-B clarify that reporting for catastrophic coverage enrolled in through the Exchange remains optional for 2017. It was expected that health insurance issuers and carriers would be required to report this coverage beginning in 2017. However, the instructions clarify that reporting of catastrophic coverage enrolled through the Exchange will remain optional for coverage in 2017 (filing in 2018).

- ✓ *Formatting Returns Filed with the IRS.* Both sets of 2017 instructions clarify that all returns filed with the IRS must be printed in landscape format. It is especially important that hand produced forms are prepared and filed within the formats prescribed by the IRS.

In addition, a prior draft version of Form 1095-C for 2017 **clarified that the "Plan Start Month" box in Part II of Form 1095-C will remain optional for 2017.** The instructions for Forms 1094-C and 1095-C indicate that this box may be mandatory for the 2018 Form 1095-C.

Delivery and Filing Deadlines

With no anticipated extension from the IRS for the distribution of the 2017 forms, meaning a due date to send to employees of January 31, 2018; and a due date to eletronically file the forms with the IRS by April 2, 2018 (since March 31 falls on a Sunday); it is very important to ensure prior to year end that your records are complete and accurate, in order to meet the shortened filing deadline.

Attention BenTek Clients!

For BenTek users, it is important to review and update your entity's plan participant data in BenTek for accuracy and completeness. To assist you in this effort, BenTek has developed the **Monthly ACA Audit** report – available under the **Exports** section. The **Monthly ACA Audit** will provide a full report of data that may be potentially invalid, conflicting,

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or missing for the purposes of ACA reporting. Administrators are strongly encouraged to review the audit information for the report period of January 1, 2017 through December 31, 2017 now, and at year end, and update the employee records to resolve any identified concerns. Some of the most common issues include:

- **Invalid or missing dependent social security numbers** (i.e. SSN's entered as consecutive numbers or all numbers with the same digit)
- **Waiting period discrepancies** (i.e. an employee's coverage start date falls outside the calculated effective date based on entity's waiting period for benefits)
- **No status record** (i.e. employee is not identified as "active", "retired", or "COBRA")
- **Employment status terminated but Benefit Class still active** (i.e. the benefit class for a terminated employee does not have a termination date)
- **Job End Date discrepancy** (the job end date of the LAST job of an active status does not have the same date as the termination date of that active status). For example a retirement date may be entered as 7/18 and retiree status coverage is entered as beginning 8/1. The correct date to enter for the active coverage term date would be 7/31 – the date in which coverage ceased for the employee, rather than their exact retirment date.

The complete export guide for the Monthly ACA Audit is included on the following pages. If you have any questions regarding the export, please contact your BenTek account manager for assistance.

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Brought to you by Gehring Group

EEOC FINALIZES WELLNESS RULES UNDER ADA AND GINA

OVERVIEW

On May 16, 2016, the Equal Employment Opportunity Commission (EEOC) issued final rules that describe how the Americans with Disabilities Act (ADA) and the Genetic Information Nondiscrimination Act (GINA) apply to employer-sponsored wellness programs.

- The final ADA rule provides guidance on the extent to which employers may offer incentives to employees to participate in wellness programs that ask them to answer disability-related questions or to undergo medical examinations.
- The final GINA rule clarifies that an employer may offer a limited incentive to an employee whose spouse provides information about his or her current or past health status as part of the employer's wellness program.

IMPORTANT DATES

January 1, 2017

The final rules' notice requirement and incentive limits apply as of the first day of the first plan year that begins on or after Jan. 1, 2017 (for the health plan used to determine the amount of incentive).

ACTION STEPS

The final rules provide long-awaited guidance on how to structure wellness programs without violating the ADA or GINA. Employers that sponsor wellness programs should work with their Gehring Group team to determine what changes, if any, should be made to their wellness programs' design to comply with the EEOC's final rules.

WELLNESS PROGRAMS

Design Options

Many employers offer workplace wellness programs as a way to help control health care costs, encourage healthier lifestyles and prevent disease. Wellness programs can be offered to employees as part of an employer-sponsored health plan or separately as a benefit of employment.

Many of these programs ask employees to answer questions on a health risk assessment (HRA) or to undergo biometric screenings for risk factors (such as high blood pressure or cholesterol). Other wellness programs provide educational health-related information or programs that may include nutrition classes, weight loss and smoking cessation programs, on-site exercise facilities or coaching to help employees meet health goals.

Wellness program incentives can be framed as rewards or penalties and often take the form of prizes, cash, or a reduction or increase in health care premiums or cost-sharing.

Legal Concerns

Employee wellness programs must be carefully designed to comply with the ADA, GINA and other federal laws that prohibit discrimination based on race, color, sex (including pregnancy), national origin, religion, compensation or age.

Additionally, wellness programs that are part of group health plans must be designed to comply with HIPAA's nondiscrimination requirements, as amended by the Affordable Care Act (ACA). Under HIPAA, health-contingent wellness programs are required to follow certain standards related to nondiscrimination, including a standard that limits the amount of incentives that can be offered. The maximum reward under HIPAA for health-contingent wellness programs is **30 percent of the cost of health coverage** (or **50 percent** for programs designed to prevent or reduce tobacco use).

ADA	The ADA prohibits employers with **15 or more employees** from discriminating against individuals with disabilities. Under the ADA, an employer may make disability-related inquiries and require medical examinations after employment begins only if they are job-related and consistent with business necessity. However, these inquiries and exams are permitted if they are part of a **voluntary wellness program**. Additionally, the ADA requires employers to make all wellness programs, even those that do not obtain medical information, available to all employees, to provide **reasonable accommodations** (adjustments or modifications) to employees with disabilities, and to keep all medical information **confidential**.
GINA	GINA prohibits employers with **15 or more employees** from using genetic information when making decisions about employment, and it restricts covered employers from disclosing genetic information. It also restricts employers from requesting, requiring or purchasing genetic information, unless one or more of six narrow exceptions applies. One of those narrow exceptions applies when an employee voluntarily accepts health or genetic services offered by an employer, including services offered as part of a wellness program.

FINAL RULES

The final rules provide much needed guidance for employers on how to structure employee wellness programs without violating the ADA and GINA. Most importantly, the final ADA rule provides guidance on the extent to which employers may offer incentives to employees to participate in wellness programs that ask them to answer disability-related questions or undergo medical examinations.

> The final ADA rule does not apply to wellness programs that do not obtain medical information but simply require employees to engage in an activity (such as walking a certain amount every week) in order to earn an incentive. However, employers must provide reasonable accommodations to allow employees with disabilities to earn the incentive.

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Also, the final GINA rule clarifies that an employer may offer a limited incentive for an employee's spouse to provide information about the spouse's current or past health status as part of a voluntary wellness program.

Incentives

The final ADA rule provides that incentives offered to an employee who answers disability-related questions or undergoes medical examinations as part of a wellness program will **include both participatory and outcome program incentives** and are limited to the following:

- When the wellness program is available only to employees who are enrolled in a specific group health plan, the incentive may not exceed **30 percent** of the total cost for self-only coverage of the health plan in which the employee is enrolled.
- When an employer offers only one group health plan, and does not require employees to be enrolled in the health plan in order to participate in the wellness program, the incentive may not exceed **30 percent** of the total cost for self-only coverage under the health plan.
- When an employer offers more than one group health plan, and does not require employees to be enrolled in a health plan in order to participate in the wellness program, the incentive may not exceed **30 percent** of the total cost of the lowest cost self-only coverage under a major medical group health plan offered by the employer.

In addition, the final GINA rule provides that:

- **The value of the maximum incentive attributable to a spouse's participation may not exceed 30 percent of the total cost of self-only coverage, which is the same incentive allowed for the employee;**
- **The incentive for the employee and the spouse must be accessible as separate, indepentently attainable incentives;**
- **The Employers may offer children the opportunity to participate in wellness programs, but may not offer inducements in exchange for current or past health status information about children;**
- **Inducements in exchange for genetic information about spouses and children (such as a spouse's or child's family medical history) are prohibited; and**
- **Tobacco incentive limitations remain at 50 percent of the cost of health coverage if using self-verifying methods, but is lowered to 30 percent if testing is done to verify use.**

Voluntary Programs

In order for participation to be considered voluntary under the ADA, an employer:

- May not require participation;
- May not deny access to health insurance or benefits to an employee who does not participate;

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- May not require participation in a wellness program to access a different plan (no gateway plans);
- May not retaliate against, interfere with, coerce, intimidate or threaten any employee who does not participate or who fails to achieve certain health outcomes;
- Must provide a **notice** that explains the medical information that will be obtained, how it will be used, who will receive it and the restrictions on disclosure; and
- Must comply with the incentive limits described in the final rule.

Program Design

The ADA and GINA rules seek to ensure that wellness programs actually promote good health and are not just used to collect or sell sensitive medical information about employees and family members or to impermissibly shift health insurance costs to them. Both rules require wellness programs to be reasonably designed to promote health and prevent disease.

Confidentiality

Both rules state that information from wellness programs may be disclosed to employers only in **aggregate terms.**

- **The ADA rule requires that employers give participating employees a notice that tells them what information will be collected as part of the wellness program, with whom it will be shared and for what purpose, the limits on disclosure and the way information will be kept confidential. The EEOC has provided a sample notice to help employers comply with this ADA requirement.**
- GINA includes statutory notice and consent provisions for health and genetic services provided to employees and their family members.

Both rules prohibit employers from requiring employees or their family members to agree to the sale, exchange, transfer, or other disclosure of their health information in order to participate in a wellness program or to receive an incentive.

Applicability Date

The provisions of the final rules related to the incentive limits and the ADA notice requirement will apply only prospectively to employer-sponsored wellness programs as of the first day of the **first plan year that begins on or after Jan. 1, 2017**, for the health plan used to determine the level of inducement. According to the EEOC, other wellness program provisions (such as the reasonable design and confidentiality requirements) are clarifications of existing obligations.

Source: Equal Employment Opportunity Commission

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SAMPLE NOTICE REGARDING WELLNESS PROGRAM

[Name of wellness program] is a voluntary wellness program available to all employees. The program is administered according to federal rules permitting employer-sponsored wellness programs that seek to improve employee health or prevent disease, including the Americans with Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Health Insurance Portability and Accountability Act, as applicable, among others. If you choose to participate in the wellness program you will be asked to complete a voluntary health risk assessment or "HRA" that asks a series of questions about your health-related activities and behaviors and whether you have or had certain medical conditions (e.g., cancer, diabetes, or heart disease). You will also be asked to complete a biometric screening, which will include a blood test for [be specific about the conditions for which blood will be tested.] You are not required to complete the HRA or to participate in the blood test or other medical examinations.

However, employees who choose to participate in the wellness program will receive an incentive of [indicate the incentive] for [specify criteria]. Although you are not required to complete the HRA or participate in the biometric screening, only employees who do so will receive [the incentive].

Additional incentives of up to [indicate the additional incentives] may be available for employees who participate in certain health-related activities [specify activities, if any] or achieve certain health outcomes [specify particular health outcomes to be achieved, if any]. If you are unable to participate in any of the health-related activities or achieve any of the health outcomes required to earn an incentive, you may be entitled to a reasonable accommodation or an alternative standard. You may request a reasonable accommodation or an alternative standard by contacting [name] at [contact information].

The information from your HRA and the results from your biometric screening will be used to provide you with information to help you understand your current health and potential risks, and may also be used to offer you services through the wellness program, such as [indicate services that may be offered]. You also are encouraged to share your results or concerns with your own doctor.

Protections from Disclosure of Medical Information

We are required by law to maintain the privacy and security of your personally identifiable health information. Although the wellness program and [name of employer] may use aggregate information it collects to design a program based on identified health risks in the workplace, [name of wellness program] will never disclose any of your personal information either publicly or to the employer, except as necessary to respond to a request from you for a reasonable accommodation needed to participate in the wellness program, or as expressly permitted by law. Medical information that personally identifies you that is provided in connection with the wellness program will not be provided to your supervisors or managers and may never be used to make decisions regarding your employment.

Your health information will not be sold, exchanged, transferred, or otherwise disclosed except to the extent permitted by law to carry out specific activities related to the wellness program, and you will not be asked or required to waive the confidentiality of your health information as a condition of participating in the wellness program or receiving an incentive. Anyone who receives your information for purposes of providing you services as part of the wellness program will abide by the same confidentiality requirements. The only individual(s) who will receive your personally identifiable health information is (are) [indicate who will receive information such as "a registered nurse," "a doctor," or "a health coach"] in order to provide you with services under the wellness program.

In addition, all medical information obtained through the wellness program will be maintained separate from your personnel records, information stored electronically will be encrypted, and no information you provide as part of the wellness program will be used in making any employment decision. [Specify any other or additional confidentiality protections if applicable.] Appropriate precautions will be taken to avoid any data breach, and in the event a data breach occurs involving information you provide in connection with the wellness program, we will notify you immediately.

You may not be discriminated against in employment because of the medical information you provide as part of participating in the wellness program, nor may you be subjected to retaliation if you choose not to participate.

If you have questions or concerns regarding this notice, or about protections against discrimination and retaliation, please contact [insert name of appropriate contact] at [contact information].

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WEST PALM BEACH

Human Resources

November 9, 2016

Kurt Gehring
The Gehring Group
11505 Fairchild Gardens Ave.
Suite 202
Palm Beach Gardens, FL 33410

I am pleased to have the opportunity to recommend the Gehring Group for all services related to Employee Benefits, Online Enrollment and Onsite Employee Health Center Consulting. During the City's 19+ year relationship with the Gehring Group, they have provided a superior level of employee benefit consulting expertise with priority on customer service.

As part of the City of West Palm Beach's long term employee benefits cost saving strategy, the Gehring Group guided the City through the RFP/ITN design, evaluation, selection and implementation of our Employee Health Center. In 2016 they provided the same assistance for our entire benefits offerings; medical, dental, vision, life/LTD and voluntary benefits which included, as part of the long term benefits strategy a move to a "self-funded" medical plan. Our Gehring Group team was involved in every aspect of the process through the finalist presentations, provider interviews, and educating our employees on the benefits, inclusive of our health center.

The City also utilizes the Gehring Group's online enrollment system-BenTek. The system is focused on the end user and the ability to use the system from anywhere. Reducing the number of employee meetings, employee absenteeism and enhancing the employee benefit experience by the inclusion of family members.

With the help of the Gehring Group, I am pleased to share survey results for the last year for our new employees.

- Benefits offered were important in deciding to accept employment with the City of WPB. Yes – 94.5%, No = 5.5%
- Compared to previous employer, I rate the City's level of benefits as. Better – 73.5%, About the same – 24.1%, Poorer – 2.5%.

The City has great confidence with the Gehring Group and their ability to problem solve and bring forth ideas that help the City to be a sought after leader in employment. The survey results confirm the importance of benefits in attracting, retaining top talent and confirm the excellent service and relationship the City has with the Gehring Group.

401 CLEMATIS STREET
P.O. BOX 3366
WEST PALM BEACH, FL 33402
561.494.1000

I am pleased to recommend the Gehring Group to any organization for employee benefits, onsite employee health centers and an online enrollment system.

Sincerely,

Patricia Brosamer

Patricia Brosamer, CBP, CCP
HRIS & Benefits Manager
City of West Palm Beach

PALM BEACH COUNTY
SHERIFF'S OFFICE
RIC L. BRADSHAW, SHERIFF

November 15, 2016

Ladies & Gentlemen:

The Palm Beach County Sheriff's Office has enjoyed a long relationship with the Gehring Group, as they have been our Agent of Record for Employee Benefits for over 20 years. During this extensive period of service, Gehring Group has provided outstanding service to our organization. They are highly regarded by me and my staff and have been a source of unqualified support and expertise to us throughout the years.

It is with pleasure that I recommend Gehring Group to other organizations. Please do not hesitate to call for further information.

Sincerely,

Ric L. Bradshaw
Sheriff

3228 Gun Club Road ▪ West Palm Beach, Florida 33406-3001 ▪ (561) 688-3021 ▪ Email: BradshawR@pbso.org

SCHOOL BOARD OF MARTIN COUNTY, FLORIDA
Risk & Employee Benefits Department

500 East Ocean Boulevard
Stuart, Florida 34994

Telephone: (772) 219-1200 Ext. 30206
FAX: (772) 219-1226

Donald G. White III ARM-P, CPCU
Coordinator of Risk & Employee Benefits

November 14, 2016

RE: Gehring Group Insurance Brokers & Consultants

To Whom It May Concern:

Please accept this letter of reference as a formal recommendation in support of the Gehring Group. The Martin County School Board has contracted with the Gehring Group for more than eleven years to assist in obtaining, maintaining and administering a wide range of employee benefits, most notably our medical insurance.

The Martin County School Board has a fully insured program, including medical, dental, vision, and life insurance, as well as long-term and short-term disability insurance, an employee assistance program, flexible spending accounts, and other supplemental insurance. The Gehring Group has provided us with skilled, accurate and timely benefit analysis, obtained quotes, suggested benefit design changes, and consulted with us on numerous regulatory and administrative matters.

It is my profound pleasure to work with both, Ms. Anna Maria Studley, a senior benefits consultant with the firm, and her account team. Their dedication to our school district is strong, the relationships are sincere, and the technical support is outstanding.

Contact me anytime if I can be of further assistance to you.

Sincerely,

Donald White
Coordinator of Risk and Employee Benefits

Laurie J. Gaylord, Superintendent

School Board Members: Michael DiTerlizzi – Tina McSoley - Rebecca Negron - Marsha Powers – Christia Li Roberts

"An Equal Opportunity Agency"

Administrative Services
65 Stone Street I Cocoa, FL 32922
Phone: (321) 433-8665

April 6, 2015

To Whom It May Concern:

I am writing to recommend the Gehring Group as a resource in implementing your Employee Health Center. The City of Cocoa has used Gehring since 2012 as our City's benefit broker and they have been instrumental in reducing and maintaining our overall insurance costs.

Last year, with Gehring's great support, we were able to launch our Employee Health Center to all employees and retirees on our health plan. Gehring wrote the Request for Proposal (RFP); provided an extensive review and analysis of each proposal; and assisted step-by-step with the selection and implementation of our new Health Center. This was all completed under intense deadlines and within budget. Without Gehring's support, our Health Center project would not have been a success. Their extensive knowledge and attention to detail on health centers put our worries at ease.

I feel confident in recommending Gehring for their benefit broker services. If you have any further questions, please do not hesitate to contact me.

Sincerely,

Tammy B. Gemmati

Tammy B. Gemmati
Administrative Services Director
City of Cocoa
tgemmati@cocoafl.org

City of Naples
HUMAN RESOURCES
TELEPHONE (239) 213-1810 • FACSIMILE (239) 213-1845
735 EIGHTH STREET SOUTH • NAPLES, FLORIDA 34102-6796

To Whom It May Concern:

In 2010 the City of Naples contracted with the Gehring Group for brokerage and consulting services related to the City's employee benefit program. We have enjoyed a mutually beneficial relationship since that time. The Gehring Group has assisted the City in making significant plan design changes including the implementation of a high deductible plan and phase out/elimination of our low deductible/high cost plan. In addition, Gehring provides monthly financial analysis and has been instrumental in assisting the City with navigation and compliance of the Affordable Care Act.

In addition, the City uses BenTek for benefit administration and enrollment. Paperless enrollment has really helped us to manage the employee benefits process making it easier, more efficient, more secure and less time consuming. The user friendly program enables employees to go online and enter their own enrollment data. The data is then transmitted directly to the insurance carriers which eliminates data entry errors. In addition, the BenTek team is extremely knowledgeable and helpful. Customer service is top priority. Their dedicated team has been there every step of the way from implementation to training to daily support. With the help of BenTek we have streamlined our benefit enrollment and benefit administration process.

Please do not hesitate to contact me at (239) 213-1833 if I can be of any further assistance.

Sincerely,

Lori McCullers

Lori P. McCullers
Risk Manager

City of Stuart

121 SW Flagler Avenue * Stuart * Florida 34994-2139
Human Resources Department
Telephone: (772) 288-5322
FAX: (772) 600-1226
www.cityofstuart.us

Linda J. Toppi, M.S, PHR, PPP, Director
Email address: ltoppi@ci.stuart.fl.us

April 1, 2015

To Whom it May Concern:

I am pleased to recommend the Gehring Group for all services pertaining to employee benefits and on-site health clinic consulting services.

The City of Stuart has utilized the Gehring Group to administer all professional service aspects of our group health benefit program to include open enrollment, provider negotiation services, reporting and cost analysis, employee wellness initiatives, and consulting and facilitation of our employee health clinic.

Three years ago we called upon the professional expertise of the Gehring Group for the endeavor to set up an on-site employee health clinic. Due to the small size of our organization, less than 300 employees, Gehring was able to arrange for the City to partner with other local entities to establish an employee health clinic in a cost sharing agreement. This innovative solution maximized our cost savings on the front end by sharing expenses among three entities. We have been most pleased to report to our Commission a reduction in healthcare costs each subsequent year by this arrangement.

We have found our working relationship with the Gehring Group most beneficial on many levels in the administration our employee group health programs. I highly recommend their expert consulting services. Please feel free to contact me directly if you require additional information.

Sincerely,

Linda Toppi

Linda Toppi

THOMAS M. KNIGHT, SHERIFF
SARASOTA COUNTY SHERIFF'S OFFICE
Post Office Box 4115
Sarasota, Florida 34230-4115
Telephone (941) 861-5800
Fax (941) 861-4039
www.sarasotasheriff.org

October 14, 2010

Mr. Kurt Gehring, President
Gehring Group Professional Services
11505 Fairchild Gardens Avenue
Suite 202
Palm Beach Gardens, FL 33410

Dear Mr. Gehring,

The process of branching out and doing something that is outside of ones expertise and comfort zone is a difficult undertaking. We carefully selected you as our broker and I want you to know we are extremely pleased with the services you have provided.

On many occasions during this process you have dropped everything and came to our offices or answered our telephone calls and emails. While we as a staff did not possess the expertise to ask the questions and examine the data, you did. I am confident in saying that had we not engaged your firm to examine the costs imposed on us by county government we would not have reached the resolution that we did. While there may be more savings to be had, the agreement we have come to with county staff guarantees our employees will see real savings in their pockets in 2011. This could not have been accomplished without the help of your dedicated staff.

I have asked Major Kurt Hoffman and Captain Paul Marshall to remain in contact with your group because I firmly believe that this issue will remain one that requires constant examination. During recent meetings in Tallahassee, Major Hoffman was contacted by several majors and undersheriffs from various agencies inquiring as to how we initiated this process. I have instructed him to share with them your RFP for broker services in the hopes that they may avail themselves of your services.

If you have any current projects that you wish to list the Sarasota County Sheriff's Office as a reference, you have my express permission to do so. Please accept this letter with my humble appreciation for what you did for us and may do for us again in the future.

Sincerely,

Thomas M. Knight, Sheriff
Sarasota County, Florida

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/5/2018

REQUESTED ACTION BY COMMISSION:
PROPOSED RESOLUTION NO. R18-076 - Adopting the City's Local Housing Assistance Plan (LHAP) for Fiscal Years 2018/19, 2019/20, and 2020/21. Plan approval is for the continuation of the State Housing Initiatives Partnership (SHIP) Program.

EXPLANATION OF REQUEST: In accordance with Florida Statutes Chapter 420, dedicated revenues resulting from the William E. Sadowski Affordable Housing Act are distributed to various municipalities that are "entitled" communities in an effort to assist with the production of affordable housing. The current Plan is a continuation of the Plan which was initially established in 1997 with input from Planning staff and entities involved with the housing industry, and is consistent with the housing element of the City of Boynton Beach Comprehensive Plan.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? SHIP grant funds play a major part in the City's continuing effort to provide decent, affordable housing and improvement of the existing older housing stock in depressed neighborhoods in the CDBG target area and some deteriorating housing citywide.

FISCAL IMPACT: Funds allocated for the 2018/19 Fiscal Year are approximately $98,000. However this amount is contingent upon the approved state budget and the actual collections generated from doc stamps.

ALTERNATIVES: Not to adopt the plan and receive funds, and fund the City's housing programs from the general fund.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? Yes

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution adopting the City's Local Housing Assistance Plan
Addendum	Local Housing Assistance Plan (LHAP) 2018/2021

RESOLUTION R18-_____

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, ADOPTING THE LOCAL HOUSING ASSISTANCE PLAN (LHAP), FOR STATE FISCAL YEARS 2018/19, 2019/20, 2020/21, FOR THE CONTINUATION OF THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Florida Statutes Chapter 420, dedicated revenues resulting from the William E. Sadowski Affordable Housing Act are distributed to various municipalities that are "entitled" communities to assist with affordable housing efforts; and

WHEREAS, The Plan (attached hereto and made a part hereof) was initially established in 1997 with input from citizens directly involved in the housing industry, and is consistent with the housing element of the City's Comprehensive Plan; and

WHEREAS, upon the recommendation of staff, the City Commission deems it to be in the best interests of the citizens and residents of the City of Boynton Beach to adopt the City's Local Housing Assistance Plan (LHAP) for State Fiscal Years 2018/19, 2019/20 and 2020/21.

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

Section 1. The foregoing "Whereas" clauses are true and correct and are hereby ratified and confirmed by the City Commission.

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby adopts the City's Local Housing Assistance Plan (LHAP) for State Fiscal Years 2018/19, 2019/20, and 2020/21, for the continuation of the State Housing Initiatives Partnership

(SHIP) Program.

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)

Florida Housing

City of Boynton Beach

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2018-2019, 2019-2020, 2020-2021

Department of Development – Community Development Division

Octavia S. Sherrod, Community Improvement Manager

Lashea Brooks, Community Improvement Specialist

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A. Administrative Budget for each fiscal year covered in the Plan B. Timeline for Estimated Encumbrance and Expenditure C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan D. Signed LHAP Certification E. Signed, dated, witnessed or attested adopting resolution F. Program Information Sheet	

I. Program Details:

A. Name of the participating local government: City of Boynton Beach

Is there an Interlocal Agreement: Yes _____ No X

If "Yes", name local government(s) in the Interlocal Agreement:

_____

B. Purpose of the program:
   1. To meet the housing needs of the very low, low and moderate income households;
   2. To expand production of and preserve affordable housing; and
   3. To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan:
   2018-2019
   2019-2020
   2020-2021

D. Governance:
The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must comply with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership:
The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging:
The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input:
Public input was solicited through face-to-face meetings with housing providers, social

service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach:
SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities:
A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Applicants on the waiting list will be notified of their status. The list will be maintained in an order that is consistent with the time applications were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding described/listed here apply to all strategies unless otherwise stated in the strategy:
Order of Ranking Priority:

1. Special Needs Households
   a. Very low
   b. Low
   c. Moderate
2. Essential Services Personnel
   a. Very low
   b. Low
   c. Moderate

J. Discrimination :
In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. Support Services and Counseling:
Support services are available from various sources. Available support services may include but are not limited to Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.

L. Purchase Price Limits:
The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be calculated for any 12-month period beginning no earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not

exceed 90% of the median area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:
__X__ U.S. Treasury Department
_____ Local HFA Numbers

M. Income Limits, Rent Limits and Affordability:
The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. Welfare Transition Program:
Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. Monitoring and First Right of Refusal:
In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments, shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. Administrative Budget: A line-item budget of proposed Administrative Expenditure is attached as Exhibit A.

The City of Boynton Beach finds that the moneys deposited in the local housing assistance trust fund shall be used to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: *"A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."*
Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: *"The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.*

Q. Program Administration:
Administration of the local housing assistance plan will be wholly performed and maintained by the City of Boynton.

R. Project Delivery Costs:

S. Essential Service Personnel Definition:
Define in accordance with Rule Chapter 67-37.002(8) F.A.C. and Chapter 67-37.005(8), F.A.C. and Section 420.9075(3)(a) FS.

The City of Boynton Beach defines Essential Service Personnel as persons in need of affordable housing whose income does not exceeds 120% of Area Median Income (AMI) of Palm Beach County and are employed in the following areas:

Educators in K-12, other school district, community college and university employees, Active Military, National Guards stationed in Palm Beach County, police and fire services personnel, health care personnel, other public services, childcare services, retail and wholesale services, and skilled building trade industry personnel.

T. Describe efforts to incorporate Green Building and Energy Saving products and processes:
The City of Boynton Beach evaluates all properties in order to pursue assistance with improvements and/or funding to replace depleted assets. The City will continue its efforts to use Energy Star and/or energy efficient products for the following components:

- Windows and doors
- Roofing materials
- Central Air/Heating Units, with a minimum 16 SEER

- Programmable Thermostats
- Insulation, with an upgrade to R-30
- Hot Water Heaters
- Water conservation utilizing "Water Sense" Technology
    - Toilets
    - Showerheads
    - Faucet aerators
- Hurricane Shutters

The City implemented a Green Building Program, which established procedures and incentives for the implementation of green building standard Chapter Two, Article One Overview, of the City's Land Development Regulations by Ordinance 11.014. This effort demonstrates the City of Boynton commitment to a green building program.

U. Describe efforts to meet the 20% Special Needs set-aside:
A minimum of 20% of the City of Boynton Beach State Housing Initiative Partnership (SHIP) fund allocation will be set aside to serve persons with special needs as define in FL Statue 420.0004. Person with developmental disabilities will have first priority. American Disabilities Act (ADA) accessibility measures to include bathroom accommodation i.e. fixtures, toilets, showers and grab bars; wheelchair ramps; door widening; kitchen accommodations and accessibility from the outside of the home.

V. Describe efforts to reduce homelessness:
The City of Boynton Beach continues to collaborate with The Homelessness and Housing Alliance (HHA) of Palm Beach County (formerly the Continuum of Care) in its efforts to deliver comprehensive and coordinated continuum of services to homeless individuals and families in Palm Beach County. Components of HHA include homeless prevention, outreach and assessment, emergency shelter, transitional housing, supportive services, permanent housing and permanent supportive housing.

Section II. LHAP Strategies:

A. Purchase Assistance with Rehab	Code 1

a. Summary of Strategy:
This strategy will award deferred interest loans to assist eligible first-time homebuyers with the purchase of existing or newly constructed (with a Certificate of Occupancy) eligible affordable housing. The deferred interest loan will provide "GAP" financing for first mortgages to ensure affordable monthly payments.

Eligible costs under this strategy may include but are not limited to down payment and closing costs, and principal reduction costs for new construction. Eligible costs

under this strategy may include but are not limited to down payment and closing costs on the first mortgage and repairs needed to make the unit habitable.

Eligible properties include existing homes which need rehabilitation. Rehabilitation is defined as the repairs or improvements needed for safe and sanitary habitation, and/or correction of substantial code violations

b. Fiscal Years Covered 2018-2019, 2019-2020, and 2020-2021

c. Income Categories to be served:

Extremely Low, Very Low Income, Low Income, Moderate Income

d. Maximum award:

Extremely Low/Very Low	$75,000.00
Low	$60,000.00
Moderate	$20,000.00

e. Terms:

1. Repayment loan/deferred loan/grant:

Deferred Interest Loan secured by a recorded mortgage and note.

2. Interest Rate:

0%

3. Years in loan term:

Fifteen years (15)

4. Forgiveness: Pro rata rate over 15 years (15)

If no default occurs, the deferred interest loan will be forgiven at a pro rata rate over a period of fifteen (15) years.

5. Repayment:

No payment as long as the loan is good standing and no default occurs.

6. Default:

The loan is in default if any of the following occurs during the fifteen (15) year loan period: sale, transfer, or conveyance of property; conversion to a rental property, vacating of property, loss of homestead exemption status; failure to occupy the home as primary residence, refinancing with cash out or debt consolidation, or subject to a Reverse Mortgage. If any of these occur, the outstanding balance of the deferred interest loan is due and

payable to the City of Boynton Beach.

In cases where the qualifying homeowner(s) die during the loan term, an income eligible heir who will occupy the home as a primary residence may assume the loan. If the legal heir is not income eligible, chooses not to occupy the home, or the house is sold, transferred, or refinanced, the outstanding balance of the loan will be due and payable to the City of Boynton Beach. Income eligible heir must execute Mortgage and Promissory Note. The Mortgage will be recorded in the public records of Palm Beach County.

In the event where failure of payment to the superior mortgage lien holder which leads foreclosure and/or loss of property, the City may foreclose and take legal actions to recover the secured mortgage funds.

f. Recipient Selection Criteria:

Applicant(s) will be selected on a first-qualified, first-served basis with priorities give to income groups described in Section I (I) of this plan.

g. Sponsor/Developer Selection Criteria: Not Applicable

h. Additional Information:

Applicant must secure a first mortgage by an approved lender.

All first mortgages must be a fixed rate loan product.

The household assisted must be income qualified. Annual income will be determined as defined in 24 CFR 5.609.

Applicant(s) are required to provide all documentation requested for income, eligibility, and qualification determination. SHIP staff will obtain third party verification of income, employment, and assets. Ineligible applicant(s) will be notified in writing for reason of ineligibility and that they may reapply for SHIP assistance six (6) months from the date of the letter.

Applicants must attend a 6 hours Homebuyer Education class from a HUD-approved housing counseling agency prior to loan closing.

Eligible properties include the purchase of existing single-family homes, townhouses, villas and condominiums. Mobile homes are ineligible.

Eligible property must be located within the City limit of Boynton Beach.

Applicant(s) must be first time homebuyers, defined as an individual and/or his or her spouse who has not owned a house within the past three (3) years prior to

applying for assistance, including displaced homeowners due to divorce, (unless the displaced homeowner was, the parent awarded custody and/or provides the primary residence of minor child/children).

Applicant(s) may not currently have monetary assets exceeding $25,000 (gifts included in the asset calculation). If the applicant has funds that exceed the $25,000 maximum and is income certified, he/she must commit one third (1/3) of the of cash on hand over the maximum allowable to be used in addition to the amount of assistance provided. The exception to this would be if the applicant has funds in a retirement fund accessible only by termination or retirement.
Applicant(s) will be responsible for a minimum of three percent (3%) of their own funds towards down payment/closing costs, and/or the financial institution's processing fee and the first year's premium of homeowner's insurance. Gifts, Seller Contributions, Lender and /or Non-Profits Contributions cannot be counted towards 3%.

Applicant(s) must not own any other residence unless it is being replaced with the construction of a new home though the SHIP Program.

Property must meet City of Boynton minimum housing quality standards and be inspected and approved by Community Improvement Division Construction Coordinator.

Subordination of the SHIP program loan will not be approved for a purpose other than refinance debt that was secured by the subject property prior to or of the same date of the SHIP program loan.

The City of Boynton Beach will only allow One (1) subordination approval during the term of the SHIP program loan.

The City of Boynton Beach reserves the right to deny any subordination request it deems not in its' or the homeowners best interest. The authority to approve subordinate requests or exceptions to the Subordination Policy will rest the City Manager or his/her designee.

Energy efficiency and green housing related repairs shall be encouraged. Repairs shall also be guided by the minimum building code which is the 2014 Florida Building Code Residential.

D. Purchase Assistance without Rehab	Code 2

a. Summary of Strategy:
This strategy will award loans to assist extremely-low, very-low, low, and

moderate-income homebuyers with the purchase of a home and will provide "GAP" financing for first mortgages to ensure affordable monthly payments. Eligible costs under this strategy may include but are not limited to down payment and closing costs on the first mortgage and repairs needed to make the unit habitable. Eligible properties include existing homes which need rehabilitation. Rehabilitation is defined as the repairs or improvements needed for safe and sanitary habitation, and/or correction of substantial code violations

b. Fiscal Years Covered: 2018-2019, 2019-2020, 2020-2021

c. Income Categories to be served:

Extremely Low, Very Low Income, Low Income, Moderate Income

d. Maximum award:

Extremely Low/Very Low	$60,000.00
Low	$60,000.00
Moderate	$10,000.00

e. Terms:

1. Repayment loan/deferred loan/grant:

   Deferred Interest repayment loan

2. Interest Rate:

   0%

3. Years in loan term:

   Fifteen years (15)

4. Forgiveness: Pro rata rate over 15 years (15)

   If no default occurs, the deferred interest loan will be forgiven at a pro rata rate over a period of fifteen (15) years.

5. Repayment:

6. No payment as long as the loan is good standing and no default occurs.

7. Default:

   The loan is in default if any of the following occurs during the fifteen (15) year loan period: sale, transfer, or conveyance of property; conversion to a rental property, vacating of property, loss of homestead exemption status; failure to occupy the home as primary residence, refinancing with cash out or debt consolidation, or subject to a Reverse Mortgage. If any of these occur, the outstanding balance of the deferred interest loan is due and

payable to the City of Boynton Beach.

In cases where the qualifying homeowner(s) die during the loan term, an income eligible heir who will occupy the home as a primary residence may assume the loan. If the legal heir is not income eligible, chooses not to occupy the home, or the house is sold, transferred, or refinanced, the outstanding balance of the loan will be due and payable to the City of Boynton Beach. Income eligible heir must execute Mortgage and Promissory Note. The Mortgage will be recorded in the public records of Palm Beach County.

In the event where failure of payment to the superior mortgage lien holder which leads foreclosure and/or loss of property, the City may foreclose and take legal actions to recover the secured mortgage funds.

f. Recipient Selection Criteria:

Applicant(s) will be selected on a first-qualified, first-served basis with priorities give to income groups described in Section I (I) of this plan.

g. Sponsor/Developer Selection Criteria: Not Applicable

h. Additional Information:

Applicant must secure a first mortgage by an approved lender.

All first mortgages must be a fixed rate loan product.

The household assisted must be income qualified. Annual income will be determined as defined in 24 CFR 5.609. Applicant(s) are required to provide all documentation requested for income, eligibility, and qualification determination. SHIP staff will obtain third party verification of income, employment, and assets. Ineligible applicant(s) will be notified in writing for reason of ineligibility and that they may reapply for SHIP assistance six (6) months from the date of the letter.

Applicants must attend a 6 hours Homebuyer Education class from a HUD-approved housing counseling agency prior to loan closing.

Eligible properties include the purchase of existing single-family homes, townhouses, villas and condominiums. Mobile homes are ineligible.

Eligible property must be located within the City limit of Boynton Beach.

Applicant(s) must be first time homebuyers, defined as an individual and/or his or her spouse who has not owned a house within the past three (3) years prior to applying for assistance, including displaced homeowners due to divorce, (unless the

displaced homeowner was, the parent awarded custody and/or provides the primary residence of minor child/children).

Applicant(s) may not currently have monetary assets exceeding $25,000 (gifts included in the asset calculation). If the applicant has funds that exceed the $25,000 maximum and is income certified, he/she must commit one third (1/3) of the of cash on hand over the maximum allowable to be used in addition to the amount of assistance provided. The exception to this would be if the applicant has funds in a retirement fund accessible only by termination or retirement.

Applicant(s) will be responsible for a minimum of three percent (3%) of their own funds towards down payment/closing costs, and/or the financial institution's processing fee and the first year's premium of homeowner's insurance. Gifts, Seller Contributions, Lender and /or Non-Profits Contributions cannot be counted towards 3%.

Applicant(s) must not own any other residence unless it is being replaced with the construction of a new home though the SHIP Program.

Property must meet City of Boynton minimum housing quality standards and be inspected and approved by Community Improvement Division Construction Coordinator.

Subordination of the SHIP program loan will not be approved for a purpose other than refinance debt that was secured by the subject property prior to or of the same date of the SHIP program loan.

The City of Boynton Beach will only allow One subordination approval during the term of the SHIP program loan.

The City of Boynton Beach reserves the right to deny any subordination request it deems not in its' or the homeowners best interest. The authority to approve subordinate requests or exceptions to the Subordination Policy will rest the City Manager or his/her designee.

C. Owner Occupied Rehabilitation	Code 3

a. Summary of Strategy:
This strategy will award loans to assist Owner Occupied homeowners with needed repairs as defined by Chapter 67-37, Florida Administrative Code. The City of Boynton Beach passed a Community Appearance Code Ordinance in 1996. The result of stepped-up code enforcement has made rehabilitation a cost burden for many extremely low, very low, low and moderate income residents. Rehabilitation is defined as the repairs or improvements

needed for safe and sanitary habitation, and/or correction of substantial code violations. Repairs of an emergency nature, as determined by the City of Boynton Beach's Construction Coordinator, will be given priority. **Mobile homes and rental units** are not eligible for assistance in this strategy.

b. Fiscal Years Covered: 2018-2019, 2019-2020, 2020-2021

c. Income Categories to be served:

Extremely Low, Very Low, Low, **Moderate***

Moderate income residents will be considered only for code/safety related repairs.

d. Maximum award:

Extremely Low/Very Low	$50,000.00
Low	$50,000.00
Moderate	$20,000.00

e. Terms:

1. Repayment loan/deferred loan/grant:

   Deferred Interest repayment loan

2. Interest Rate:

   0 %

3. Years in loan term:

   Fifteen years (15)

4. Forgiveness:

   The deferred interest loan will be forgiven after 15 (fifteen) years if no default occurs.

5. Repayment:

   No payment as long as the loan is good standing and no default occurs.

6. Default:
   The loan is in default if any of the following occurs during the fifteen (15) year loan period: sale, transfer, or conveyance of property; conversion to a rental property, vacating of property, loss of homestead exemption status; failure to occupy the home as primary residence, refinancing with cash out or debt consolidation, or subject to a Reverse Mortgage. If any of these occur, the outstanding balance of the deferred interest loan is due and payable to the City of Boynton Beach.

In cases where the qualifying homeowner(s) die during the loan term, an income eligible heir who will occupy the home as a primary residence may assume the loan. If the legal heir is not income eligible, chooses not to occupy the home, or the house is sold, transferred, or refinanced, the outstanding balance of the loan will be due and payable to the City of Boynton Beach. Income eligible heir must execute Mortgage and Promissory Note. The Mortgage will be recorded in the public records of Palm Beach County.

In the event where failure of payment to the superior mortgage lien holder which leads foreclosure and/or loss of property, the City may foreclose and take legal actions to recover the secured mortgage funds.

f. Recipient Selection Criteria:

Applicant(s) will be selected on a first-qualified, first-served basis with priorities give to income groups described in Section I (I) of this plan.

g. Sponsor/Developer Selection Criteria: Not Applicable

h. Additional Information:

This program will address repairs for single family, owner-occupied detached houses.

Applicant(s) may not own any other residence; and must own, occupy, and homestead the home being rehabilitated for the duration of the deferred payment loan. All property taxes and mortgage payments must be current.

Eligible property must be located within the City limit of Boynton Beach.

Applicant(s) may submit a completed SHIP application to the City of Boynton Beach for determination of eligibility at any time.

The household assisted must be income qualified. Annual income will be determined as defined in 24 CFR 5.609.

Applicant(s) are required to provide all documentation requested for income, eligibility, and qualification determination. SHIP staff will obtain third party verification of income, employment, and assets. Ineligible applicant(s) will be notified in writing for reason of ineligibility and that they may reapply for SHIP assistance six (6) months from the date of the letter.

Applicant(s) are required to provide all documentation requested for income, eligibility, and qualification determination. If the applicant has funds that exceed

the $15,000 maximum and is income certified, he/she must commit one third (1/3) of his/her excess funds over the maximum allowable to be used in addition to the amount of assistance provided. The exception to this would be the applicant(s) that has funds in a retirement fund that can only be accessed by termination.

Applicant(s) are required to have property insurance.

Eligible repairs may include, but are not limited to cost of labor and materials for:

i. Installation and/or repairs of sanitary water and waste, disposal systems, together with related plumbing and fixtures, which meet local health department requirements
ii. Energy conservation measures such as installation of energy efficiency door and windows
iii. Repair or replacement of heating and/or cooling systems with high energy efficient 16 SEER or higher
iv. Electrical upgrading
v. Repair or provision for structural support and foundation
vi. Replacement of seriously deteriorated siding, porches, or stoops
vii. Alteration of the unit's interior or exterior to provide greater accessibility for any family member that may be physically impaired or have mobility problems
viii. Repair or replacement of roofing system
ix. Replacement housing to provide GAP financing to the following households of extremely low, very low, and low incomes; with priority given to the elderly (62+), and/or medically/physically impaired homeowners in these income categories, residing in homes deemed not viable for rehabilitation. Demolition of existing property, construction cost of replacement home on the same lot or new location selected by the City of Boynton Beach, and/or the purchase of an existing home.

Energy efficiency and green housing related repairs shall be encouraged. Repairs shall also be guided by the minimum building code which is the 2014 Florida Building Code Residential.

Subordination of the SHIP program loan will not be approved for a purpose other than refinance debt that was secured by the subject property prior to or of the same date of the SHIP program loan.

The City of Boynton Beach will only allow One subordination approval during the term of the SHIP program loan.

The City of Boynton Beach reserves the right to deny any subordination request it deems not in its' or the homeowners best interest. The authority to approve subordinate requests or exceptions to the Subordination Policy will rest the City Manager or his/her designee.

D. Disaster Repair/Mitigation	Code 5

a. Summary of Strategy:

Disaster Repair: In the event of a disaster declared by Executive Order, SHIP funds that have not been encumbered will be used to leverage available federal and state funds to provide assistance to income eligible households for the purpose of repairing eligible housing, providing assistance with insurance deductibles, and obtaining short term temporary housing.

Mobile homes and rental units are not eligible for repair assistance in this strategy; however the residents of these units may be eligible for assistance for short-term temporary housing.

Disaster Mitigation: This program is designed to assist homeowners secure and protect their property against hurricane force winds. The funds will assist the homeowner with the purchase of hurricane shutters and impact rated doors. Accordion shutters will be installed on the property.

b. Fiscal Years Covered 2018-2019, 2019-2020, 2020-2021

c. Income Categories to be served:

Extremely Low Income
Very Low and Low Income
Moderate-Income

d. Maximum award: $10,000.00

e. Terms:

1. Repayment loan/deferred loan/grant:

Disaster Repair: The SHIP funds are provided in the form of a grant, not requiring households to repay funds used for disaster relief. In the event the City Of Boynton Beach Receives reimbursement from federal or state sources, such repaid funds will be utilized in accordance with the approved Housing Assistance Plan in effect at the time funds are disbursed.

Disaster Mitigation: There are no monthly payments associated with this loan. The 0% interest deferred loan will be forgiven proportionally each year over a ten (10) year period, at the conclusion of which the debt will be satisfied. If at any time during the ten year period the property is sold, refinanced, rented or ceases to be owner-occupied, which does not constitute default, the loan recipient shall pay to the City the remaining

balance of the loan. Recipients must execute a Promissory Note and Mortgage. The Mortgage will be recorded in the public records of Palm Beach County.

2. Interest Rate: 0%
3. Years in loan term: Ten (10) years
4. Forgiveness:

   The loan will be forgiven proportionally each year over a ten (10) year period, at the conclusion of which the debt will be satisfied.

5. Repayment:

   No payment as long as the loan is good standing and no default occurs.

6. Default:

   If at any time during the ten year period the property is sold, refinanced, rented or ceases to be owner-occupied (including Reverse Mortgages).

f. Recipient Selection Criteria:

Applicant(s) will be selected on a first-qualified, first-served basis with priorities give to income groups described in Section I (I) of this plan.

g. Sponsor/Developer Selection Criteria: Not Applicable

h. Additional Information:

Applicant(s) may not own any other residence; and must own, occupy, and homestead the home being rehabilitated for the duration of the deferred payment loan.

Eligible property must be located within the City limit of Boynton Beach.

Applicant(s) may submit a completed SHIP application to the City of Boynton Beach for determination of eligibility at any time.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**
Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy:
The Department of Development has been responsible for processing and facilitating affordable housing projects. The Community Improvement and Plan Review staff will oversee the projects certified as "affordable" through the review process in an effort to make sure that they are processed with three to five (3-5) days. This division will be the developer's point of contact for all questions concerning the review process. The Plan Review Administrator will be responsible for expediting the building permitting process for affordable housing projects. He has designated individuals who have successfully guided and given these projects top priority. Staff will continue to obtain training in affordable housing development.

B. Name of the Strategy: **Ongoing Review Process**
An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Provide a description of the procedures used to implement this strategy:
The Department of Development's various divisions, particularly the Community Improvement Division, will review all policies, procedures, ordinances, regulations, and plan provisions to determine what effects if any they may have on the cost of producing affordable units prior to their passage. The City Manager will disperse all information concerning ordinances in sufficient time needed to evaluate and comment on any impact it may have on affordable housing.

The Community Improvement Division maintains maps of the current inventory of all vacant land including those properties owned by the City of Boynton Beach and Palm Beach County within the target area. The City funds land acquisition in an effort to acquire land for potential pre-qualified homebuyers. This effort has resulted in considerable cost saving in the production of affordable units.

IV. EXHIBITS:

A. Administrative Budget for each fiscal year covered in the Plan.

B. Timeline for Estimated Encumbrance and Expenditure.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

D. Signed LHAP Certification.

E. Signed, dated, witnessed or attested adopting resolution.

F. Program Information Sheet

ADMINISTRATIVE BUDGET FOR EACH FISCAL YEAR

City of Boynton Beach

Fiscal Year 2018/2019			
Estimated Allocation for Calculating	$	**98,691.00**	
Salaries and Benefits	$	9,100.00	
Office Supplies and Equipment	$	169.00	
Travel Perdiem Workshops, etc	$	300.00	
Advertising	$	300.00	
Other	$	-	
TOTAL	**$**	**9,869.00**	10%

Fiscal Year 2019/2020			
Estimated Allocation for Calculating	$	**98,691.00**	
Salaries and Benefits	$	9,100.00	
Office Supplies and Equipment	$	169.00	
Travel Perdiem Workshops, etc	$	300.00	
Advertising	$	300.00	
Other	$	-	
TOTAL	**$**	**9,869.00**	10%

Fiscal Year 2020/2021			
Estimated Allocation for Calculating	$	**98,691.00**	
Salaries and Benefits	$	9,100.00	
Office Supplies and Equipment	$	169.00	
Travel Perdiem Workshops, etc	$	300.00	
Advertising	$	300.00	
Other	$	-	
TOTAL	**$**	**9,869.00**	10%

July 1, 2018

Exhibit B
Timeline for SHIP Expenditures

City of Boynton Beach affirms that funds allocated for these fiscal years will meet the following deadlines:

Fiscal Year	Encumbered	Expended	1st Year AR	2nd Year AR	Closeout AR
2018-2019	6/30/2020	6/30/2021	9/15/2019	9/15/2020	9/15/2021
2019-2020	6/30/2021	6/30/2022	9/15/2020	9/15/2021	9/15/2022
2020-2021	6/30/2022	6/30/2023	9/15/2021	9/15/2022	9/15/2023

If funds allocated for these fiscal years are not anticipated to meet any of the deadlines in the table above, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Encumbered	Funds Not Expended	1st Year AR Not Submitted	2nd Year AR Not Submitted	Closeout AR Not Submitted
2018-2019	3/30/2020	3/30/2021	6/15/2019	6/15/2020	6/15/2021
2019-2020	3/30/2021	3/30/2022	6/15/2020	6/15/2021	6/15/2022
2020-2021	3/30/2022	3/30/2023	6/15/2021	6/15/2022	6/15/2023

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and terry.auringer@floridahousing.org and include:

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email terry.auringer@floridahousing.org when you are ready to "submit" the AR.

Other Key Deadlines:

AHAC reports are due for each local government the same year as the local government's LHAP being submitted. Local governments receiving the minimum or less allocation are not required to report.

EXHIBIT "C" 2018

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2018-2019

Please check applicable box

New Plan:	X
Amendment:	
Fiscal Yr. Closeout:	

Name of Local Government: City of Boynton Beach

Allocation: $98,691.00

Strategy #		HOME OWNERSHIP	VLI	Max. SHIP	LI	Max. SHIP	MI	Max. SHIP	A	B	C	D	E	F
From Plan Text	Code	STRATEGIES (strategy title must be same as the title used in plan text.	Units	Award	Units	Award	Units	Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
A	1	Purchse Assistance with Rehabiltation	0	$75,000	0	$75,000	0	$20,000				$0.00	0.00%	0
B	2	Purchse Assistance Without Rehabiltation	0	$60,000	0	$60,000	0	$10,000				$0.00	0.00%	0
C	3	Owner Occupied Rehabilitation	1	$50,000	1	$50,000	0	$20,000		$88,822.00		$88,822.00	90.00%	2
D	5	Disacter Repair/ Mitigation	0	$10,000	0	$10,000	1	$10,000				$0.00	0.00%	
												$0.00	0.00%	0
												$0.00	0.00%	0
												$0.00	0.00%	0
												$0.00	0.00%	0
		Subtotal 1 (Home Ownership)	1		1		1		$0.00	$88,822.00	$0.00	$88,822.00	90.00%	2

		RENTAL STRATEGIES	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
		NA										$0.00	0.00%	0
												$0.00	0.00%	0
												$0.00	0.00%	0
												$0.00	0.00%	0
												$0.00	0.00%	0
		Subtotal 2 (Non-Home Ownershi	0		0		0		$0.00	$0.00	$0.00	$0.00	0.00%	0
		Administration Fees										$9,869.00	10.00%	
		Admin. From Program Income											0.00%	
		Home Ownership Counseling											0.00%	
		GRAND TOTAL												
		Add Subtotals 1 & 2, plus all Adr	1		1		1		$0.00	$88,822.00	$0.00	$98,691.00	100.00%	2
		Percentage Construction/Rel	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.									90%		
		Maximum Allowable Purchase Price:							New		Existing			

Allocation Breakdown	Amount	%
Very-Low Income	$50,000.00	50.7%
Low Income	$38,822.00	39.3%
Moderate Income	$0.00	0.0%
TOTAL		90.0%

Projected Program Income:	
Projected Recaptured Funds:	
Distribution:	$98,691.00
Total Available Funds:	$98,691.00

Max Amount Program Income For Admi: $0.00

EXHIBIT "C" 2019

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2019-2020

Please check applicable box	
New Plan:	X
Amendment:	
Fiscal Yr. Closeout:	

Name of Local Government: City Of Boynton Beach **Estimated Funds:** $98,691.00

								A	B	C	D	E	F
Code	HOME OWNERSHIP STRATEGIES (strategy title must be same as the title used in plan text.)	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP 2019	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
1	Purchse Assistance with Rehabiltation	0	$75,000	0	$75,000	0	$20,000				$0.00	0.00%	0
2	Purchse Assistance Without Rehabiltation	0	$60,000	0	$60,000	0	$10,000				$0.00	0.00%	0
3	Owner Occupied Rehabilitation	1	$50,000	1	$50,000	0	$20,000		$88,822.00		$88,822.00	90.00%	2
5	Disacter Repair/ Mitigation	0	$10,000	0	$10,000	0	$10,000				$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
	Subtotal 1 (Home Ownership)	1		1		0		$0.00	$88,822.00	$0.00	$88,822.00	90.00%	2

	RENTAL STRATEGIES	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
	NA										$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
	Subtotal 2 (Non-Home Ownershi	0		0		0		$0.00	$0.00	$0.00	$0.00	0.00%	0
	Administration Fees										$9,869.00	10.00%	
	Admin. From Program Income											0.00%	
	Home Ownership Counseling											0.00%	
	GRAND TOTAL												
	Add Subtotals 1 & 2, plus all Ad	1		1		0		$0.00	$88,822.00	$0.00	$98,691.00	100.00%	2
	Percentage Construction/Re	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.									90%		
	Maximum Allowable Purchase Price:							New		Existing			

Allocation Breakdown	Amount	%
Very-Low Income	$50,000.00	50.7%
Low Income	$38,822.00	39.3%
Moderate Income	$0.00	0.0%
TOTAL		90.0%

Projected Program Income:		Max Amount Program Income For Admi	$0.00
Projected Recaptured Funds:			
Distribution:	$98,691.00		
Total Available Funds:	$98,691.00		

EXHIBIT "C" 2020

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2020-2021

Please check applicable box	
New Plan:	X
Amendment:	
Fiscal Yr. Closeout:	202

Name of Local Government: CITY OF BOYNTON BEACH

Estimated Funds: $98,691.00

Code	HOME OWNERSHIP STRATEGIES (strategy title must be same as the title used in plan text.	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	A New Construction SHIP Dollars	B Rehab/Repair SHIP Dollars	C Without Construction SHIP Dollars	D Total SHIP Dollars	E Total Percentage	F Total Units
A	Purchse Assistance with Rehabiltation	0	$75,000	0	$75,000	0	$20,000				$0.00	0.00%	0
B	Purchse Assistance Without Rehabiltation	0	$60,000	0	$60,000	0	$10,000				$0.00	0.00%	0
C	Owner Occupied Rehabilitation	1	$50,000	1	$50,000	0	$20,000		$88,822.00		$88,822.00	90.00%	2
D	Disacter Repair/ Mitigation	0	$10,000	0	$10,000	0	$10,000				$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
	Subtotal 1 (Home Ownership)	1		1		0		$0.00	$88,822.00	$0.00	$88,822.00	90.00%	2

	RENTAL STRATEGIES	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
											$0.00	0.00%	0
	Subtotal 2 (Non-Home Ownership)	0		0		0		$0.00	$0.00	$0.00	$0.00	0.00%	0
	Administration Fees										$9,869.00	10.00%	
	Admin. From Program Income											0.00%	
	Home Ownership Counseling											0.00%	
	GRAND TOTAL												
	Add Subtotals 1 & 2, plus all Adm	1		1		0		$0.00	$88,822.00	$0.00	$98,691.00	100.00%	2
	Percentage Construction/Reha	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.									90%		
	Maximum Allowable Purchase Price:							New		Existing			

Allocation Breakdown	Amount	%
Very-Low Income	$50,000.00	50.7%
Low Income	$38,822.00	39.3%
Moderate Income		0.0%
TOTAL		90.0%

Projected Program Income:		Max Amount Program Income For Admin	$0.00
Projected Recaptured Funds:			
Distribution:	$98,691.00		
Total Available Funds:	$98,691.00		

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: City of Boynton Beach

Certifies that:

(1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.

(2) All SHIP funds will be expended in a manner which will insure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.

(3) A process to determine eligibility and for selection of recipients for funds has been developed.

(4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.

(5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).

(6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.

(7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.

(8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.

(9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.

(10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

(11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink to the document shall be provided to Florida Housing by June 30 of the applicable year.

(12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.

(13) SHIP funds will not be pledged for debt service on bonds.

(14) Developers receiving assistance from both SHIP and the Low Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.

(16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.

(17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.

(18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

_____ _____

Witness Chief Elected Official or designee

_____ _____

Witness Type Name and Title

_____

Date

OR

_____

Attest:
(Seal)

Exhibit E
67-37.005(1), F.A.C.
[eff. date]

RESOLUTION #: _____

A RESOLUTION OF THE _____ COMMISSION OF THE _____ (Local Government) FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES;AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

* * * * * * * * * *

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *section 420.9075, F.S.* It is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of

up to $350,000 may use up to 10 percent of program income for administrative costs.

WHEREAS, the Economic and Community Development Department has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the City Commission finds that it is in the best interest of the public for the _____ (local government) to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

NOW THEREFORE, BE IT RESOLVED BY THE _____ OF THE _____, FLORIDA that:

Section 1: The _____ (commission or council) of the _____ (local government) hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years _____.

Section 2: The _____ (Chairman or Mayor or designee), is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, _____.

_____
Chairman or Mayor or designee

(SEAL)

ATTEST:

_____
City or County Clerk

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM

INFORMATION SHEET

LOCAL GOVRNMENT:	City of Boynton Beach
CHIEF ELECTED OFFICIAL:	Steven B. Grant, Mayor
ADDRESS:	100 East Boynton Beach Blvd., Boynton Beach, Florida 33435
SHIP ADMINISTRATOR:	Octavia S. Sherrod, Community Improvement Manager
ADDRESS:	100 East Boynton Beach Blvd., Boynton Beach, Florida 33435
TELEPHONE:	561-742-6066 FAX: 561-742-6089
EMAIL ADDRESS:	sherrod@bbfl.us
ALTERNATE SHIP CONTACT:	S. Lashea Brooks, Community Improvement Specialist
TELEPHONE:	561-742-6066 FAX: 561-742-6089
EMAIL ADDRESS:	brooksL@bbfl.us

LOCAL GOVERNMENT EMPLOYER FEDERAL IDENTIFICATION MUMBER: 59-6000282

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/5/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-077 - Authorize the Mayor to sign an Interlocal agreement between the City of Boynton Beach and the Boynton Beach CRA for funding associated with the NW 11th Avenue Street and Utility Improvements as part of the Model Block Project.

EXPLANATION OF REQUEST:
On May 8, 2018 the Boynton Beach CRA approved the interlocal between the City and CRA for funding associated with the NW 11th Avenue Street and Utility Improvements as part of the Model Block Project.

The City and CRA have been working together on property acquisitions, new single family ownership opportunities, pedestrian enhancements in addition to roadway and utility improvements within the Model Block Project (south of Poinciana Elementary School between NW 11th Avenue and NW 10th Avenue) since 2012.

The current project that the City awarded on May 22, 2018 was for roadway, utility and pedestrian improvements to be constructed on NW 11th avenue along with the required re-platting of existing lots owned by the CRA and City in order to create more buildable lots.

The ILA will provide funding up to $350,000 towards the Model Block Project in accordance with the CRA budget. The CRA will only reimburse eligible costs as covered by the ILA.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This ILA will provide funding towards the project, the current bid that was awarded was for $507,262.25, funding will be from this ILA with the CRA, Utility funds and the City's capital improvement fund.

FISCAL IMPACT: The ILA will provided funding towards the NW 11th Avenue Street and Utility Improvements that are estimated to cost $507,262.25.

ALTERNATIVES: Do not approve the ILA

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving ILA with CRA for funding of parts of the Model Block Project
Interlocal Agreement	ILA with CRA
Attachment	CRA Agenda item 5-8-18

RESOLUTION NO. R18-___

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR FUNDING ASSOCIATED WITH THE NW 11TH AVENUE STREET AND UTILITY IMPROVEMENTS AS PART OF THE MODEL BLOCK PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS; on May 8, 2018 the Boynton Beach CRA approved the Interlocal Agreement between the City and the CRA for funding associated with the NW 11th Avenue Street and Utility Improvements as part of the Model Block Project; and

WHEREAS, the City and the CRA have been working together on property acquisitions, new single family ownership opportunities, pedestrian enhancements in addition to roadway and utility improvements within the Model Block Project since 2012; and

WHEREAS, the Interlocal Agreement will provide funding up to $350,000.00 towards the Model Block Project in accordance with the CRA budget and the CRA will only reimburse eligible costs as covered by the ILA.

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

Section 1. Each Whereas clause set forth above is true and correct and incorporated herein by this reference.

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and authorize the Mayor to sign the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for CRA funding associated

with the NW 11th Avenue Street and Utility Improvements as part of the Model Block Project, a copy of said Interlocal Agreement is attached hereto as Exhibit "A".

Section 3. That 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

(City Seal)

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FUNDING OF CERTAIN PORTIONS OF THE MODEL BLOCK PROJECT

THIS AGREEMENT is made this _____ day of _____, 2018, by and between the **CITY OF BOYNTON BEACH**, a Florida Municipal Corporation, ("CITY"), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**, ("CRA") (individually and collectively, the "Party" or "Parties").

WITNESSETH:

WHEREAS, the 2016 Boynton Beach Community Redevelopment Plan ("Plan") calls for the redevelopment of the Heart of Boynton District as described in the Plan; and

WHEREAS, the CITY and the CRA desire to provide funding for a streetscape project known as the Model Block Project ("Project"), which falls within the CRA boundaries, and more specifically, in the Heart of Boynton District; and

WHEREAS, the Project is intended to improve the public rights-of-ways in the area of NW 11th Avenue, west of Seacrest Boulevard in the CITY of Boynton Beach, as more specifically described in Exhibit A ("Project Scope"); and

WHEREAS, the Project will help prevent and eliminate slum and blight within the Redevelopment Area in accordance with the Plan; and

WHEREAS, the CRA desires to assist the CITY with the acquisition of property and infrastructure improvements that are necessary for the Project; and

WHEREAS, the CRA Board finds that this Agreement, and the use of the CRA's funds is consistent with the CRA's Redevelopment Plan, and Chapter 163, Florida Statutes; and

WHEREAS, due to the intended elimination of slum and blighted conditions, and the beneficial economic impact of the Project, the CRA and the CITY find that this funding agreement serves a municipal and public purpose, and is in the best interest of the health, safety, and welfare of the CITY of Boynton Beach, including the Community Redevelopment Area.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. **Recitals.** The recitations set forth above are hereby incorporated herein.
2. **Obligations of the CRA.**

a. The CRA shall provide funding to the CITY in an amount not to exceed Three Hundred Fifty Thousand and 00/100 Dollars ($350,000.00), for the engineering design services of right-of-way improvements, the property acquisitions necessary for the completion of right-of-way improvements, and the undergrounding of existing overhead electrical service as described within the Project Scope, to be used for reimbursement of certain eligible costs.

b. The CRA shall make payments to the CITY upon receipt of a written request from the CITY for payment, which request shall include all documentation required by this Agreement.

3. **Obligations of the CITY.**

a. The CITY shall ensure funds provided by the CRA are not used for any purposes prohibited by § 163.370(3), Florida Statutes, or otherwise prohibited by law.

b. The CITY shall ensure that the Project is designed and constructed in compliance with the Plan.

c. The CITY shall be responsible for overseeing the Project and contracting with other entities as necessary to effectuate the Project, but shall coordinate with the CRA concerning compliance with the Plan.

d. Upon request from the CRA, or an authorized agent of the CRA, including the Executive Director and the CRA Attorney, the CITY shall provide all documents reasonably requested by the CRA or CRA's agent concerning compliance with this Agreement, specifically including any documentation concerning compliance Florida Statutes.

4. Reimbursement of Funds

a. The CITY shall provide a written request for reimbursement of funds ("Reimbursement Request") to the CRA no later than December 31, 2018, which shall include the following information:

i. The amount of reimbursement requested;

ii. A summary of the Project improvements for which the City seeks reimbursement;

iii. A statement and evidence that the Project is in compliance with the Plan.

iv. Copies of all invoices, receipts, and any other documentation necessary to evidence the amount and purpose for each payment made by the CITY for the Project for which the CITY is seeking reimbursement.

b. Upon receipt of a Reimbursement Request from the CITY meeting the requirements of this Agreement, the CRA shall remit funding in the amount requested, consistent with this Agreement, to the CITY within thirty (30) days of receipt of the Reimbursement Request.

c. If the CITY fails to submit a Reimbursement Request by December 31, 2018, the CITY will no longer be eligible to receive any reimbursement and this Agreement shall terminate. If the CITY submits a Reimbursement Request that the CRA deems incomplete, the CRA shall notify the City in writing. The City shall have 30 days from receipt of the notice to provide the necessary documentation to complete the Reimbursement Request. If the City fails to provide the documentation required by the CRA within 30 days, the City shall only be eligible for the portion of the Reimbursement Request, if any, that the CRA deems complete and eligible. The CRA will not reimburse the City for any portion of the request the CRA deems ineligible for reimbursement.

5. **Limits of CRA Obligations for the Project**. The Parties agree that the CRA shall only be responsible to the CITY for providing reimbursement for eligible expenses for the Project, and shall not otherwise be responsible for effectuating the Project.

6. **Indemnification**. The CITY shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct of persons or the faulty equipment (including equipment installation and removal) associated with the Project. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA or the CITY as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require the CITY to indemnify the CRA for its own negligence, or intentional acts of the CRA, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

7. **Term of the Agreement.** This Agreement shall become valid and commence upon execution by the last Party to this Agreement, and unless earlier terminated pursuant to this Agreement, shall terminate on December 31, 2018, or after the CRA reimburses the CITY, whichever occurs first ("Termination Date"). In no case shall the CRA be required to reimburse the CITY for any requests submitted after the Termination Date. The term of the Agreement may be extended only upon the execution of a written amendment signed by the CITY Council and the CRA Board.

Nothing in this paragraph shall be construed so as to affect a Party's right to terminate this Agreement in accordance with other provisions in this Agreement.

8. **Records.** The CITY and the CRA each shall maintain their own records and documents associated with this Agreement in accordance with the requirements set forth in Chapter 119, Florida Statutes. All such records shall be adequate to justify all charges, expenses, and costs incurred in accordance with generally accepted accounting principles. Each Party shall have access to the other Party's books, records and documents as required in this Agreement for the purpose of inspection or audit during normal business hours during the term of this Agreement and at least 1 year after the termination of the Agreement.

9. **Filing.** The CITY shall file this Interlocal Agreement pursuant to the requirements of Section 163.01(11) of the Florida Statutes

10. **Default.** If either Party defaults by failing to perform or observe any of the material terms and conditions of this Agreement for a period of ten (10) calendar days after receipt of written notice of such default from the other Party, the Party giving notice of default may terminate this Agreement through written notice to the other Party. Failure of any Party to exercise its right in the event of any default by the other Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any rights related to the other Party's failure to perform unless such waiver is in writing and signed by both Parties. Such waiver shall be limited to the terms specifically contained therein. This section shall be without prejudice to the rights of any Party to seek a legal remedy for any breach of the other Party as may be available to it in law or equity.

11. **No Third Party Beneficiaries.** Nothing in this Agreement shall be deemed to create any rights in any third parties that are not signatories to this Agreement.

12. **Compliance with Laws.** The CITY and the CRA shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida and of any other public authority which may be applicable.

13. **Entire Agreement.** This Agreement represents the entire and sole agreement and understanding between the Parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the Parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.

14. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such the remainder of the Agreement shall continue to be binding upon the Parties. To that end, this Agreement is declared severable.

15. **Governing Law and Venue.** The terms of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard to conflict of laws principles. Any and all legal actions necessary to enforce the terms of this Agreement shall be conducted in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or, if in federal court, in the United States District Court for the Southern District of Florida, to which the Parties expressly agree and submit.

16. **No Discrimination.** Parties shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Agreement.

17. **Notice.** Whenever either Party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the Party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice.

CITY:	Lori LaVerriere, CITY Manager CITY of Boynton Beach 100 E. Boynton Beach Boulevard Boynton Beach, FL 33435
CRA:	Michael Simon, Executive Director Boynton Beach CRA 710 N. Federal Highway Boynton Beach, Florida 33435
Copies To:	James A. Cherof Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308

Copies To: Tara Duhy, Esquire
Lewis, Longman & Walker, P.A.
515 North Flagler Drive, Suite 1500
West Palm Beach, Florida 33401

18. **No Transfer.** The Parties shall not, in whole or in part, subcontract, assign, or otherwise transfer this Agreement or any rights, interests, or obligations hereunder to any individual, group, agency, government, non-profit or for-profit corporation, or other entity without first obtaining the written consent of the other Party.
19. **Interpretation Independent Advice.** This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties. The Parties declare that the terms of this Agreement have been read and are fully understood. The Parties understand that this is a binding legal document, and each Party is advised to seek independent legal advice in connection with the matters referenced herein.
20. **Counterparts and Transmission.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.
21. **Survival.** The provisions of this Agreement regarding indemnity, waiver, and termination, and records shall survive the expiration or termination of this Agreement and remain in full force and effect.
22. **Time is of the Essence.** The parties acknowledge that time is of the essence in the performance of the provisions in this Agreement.
23. **Attorney's Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, expenses, and costs, including those at the appellate level, in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, the CITY and the CRA hereto have executed this Agreement as of the date set forth above.

ATTEST:

CITY OF BOYNTON BEACH,
a Florida municipal corporation

_____
Judith Pyle, CITY Clerk

By:_____
Steven B. Grant, Mayor

Approved as to Form:

Date:_____
(SEAL)

_____
Office of the CITY Attorney

Approved as to Form:

_____
Office of the CRA Attorney

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY

By:_____
Steven B. Grant, Chair

Date: 5/08/18

EXHIBIT A

Project Scope – Design Plans

GENERAL CONSTRUCTION NOTES

1. THE CONTRACTOR AND SUBCONTRACTOR SHALL OBTAIN A COPY OF THE LATEST EDITIONS OF THE CITY OF BOYNTON BEACH UTILITIES DEPARTMENT "UTILITIES ENGINEERING DESIGN MANUAL AND CONSTRUCTION STANDARD DETAILS", THE FLORIDA DEPARTMENT OF TRANSPORTATION "FLORIDA GREENBOOK STANDARD DETAILS," THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," AND THE FLORIDA DEPARTMENT OF TRANSPORTATION "DESIGN STANDARDS" AND BECOME FAMILIAR WITH THE CONTENTS PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIAL AND LABOR TO CONSTRUCT THE PROJECT AS SHOWN ON THE PLANS AND SPECIFICATIONS. ALL WORK SHALL BE PERFORMED BY THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. CONTRACTOR SHALL CLEAN AND GRUB ALL AREAS AS UNLESS OTHERWISE INDICATED, REMOVING TREES, STUMPS, ROOTS, BRUSH AND OTHER OBJECTIONABLE MATERIAL WITHIN THE LIMITS OF CONSTRUCTION.
3. IT IS THE CONTRACTORS RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE FACILITIES (UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE 3 WORKING DAYS MINIMUM NOTICE TO ALL UTILITY COMPANIES BEFORE ANY CONSTRUCTION. THE CONTRACTOR MUST CALL THE UTILITY COMPANIES BEFORE COMMENCING WORK.
4. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN OR TRANSFER ALL THE REQUIRED PERMITS AND PAY FOR ALL BOND AS REQUIRED PRIOR TO CONSTRUCTION.
5. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONSTRUCTION DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, AND SPECIAL CONDITIONS AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.
6. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF AND PROVIDED TEST RESULTS ARE TO BE SENT TO THE ENGINEER.
7. THE CONTRACTOR SHALL RETAIN A FLORIDA FIRM TO PERFORM A CERTIFIED RECORD SURVEY MARKED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA DEPICTING THE ACTUAL FIELD LOCATION OF ALL CONSTRUCTED IMPROVEMENTS THAT ARE REQUIRED TO BE CERTIFIED FOR CERTIFICATION PURPOSES. ALL SURVEY COSTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DISCREPANCIES AND MAINTAINING AS-BUILT INFORMATION WHICH SHALL BE RECORDED AS CONSTRUCTION PROGRESS OR AT THE COMPLETION OF APPROPRIATE CONSTRUCTION INTERVALS AND SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS TO THE ENGINEER AT THE COMPLETION OF THE PROJECT. THE AS-BUILT DRAWINGS SHALL BE SIGNED AND SEALED BY A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR WHOSE SERVICES ARE ENGAGED BY THE CONTRACTOR.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER FOR RESOLUTION PRIOR TO CONSTRUCTION OF ANY PORTION OF THE SITE WORK THAT WOULD BE AFFECTED. FAILURE TO NOTIFY OWNER OF AN IDENTIFIABLE CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR RELATED WORK.
10. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR VERIFYING ALL QUANTITIES, TAKE-OFF, CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES. THE PHYSICAL PLAN TYPES PROVIDED, THE ENGINEER, LANDSCAPE ARCHITECT, COUNTY, CITY OR PROJECT MANAGERS ARE NOT TO BE HELD RESPONSIBLE FOR DISCREPANCIES TO THE SPECIFICATIONS ON PLANS.
11. THE CONTRACTOR SHALL HAVE CONSTRUCTION OPERATIONS TO WITHIN THE LIMITS OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE OUTSIDE THE LIMITS OF CONSTRUCTION.
12. CONTRACTOR IS REQUIRED THAT THE U.S. ENVIRONMENTAL PROTECTION AGENCY REQUIRES THAT ALL CONSTRUCTION ACTIVITY UNDER THE NPDES GENERAL PERMIT PRIOR TO BEGINNING WORK. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN THE PERMIT AND SHALL A COPY SHALL BE SENT TO THE ENGINEER OF RECORD, ARCHITECT OF RECORD AND THE OWNER.
13. FLORIDA LAW (F.S. 556.05) PROTECTION OF UNDERGROUND UTILITIES MANDATES THAT "NO EXCAVATION SHALL COMMENCE OR PERFORM ANY EXCAVATION WITHOUT FIRST OBTAINING INFORMATION CONCERNING THE POSSIBLE LOCATION OF GAS PIPELINES IN THE AREA OF PROPOSED EXCAVATION FROM THE UTILITY OWNER OR OPERATOR OF SUCH UTILITY A MINIMUM OF 2 WORKING DAYS AND A MAXIMUM OF 4 WORKING DAYS PRIOR TO EXCAVATION.
14. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE LOCAL ELECTRICAL PROVIDER ON ANY WORK IN THE VICINITY OF OVERHEAD OR UNDERGROUND POWER LINES.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL PLANS RELATED TO SITE WORK INCLUDING (ENTIRE SET) AND OTHER APPLICABLE PLANS, FOR CONSTRUCTION OR OBTAINING AND ALERT OWNERS REPRESENTATIVE OF ANY DISCREPANCIES OR DEFICIENCIES.
16. CONTRACTOR SHALL VERIFY LOCATION OF ALL DISTURBED VEGETATION IN AREA UNLESS SHOWN OTHERWISE.

PRECONSTRUCTION RESPONSIBILITIES

1. UPON RECEIPT OF NOTICE OF AWARD, THE CONTRACTOR SHALL ARRANGE A PRECONSTRUCTION CONFERENCE TO BE HELD WITH THE OWNER, ENVIRONMENTAL AGENCIES, ALL AFFECTED UTILITY OWNERS, THE OWNER, THE ENGINEER AND ITSELF.
2. THE CONTRACTOR SHALL CONTACT "SUNSHINE STATE ONE CALL OF FLORIDA, INC. @811 AT LEAST 3 WORKING DAYS PRIOR TO BEGINNING ANY EXCAVATION.
3. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION, ELEVATION, AND MATERIAL OF ALL EXISTING UTILITIES SHOWN ON THE PLANS.
4. EXISTING UTILITY LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF EXISTING UTILITIES SHOWN OR FOR ANY EXISTING UTILITIES NOT SHOWN.
5. IN CASES WHERE PIPING, WHETHER IT IS TO BE CONSTRUCTED IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR SHALL REPRESENT A DIFFERENT FROM THAT SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.

UTILITY CONTACT INFORMATION

COMPANY	CONTACT PERSON	TELEPHONE NUMBER
CITY OF BOYNTON BEACH	CHRISTOPHER ROSCHEK	TEL. 561-742-6419
FLORIDA POWER & LIGHT	TRACY STERN	TEL. 850.888.4504
ATT / DISTRIBUTION	CRIS RIDDE	TEL. 954-720-2382
COMCAST	AARON NEELY	TEL. 772-781-3482
FLORIDA PUBLIC UTILITIES CO.	DALE BUTCHER	TEL. 561-838-1638
PALM BEACH COUNTY TRAFFIC OPERATIONS	ROD FRIEDEL	TEL. 561-681-4071
PPL / FIBERNET	DANNY HARBETT	TEL. 305-582-2351
FDOT	KATHERINE FIDO	TEL. 954-847-2883

INTERRUPTION OF EXISTING UTILITIES

1. ANY CONSTRUCTION WORK THAT REQUIRES INTERRUPTION OF SERVICE TO ANY CUSTOMER SHALL BE COORDINATED WITH THE OWNER AND THE AFFECTED UTILITY COMPANY. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY COMPANY, THE CONTRACTOR SHALL ARRANGE A MEETING WITH THE LOCAL JURISDICTIONAL AGENCIES AND OTHER GOVERNING AGENCIES, AND OTHER AFFECTED UTILITIES PRIOR TO ANY INTERRUPTION OF SERVICE. THE CONTRACTOR SHALL OBTAIN APPROVAL FOR ANY INTERRUPTION SCHEDULED BY THE CONTRACTOR AT SUCH TIME THAT SYSTEM DEMAND IS LOW. THIS GENERALLY REQUIRES NIGHT TIME WORK BY THE CONTRACTOR AND REQUIRES FULL TIME INSPECTION BY A REPRESENTATIVE OF THE UTILITY COMPANY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYMENT TO THE UTILITY SHALL BE BORNE BY THE CONTRACTOR, EACH CUSTOMER AFFECTED BY THE SHUT DOWN SHALL BE PROVIDED MINIMUM FORTY-EIGHT (48) HOURS WRITTEN NOTIFICATION BY THE CONTRACTOR.

SURVEY DATA

1. ALL ELEVATIONS ON THE PLANS OR REFERENCED IN THE SPECIFICATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. 29)
2. THE CONTRACTOR SHALL PROTECT ALL PERMANENT REFERENCE MONUMENTS AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID DAMAGE TO SURVEY MARKERS DURING CONSTRUCTION. ANY SURVEY MARKER DAMAGED DURING CONSTRUCTION WILL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.
3. BENCHMARK LOCATION AND ELEVATION ARE AS REFERENCED BY SURVEYOR AT THE TIME OF SURVEY, CONTRACTOR SHALL VERIFY ITS CONDITION AT THE TIME OF CONSTRUCTION.

EROSION CONTROL NOTES

1. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION CONSTRUCTION ACTIVITIES SHALL BE FAMILIAR WITH THE CONTENTS OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES.
2. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DIRTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
3. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE PERMITTING AGENCY OR OWNER.
4. EROSION AND SEDIMENTATION CONTROL PLAN MUST CLEARLY DESIGNATE ALL STATE WATERS, PERMITS AND WETLAND LINE WHICH MUST BE FLAGGED AND MAINTAINED. IMPACTED STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES
5. THE CONTRACTOR SHALL MANAGE CLEARING TO THE MINIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
6. CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY HARDING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
7. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DISPOSED AND PROPERLY HANDLED OR DISPOSED.
8. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN UP FUEL OR CHEMICAL SPILLS AND LEAKS.
9. DEBRIS, TRASH, CHEMICAL LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS AND DISPOSED OF IN A MANNER THAT WILL PREVENT THEIR ENTRANCE, OR THE ENTRANCE OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
10. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THE PLAN, SHALL BE IMPLANTED AS SOON AS PRACTICABLE.
11. STABILIZATION PRACTICES SHOULD BE INITIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS WHERE CONSTRUCTION HAS TEMPORARILY OR PERMANENTLY CEASED.
12. DISTURBED PORTIONS OF THE SITE, WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED, SHALL BE PERMANENTLY STABILIZED. THESE AREAS SHALL BE STABILIZED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRED.
13. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF MUD, THE TIRES SHALL BE WASHED BEFORE ENTERING THE MAIN WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.
14. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED AS SOON AS POSSIBLE.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AND ANY STORMWATER THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEM IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
16. SILT FENCE SHALL BE INSTALLED AT THE END OF EACH WORKING DAY. THE INSTALLED SILT FENCE SHALL BE INSPECTED DAILY FOR STABILITY, FUNCTIONING AND ALIGNMENT OF SHAPE, OR AS MAY BE PAVING FOR ROAD CONSTRUCTION.
17. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
18. DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES AS NECESSARY AS CONSTRUCTION PROGRESSES (CALL FLORIDA 811) TO PREVENT EROSION.
19. ALL CONSTRUCTION SHALL BE STAGED AT THE END OF EACH WORKING DAY, THE INCLUDES SILT FENCE, SEDIMENT BARRIERS, TURBIDITY BARRIERS OR TEMPORARY SEDIMENTATION BASINS.
20. THE CONTRACTOR SHALL IMPLEMENT ALL STORMWATER POLLUTION PREVENTION PLANS, THE PLAN SHALL BE SUBMITTED TO THE OWNER AND ENGINEER WHICH DEMONSTRATES THE CONSTRUCTION SEQUENCE, EROSION AND SEDIMENT CONTROL MEASURES AND STORMWATER MANAGEMENT SYSTEMS TO PREVENT POLLUTION DURING AND AFTER CONSTRUCTION. THE PLAN SHALL BE CONSISTENT WITH FEDERAL, STATE, AND LOCAL REGULATIONS, INCLUDING ANY APPLICABLE NPDES PERMIT REQUIREMENTS. THE PLAN SHALL BE SUBMITTED TO THE OWNER AND ENGINEER WHICH DEMONSTRATES THE POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS RESTAINING TO POLLUTION PREVENTION, EROSION AND SEDIMENT CONTROL, AND STORMWATER MANAGEMENT.
21. SILT FENCE IS PICKED AS SHOWN ON THE PLANS AND ANYWHERE ADDITIONAL AS REQUIRED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRING, RID OR OTHER METHODS OF CONTROL. THE USE OF WATER DURING THE CONSTRUCTION PROCESS SHALL NOT RESULT IN WATER BEING SPRAYED ONTO ADJACENT PROPERTIES. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.

MAINTENANCE

1. ALL MEASURES STATED ON THE EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORMWATER POLLUTION PREVENTION PLAN SHALL BE MAINTAINED IN GOOD WORKING ORDER. IF A REPAIR OR REPLACEMENT IS FOUND TO BE NECESSARY, IT SHALL BE PERFORMED WITHIN 24 HOURS OF DISCOVERY OR AS SOON AS CONDITIONS PERMIT. IF A LONGER PERIOD IS REQUIRED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND OBTAIN APPROVAL FOR A LONGER PERIOD. ALL REPAIRS SHALL BE COMPLETED WITHIN 7 CALENDAR DAYS OF ANY RAINFALL EVENT, AND CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING.
2. INLAY PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETERIORATION. INLET PROTECTION DEVICES SHALL BE CLEANED OUT AT REGULAR INTERVALS OR AS THEY BECOME FULL OF DEBRIS.
3. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, MULCHED AND RESEEDED AS NEEDED.
4. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED, SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.
5. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF MUD ONTO PUBLIC RIGHTS-OF-WAY. ANY REQUIRED REPAIRS TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.
6. ALL MAINTENANCE OPERATIONS SHALL BE DONE IN A TIMELY MANNER BUT IN NO CASE LATER THAN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.

DEMOLITION NOTES

1. ALL MATERIAL GRANDED FROM THIS SITE BY THE CONTRACTOR SHALL BE DISPOSED OF BY THE CONTRACTOR IN A LEGAL MANNER.
2. REFER TO THE TOPOGRAPHIC SURVEY FOR ADDITIONAL DETAILS OF EXISTING STRUCTURES, ETC., LOCATED WITHIN THE PROJECT SITE, UNLESS OTHERWISE NOTED, ALL EXISTING BUILDINGS, STRUCTURES, PAVEMENT, CURBS, SIDEWALKS, UTILITIES, ETC. WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE REMOVED FROM THE SITE BY THE CONTRACTOR AND PROPERLY DISPOSED OF IN A LEGAL MANNER AS PART OF THIS CONTRACT. ITEMS ITEMS TO BE REMOVED SHALL NOT BE DISPOSED ON THE PROPERTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE OWNER. THE CONTRACTOR SHALL CONTACT THE OWNER PRIOR TO REMOVAL OF ENDITEMS.
3. THE CONTRACTOR SHALL REFER TO THE DEMOLITION PLAN AND LANDSCAPE PLAN FOR DESIGNATED TREES TO BE PROTECTED OR REMOVED IN PART. ALL TREES NOT SPECIFICALLY TO BE REMOVED OR RELOCATED SHALL BE PROTECTED AS SPECIFIED IN PART. ALL TREES NOT SPECIFICALLY TREE PROTECTION PERIODS SHALL BE INSTALLED PRIOR TO ANY DEMOLITION. CONTRACTOR TO RELOCATE/REPLACE TREES AS NOTED ON THE LANDSCAPE PLAN FOR TREE PROTECTION AND RELOCATION/REPLACEMENT REQUIREMENTS. CONTRACTOR SHALL REFER TO NOTE EXISTING TREES TO REMAIN, SHOULD ANY TREE TO BE REMAIN BE DAMAGED BY THE CONTRACTOR, IT WILL REQUIRE REPLACEMENT IN KIND.

PAVING, GRADING AND DRAINAGE NOTES

1. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY, COUNTY OR FDOT SPECIFICATIONS AND STANDARDS (LATEST EDITION) IF NOT COVERED BY LOCAL OR COUNTY REGULATIONS, WHICHEVER IS MOST RESTRICTIVE.
2. ALL UNPAVED AREAS DISTURBED BY CONSTRUCTION SHALL BE REGRADED AND SODDED, UNLESS OTHERWISE NOTED.
3. TRAFFIC CONTROL ON ALL FDOT, LOCAL, AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.) AND THE REQUIREMENTS OF THE AGENCY HAVING JURISDICTION OVER THE ROADWAY. WHERE THE REQUIREMENTS OF THESE DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
4. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL REGRADE AREAS WHERE SETTLEMENT OCCURS AFTER PLACEMENT OF FILL. THE CONTRACTOR SHALL CONTACT THE OWNER'S REPRESENTATIVE FOR FINAL ACCEPTANCE OF GRADES.
5. ALL OPEN AREAS WITHIN THE PROJECT SITE SHALL BE SODDED WITH BAHIA SOD UNLESS INDICATED OTHERWISE ON THE PLANS OR IN THE SPECIFICATIONS, OR LANDSCAPE PLANS.
6. ALL AREAS DISTURBED BY PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS INDICATED ON THE DRAWINGS.
7. WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED AND REPLACED, THE CONTRACTOR SHALL SAW CUT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE PAVEMENT WITH *THE SAME TYPE AND DEPTH OF MATERIAL, AS EXISTING OR AS INDICATED.*
8. WHERE NEW PAVEMENT MEETS THE EXISTING PAVEMENT, THE CONTRACTOR SHALL SAW CUT THE EXISTING PAVEMENT A MINIMUM OF 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND MATCH THE EXISTING PAVEMENT ELEVATION WITH THE PROPOSED PAVEMENT UNLESS OTHERWISE INDICATED.
9. THE CONTRACTOR SHALL INSTALL PASTER PARKING CURB ALL DRAINAGE STRUCTURES FOR THE DURATION OF CONSTRUCTION AND SHALL PROTECT ALL INLETS AND STRUCTURES FROM SEDIMENT. ALL DRAINAGE STRUCTURES AND PIPES WITHIN THE LIMITS OF CONSTRUCTION SHALL BE CLEANED OF DEBRIS AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE FLOW.
10. IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE REQUIRED PERMITS. THE CONTRACTOR IS TO COORDINATE WITH THE OWNER AND THE ENGINEER PRIOR TO ANY EXCAVATION.
11. CONTRACTOR TO STRIP TOPSOIL AND ORGANIC MATTER FROM ALL AREAS OF THE SITE AS REQUIRED. IN AREAS OF FILL TOPSOIL MAY BE STOCKPILED ON SITE FOR PLACEMENT WITHIN LANDSCAPED AREAS BUT SHALL BE FREE OF DEBRIS.
12. FILL SHALL BE PLACED IN LIFTS NOT TO EXCEED 12" IN LOOSE DEPTH AT OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL AGENCY OR FDOT STANDARDS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
13. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED AS PER PLAN. THE AREAS SHALL BE SEEDED AND MULCHED OR SODDED AS SPECIFIED IN THE PLANS AND SPECIFICATIONS AND MAINTAINED UNTIL A GOOD STAND OF GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR *ANY REASON, PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT* NO ADDITIONAL COST TO THE OWNER.
14. *ALL CUT ON ALL SLOPES SHALL BE 4 (HORIZONTAL) :1 (VERTICAL) OR FLATTER UNLESS OTHERWISE SHOWN.*
15. THE CONTRACTOR SHALL ENSURE THAT ISLAND PLANTING AREAS AND OTHER PLANTING AREAS ARE NOT OVERFILLED DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REGRADING AND REMOVING ALL UNDESIRABLE MATERIAL FROM ALL AREAS ON THE SITE TO BE PLANTED AND PROPERLY DISPOSED OF IN ALLOCAL MANNER.

PALM BEACH COUNTY

1. IF PROPOSED WORK DAMAGES PALM BEACH COUNTY ROADWAY AND/OR SIDEWALK, IT WILL BE REPAIRED WITHIN PALM BEACH COUNTY RIGHT-OF-WAY, PERMITTED CONTRACTOR IS RESPONSIBLE AND ENSURE THAT ALL WORK WITHIN PALM BEACH COUNTY RIGHT-OF-WAY, PERMITTED CONTRACTOR IS RESPONSIBLE AND ENSURE THAT ALL WORK WITHIN PALM BEACH COUNTY RIGHT-OF-WAY, PERMITTED CONTRACTOR SHALL BE IN ACCORDANCE WITH PALM BEACH COUNTY TYPICAL T-5A-10.
2. WITHIN PALM BEACH COUNTY RIGHT-OF-WAY, PERMITTED CONTRACTOR SHALL BE IN ACCORDANCE WITH PALM BEACH COUNTY TYPICAL T-5A-10.

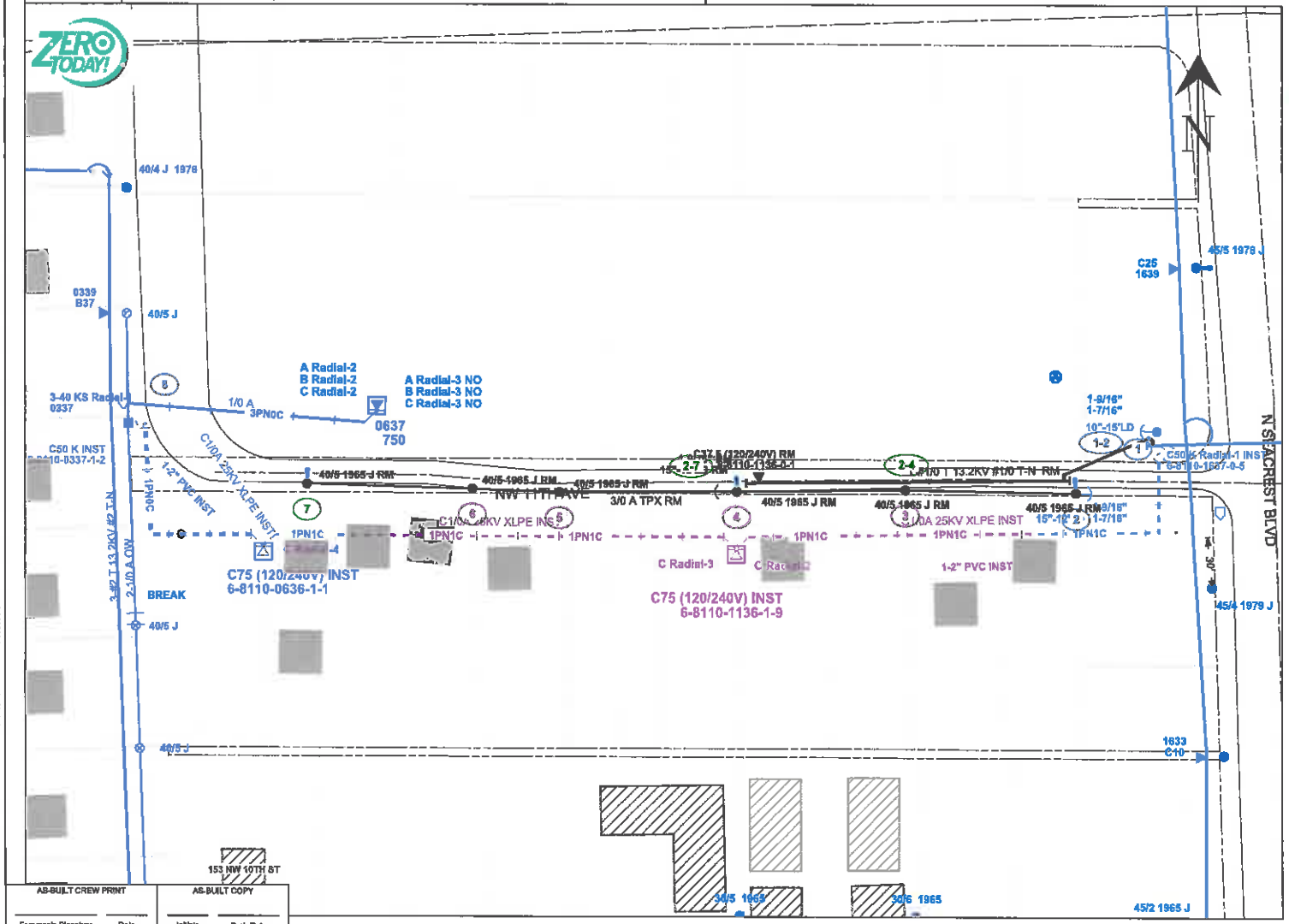
NW 11TH AVENUE
RECONSTRUCTION
PREPARED FOR THE
CITY OF BOYNTON BEACH
BOYNTON BEACH FLORIDA
SHEET NUMBER C8
DRAINAGE, GRADING, AND PAVING PLAN
18-IA PROJECT 043176024
DATE 01/24/2018
DESIGNED BY BAJ
DRAWN BY NDB
SCALE AS SHOWN
CHECKED BY KMS
DATE
BRETT A. JOHNSON, P.E.
LICENSED PROFESSIONAL
FLORIDA LICENSE NUMBER 74005
Kimley»Horn
© 2018 KIMLEY-HORN AND ASSOCIATES, INC.
1920 PGA BLVD WAY SUITE 200, WEST PALM BEACH, FL 33401
PHONE: 561-845-0665 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM CA 00000696
No. REVISIONS DATE BY
1 REVISIONS 04/30/2018 BAJ
MATCH LINE THIS SHEET
MATCH LINE THIS SHEET
NW 11TH AVE
NW 1ST ST
N SEACREST BLVD
R/W LINE
PLUME (SEE DETAIL)
MILL AND RESURFACE OVERBUILD AS SHOWN
ASPHALT PAVEMENT (SEE DETAIL)
FDOT TYPE D CONCRETE CURB
BOLLARD (SEE DETAIL)
ADJUST MANHOLE RIM TO FINISH GRADE
4" CONCRETE SIDEWALK WITH DETECTABLE WARNING (SEE DETAILS)
10' UTILITY EASEMENT
EXFILTRATION TRENCH 18" HDPE 7.5' WIDE TRENCH
DITCH BOTTOM INLET TYPE C WEEP HOLE
MANHOLE
1" MILL AND RESURFACE FC-9.5
ASPHALT PAVEMENT (IN COUNTY R/W) 1" FC-9.5 1-1/2" SP-12.5 (TRAFFIC LEVEL C) WITH TACK COAT OPTIONAL BASE GROUP 13 WITH PRIME COAT COMPACTED SUBGRADE DENSITY OF 100% OF THE MODIFIED PROCTOR MAXIMUM DENSITY AS DETERMINED BY FM 1-T180, METHOD D OPTIONAL BASE GROUP 9 COMPACTED SUBGRADE DENSITY OF 100% OF THE STANDARD PROCTOR MAXIMUM DENSITY AS DETERMINED BY FM 1-T099, METHOD C
6.0' CURB TRANSITION
CONCRETE CURB AND GUTTER (SEE DETAIL) FDOT TYPE F WITH FLARED END
GRAPHIC SCALE IN FEET 0 10 20 40
NORTH

NW 11TH AVENUE
RECONSTRUCTION
PREPARED FOR THE
CITY OF BOYNTON BEACH
BOYNTON BEACH FLORIDA
UTILITY PLAN
SHEET NUMBER
C9
KHA PROJECT
043176024
DATE
01/24/2018
SCALE AS SHOWN
DESIGNED BY BAJ
DRAWN BY NGB
CHECKED BY KMS
LICENSED PROFESSIONAL
BRETT A. JOHNSON, P.E.
FLORIDA LICENSE NUMBER
74005
DATE
Kimley»Horn
© 2018 KIMLEY-HORN AND ASSOCIATES, INC.
1920 SOUTH WAY SUITE 202, WEST PALM BEACH, FL 33411
PHONE: 561-845-0900 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM CA 00000696
NO. REVISIONS DATE BY
MATCH LINE THIS SHEET
MATCH LINE THIS SHEET
NW 11TH AVE
NW 1ST ST
N SEACREST BLVD
R/W LINE
10' UTILITY EASEMENT
SAMPLING POINT
WATER SERVICE (TYPICAL)
DOUBLE WATER SERVICE (TYPICAL)
SINGLE WATER SERVICE
DOUBLE WYE AND CLEAN-OUTS (TYPICAL)
CLEAN-OUT
6" GATE VALVE
6"x6" TEE, VALVE AND HYDRANT
6"x6" STAINLESS STEEL TAPPING SLEEVE AND VALVE
8" CDDO DR 18 WATER MAIN WITH TRACER WIRE PULL BACKFILL FROM TYPE PRESSURE CLASS 350 AT EVERY SEWER CROSSING
6" 11.25° BEND
2 ~ 8" 45° BENDS
GRAPHIC SCALE IN FEET
NORTH
NOTES:
1) PROVIDE MECHANICAL THRUST RESTRAINTS PER DETAIL

NW 11TH AVENUE RECONSTRUCTION
PREPARED FOR THE
CITY OF BOYNTON BEACH
BOYNTON BEACH FLORIDA
UNDERGROUNDING AND STREET LIGHTING PLAN
Kimley»Horn
BRETT A. JOHNSON, P.E.
FLORIDA LICENSE NUMBER 74005
C10
MATCH LINE THIS SHEET
NW 11TH AVE
NW 1ST ST
N SEACREST BLVD
R/W LINE
EXISTING STREET LIGHT TO REMAIN
STREET LIGHT BY OTHERS (TYPICAL)
SINGLE-PHASE TRANSFORMER MATERIAL PROVIDED BY FPL MAKE TERMINATIONS
PULL BOX (STREET LIGHTING) MATERIAL PROVIDED BY FPL (TYPICAL)
10' UTILITY EASEMENT
24"x36" PULL BOX (TELEPHONE)
TURN UP TELEVISION CONDUITS FOR FUTURE SERVICE POINT PROVIDE TEMPORARY CAPS (TYPICAL)
ONE 2" CONDUIT AND ONE WIRE (POWER) MATERIAL PROVIDED BY FPL
ONE 2" CONDUIT (STREET LIGHTING) MATERIAL PROVIDED BY FPL
TWO 3" HDPE CONDUITS (TELEVISION)
TWO 2" SCH 40 PVC CONDUITS (TELEPHONE)
COORDINATE RISER LOCATION WITH UTILITY COMPANY
TRENCH RESTORATION (SEE UTILITY DETAIL SHEET C10-A1)
SIDEWALK RESTORATION (SEE CONCRETE SIDEWALK DETAIL)
CONTRACTION JOINTS FOR REMOVAL AND REPLACEMENT OF 5' OR 6' IN THICKENED EDGE
GRAPHIC SCALE IN FEET
NORTH
NOTES:
1) CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES FOR EQUIPMENT LOCATIONS, UPTURNED SWEEPS, ETC.
NO. REVISIONS DATE BY
04/06/2018 DM
NPA PROJECT 043176024
DATE 01/24/2018
SCALE AS SHOWN
DESIGNED BY BAJ
DRAWN BY NOB
CHECKED BY KMS
DATE
1920 WEST PALM BEACH, FL 33411
PHONE: 561-845-0855 FAX: 561-863-0175

APPENDIX B

FEEDERS: QUANTUM 07936 | [ ] INACCESSIBLE | [X] 13KV | [ ] FUTURE 23KV | [ ] 23KV | [ ] SALT SPRAY | [ ] ROCK



PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES.
CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

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CONSTRUCTION NOTES:

LOC 1: INSTALL FUSE BRACKET AND 50 K FUSE
INSTALL POTHEAD BRACKET
INSTALL 2" PLASTIC U-GUARD AND 1/0 AL PRI C-PH CABLE DOWN POLE
LOC 1-4: BLOW BIRDIE AND PULL 285' OF 1/0 AL C-PH PRI THROUGH 2" CONDUIT
LOC 4: SET PAD, MAKE ELBOWS, AND INSTALL AND ENERGIZE C75 (120/240) PMTX
LOC 4-7: BLOW BIRDIE AND PULL 250' 1/0 AL C-PH PRI THROUGH 2" CONDUIT
LOC 7: SET PAD, MAKE ELBOWS, AND INSTALL AND ENERGIZE C75 (120/240) PMTX
LOC 7-8: BLOW BIRDIE AND PULL 140' OF 1/0 AL C-PH PRI THROUGH 2" CONDUIT
LOC 8: INSTALL FUSE BRACKET AND 50 K FUSE
INSTALL POTHEAD BRACKET
INSTALL 2" PLASTIC U-GUARD AND 1/0 AL PRI C-PH CABLE DOWN POLE

SAFETY MESSAGE 12.21: PRIOR TO WORKING ON PRIMARY CABLE OR TERMINATIONS, EMPLOYEES SHALL PROTECT THEMSELVES FROM THE POSSIBILITY OF HAZARDOUS DIFFERENCES OF POTENTIAL BY USING ON OF THE FOLLOWING: EQUIPOTENTIAL MAT, ISOLATION METHOD, OR 20 KV RUBBER GLOVES

AS-BUILT CREW PRINT		AS-BUILT COPY	
Foreman's Signature	Date	Initials	Cert. Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.

Supervisor's Signature ____ Date ____

All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.

Foreman's Signature ____ Date ____

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:	
PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]
	WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	
Requested Tel. Co. Set Poles? [ ]	Requested Tel. Co. Transfer? [ ]	Request CATV Transfer? [ ]		

FPL

Job Owner:	Rachel Newmark	M/A: BR	Township: 45 Range: 43 Section 21
Designer:	Michael Foley	NW 11TH AVE - OH REMOVAL - REMOVE OH FACILITIES ALONG NW 11TH AVE	
Date:	03/16/2018		
Scale: 1" = 61'		UG CONV NW 11TH AVE, BOYNTON BEACH, FL, 33435	
0' 61' 121'		Dwg No. 7742994_11x17 UG.xml	Map No. N0404
		WR: 7742994	Page 1 of 1

Size: 11 x 17
PRINTED BY: nn0n59
PLOT DATE/TIME: 03/16/2018 14:36:37

SECTION 01025 - MEASUREMENT AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 GENERAL

A. The Contractor shall receive and accept the compensation provided in the Bid and the Contract as full payment for furnishing all materials, labor, tools and equipment, for performing all operations necessary to complete the work under the Contract, and also in full payment for all loss or damages arising from the nature of the work, or from any discrepancy between the actual quantities of work and quantities herein estimated by the CONSULTANT, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the CITY.

B. The prices stated in the Bid include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the Drawings and specified herein. The basis of payment for an item at the unit price shown in the proposal shall be in accordance with the description of that item in this Section.

C. The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Bid Form or Payment Items, he shall include the cost for that work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.

1.02 MEASUREMENT

A. The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the CITY, in accordance with the applicable method of measurement therefore contained herein.

1.03 AUTHORITY

A. Measurement methods delineated in the FDOT Standard Specifications for Road and Bridge Construction 2000 Edition, or the individual specification sections complement the criteria of this section. In the event of conflict, the Contractor shall notify the CITY in writing. In determining the resolution, the CITY shall consider the requirement of the individual specification section, FDOT requirements and this Section.

B. Any requirements of the Contract Documents, i.e., technical specifications or project construction drawings for which the method of payment is not explicitly defined are considered to be incidental costs and should be included in other pay items as appropriate.

1.04 RELATED SECTIONS:

A. Testing Allowance

B. Applications for Payments: Section SC1027

C. Shop Drawings, Working Drawings, and Samples – Section SC01340

D. Schedule of Values: Section SC01370

E. Change Order Procedures: Section SC01153

F. Field Engineering: Section SC01050

G. Record Drawing Requirements – Section SC01705

H. Testing Specific Utility Systems

1. Refer to Section 02513 POTABLE WATER AND RECLAIMED WATER DISTRIBUTION SYSTEMS for applicable and specific requirements. Contractor is responsible for all testing costs associated with these systems.

1.05 ALLOWANCES

A. When a Testing Allowance is identified on the Schedule of Bid Items, the following applies:

1. Costs in Testing Allowance includes engaging a certified, testing agency; execution of tests; and reporting results as approved by the CITY and CONSULTANT.

2. Costs not included in the Testing Allowance:

a. Costs of testing services used by Contractor separate from Contract Document requirements

b. Testing agency's stand-by time.

c. Costs of retesting upon failure of previous tests as determined by the CONSULTANT.

3. Only those items qualified for CITY's reimbursement shall be considered. Such items may include water quality testing of dewatering activities, geotechnical, concrete strength cylinders, special compaction and proctor testing, etc. All predetermined items shall have written, advance approval of the CITY.

4. Payment Procedures:

a. Submit two (2) copies of the testing and/or inspecting firm's invoice and copies of the Test Reports with next Application for Payment to the CITY.

b. Reimbursement to the Contractor upon proof of payment (to the testing and/or inspecting firm) on approval by the CONSULTANT.

B. When other allowances, such as NPDES permit and/or SFWMD dewatering permit application fees, or coordination with FP&L/AT&T/ Comcast or other utility are identified on the Schedule of Bid Items, the following applies:

1. Only those items qualified for CITY reimbursement shall be considered. All items shall have written, advance approval of the CITY.

2. Payment Procedures:

a. Submit two (2) copies of the agreed invoicing format with proof of payment (as applicable) with next Application for Payment.

1.06 SCHEDULE OF VALUES

A. Submit Schedule of Values at the Pre-Construction Meeting.

B. The Schedule of Values shall be a computer generated original. When the Contractor's proposed Schedule of Values is accepted by the CITY, it shall become the basis for the Application for Payment.

C. Contractor shall only revise the accepted Schedule of Values to identify, as separate line items approved on a Field Order or Change Order. The CITY may issue a Field Order substituting or modifying Schedule of Value items.

1.07 APPLICATIONS FOR PAYMENT

A. Submit five (5) copies of each Application for Payment (AFP). After certification by the CONSULTANT, the CONSULTANT will retain one (1) copy, one (1) copy will be returned to the Contractor and three (3) copies will be forwarded to the CITY for review, authorization and processing.

B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment outlining the following:

1. Provide a column for each of the following:

   a. Item Number

   b. Item Description

   c. Quantity

   d. Unit of measurement
   e. Scheduled Value

   f. Change Orders

   g. Work Completed:
      1. Previous Period (Quantity and Value)
      2. This Period (Quantity and Value)

   h. To Date (Quantity and Value)

   i. Percentage of Completion

   j. Balance to Finish

   k.. Retainage

   NOTE: There is no column for "Materials Stored", the CITY does not pay for items ordered and/or stored on site. As defined later in this Section, payment for pay items are paid for once the item is installed, measured in place, completed and accepted.

C. Application for Final Payment must be marked FINAL. Contractor must include in the FINAL AFP package, proof of payment and final settlement with the CITY with regards to any temporary and/or construction water meters used during the course of the project.

D. When existing Right-Of-Way (ROW) irrigation must be disturbed due to pipeline installation or swale development, any existing irrigation lines shall be marked on the Contractors drawings prior to or at the time of temporary cutting-&-capping. The replacement of existing irrigation in the Public Right-Of-Way as the result of pipeline installation or swale development is NOT a pay item. Replacement of existing ROW irrigation shall be incidental to the Unit Price of the pipeline or swale development.

1.08 MEASUREMENT OF AND PAYMENT FOR WORK

A. **Monthly Payments to the Contractor.** The Contractor shall plan its work for construction on the basis of twelve (12) monthly pay periods per year. So long as the work is prosecuted in compliance with the provisions of the Contract, the Contractor will, on or about the last day of the pay period, make an approximate estimate, in writing on a form approved by the CITY of the proportionate value of the work done, items, and locations of the work performed up to and including the last day of the period then ending. The CONSULTANT will then review such estimate and make the necessary recommendations to the Contractor for revision. The Contractor shall revise the Application for Payment and resubmit to the CONSULTANT for review and Certification. **Redlined Applications for Payment will not be accepted by the CITY.** If the Contractor and the CONSULTANT do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the CONSULTANT shall be binding. The amount of such estimate after deducting ten percent (10%) and all previous payments, shall be due and payable to the Contractor in accordance with the Florida Prompt Payment Act, §218.70 Florida Statutes, as may be amended from time to time.

B. Substantiating Data: When the CONSULTANT requires substantiating information, Contractor shall submit data justifying quantities and dollar amounts in question. Contractor shall provide three (3) copies of data with cover letter for each copy of submittal showing application number and date, and line item by number and description.

1.09 MEASUREMENT AND PAYMENT - UNIT PRICES

A. Measurement methods delineated in individual specification sections

complement criteria of this section. In event of conflict, requirements of individual specification section govern.

B. Contractor shall take daily and weekly measurements and compute quantities. The Contractor shall review and sign these daily and weekly measurements with the CONSULTANT. The CONSULTANT shall also sign-off on the weekly measurement sheets indicating the CONSULTANT's progressive concurrence with the quantities. The Contractor shall transmit the signed-off weekly measurement sheets to the CONSULTANT. These measurement sheets shall be used to form the basis of the quantities claimed on the Application For Payment.

C. Unit Quantities

1. Quantities indicated in the Schedule of Bid Items are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Consultant and CITY determine payment.

2. If the actual Work requires more or fewer quantities than those quantities indicated in the bid items, Contractor shall provide the required quantities at the unit sum/prices contracted.

D. Payment Includes: Full compensation for required labor, products, tools, equipment, facilities, transportation, services and incidentals; erection; application or installation of an item of the Work; and overhead and profit.

E. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the CONSULTANT and CITY, multiplied by the unit sum/price for Work, which is incorporated in or made necessary by the Work.

1.10 Measurement of Quantities:

A. Weigh Scales: Inspected, tested and certified by the applicable State of Florida Weights and Measures department within the past year.

B. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.

C. Metering Devices: Inspected, tested and certified by the applicable State of Florida Weights and Measures Department within the past year.

D. Measurement by Weight: Concrete reinforcing steel rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.

E. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.

F. Measurement by Area: Measured by square dimension using mean length and width or radius.

G. Linear Measurement: Measured by linear dimension, at the item centerline. Minor offsets (less than a total of five (5) feet) will not be measured for payment. Measurement shall be along the horizontal axis at finished grade.

H. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed and accepted item or unit of the Work.

I. Payment for Work does not indicate acceptance. Work items previously paid for may require additional work effort to bring them into compliance with the requirements of the specific technical specifications and/or project drawings.

1.11 UNIT OF MEASURE – SCHEDULE OF BID PRICES

A. Payment for furnishing and installing those items cited in the Schedule of Bid Items and subsequent Schedule of Values is noted herein. If "remove and replace" is indicated on the project construction drawings (by either annotation or line weight), then the item

descriptions below include the removal and proper disposal of the existing items.

B. Mobilization/Demobilization, Bonds, Insurance & General Requirements – Bid Items No. 1

1. Payment for the General Conditions shall be made per item and shall be full compensation for preparatory work and operations in mobilizing and demobilizing for the project including but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to and from the project site, Maintenance of Traffic, for establishment of temporary offices, buildings, safety equipment, sanitary and other facilities and compliance with permit conditions for permits secured by either the Owner or Contractor.

2. MOT plans shall be required for work within City of Boynton Beach R-O-W.

3. Audio Video Documentation shall be performed pre and post construction as specified in Special Conditions SC01390 VIDEO AND PHOTOGRAPHIC SITE SURVEY.

4. The cost of bonds, permits, required insurance and any other pre-construction expense necessary for the start of the work shall also be included in the General Conditions.

C. NPDES Compliance – Bid Item No. 2

1. Payment for NPDES compliance shall include the preparation of the NPDES Plan, development and compilation of the BMPs, site implementation and documentation of inspections.

2. Contractor shall refer to the Schedule of Bid Items for instructions on the method of calculation for this Pay Item. Any bidder who enters an amount greater than the 1.5% limit for this pay item may be disqualified and the CITY and Consultant may not evaluate their bid proposal. This cost shall be shown on the Schedule of Values.

3. Partial payments for the NPDES compliance shall be made in accordance with the following schedule:

Percent of Original Contract Amount Earned	Allowable percent of NPDES Compliance
10	10
25	25
50	50
75	No additional payment
Final Payment	100

D. Record Drawings – Bid Item No. 3

1. Payment for Record Drawings shall be made at the Contract lump sum price and shall be full compensation for preparation and maintenance of the Record Drawings as specified in technical specification 01340 SHOP DRAWING REQUIREMENTS and the requirements of this Special Conditions.

2. Partial payments for the Record Drawings shall be made in accordance with the following schedule:

Percent of Original Contract Amount Earned	Allowable percent of Lump Sum Price For Record Drawings
10	10
25	25
50	50
75	75
Final Payment	100

3. Contractor shall submit updated As-Built Drawings with each Pay Application Request.

E. Indemnification – Bid Item No. 4

1. Payment under this item is in accordance with of the Front-End Contract Documents.

F. Demolition – Bid Item No. 5

1. Method of Measurement: The quantity to be paid for under this section shall be on a lump sum basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to remove concrete sidewalk, signs, fence, guardrail, asphalt pavement, base, curb & gutter, on-site debris, abandoned utilities, utilities to be removed except those with separate bid items, including disposal, and any other work described on the plans or required for a complete and functional system.

G. Site Restoration – Bid Item No. 6

1. Method of Measurement: The quantity to be paid for under this section shall be on a lump sum basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to restore the site to a condition equal to or better than the existing and any other work described on the plans or required for a complete and functional system.

H. Earthwork – Bid Item No. 7

1. Method of Measurement: The quantity to be paid for under this section shall be on a lump sum basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to bring the site to proposed grade, including excavation, embankment, grading, disposal of excess material, compaction, testing, and any other work described on the plans or required for a complete and functional system.

I. Subgrade Preparation – Bid Item No. 8

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to prepare subgrade, including stabilizing, grading, compaction, testing, and any other work described on the plans or required for a complete and functional system.

J. Base – Bid Item No. 9

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install base material, including grading, compaction, testing, and any other work described on the plans or required for a complete and functional system.

K. Milling – Bid Item No. 10

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to mill the existing asphalt pavement (1" minimum), including millings disposal, and any other work described on the plans or required for a complete and functional system.

L. 1" Asphalt – Bid Item No. 11

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 1" thick asphalt (compacted thickness), including tack coat, compaction, testing, overbuild, and any other work described on the plans or required for a complete and functional system.

M. 1-1/2" Asphalt – Bid Item No. 12

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 1-1/2" thick asphalt (compacted thickness), including prime coat, compaction, testing, and any other work described on the plans or required for a complete and functional system.

N. Subgrade Preparation – County R/W – Bid Item No. 13

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to prepare subgrade, including grading, compaction, testing, and any other work described on the plans or required for a complete and functional system.

O. Base – County R/W – Bid Item No. 14

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install base material, including grading, compaction, testing, and any other work described on the plans or required for a complete and functional system.

P. Milling – County R/W – Bid Item No. 15

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to mill the existing asphalt pavement (1" minimum), including millings disposal, and any other work described on the plans or required for a complete and functional system.

Q. 1" Asphalt – County R/W – Bid Item No. 16

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 1" thick asphalt (compacted thickness), including tack coat, compaction, testing, overbuild, and any other work described on the plans or required for a complete and functional system.

R. 1-1/2" Asphalt – County R/W – Bid Item No. 17

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 1-1/2" thick asphalt (compacted

thickness), including prime coat, compaction, testing, and any other work described on the plans or required for a complete and functional system.

S. Ditch Bottom Inlet – Bid Item No. 18

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install ditch bottom inlets, including filter fabric, washed rock, pipe connections, frame & grate, backfill, compaction, testing, and any other work described on the plans or required for a complete and functional system.

T. Manhole – Bid Item No. 19

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install manholes, including filter fabric, rock support, pipe connections, bricks, frame & cover, backfill, compaction, testing, and any other work described on the plans or required for a complete and functional system.

U. Adjust Rim – Bid Item No. 20

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to adjust existing manhole rims to proposed grade and any other work described on the plans or required for a complete and functional system.

V. Exfiltration Trench – Bid Item No. 21

1. Method of Measurement: The quantity to be paid for under this section shall be per linear foot.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install exfiltration trench, including filter fabric, washed rock, pipe (including solid sections at inlets/manholes), backfill, compaction, testing, and any other work described on the plans or required for a complete and functional system.

W. Flume – Bid Item No. 22

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install flumes, including excavation, formwork, concrete placement, saw cutting, and any other work described on the plans or required for a complete and functional system.

X. Bollard – Bid Item No. 23

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install bollards, including excavation, formwork, concrete placement, backfilling, compaction, testing, painting, and any other work described on the plans or required for a complete and functional

system.

Y. Curb & Gutter – Bid Item No. 24

1. Method of Measurement: The quantity to be paid for under this section shall be per linear foot.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install curb & gutter, including compaction, formwork, placement, saw cutting, testing, and any other work described on the plans or required for a complete and functional system.

Z. Curb – Bid Item No. 25

1. Method of Measurement: The quantity to be paid for under this section shall be per linear foot.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install curb, including compaction, formwork, placement, saw cutting, testing, and any other work described on the plans or required for a complete and functional system.

AA. Sidewalk – Bid Item No. 26

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install concrete sidewalk, including grading, compaction, formwork, placement, expansion joints, saw cutting, testing, and any other work described on the plans or required for a complete and functional system.

BB. Detectable Warning – Bid Item No. 27

1. Method of Measurement: The quantity to be paid for under this section shall be per square foot.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install detectable warning surfaces and any other work described on the plans or required for a complete and functional system.

CC. Sign – Bid Item No. 28

1. Method of Measurement: The quantity to be paid for under this section shall be on an assembly basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install signs, including anchor, post, fasteners, placard, and any other work described on the plans or required for a complete and functional system.

DD. Pavement Marking – Bid Item No. 29

1. Method of Measurement: The quantity to be paid for under this section shall be on a lump sum basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install thermoplastic pavement markings, including temporary markings, retroreflective pavement markers, and any other work described on the plans or required for a complete and functional system.

EE. 2" Line Stop and Restrained Cap – Bid Item No. 30

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 2" line stop and restrained cap, including excavation, concrete, backfilling, compaction, testing, temporary patching, and any other work described on the plans or required for a complete and functional system.

FF. Water Main Removal – Bid Item No. 31

1. Method of Measurement: The quantity to be paid for under this section shall be per linear foot.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to remove potable water system, including excavation, draining, pipe, services, meter boxes, appurtenances, disposal, backfilling, compaction, testing, temporary restoration, and any other work described on the plans or required for a complete and functional system.

GG. 6"x6" Stainless Steel Tapping Sleeve and Valve – Bid Item No. 32

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 6"x6" stainless steel tapping sleeve and valve, including excavation, restraint, box, EMS marker, indicator plate, backfilling, compaction, testing, and any other work described on the plans or required for a complete and functional system.

HH. 6"x8" Reducer – Bid Item No. 33

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 6"x8" reducers, including restraint, and any other work described on the plans or required for a complete and functional system.

II. 14"x8" Stainless Steel Tapping Sleeve and Valve – Bid Item No. 34

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 14"x8" stainless steel tapping sleeve and valve, including excavation, restraint, box, EMS marker, indicator plate, backfilling compaction, testing, and any other work described on the plans or required for a complete and functional system.

JJ. 6" Gate Valve – Bid Item No. 35

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 6" gate valves, including restraint, box, EMS marker, indicator plate, and any other work described on the plans or required for a complete and functional system.

KK. 8" Gate Valve – Bid Item No. 36

3. Method of Measurement: The quantity to be paid for under this section shall be per each.

4. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 8" gate valves, including restraint, box, EMS marker, indicator plate, and any other work described on the plans or required for a complete and functional system.

LL. Sampling Point – Bid Item No. 37

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install sampling points, including chlorinating the main, bacteriological testing, and any other work described on the plans or required for a complete and functional system.

MM. 8"x6" Tee – Bid Item No. 38

3. Method of Measurement: The quantity to be paid for under this section shall be per each.

4. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 8"x6" tees, including restraint, and any other work described on the plans or required for a complete and functional system.

NN. Fire Hydrant – Bid Item No. 39

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install fire hydrants, including excavation, fittings, valves, pipe, restraint, thrust blocks, EMS marker, backfill, compaction, testing, and any other work described on the plans or required for a complete and functional system.

OO. 8" Water Main with Tracer Wire – Bid Item No. 40

1. Method of Measurement: The quantity to be paid for under this section shall be per linear foot.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 8" water main with tracer wire, including excavation, additional piping required to account for change in vertical elevation, disinfection, filling, backfilling, compaction, pressure testing, and any other work described on the plans or required for a complete and functional system.

PP. 8" 11.25-Degree Bend – Bid Item No. 41

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 8" 11.25-degree bends, including restraint, thrust blocks, and any other work described on the plans or required for a complete and functional system.

QQ. 8" 45-Degree Bend – Bid Item No. 42

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 8" 45-degree bends, including restraint, thrust blocks, and any other work described on the plans or required for a complete and functional system.

RR. Water Service – Bid Item No. 43

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install water services, including excavation, casing, copper tubing, EMS marker, meter boxes, backfilling, compaction, testing, and any other work described on the plans or required for a complete and functional system.

SS. Lateral Removal – Bid Item No. 44

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to remove sanitary sewer laterals, including excavation, disposal, wing nut plugs, trench restoration, testing, and any other work described on the plans or required for a complete and functional system.

TT. 6" Sanitary Service – Bid Item No. 45

3. Method of Measurement: The quantity to be paid for under this section shall be per each.

4. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 6" sanitary services, including excavation, cut-in, EMS marker, cleanouts, mini manholes, concrete collars, wing nut plugs, trench restoration, testing, and any other work described on the plans or required for a complete and functional system.

UU. Power Undergrounding – Bid Item No. 46

1. Method of Measurement: The quantity to be paid for under this section shall be on a lump sum basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, installing all materials (provided by FPL), labor, and equipment required to relocate existing overhead power utilities to an underground location, including risers, excavation, conduit and wire installation, equipment installation, tracer wire, EMS markers, backfill, trench restoration, sidewalk restoration, compaction, testing, terminations, and any other work described on the plans or required for a complete and functional system.

VV. Telephone Undergrounding – Bid Item No. 47

1. Method of Measurement: The quantity to be paid for under this section shall be on a lump sum basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to relocate existing overhead telephone utilities to an underground location, including excavation, conduit, pull boxes, ground wires, backfill, compaction, testing, and any other

work described on the plans or required for a complete and functional system.

WW. Television Undergrounding – Bid Item No. 48

1. Method of Measurement: The quantity to be paid for under this section shall be on a lump sum basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to relocate existing overhead television utilities to an underground location, including excavation, conduit, conduit terminations, backfill, compaction, testing, and any other work described on the plans or required for a complete and functional system.

XX. Street Lighting – Bid Item No. 49

1. Method of Measurement: The quantity to be paid for under this section shall be on a lump sum basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, installing all materials (provided by FPL), labor, and equipment required to install street lighting, including excavation, conduit installation, pull box installation, tracer wire, EMS markers, backfill, compaction, testing, and any other work described on the plans or required for a complete and functional system.

YY. Landscape and Irrigation– Bid Item No. 50

1. Method of Measurement: The quantity to be paid for under this section shall be on a lump sum basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install landscaping and irrigation, including trees, shrubs, ground cover, planting soil, staking, mulch, maintenance, fence, water service, controller, rain sensor, excavation, valves, boxes, sleeves, mainline, thrust blocks, utility marking tape, wiring, lateral lines, backfill, compaction, testing, sprinklers, bubblers, and any other work described on the plans or required for a complete and functional system.

2 PART 2 PRODUCTS Not Used.

3 PART 3 EXECUTION Not Used.

* SPECIAL NOTE:

The CITY retains the option to utilize up to 20% of the excess material from excavation and trenching operations. If the CITY exercises this option, Contractor shall stockpile the excess material and deliver to the CITY's facility as directed by the CITY's Representative.

END OF SECTION

CRA BOARD MEETING OF: May 8, 2018

NEW BUSINESS

AGENDA ITEM: 14.B.

SUBJECT:

Consideration of Interlocal Agreement between the Boynton Beach CRA and City of Boynton Beach for funding associated with the NW 11th Avenue Street and Utility Improvements associated with the Model Block Project

SUMMARY:

Located within the Heart of Boynton and Poinciana Gardens neighborhood, the Model Block project continues to be a successful collaboration between the CRA and the City of Boynton Beach to revitalize an entire residential block directly south of Poinciana Elementary School between NW 11th Avenue and NW 10th Avenue. The CRA and City of Boynton Beach have been working together on property acquisitions, new single family homeownership opportunities, pedestrian enhancements in addition to roadway and utility improvements within the Model Block project area since 2012.

Working together with Habitat for Humanity and the Boynton Beach Faith Based Community Development Corporation (CDC), six (6) new homes have been built with a seventh home currently under construction (see Attachments I & II).

The project is now focused on the planned roadway, utility and pedestrian improvements to be constructed on NW 11th Avenue along with the required re-platting of existing lots owned by the CRA and City in order to create more buildable lots.

The design and construction plans for the NW 11th Avenue Street and Utility Phase were completed by CRA and City staff working with our engineering services firm, Kimely-Horn & Associates, Inc. The City's Purchasing Department managed the Invitation to Bid (ITB) process along with key City staff from the Planning and Development and Public Works Departments (see Attachment III).

Final contractor selection and contract award will not be completed until the beginning of June 2018 but CRA funding will need to be committed and available to the City in the form of an Interlocal Agreement (ILA) prior to official contract execution by the City Commission (see Attachment IV). The CRA Board approved funding in the amount of $350,000 within the Fiscal Year 2017-2018 Project Fund for the NW 11th Avenue Street & Utility Phase of the Model Block Project.

FISCAL IMPACT:

Fiscal Year 2017-2018 Budget, Project Fund Line Item - 02-58200-406: $350,000.

CRA PLAN/PROJECT/PROGRAM:

2014 Heart of Boynton Plan, 2016 Boynton Beach Community Redevelopment Plan

CRA BOARD OPTIONS:

1. Approve the Interlocal Agreement between the Boynton Beach CRA and City of Boynton Beach for funding in the amount of $350,000 to be used for the NW 11th Avenue Street and Utility Improvements associated with the Model Block Project.

2. Do not approve the Interlocal Agreement between the Boynton Beach CRA and City of Boynton Beach for funding in the amount of $350,000 to be used for the NW 11th Avenue Street and Utility Improvements associated with the Model Block Project.

ATTACHMENTS:

Description

- **Attachment I - Model Block Project Map**
- **Attachment II - Model Block Project, Heart of Boyton District**
- **Attachement III - NW 11th Ave Roadway Plans**
- **Attachment IV - ILA Model Block - NW 11th Ave**

MODEL BLOCK Project

CRA OWNED PROPERTIES

4-146 NW 11th Ave. – transferred to the City, April 2018
5-128 NW 11th Ave. – transferred to the City, April 2018
6-120 NW 11th Ave. – transferred to the City, April 2018

CITY OWNED PROPERTIES

FAITH BASED CDC PROPERTIES

PRIVATE PROPERTIES

1-132 NW 11th Ave. Bishop Evans

PRIVATE PROPERTIES

Multi-family rental complexes – 119 & 133 W. MLKJr. Blvd.

Heart of Boynton District

Introduction
Planning Challenges
Planning Considerations
The Vision
Recommendations

Introduction

The Heart of Boynton District is a 380-acre neighborhood developed predominantly with single-family homes. The neighborhood has several parks, two public schools and numerous churches. Unfortunately, it has been the victim of disinvestment over the last 50 years. The two Census blocks of Tract 61 which encompasses this District have the median household income of $20,848, the lowest in the City.

To counter the decline of the neighborhood, in 2001 the CRA and City adopted the Heart of Boynton Community Redevelopment Plan. The Plan was updated in 2014 to reflect the achievements of the original plan and add new projects to reflect the current market conditions.

A number of recommendations of the original CRA Plan have been implemented, including:

- The demolition of the Cherry Hill public housing project
- The redevelopment of the Boynton Terrace site – Ocean Breeze West – into 21 single-family homes
- Redevelopment of Wilson Park and into Carolyn Sims Community Center
- Expansion of the Palmetto Greens Park
- Redevelopment of Sara Sims Park – Master Plan created, property acquired
- Streetscape Improvements on Seacrest Boulevard
- Redevelopment of Martin Luther King, Jr. Boulevard – Property acquired and Family Dollar developed
- Development of new housing – 60 new single family homes developed In partnership with nonprofits, the City and CRA.

The Heart of Boynton District is bounded by the C. Stanley Weaver (C-Canal) canal to the north, I-95 to the west, N.E. 3rd Avenue to the south and the FEC rail line to the east. The area is within walking distance of the Cultural and Downtown Districts.

A major arterial road—Seacrest Boulevard—runs through the neighborhood north/south. Martin Luther King, Jr. Boulevard, once lined with locally-owned businesses, runs east/west.

There are two public elementary schools in the neighborhood, Poinciana and Galaxy. Both schools are STEM schools (Science, Technology, Engineering and Math).

There are a number of parks and special use areas within the neighborhood, such as, Carolyn Sims Community Center, Galaxy Park and Scrub and Sara Sims Park.

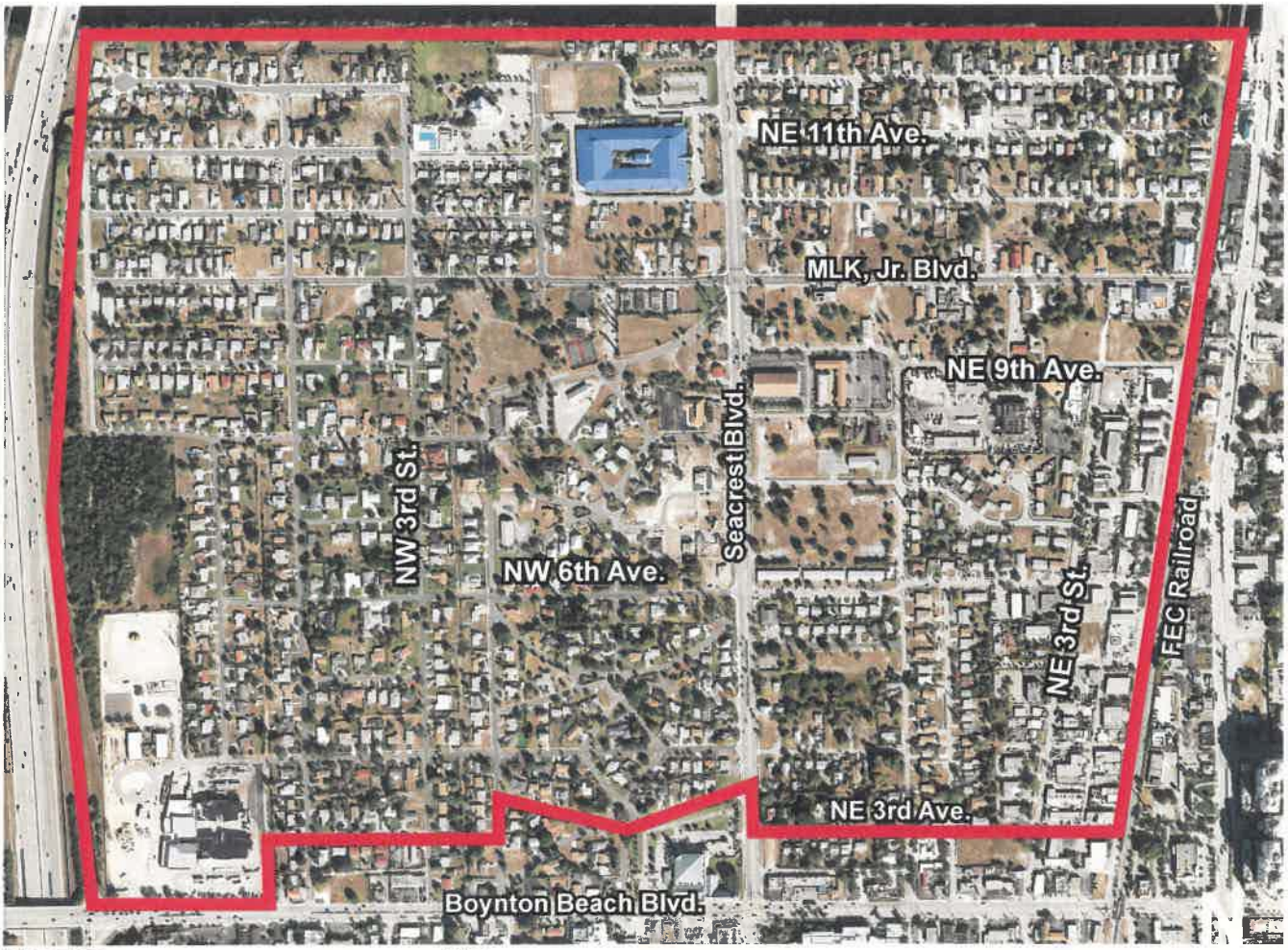


Figure 57: Heart of Boynton District Location Map

Planning Challenges

The Heart of Boynton area suffers from an aging and poorly maintained housing stock. The CRA and City, in partnership with local non-profits, continue to develop single-family homes, but there is a need for quality affordable multi-family rental housing. The problem is that—given low median household incomes—it cost more to build even modest apartments than many of the families can afford. This gap will has to be filled through some form of a subsidy.

Another major deterrent to private investment is the visible blight and crime. There are still a number of small convenience stores that allow loitering and illegal activities for all to see, discouraging people to buy homes or invest in businesses within the area.

The District is comprised of small parcels platted in the 1920's – 1930's, during Florida's land boom. The parcels are owned by many different people making assembly of a developable site very difficult and expensive. Moreover, many owners have an unrealistic sense of the value of their property.

Over the years, the neighborhood has lost most of their retailers and service providers. There is no full service grocery store and only one take-out restaurant. The majority of commercial use is represented by convenience stores. A new Family Dollar store at the corner of Martin Luther King, Jr. Boulevard and Seacrest Boulevard has been a welcome addition, but there is a need for more retail services.

The neighborhood is bifurcated by a four-lane Seacrest Boulevard, which has only one signalized pedestrian crossing even though there are two elementary schools in the neighborhood. The width of the road and drive aisles encourage speeding through the neighborhood; clearly, the road is not presently designed at a neighborhood scale.

Both Seacrest Boulevard and Martin Luther King, Jr. Boulevard have older, ill-maintained power poles with overhead utilities, causing a "visual blight."

Figure 58: Example of District Planning Challenges

Planning Considerations

Several factors were considered in determining the land use designations for the Heart of Boynton District. A future commuter rail station for the planned Tri-Rail Coastal Link service, which will serve the South Florida metropolitan region, is planned for downtown at N.E. 4th between Ocean Avenue and Boynton Beach Boulevard. To improve land development patterns in advance of station development, the City adopted a Downtown Transit Oriented Development District (DTOD), covering a ½ mile radius around the station's location, including a portion of the Heart of Boynton. The DTOD district regulations support increased intensity of development through a 25% density bonus.

A second consideration is the Transportation Concurrency Exception Area (TCEA) which, in addition to the residential exception area applicable east of I-95, exempts all development from the Palm Beach County traffic concurrency requirements thus allowing denser development.

The Plan recommends increasing density within the area where the TCEA and TOD designations overlap. However, because this District is a low-scale neighborhood, no increase in height over 45' is recommended.

Historic District. There are a significant number of historic cottages located along both sides of NE 3rd Avenue and the south side of NE 4th Avenue between N. Seacrest Boulevard and NE 1st Street. In order to protect these cottages while allowing commercial redevelopment of the south side of NE 3rd Avenue, the Plan recommends that:

- The historic cottages from the south side of NE 3rd Avenue be relocated to the vacant lots on the north side of NE 3rd Avenue.

- On completion of the relocations, a historic district, tentatively called Shepard Funk Addition Historic Cottage District, be created within the block enclosed by N. Seacrest Boulevard, NE 1st Street, NE 3rd Avenue, and NE 4th Avenue.

Figure 59: Historically significant cottages in the HOB

Vision

The Heart of Boynton area will become a model neighborhood, with its unique character and history preserved. The vision includes enriching the original vernacular architecture of the neighborhood, investing in housing and commercial uses, and connecting both through the pedestrian and vehicular networks.

Recommendations: Streetscape

Streetscape enhancements are recommended for the Seacrest Blvd and Martin Luther King Jr. Blvd. The space for these enhancements may be obtained through either right-of-way dedications or public easements. The enhancements should include:

- Implement a Complete Streets program for Seacrest Boulevard and ML K Jr. Boulevard to accommodate bike lanes and bike racks, widening of sidewalks, decorative street lights, street furniture, and on-street parking.
- Marking of major intersections with materials such as pavers, paint, etc.
- Enhanced median landscaping
- Bus shelters (will be required as part of new construction)
- Additional signalized pedestrian crossings (including mid-block) along Seacrest BoulevardAddition of canopy street trees
- Creation of a Pedestrian Zone adjacent to the right-of-ways that is inviting, safe and includes:
  - Minimum 8' wide clear sidewalk
  - Decorative light poles at both the vehicular and pedestrian scales
  - Require installation of canopy trees that provide immediate shading at time of construction
- Undergrounding of overhead utilities
- Creation of a greenway to connect the greenway proposed along NW 1st Avenue, Sara Sims Park, and Wilson Park per the Connectivity Plan
- Creation of an eco-trail to connect the existing scrub and linear parks per the Connectivity Plan

Figure 60: Seacrest Blvd Streetscape Area

Figure 61: MLK JR. Blvd. Streetscape Area

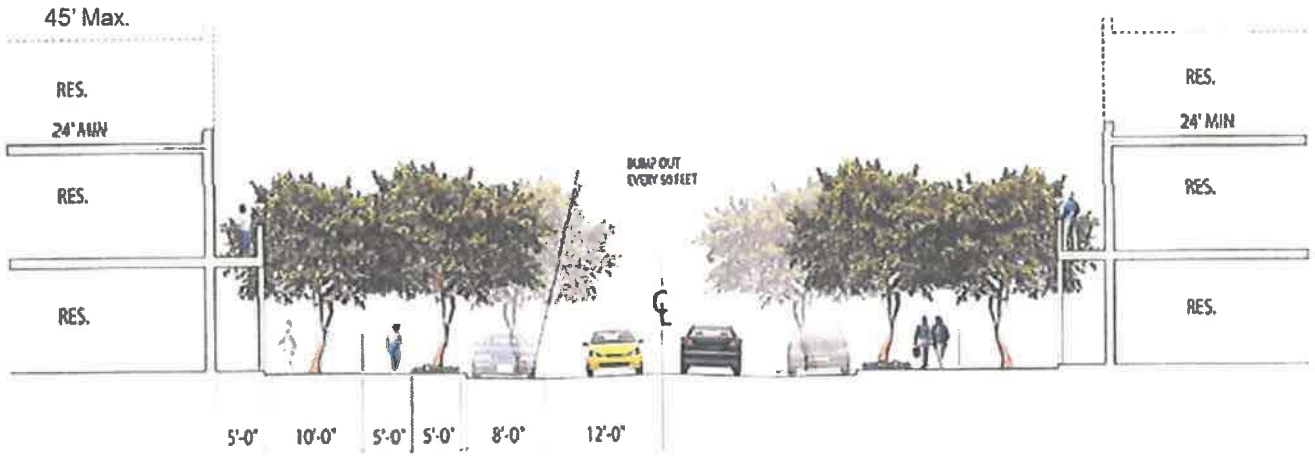


Figure 62: MLK JR. Blvd. Street Section

Recommendations: Land Use

The existing land use designations within the Heart of Boynton District are:

- Low Density Residential – 5 units per acre (all of this land use designation is concentrated on the west side of Seacrest Boulevard.
- Medium Density Residential – 10 units per acre (this land use designation is concentrated on the east side of Seacrest Boulevard)
- High Density Residential – 11 units per acre (currently over the Ocean Breeze West development and along W. Seacrest from N.W. 8th to N.W. 9th)
- Mixed-Use – 40 units per acre (this land use designation is placed on the CRA-owned Ocean Breeze East block and on CRA-owned property along MLK, Jr. Boulevard)
- Local Retail Commercial, General Commercial, Industrial, Recreational, and Public & Private Governmental/Institutional

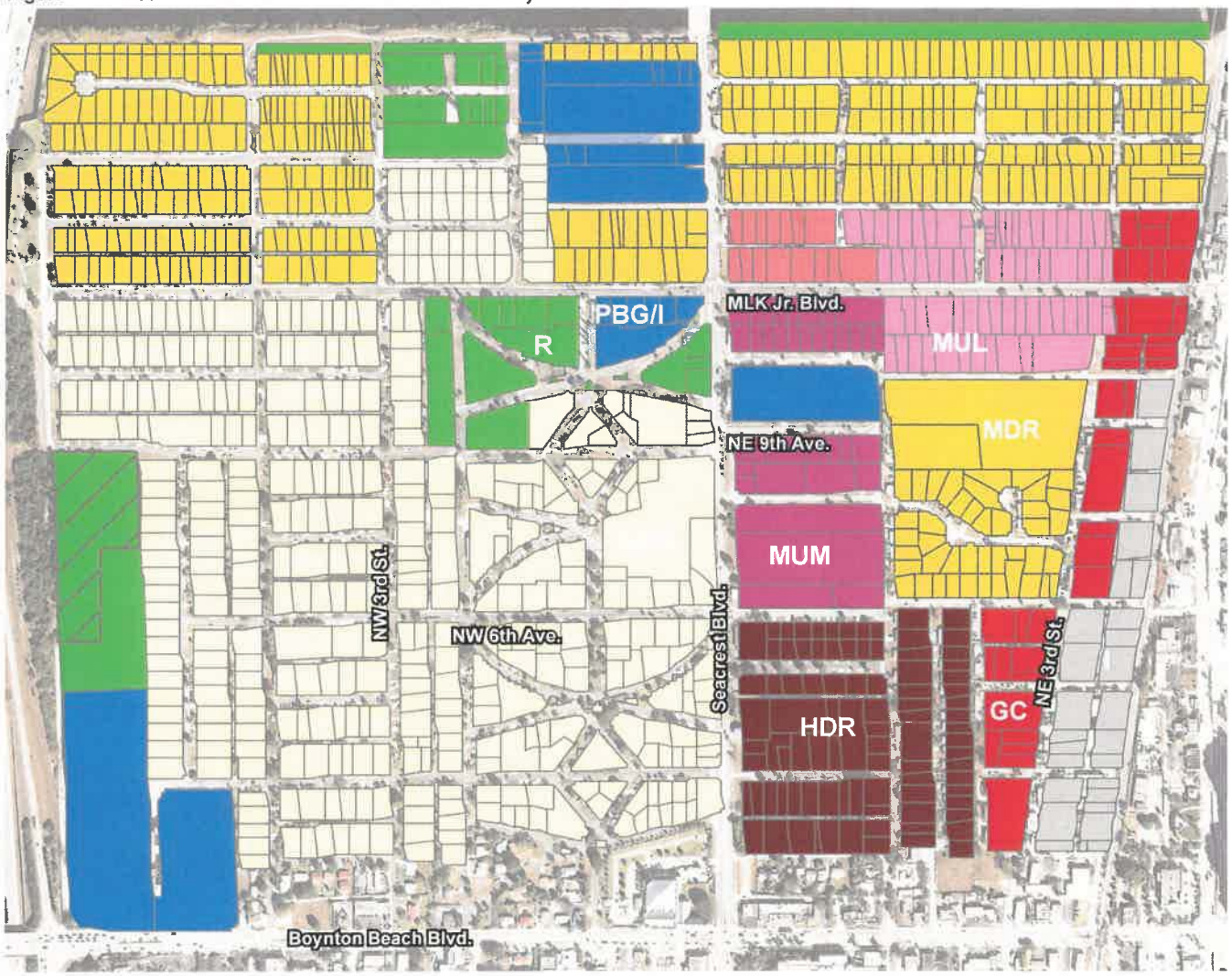
Below is a table of the proposed land use and zoning designations that will apply within the Federal Highway Corridor District:

Table 7: Recommended Future Land Use (FLU) Classifications within the Heart of Boynton District

LAND USE	DENSITY	CORRESPONDING ZONING	DENSITY CAP*	MAX HEIGHT
Mixed-Use Medium*	50	MU-2, MU-3	50	75'
Mixed-Use Low	20	MU-1	20	45'
High Density Residential	15	R4, IPUD	15	45'
Medium Density Residential	11	R3, IPUD	11	45'
Low Density Residential	7.5	R-1-AAA, R-1-AAB, R-1-AA, R-1-A, R-1, PUD	7.5	45'
Local Retail Commercial	n/a	C-2, C-3, PCD	n/a	45'
General Commercial	n/a	C-4	n/a	45'
Industrial	n/a	M-1	n/a	45'
PPGI	n/a	Public Usage	n/a	45'
Recreation	n/a	Recreation	n/a	45'

*Properties located within the TOD may recieve a 25% density bonus

Figure 63: Recommended Land Use for the Heart of Boynton District



LEGEND

- Recreational (R)
- Industrial (I)
- Low Density Residential (LDR) 5 du/ac
- Medium Density Residential (MDR) 11 du/ac
- High Density Residential (HDR)15 du/ac
- Special High Density Residential (SHDR) 20du/ac
- Institutional (PPGI)
- Local Retail Commercial (LRC)
- General Commercial (GC)
- Mixed Use Low (MUL) 20 du/ac
- Mixed Use Medium (MUM) 50 du/ac
- Mixed Use High (MUH) 80 du/ac
- TOD

Recommendations: Urban Design

- There are three architectural styles of historic structures in the Heart of Boynton: Mission, Frame Vernacular, and Mediterranean Revival. When building in this District, new development shall attempt to utilize one of these architectural styles.
- A Historic Cottage District should be considered adjacent to the proposed Cottage District; where feasible, historically contributing cottages in the area shall be relocated in the Historic Cottage District.
- Commercial buildings fronting MLK Jr., Boulevard and/or Seacrest Boulevard shall maximize the amount of glazing.
- Residential buildings fronting MLK Jr., Boulevard and/or Seacrest Boulevard shall be designed to have pedestrian access from the main road and have front door facing the main road.
- All buildings along MLK Jr., Boulevard and/or Seacrest Boulevard shall be set back to allow for a pedestrian zone.
- Approximately 75% of the lot frontage must be occupied by structure and be adjacent to the pedestrian zone.
- Buildings fronting MLK Jr., Boulevard shall be a maximum of two story and stepped back to continue to the maximum allowed height in the designated Zoning District.
- Parking shall be located to the rear or side of the buildings
- Curb cuts shall be permitted on Boynton Beach Blvd only when access is not possible from the rear or side.
- When adjacent to commercial uses, single-family areas shall be protected through the use of landscape buffers and/or walls as appropriate.

Figure 64: Heart of Boynton Projects

Sara Sims Park Expansion

Working with residents of the community, the CRA and its consultant created a master plan for the expansion and improvement of Sara Sims Park. The CRA has also purchased seven properties and deeded them to the City in preparation for the eventual expansion of the park. Staff will review the feasibility of converting a portion of Sara Sims Park Master Plan, along the western boundary, from Recreational Land Use to Single Family. This process shall include a public meeting, the Parks and Recreation Board review and recommendation, and CIty Commision approval.

Figure 65: Sara Sims Expansion

Ocean Breeze East

The CRA owns 4.5 acres of vacant land east of Seacrest Boulevard between N.E. 6th and 7th Avenues. The CRA is seeking a private development partner to build a multi-family project on the site.

Figure 66: Ocean Breeze East

Cottage District

The CRA owns approximately 5 acres on the block between N.E. 4th and 5th Avenue. The CRA's goal for this site is to attract a private development partner to build single-family for-sale homes in the style of the surrounding historic cottages.

Figure 67: Cottage District

MLK Commercial

Leveraging CRA-owned land and economic development grants, the CRA was able to bring a Family Dollar store to the Martin Luther King, Jr. Boulevard corridor in 2015. The CRA owns additional land on the corridor and continues to work with developers to attract new and needed neighborhood retail.

MLK Multi Family

Utilizing CRA-owned land, the CRA is seeking to attract a private development partner to build a multi-family development along the Martin Luther King, Jr. Boulevard corridor. The development may include commercial uses.

Figure 68: Example of a Commercial Project on MLK Jr. Blvd.

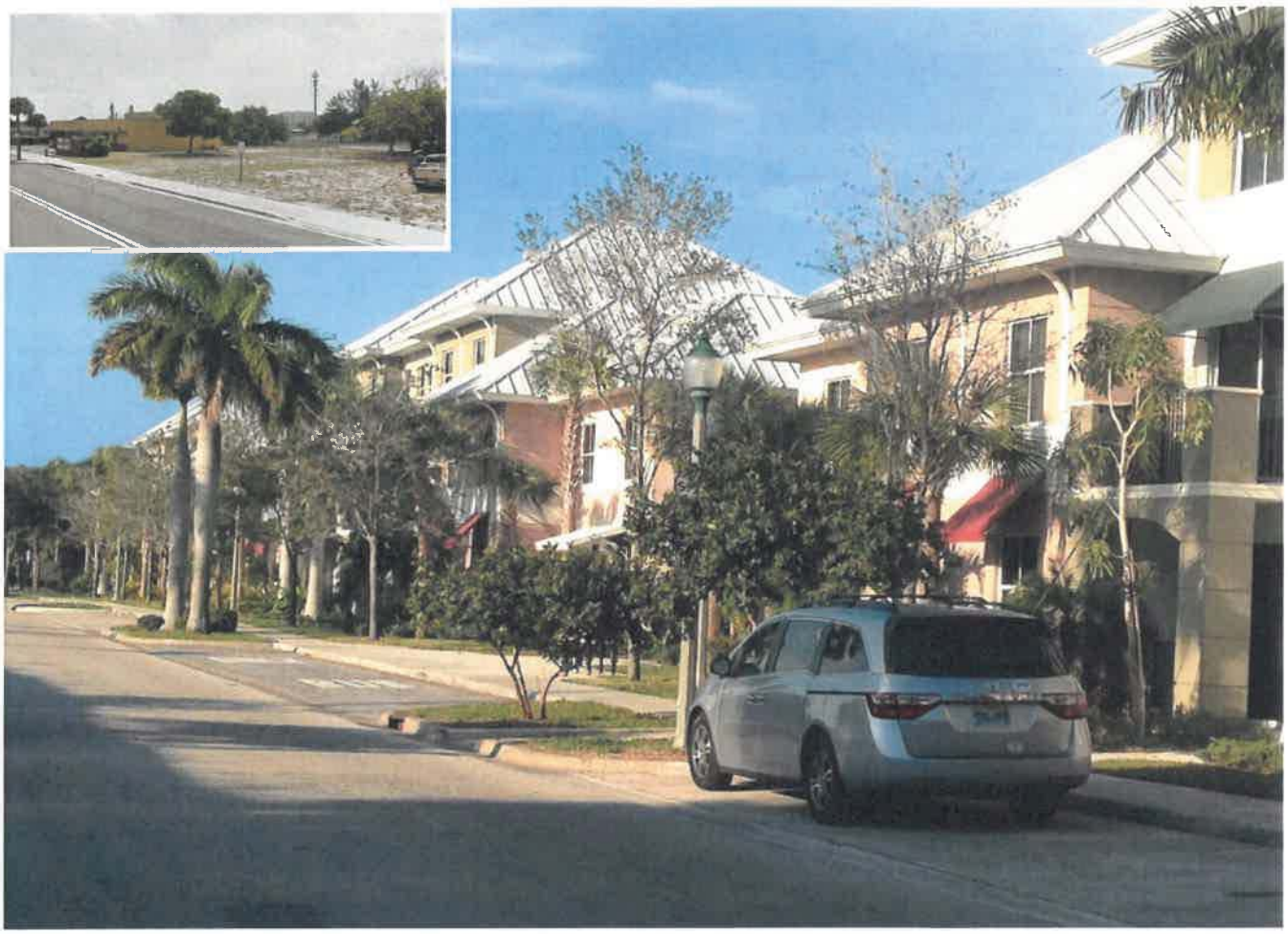


Figure 69: Example of Multi Family Project on MLK Jr. Blvd.

THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE INDICATED, REMOVING TREES, STUMPS, ROOTS, MUCK, EXISTING PAVEMENT AND ALL OTHER DELETERIOUS MATERIAL.

3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY

BE PROVIDED, MINIMUM, FORTY-EIGHT (48) HOURS WRITTEN NOTIFICATION BY THE CONTRACTOR.

SURVEY DATA

INTERVALS OR AS THEY BECOME FULL OF DEBRIS.

3. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED AND RESEEDED AS NEEDED.

4. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE

6. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND THE ENGINEER.

7. ALL COPIES OF COMPACTION, CONCRETE AND OTHER REQUIRED TEST RESULTS ARE TO BE SENT TO THE OWNER AND ENGINEER DIRECTLY FROM THE TESTING AGENCY.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE ENGINEER A CERTIFIED RECORD SURVEY SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA DEPICTING THE ACTUAL FIELD LOCATION OF ALL CONSTRUCTED IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. ALL SURVEY COSTS WILL BE THE CONTRACTOR'S RESPONSIBILITY.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING AND MAINTAINING AS-BUILT INFORMATION WHICH SHALL BE RECORDED AS CONSTRUCTION PROGRESSES OR AT THE COMPLETION OF APPROPRIATE CONSTRUCTION INTERVALS AND SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS TO THE OWNER FOR THE PURPOSE OF CERTIFICATION TO JURISDICTIONAL AGENCIES AS REQUIRED. ALL AS-BUILT DATA SHALL BE COLLECTED BY A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR WHOSE SERVICES ARE ENGAGED BY THE CONTRACTOR.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK THAT WOULD BE AFFECTED. FAILURE TO NOTIFY OWNER OF AN IDENTIFIABLE CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.

11. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR VERIFYING ALL QUANTITIES, TAKE-OFF MEASUREMENTS, MATERIALS, ETC. DURING THE BID PROCESS WHEN DISCREPANCIES OCCUR, THE PHYSICAL PLAN TAKES PRECEDENCE. THE ENGINEER, LANDSCAPE ARCHITECT, COUNTY, CITY OR PROJECT MANAGERS ARE NOT TO BE HELD RESPONSIBLE FOR DISCREPANCIES TO THE SPECIFICATIONS OR PLANS.

12. THE CONTRACTOR SHALL LIMIT CONSTRUCTION OPERATIONS TO WITHIN THE LIMITS OF CONSTRUCTION. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ANY DAMAGES OUTSIDE THE LIMITS OF CONSTRUCTION.

13. CONTRACTOR IS ADVISED THAT THE U.S. ENVIRONMENTAL PROTECTION AGENCY REQUIRES THAT ALL OPERATORS FILE A NOTICE OF INTENT (NOI) FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NPDES GENERAL PERMIT PRIOR TO BEGINNING WORK. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO OBTAIN THE SAME. A COPY SHALL BE SENT TO THE ENGINEER OF RECORD, ARCHITECT OF RECORD AND THE OWNER.

14. FLORIDA LAW (F.S. 553.851) PROTECTION OF UNDERGROUND PIPELINES MANDATES THAT "NO EXCAVATOR SHALL COMMENCE OR PERFORM ANY EXCAVATION WITHOUT FIRST OBTAINING INFORMATION CONCERNING THE POSSIBLE LOCATION OF GAS PIPELINES IN THE AREA OF PROPOSED EXCAVATION." THE EXCAVATOR MUST NOTIFY THE GAS UTILITY A MINIMUM OF 2 WORKING DAYS AND A MAXIMUM OF 5 WORKING DAYS PRIOR TO EXCAVATION.

15. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE LOCAL ELECTRICAL PROVIDER ON ANY WORK IN THE VICINITY OF OVERHEAD OR UNDERGROUND POWER LINES.

16. CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING ALL PLANS RELATED TO SITE WORK INCLUDING (BUT NOT LIMITED TO) LANDSCAPE, IRRIGATION, SITE LIGHTING, BUILDING FOUNDATION, PLUMBING, FIRE SPRINKLER, AND OTHER APPLICABLE PLANS. FOR CONFLICTING INFORMATION AND ALERT OWNER'S REPRESENTATIVE OF ANY CONFLICT FOR RESOLUTION.

17. CONTRACTOR SHALL VERIFY LOCATION OF ALL IRRIGATION, STREET LIGHTING, AND ELECTRICAL CONDUIT THAT WILL BE IN CONFLICT WITH ANY PROPOSED CONSTRUCTION AND SHALL RESOLVE CONFLICT ACCORDINGLY. COST OF CONFLICT RESOLUTION SHALL BE INCLUDED IN THE BID.

18. ANY DEBRIS RESULTING FROM STRIPPING AND DEMOLITION OPERATIONS SHALL BE REMOVED FROM THE SITE AT FREQUENT INTERVALS TO PREVENT THIS MATERIAL FROM ACCUMULATING ON SITE.

19. UPON REMOVAL OF TREES, SHRUBS OR ANY STUMP GRINDING, NO ROOT GREATER THAN THREE INCHES IN DIAMETER SHALL REMAIN WITHIN FIVE FEET OF AN UNDERGROUND STRUCTURE OR UTILITY LINE OR UNDER PAVED FOOTINGS OR PAVED AREAS.

20. THE CONTRACTOR SHALL RESTORE ALL DISTURBED VEGETATION IN KIND, UNLESS SHOWN OTHERWISE.

PRECONSTRUCTION RESPONSIBILITIES

1. UPON RECEIPT OF NOTICE OF AWARD, THE CONTRACTOR SHALL ARRANGE A PRECONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, ALL AFFECTED UTILITY OWNERS, THE OWNER, THE ENGINEER AND ITSELF.

2. THE CONTRACTOR SHALL CONTACT "SUNSHINE STATE ONE CALL OF FLORIDA, INC. (811)" AT LEAST 2 WORKING DAYS PRIOR TO BEGINNING ANY EXCAVATION.

3. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION, ELEVATION, AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION.

4. EXISTING UTILITY LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF EXISTING UTILITIES SHOWN OR FOR ANY EXISTING UTILITIES NOT SHOWN.

5. IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.

UTILITY CONTACT INFORMATION

COMPANY	CONTACT PERSON	TELEPHONE NUMBER
CITY OF BOYNTON BEACH	CHRISTOPHER ROSCHEK	TEL. 561-742-6413
FLORIDA POWER & LIGHT	TRACY STERN	TEL. 800-868-9554
ATT / DISTRIBUTION	OTIS KEEVE	TEL. 954-723-2540
COMCAST	AARON NEELY	TEL. 772-321-3425
FLORIDA PUBLIC UTILITIES CO.	DALE BUTCHER	TEL. 561-836-1826
PALM BEACH COUNTY TRAFFIC OPERATIONS	ROD FRIEDEL	TEL. 561-681-4371
FPL FIBERNET	DANNY HASKETT	TEL. 305-552-2931
FDOT	KATHERINE RICO	TEL. 954-847-2680

EROSION CONTROL NOTES

1. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF FLORIDA *NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME* FAMILIAR WITH THEIR CONTENTS.

2. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.

3. BEST MANAGEMENT PRACTICES (BMPS) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE PERMITTING AGENCY OR OWNER.

4. EROSION AND SEDIMENTATION CONTROL PLAN MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.

5. THE CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.

6. CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.

7. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.

8. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.

9. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.

10. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THE PLAN, SHALL BE INITIATED AS SOON AS PRACTICABLE.

11. *STABILIZATION PRACTICES SHOULD BE INITIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7* DAYS WHERE CONSTRUCTION HAS TEMPORARILY OR PERMANENTLY CEASED.

12. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY STABILIZED. THESE AREAS SHALL BE STABILIZED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRED.

13. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.

14. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED AS SOON AS POSSIBLE.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.

16. ON-SITE & OFF-SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE EROSION AND SEDIMENTATION CONTROL PLAN AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.

17. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.

18. DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES AS NECESSARY AS CONSTRUCTION *PROGRESSES (SILT FENCES, ETC.) TO PREVENT EROSION.*

19. ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY. THIS INCLUDES BACK FILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.

20. THE CONTRACTOR IS RESPONSIBLE FOR PREPARING THE FINAL STORM WATER POLLUTION PREVENTION PLAN. THE PLAN SHALL BE SUBMITTED TO THE OWNER AND ENGINEER WHICH DEMONSTRATES THE MECHANISMS AND PRACTICES THAT WILL BE EMPLOYED TO PROTECT THE CONSTRUCTION SITE AND SURROUNDING AREA DURING CONSTRUCTION. THE PLAN SHALL BE CONSISTENT WITH FEDERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES PERMIT REQUIREMENTS PERTAINING TO POLLUTION PREVENTION PLANS. THE PLAN SHALL INCLUDE, BUT NOT BE LIMITED TO, THE LOCATIONS OF SILT BARRIERS, TURBIDITY SCREENS OR TEMPORARY SHEETING, EMERGENCY RESPONSE PRACTICES, AND OTHER METHODS TO PREVENT POLLUTION. REFUELING OR STORAGE OF VEHICLES OR EQUIPMENT THAT UTILIZE PETROLEUM BASED PRODUCTS SHALL BE PROHIBITED ANYWHERE WITHIN 50 FEET OF A WATER'S EDGE. THE PLAN SHALL BE SUBMITTED TO THE OWNER AFTER NOTICE OF AWARD AND PRIOR TO NOTICE TO PROCEED. AFTER REVIEW BY OWNER THE PLAN SHALL BE FILED WITH ALL APPLICABLE REGULATORY AGENCIES BY THE CONTRACTOR. REFER TO FURTHER NOTES WITHIN THESE DOCUMENTS.

21. SILT FENCE IS REQUIRED AS SHOWN ON THE PLANS AND ANYWHERE ADDITIONAL AS REQUIRED BY CONSTRUCTION. SILT FENCE IS NOT APPLICABLE IN PAVEMENT AREAS. LIMITS OF CONSTRUCTION SHOWN ARE DIAGRAMATIC. CONTRACTOR TO PROVIDE PLAN FOR SHOP DRAWING REVIEW.

22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.

DEMOLITION NOTES

1. ALL MATERIAL REMOVED FROM THIS SITE BY THE CONTRACTOR SHALL BE DISPOSED OF BY THE CONTRACTOR IN A LEGAL MANNER.

2. REFER TO THE TOPOGRAPHIC SURVEY FOR ADDITIONAL DETAILS OF EXISTING STRUCTURES, ETC., LOCATED WITHIN THE PROJECT SITE. UNLESS OTHERWISE NOTED, ALL EXISTING BUILDINGS, STRUCTURES, SLABS, CONCRETE, ASPHALT, DEBRIS PILES, SIGNS, AND ALL APPURTENANCES ARE TO BE REMOVED FROM THE SITE BY THE CONTRACTOR AND PROPERLY DISPOSED OF IN A LEGAL MANNER AS PART OF THIS CONTRACT. SOME ITEMS TO BE REMOVED MAY NOT BE DEPICTED ON THE TOPOGRAPHIC SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND DETERMINE THE FULL EXTENT OF ITEMS TO BE REMOVED. IF ANY ITEMS ARE IN QUESTION, THE CONTRACTOR SHALL CONTACT THE OWNER PRIOR TO REMOVAL OF SAID ITEMS.

3. THE CONTRACTOR SHALL REFER TO THE DEMOLITION PLAN AND LANDSCAPE PLAN FOR DEMOLITION/PRESERVATION OF EXISTING TREES. ALL TREES NOT SPECIFICALLY SHOWN TO BE REMOVED OR RELOCATED SHALL BE PRESERVED AS A PART OF THIS CONTRACT. TREE PROTECTION FENCING SHALL BE INSTALLED PRIOR TO ANY DEMOLITION. CONTRACTOR TO SEE LANDSCAPE PLAN FOR TREE PROTECTION REQUIREMENTS. ALL TREES TO REMAIN UNLESS OTHERWISE NOTED. CONTRACTOR TO NOTE EXISTING TREES TO REMAIN. SHOULD ANY TREE TO BE REMAIN BE DAMAGED BY THE CONTRACTOR, IT WILL REQUIRE REPLACEMENT IN KIND.

PAVING, GRADING AND DRAINAGE NOTES

1. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH LOCAL COUNTY OR STATE SPECIFICATIONS AND STANDARDS (LATEST EDITION) OR FDOT SPECIFICATIONS AND STANDARDS (LATEST EDITION) IF NOT COVERED BY LOCAL OR COUNTY REGULATIONS, WHICHEVER IS MOST RESTRICTIVE.

2. ALL UNPAVED AREAS DISTURBED BY CONSTRUCTION SHALL BE REGRADED AND SODDED, UNLESS OTHERWISE NOTED.

3. TRAFFIC CONTROL ON ALL FDOT, LOCAL AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.

4. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED OR ADEQUATE STABILIZATION OCCURS.

5. ALL OPEN AREAS WITHIN THE PROJECT SITE SHALL BE SODDED WITH BAHIA SOD UNLESS INDICATED OTHERWISE ON THE ENGINEERING OR LANDSCAPE PLANS.

6. ALL AREAS INDICATED AS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS INDICATED ON THE DRAWINGS.

7. WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED AND REPLACED, THE CONTRACTOR SHALL SAW CUT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE PAVEMENT WITH *THE SAME TYPE AND DEPTH OF MATERIAL AS EXISTING OR AS INDICATED.*

8. WHERE NEW PAVEMENT MEETS THE EXISTING PAVEMENT, THE CONTRACTOR SHALL SAW CUT THE EXISTING PAVEMENT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND MATCH THE EXISTING PAVEMENT ELEVATION WITH THE PROPOSED PAVEMENT UNLESS OTHERWISE INDICATED.

9. THE CONTRACTOR SHALL INSTALL FILTER FABRIC OVER ALL DRAINAGE STRUCTURES FOR THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF THE PROJECT BY THE OWNER. ALL DRAINAGE STRUCTURES AND PIPES WITHIN THE LIMITS OF CONSTRUCTION SHALL BE CLEANED OF DEBRIS AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE FLOWS.

10. IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE REQUIRED PERMITS. THE CONTRACTOR IS TO COORDINATE WITH THE OWNER AND THE ENGINEER PRIOR TO ANY EXCAVATION.

11. CONTRACTOR TO STRIP TOPSOIL AND ORGANIC MATTER FROM ALL AREAS OF THE SITE AS REQUIRED. IN SOME CASES TOPSOIL MAY BE STOCKPILED ON SITE FOR PLACEMENT WITHIN LANDSCAPED AREAS BUT ONLY AS DIRECTED BY THE OWNER.

12. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL AGENCY OR TO FDOT STANDARDS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.

13. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED AS PER PLANS. THE AREAS SHALL THEN BE SODDED AS SPECIFIED IN THE PLANS, FERTILIZED, MULCHED, WATERED, AND MAINTAINED UNTIL A GOOD STAND OF GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

14. ALL CUT OR FILL SLOPES SHALL BE 4 (HORIZONTAL) :1 (VERTICAL) OR FLATTER UNLESS OTHERWISE SHOWN.

15. THE CONTRACTOR SHALL ENSURE THAT ISLAND PLANTING AREAS AND OTHER PLANTING AREAS ARE NOT COMPACTED AND DO NOT CONTAIN ROAD BASE MATERIALS. THE CONTRACTOR SHALL ALSO EXCAVATE AND REMOVE ALL UNDESIRABLE MATERIAL FROM ALL AREAS ON THE SITE TO BE PLANTED AND PROPERLY *DISPOSED OF IN A LEGAL MANNER.*

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WWW.KIMLEY-HORN.COM CA 00000696

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REVISIONS

NO.	DESCRIPTION	DATE
1	PER CITY COMMENTS	9/27/2018

LICENSED PROFESSIONAL
BRETT A. JOHNSON, P.E.
FLORIDA LICENSE NUMBER 74005

KHA PROJECT 043176024
DATE: 01/24/2018
SCALE: AS SHOWN
DESIGNED BY: BAJ
DRAWN BY: NDB
CHECKED BY: KMS
DATE:

GENERAL NOTES

NW 11TH AVENUE RECONSTRUCTION
PREPARED FOR THE CITY OF BOYNTON BEACH
BOYNTON BEACH FLORIDA

SHEET NUMBER
C2

Plotted By: Johnson, Brett Sheet Set: NW 11TH AVENUE RECONSTRUCTION Layout: C13 DRAINAGE GRADING AND PAVING PLAN Apr 9 09, 2018 07:55:27am K:\WPB_JRG\144922001 - nw 11th ave\CAD\plansheets\C-GP-144922001.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

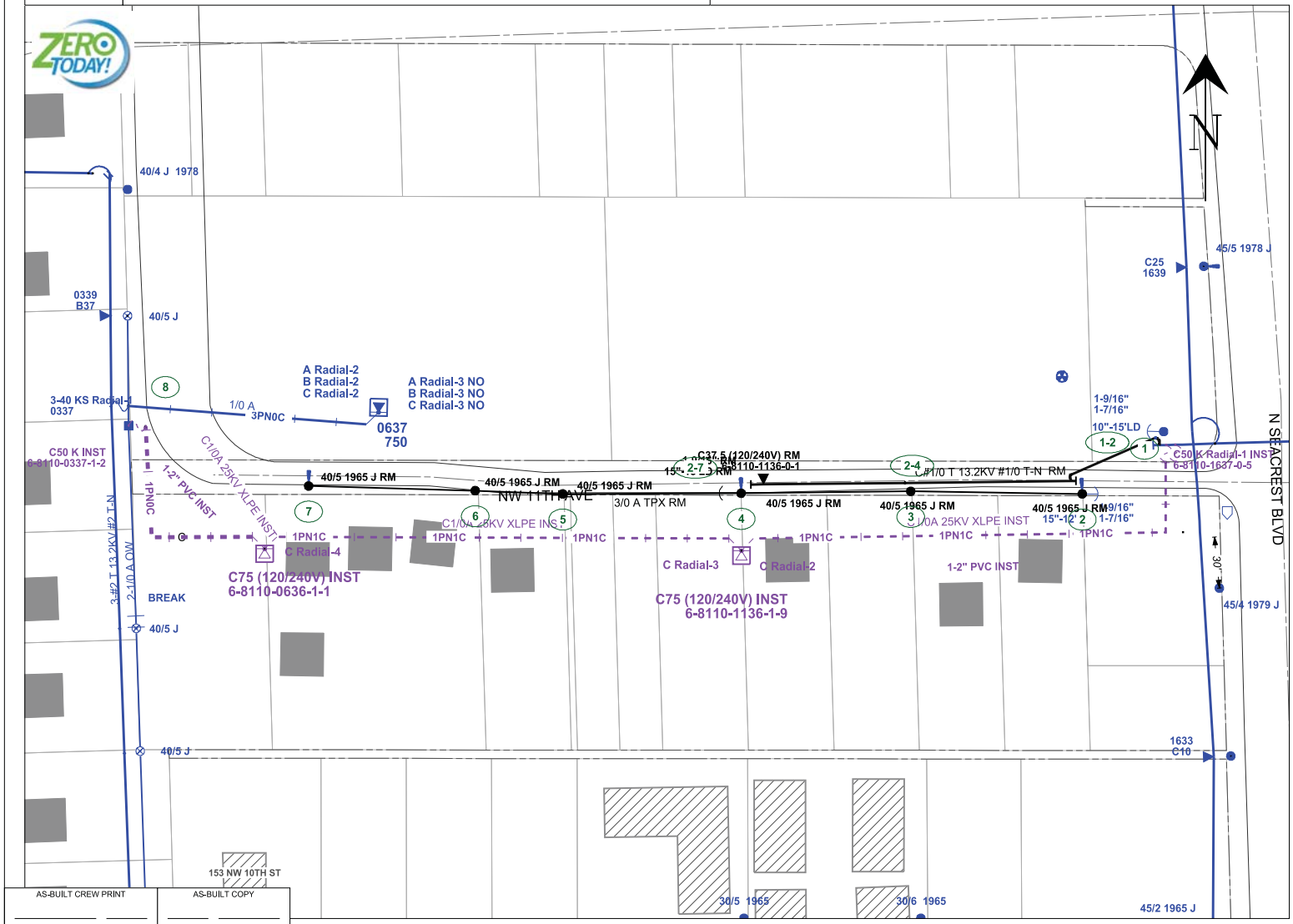
MATCH LINE THIS SHEET
NW 11TH AVE
NW 1ST S
POINCIANA ELEMENTARY SCHOOL
R/W LINE
10' UTILITY EASEMENT
DOUBLE WYE
DOUBLE WATER SERVICE (TYPICAL)
6" C900 SDR 18 WASTE WATER SERVICE SEE DETAIL G-6A FOR
CUT-IN (TYPICAL)
8" 11.25° BEND STA:1+61.61± OFF:1.54'LT±
SINGLE WATER SERVICE
2 ~ 8" 45° BENDS STA:1+39.90± (BOTTOM BEND) OFF:5.86'LT± (BOTTOM BEND)
2 ~ 8" 45° BENDS STA:3+47.28± (BOTTOM BEND) OFF:1.53'LT± (BOTTOM BEND)
8" C900 DR 18 WATER MAIN WITH TRACER WIRE 20.0' DUCTILE IRON PIPE PRESSURE CLASS 350 AT EVERY SEWER CROSSING
8"x6" TEE, VALVE AND HYDRANT STA:0+50.50± OFF:11.31'LT±
6"x8" STAINLESS STEEL TAPPING SLEEVE AND VALVE 6"x8" REDUCER STA:0+41.32± OFF:11.29'LT±
1208 NW 1ST ST
1200 NW 1ST ST
DRIVEWAY
EXISTING SIDEWALK
MATCH LINE THIS SHEET
POINCIANA ELEMENTARY SCHOOL
EXISTING SIDEWALK
DRIVEWAY
N

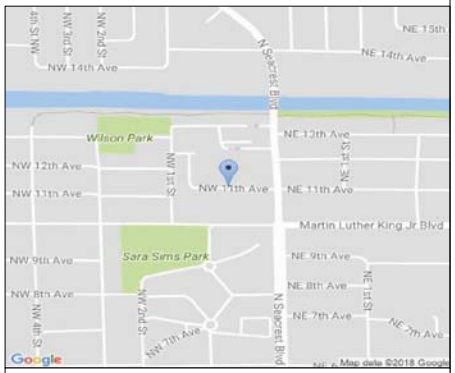
MATCH LINE THIS SHEET
NW 11TH AVE
NW 1ST S
R/W LINE
ONE 2" CONDUIT AND UNDERGROUND WIRING (POWER) MATERIAL PROVIDED BY FPL
ONE 2" CONDUIT (STREET LIGHTING)
10' UTILITY EASEMENT
24"x36" PULL BOX (TELEPHONE)
PULL BOX (STREET LIGHTING) MATERIAL PROVIDED BY FPL (TYPICAL)
SINGLE-PHASE TRANSFORMER MATERIAL PROVIDED BY FPL MAKE TERMINATIONS
EXISTING STREET LIGHT TO REMAIN
MATCH LINE THIS SHEET

APPENDIX B

FEEDERS: QUANTUM 07936

[ ] INACCESSIBLE [X] 13KV [ ] FUTURE 23KV [ ] 23KV [ ] SALT SPRAY [ ] ROCK





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CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

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CONSTRUCTION NOTES:

LOC 1: INSTALL FUSE BRACKET AND 50 K FUSE
INSTALL POTHEAD BRACKET
INSTALL 2' PLASTIC U-GUARD AND 1/0 AL PRI C-PH CABLE DOWN POLE
LOC 1-4: BLOW BIRDIE AND PULL 285' OF 1/0 AL C-PH PRI THROUGH 2" CONDUIT
LOC 4: SET PAD, MAKE ELBOWS, AND INSTALL AND ENERGIZE C75 (120/240) PMTX
LOC 4-7: BLOW BIRDIE AND PULL 250' 1/0 AL C-PH PRI THROUGH 2" CONDUIT
LOC 7: SET PAD, MAKE ELBOWS, AND INSTALL AND ENERGIZE C75 (120/240) PMTX
LOC 7-8: BLOW BIRDIE AND PULL 140' OF 1/0 AL C-PH PRI THROUGH 2" CONDUIT
LOC 8: INSTALL FUSE BRACKET AND 50 K FUSE
INSTALL POTHEAD BRACKET
INSTALL 2' PLASTIC U-GUARD AND 1/0 AL PRI C-PH CABLE DOWN POLE

SAFETY MESSAGE 12.21: PRIOR TO WORKING ON PRIMARY CABLE OR TERMINATIONS, EMPLOYEES SHALL PROTECT THEMSELVES FROM THE POSSIBILITY OF HAZARDOUS DIFFERENCES OF POTENTIAL BY USING ON OF THE FOLLOWING: EQUIPOTENTIAL MAT, ISOLATION METHOD, OR 20 KV RUBBER GLOVES

AS-BUILT CREW PRINT		AS-BUILT COPY	
Foreman's Signature	Date	Initials	Cert. Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
Supervisor's Signature Date

All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.
Foreman's Signature Date

Easement? [ ]		Tree Work? [ ]		Tree Access? [ ]	Tree Staking Req'd? [ ]
Designer/Stake? [ ]		CT/Special Mtr? [ ]		Work with SMO? [ ]	Survey/Stake? [ ]
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:			TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]
	WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	
Requested Tel. Co. Set Poles? [ ]		Requested Tel. Co. Transfer? [ ]		Request CATV Transfer? [ ]	

Job Owner:	Rachel Newmark
Designer:	Michael Foley
Date:	03/16/2018
Scale: 1" = 61'	
0' 61' 121'	

M/A: BR	Township: 45 Range: 43 Section 21
NW 11TH AVE - OH REMOVAL - REMOVE OH FACILITIES ALONG NW 11TH AVE	
UG CONV NW 11TH AVE, BOYNTON BEACH, FL, 33435	
Dwg No. 7742994_11x17 UG.xml	Map No. N0404
WR: 7742994	Page 1 of 1

Size: 11 x 17
PRINTED BY: rxn0n59
PRINTED: 03/16/2018 14:36:37
PAGE 1 of 665

SECTION 01025 - MEASUREMENT AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 GENERAL

A. The Contractor shall receive and accept the compensation provided in the Bid and the Contract as full payment for furnishing all materials, labor, tools and equipment, for performing all operations necessary to complete the work under the Contract, and also in full payment for all loss or damages arising from the nature of the work, or from any discrepancy between the actual quantities of work and quantities herein estimated by the CONSULTANT, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the CITY.

B. The prices stated in the Bid include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the Drawings and specified herein. The basis of payment for an item at the unit price shown in the proposal shall be in accordance with the description of that item in this Section.

C. The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Bid Form or Payment Items, he shall include the cost for that work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.

1.02 MEASUREMENT

A. The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the CITY, in accordance with the applicable method of measurement therefore contained herein.

1.03 AUTHORITY

A. Measurement methods delineated in the FDOT Standard Specifications for Road and Bridge Construction 2000 Edition, or the individual specification sections complement the criteria of this section. In the event of conflict, the Contractor shall notify the CITY in writing. In determining the resolution, the CITY shall consider the requirement of the individual specification section, FDOT requirements and this Section.

B. Any requirements of the Contract Documents, i.e., technical specifications or project construction drawings for which the method of payment is not explicitly defined are considered to be incidental costs and should be included in other pay items as appropriate.

1.04 RELATED SECTIONS:

A. Testing Allowance

B. Applications for Payments: Section SC1027

C. Shop Drawings, Working Drawings, and Samples – Section SC01340

D. Schedule of Values: Section SC01370

E. Change Order Procedures: Section SC01153

F. Field Engineering: Section SC01050

G. Record Drawing Requirements – Section SC01705

H. Testing Specific Utility Systems

1. Refer to Section 02513 POTABLE WATER AND RECLAIMED WATER DISTRIBUTION SYSTEMS for applicable and specific requirements. Contractor is responsible for all testing costs associated with these systems.

1.05 ALLOWANCES

A. When a Testing Allowance is identified on the Schedule of Bid Items, the following applies:

1. Costs in Testing Allowance includes engaging a certified, testing agency; execution of tests; and reporting results as approved by the CITY and CONSULTANT.

2. Costs not included in the Testing Allowance:

a. Costs of testing services used by Contractor separate from Contract Document requirements

b. Testing agency's stand-by time.

c. Costs of retesting upon failure of previous tests as determined by the CONSULTANT.

3. Only those items qualified for CITY's reimbursement shall be considered. Such items may include water quality testing of dewatering activities, geotechnical, concrete strength cylinders, special compaction and proctor testing, etc. All predetermined items shall have written, advance approval of the CITY.

4. Payment Procedures:

a. Submit two (2) copies of the testing and/or inspecting firm's invoice and copies of the Test Reports with next Application for Payment to the CITY.

b. Reimbursement to the Contractor upon proof of payment (to the testing and/or inspecting firm) on approval by the CONSULTANT.

B. When other allowances, such as NPDES permit and/or SFWMD dewatering permit application fees, or coordination with FP&L/AT&T/ Comcast or other utility are identified on the Schedule of Bid Items, the following applies:

1. Only those items qualified for CITY reimbursement shall be considered. All items shall have written, advance approval of the CITY.

2. Payment Procedures:

a. Submit two (2) copies of the agreed invoicing format with proof of payment (as applicable) with next Application for Payment.

1.06 SCHEDULE OF VALUES

A. Submit Schedule of Values at the Pre-Construction Meeting.

B. The Schedule of Values shall be a computer generated original. When the Contractor's proposed Schedule of Values is accepted by the CITY, it shall become the basis for the Application for Payment.

C. Contractor shall only revise the accepted Schedule of Values to identify, as separate line items approved on a Field Order or Change Order. The CITY may issue a Field Order substituting or modifying Schedule of Value items.

1.07 APPLICATIONS FOR PAYMENT

A. Submit five (5) copies of each Application for Payment (AFP). After certification by the CONSULTANT, the CONSULTANT will retain one (1) copy, one (1) copy will be returned to the Contractor and three (3) copies will be forwarded to the CITY for review, authorization and processing.

B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment outlining the following:

1. Provide a column for each of the following:

a. Item Number

b. Item Description

c. Quantity

d. Unit of measurement
e. Scheduled Value

f. Change Orders

g. Work Completed:
1. Previous Period (Quantity and Value)
2. This Period (Quantity and Value)

h. To Date (Quantity and Value)

i. Percentage of Completion

j. Balance to Finish

k.. Retainage

NOTE: There is no column for "Materials Stored", the CITY does not pay for items ordered and/or stored on site. As defined later in this Section, payment for pay items are paid for once the item is installed, measured in place, completed and accepted.

C. Application for Final Payment must be marked FINAL. Contractor must include in the FINAL AFP package, proof of payment and final settlement with the CITY with regards to any temporary and/or construction water meters used during the course of the project.

D. When existing Right-Of-Way (ROW) irrigation must be disturbed due to pipeline installation or swale development, any existing irrigation lines shall be marked on the Contractors drawings prior to or at the time of temporary cutting-&-capping. The replacement of existing irrigation in the Public Right-Of-Way as the result of pipeline installation or swale development is NOT a pay item. Replacement of existing ROW irrigation shall be incidental to the Unit Price of the pipeline or swale development.

1.08 MEASUREMENT OF AND PAYMENT FOR WORK

A. Monthly Payments to the Contractor. The Contractor shall plan its work for construction on the basis of twelve (12) monthly pay periods per year. So long as the work is prosecuted in compliance with the provisions of the Contract, the Contractor will, on or about the last day of the pay period, make an approximate estimate, in writing on a form approved by the CITY of the proportionate value of the work done, items, and locations of the work performed up to and including the last day of the period then ending. The CONSULTANT will then review such estimate and make the necessary recommendations to the Contractor for revision. The Contractor shall revise the Application for Payment and resubmit to the CONSULTANT for review and Certification. **Redlined Applications for Payment will not be accepted by the CITY.** If the Contractor and the CONSULTANT do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the CONSULTANT shall be binding. The amount of such estimate after deducting ten percent (10%) and all previous payments, shall be due and payable to the Contractor in accordance with the Florida Prompt Payment Act, §218.70 Florida Statutes, as may be amended from time to time.

B. Substantiating Data: When the CONSULTANT requires substantiating information, Contractor shall submit data justifying quantities and dollar amounts in question. Contractor shall provide three (3) copies of data with cover letter for each copy of submittal showing application number and date, and line item by number and description.

1.09 MEASUREMENT AND PAYMENT - UNIT PRICES

A. Measurement methods delineated in individual specification sections

complement criteria of this section. In event of conflict, requirements of individual specification section govern.

B. Contractor shall take daily and weekly measurements and compute quantities. The Contractor shall review and sign these daily and weekly measurements with the CONSULTANT. The CONSULTANT shall also sign-off on the weekly measurement sheets indicating the CONSULTANT's progressive concurrence with the quantities. The Contractor shall transmit the signed-off weekly measurement sheets to the CONSULTANT. These measurement sheets shall be used to form the basis of the quantities claimed on the Application For Payment.

C. Unit Quantities

1. Quantities indicated in the Schedule of Bid Items are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Consultant and CITY determine payment.

2. If the actual Work requires more or fewer quantities than those quantities indicated in the bid items, Contractor shall provide the required quantities at the unit sum/prices contracted.

D. Payment Includes: Full compensation for required labor, products, tools, equipment, facilities, transportation, services and incidentals; erection; application or installation of an item of the Work; and overhead and profit.

E. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the CONSULTANT and CITY, multiplied by the unit sum/price for Work, which is incorporated in or made necessary by the Work.

1.10 Measurement of Quantities:

A. Weigh Scales: Inspected, tested and certified by the applicable State of Florida Weights and Measures department within the past year.

B. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.

C. Metering Devices: Inspected, tested and certified by the applicable State of Florida Weights and Measures Department within the past year.

D. Measurement by Weight: Concrete reinforcing steel rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.

E. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.

F. Measurement by Area: Measured by square dimension using mean length and width or radius.

G. Linear Measurement: Measured by linear dimension, at the item centerline. Minor offsets (less than a total of five (5) feet) will not be measured for payment. Measurement shall be along the horizontal axis at finished grade.

H. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed and accepted item or unit of the Work.

I. Payment for Work does not indicate acceptance. Work items previously paid for may require additional work effort to bring them into compliance with the requirements of the specific technical specifications and/or project drawings.

1.11 UNIT OF MEASURE – SCHEDULE OF BID PRICES

A. Payment for furnishing and installing those items cited in the Schedule of Bid Items and subsequent Schedule of Values is noted herein. If "remove and replace" is indicated on the project construction drawings (by either annotation or line weight), then the item

descriptions below include the removal and proper disposal of the existing items.

B. Mobilization/Demobilization, Bonds, Insurance & General Requirements – Bid Items No. 1

1. Payment for the General Conditions shall be made per item and shall be full compensation for preparatory work and operations in mobilizing and demobilizing for the project including but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to and from the project site, Maintenance of Traffic, for establishment of temporary offices, buildings, safety equipment, sanitary and other facilities and compliance with permit conditions for permits secured by either the Owner or Contractor.

2. MOT plans shall be required for work within City of Boynton Beach R-O-W.

3. Audio Video Documentation shall be performed pre and post construction as specified in Special Conditions SC01390 VIDEO AND PHOTOGRAPHIC SITE SURVEY.

4. The cost of bonds, permits, required insurance and any other pre-construction expense necessary for the start of the work shall also be included in the General Conditions.

C. NPDES Compliance – Bid Item No. 2

1. Payment for NPDES compliance shall include the preparation of the NPDES Plan, development and compilation of the BMPs, site implementation and documentation of inspections.

2. Contractor shall refer to the Schedule of Bid Items for instructions on the method of calculation for this Pay Item. Any bidder who enters an amount greater than the 1.5% limit for this pay item may be disqualified and the CITY and Consultant may not evaluate their bid proposal. This cost shall be shown on the Schedule of Values.

3. Partial payments for the NPDES compliance shall be made in accordance with the following schedule:

Percent of Original Contract Amount Earned	Allowable percent of NPDES Compliance
10	10
25	25
50	50
75	No additional payment
Final Payment	100

D. Record Drawings – Bid Item No. 3

1. Payment for Record Drawings shall be made at the Contract lump sum price and shall be full compensation for preparation and maintenance of the Record Drawings as specified in technical specification 01340 SHOP DRAWING REQUIREMENTS and the requirements of this Special Conditions.

2. Partial payments for the Record Drawings shall be made in accordance with the following schedule:

Percent of Original Contract Amount Earned	Allowable percent of Lump Sum Price For Record Drawings
10	10
25	25
50	50
75	75
Final Payment	100

3. Contractor shall submit updated As-Built Drawings with each Pay Application Request.

E. Indemnification – Bid Item No. 4

1. Payment under this item is in accordance with of the Front-End Contract Documents.

F. Demolition – Bid Item No. 5

1. Method of Measurement: The quantity to be paid for under this section shall be on a lump sum basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to remove concrete sidewalk, signs, fence, guardrail, asphalt pavement, base, curb & gutter, on-site debris, abandoned utilities, utilities to be removed except those with separate bid items, including disposal, and any other work described on the plans or required for a complete and functional system.

G. Site Restoration – Bid Item No. 6

1. Method of Measurement: The quantity to be paid for under this section shall be on a lump sum basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to restore the site to a condition equal to or better than the existing and any other work described on the plans or required for a complete and functional system.

H. Earthwork – Bid Item No. 7

1. Method of Measurement: The quantity to be paid for under this section shall be on a lump sum basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to bring the site to proposed grade, including excavation, embankment, grading, disposal of excess material, compaction, testing, and any other work described on the plans or required for a complete and functional system.

I. Subgrade Preparation – Bid Item No. 8

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to prepare subgrade, including stabilizing, grading, compaction, testing, and any other work described on the plans or required for a complete and functional system.

J. Base – Bid Item No. 9

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install base material, including grading, compaction, testing, and any other work described on the plans or required for a complete and functional system.

K. Milling – Bid Item No. 10

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to mill the existing asphalt pavement (1" minimum), including millings disposal, and any other work described on the plans or required for a complete and functional system.

L. 1" Asphalt – Bid Item No. 11

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 1" thick asphalt (compacted thickness), including tack coat, compaction, testing, overbuild, and any other work described on the plans or required for a complete and functional system.

M. 1-1/2" Asphalt – Bid Item No. 12

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 1-1/2" thick asphalt (compacted thickness), including prime coat, compaction, testing, and any other work described on the plans or required for a complete and functional system.

N. Subgrade Preparation – County R/W – Bid Item No. 13

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to prepare subgrade, including grading, compaction, testing, and any other work described on the plans or required for a complete and functional system.

O. Base – County R/W – Bid Item No. 14

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install base material, including grading, compaction, testing, and any other work described on the plans or required for a complete and functional system.

P. Milling – County R/W – Bid Item No. 15

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to mill the existing asphalt pavement (1" minimum), including millings disposal, and any other work described on the plans or required for a complete and functional system.

Q. 1" Asphalt – County R/W – Bid Item No. 16

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 1" thick asphalt (compacted thickness), including tack coat, compaction, testing, overbuild, and any other work described on the plans or required for a complete and functional system.

R. 1-1/2" Asphalt – County R/W – Bid Item No. 17

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 1-1/2" thick asphalt (compacted

thickness), including prime coat, compaction, testing, and any other work described on the plans or required for a complete and functional system.

S. Ditch Bottom Inlet – Bid Item No. 18

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install ditch bottom inlets, including filter fabric, washed rock, pipe connections, frame & grate, backfill, compaction, testing, and any other work described on the plans or required for a complete and functional system.

T. Manhole – Bid Item No. 19

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install manholes, including filter fabric, rock support, pipe connections, bricks, frame & cover, backfill, compaction, testing, and any other work described on the plans or required for a complete and functional system.

U. Adjust Rim – Bid Item No. 20

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to adjust existing manhole rims to proposed grade and any other work described on the plans or required for a complete and functional system.

V. Exfiltration Trench – Bid Item No. 21

1. Method of Measurement: The quantity to be paid for under this section shall be per linear foot.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install exfiltration trench, including filter fabric, washed rock, pipe (including solid sections at inlets/manholes), backfill, compaction, testing, and any other work described on the plans or required for a complete and functional system.

W. Flume – Bid Item No. 22

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install flumes, including excavation, formwork, concrete placement, saw cutting, and any other work described on the plans or required for a complete and functional system.

X. Bollard – Bid Item No. 23

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install bollards, including excavation, formwork, concrete placement, backfilling, compaction, testing, painting, and any other work described on the plans or required for a complete and functional

system.

Y. Curb & Gutter – Bid Item No. 24

1. Method of Measurement: The quantity to be paid for under this section shall be per linear foot.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install curb & gutter, including compaction, formwork, placement, saw cutting, testing, and any other work described on the plans or required for a complete and functional system.

Z. Curb – Bid Item No. 25

1. Method of Measurement: The quantity to be paid for under this section shall be per linear foot.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install curb, including compaction, formwork, placement, saw cutting, testing, and any other work described on the plans or required for a complete and functional system.

AA. Sidewalk – Bid Item No. 26

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install concrete sidewalk, including grading, compaction, formwork, placement, expansion joints, saw cutting, testing, and any other work described on the plans or required for a complete and functional system.

BB. Detectable Warning – Bid Item No. 27

1. Method of Measurement: The quantity to be paid for under this section shall be per square foot.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install detectable warning surfaces and any other work described on the plans or required for a complete and functional system.

CC. Sign – Bid Item No. 28

1. Method of Measurement: The quantity to be paid for under this section shall be on an assembly basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install signs, including anchor, post, fasteners, placard, and any other work described on the plans or required for a complete and functional system.

DD. Pavement Marking – Bid Item No. 29

1. Method of Measurement: The quantity to be paid for under this section shall be on a lump sum basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install thermoplastic pavement markings, including temporary markings, retroreflective pavement markers, and any other work described on the plans or required for a complete and functional system.

EE. 2" Line Stop and Restrained Cap – Bid Item No. 30

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 2" line stop and restrained cap, including excavation, concrete, backfilling, compaction, testing, temporary patching, and any other work described on the plans or required for a complete and functional system.

FF. Water Main Removal – Bid Item No. 31

1. Method of Measurement: The quantity to be paid for under this section shall be per linear foot.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to remove potable water system, including excavation, draining, pipe, services, meter boxes, appurtenances, disposal, backfilling, compaction, testing, temporary restoration, and any other work described on the plans or required for a complete and functional system.

GG. 6"x6" Stainless Steel Tapping Sleeve and Valve – Bid Item No. 32

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 6"x6" stainless steel tapping sleeve and valve, including excavation, restraint, box, EMS marker, indicator plate, backfilling, compaction, testing, and any other work described on the plans or required for a complete and functional system.

HH. 6"x8" Reducer – Bid Item No. 33

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 6"x8" reducers, including restraint, and any other work described on the plans or required for a complete and functional system.

II. 14"x8" Stainless Steel Tapping Sleeve and Valve – Bid Item No. 34

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 14"x8" stainless steel tapping sleeve and valve, including excavation, restraint, box, EMS marker, indicator plate, backfilling compaction, testing, and any other work described on the plans or required for a complete and functional system.

JJ. 6" Gate Valve – Bid Item No. 35

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 6" gate valves, including restraint, box, EMS marker, indicator plate, and any other work described on the plans or required for a complete and functional system.

KK. 8" Gate Valve – Bid Item No. 36

3. Method of Measurement: The quantity to be paid for under this section shall be per each.

4. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 8" gate valves, including restraint, box, EMS marker, indicator plate, and any other work described on the plans or required for a complete and functional system.

LL. Sampling Point – Bid Item No. 37

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install sampling points, including chlorinating the main, bacteriological testing, and any other work described on the plans or required for a complete and functional system.

MM. 8"x6" Tee – Bid Item No. 38

3. Method of Measurement: The quantity to be paid for under this section shall be per each.

4. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 8"x6" tees, including restraint, and any other work described on the plans or required for a complete and functional system.

NN. Fire Hydrant – Bid Item No. 39

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install fire hydrants, including excavation, fittings, valves, pipe, restraint, thrust blocks, EMS marker, backfill, compaction, testing, and any other work described on the plans or required for a complete and functional system.

OO. 8" Water Main with Tracer Wire – Bid Item No. 40

1. Method of Measurement: The quantity to be paid for under this section shall be per linear foot.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 8" water main with tracer wire, including excavation, additional piping required to account for change in vertical elevation, disinfection, filling, backfilling, compaction, pressure testing, and any other work described on the plans or required for a complete and functional system.

PP. 8" 11.25-Degree Bend – Bid Item No. 41

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 8" 11.25-degree bends, including restraint, thrust blocks, and any other work described on the plans or required for a complete and functional system.

QQ. 8" 45-Degree Bend – Bid Item No. 42

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 8" 45-degree bends, including restraint, thrust blocks, and any other work described on the plans or required for a complete and functional system.

RR. Water Service – Bid Item No. 43

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install water services, including excavation, casing, copper tubing, EMS marker, meter boxes, backfilling, compaction, testing, and any other work described on the plans or required for a complete and functional system.

SS. Lateral Removal – Bid Item No. 44

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to remove sanitary sewer laterals, including excavation, disposal, wing nut plugs, trench restoration, testing, and any other work described on the plans or required for a complete and functional system.

TT. 6" Sanitary Service – Bid Item No. 45

3. Method of Measurement: The quantity to be paid for under this section shall be per each.

4. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 6" sanitary services, including excavation, cut-in, EMS marker, cleanouts, mini manholes, concrete collars, wing nut plugs, trench restoration, testing, and any other work described on the plans or required for a complete and functional system.

UU. Power Undergrounding – Bid Item No. 46

1. Method of Measurement: The quantity to be paid for under this section shall be on a lump sum basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, installing all materials (provided by FPL), labor, and equipment required to relocate existing overhead power utilities to an underground location, including risers, excavation, conduit and wire installation, equipment installation, tracer wire, EMS markers, backfill, trench restoration, sidewalk restoration, compaction, testing, terminations, and any other work described on the plans or required for a complete and functional system.

VV. Telephone Undergrounding – Bid Item No. 47

1. Method of Measurement: The quantity to be paid for under this section shall be on a lump sum basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to relocate existing overhead telephone utilities to an underground location, including excavation, conduit, pull boxes, ground wires, backfill, compaction, testing, and any other

work described on the plans or required for a complete and functional system.

WW. Television Undergrounding – Bid Item No. 48

1. Method of Measurement: The quantity to be paid for under this section shall be on a lump sum basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to relocate existing overhead television utilities to an underground location, including excavation, conduit, conduit terminations, backfill, compaction, testing, and any other work described on the plans or required for a complete and functional system.

XX. Street Lighting – Bid Item No. 49

1. Method of Measurement: The quantity to be paid for under this section shall be on a lump sum basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, installing all materials (provided by FPL), labor, and equipment required to install street lighting, including excavation, conduit installation, pull box installation, tracer wire, EMS markers, backfill, compaction, testing, and any other work described on the plans or required for a complete and functional system.

YY. Landscape and Irrigation– Bid Item No. 50

1. Method of Measurement: The quantity to be paid for under this section shall be on a lump sum basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install landscaping and irrigation, including trees, shrubs, ground cover, planting soil, staking, mulch, maintenance, fence, water service, controller, rain sensor, excavation, valves, boxes, sleeves, mainline, thrust blocks, utility marking tape, wiring, lateral lines, backfill, compaction, testing, sprinklers, bubblers, and any other work described on the plans or required for a complete and functional system.

2 PART 2 PRODUCTS Not Used.

3 PART 3 EXECUTION Not Used.

* SPECIAL NOTE:

The CITY retains the option to utilize up to 20% of the excess material from excavation and trenching operations. If the CITY exercises this option, Contractor shall stockpile the excess material and deliver to the CITY's facility as directed by the CITY's Representative.

END OF SECTION

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FUNDING OF CERTAIN PORTIONS OF THE MODEL BLOCK PROJECT

THIS AGREEMENT is made this _____ day of _____, 2018, by and between the **CITY OF BOYNTON BEACH**, a Florida Municipal Corporation, ("CITY"), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**, ("CRA") (individually and collectively, the "Party" or "Parties").

W I T N E S S E T H :

WHEREAS, the 2016 Boynton Beach Community Redevelopment Plan ("Plan") calls for the redevelopment of the Heart of Boynton District as described in the Plan; and

WHEREAS, the CITY and the CRA desire to provide funding for a streetscape project known as the Model Block Project ("Project"), which falls within the CRA boundaries, and more specifically, in the Heart of Boynton District; and

WHEREAS, the Project is intended to improve the public rights-of-ways in the area of NW 11th Avenue, west of Seacrest Boulevard in the CITY of Boynton Beach, as more specifically described in Exhibit A ("Project Scope"); and

WHEREAS, the Project will help prevent and eliminate slum and blight within the Redevelopment Area in accordance with the Plan; and

WHEREAS, the CRA desires to assist the CITY with the acquisition of property and infrastructure improvements that are necessary for the Project; and

WHEREAS, the CRA Board finds that this Agreement, and the use of the CRA's funds is consistent with the CRA's Redevelopment Plan, and Chapter 163, Florida Statutes; and

WHEREAS, due to the intended elimination of slum and blighted conditions, and the beneficial economic impact of the Project, the CRA and the CITY find that this funding agreement serves a municipal and public purpose, and is in the best interest of the health, safety, and welfare of the CITY of Boynton Beach, including the Community Redevelopment Area.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. **Recitals.** The recitations set forth above are hereby incorporated herein.
2. **Obligations of the CRA.**

a. The CRA shall provide funding to the CITY in an amount not to exceed Three Hundred Fifty Thousand and 00/100 Dollars ($350,000.00), for the engineering design services of right-of-way improvements, the property acquisitions necessary for the completion of right-of-way improvements, and the undergrounding of existing overhead electrical service as described within the Project Scope, to be used for reimbursement of certain eligible costs.

b. The CRA shall make payments to the CITY upon receipt of a written request from the CITY for payment, which request shall include all documentation required by this Agreement.

3. **Obligations of the CITY.**

a. The CITY shall ensure funds provided by the CRA are not used for any purposes prohibited by § 163.370(3), Florida Statutes, or otherwise prohibited by law.

b. The CITY shall ensure that the Project is designed and constructed in compliance with the Plan.

c. The CITY shall be responsible for overseeing the Project and contracting with other entities as necessary to effectuate the Project, but shall coordinate with the CRA concerning compliance with the Plan.

d. Upon request from the CRA, or an authorized agent of the CRA, including the Executive Director and the CRA Attorney, the CITY shall provide all documents reasonably requested by the CRA or CRA's agent concerning compliance with this Agreement, specifically including any documentation concerning compliance Florida Statutes.

4. Reimbursement of Funds

a. The CITY shall provide a written request for reimbursement of funds ("Reimbursement Request") to the CRA no later than December 31, 2018, which shall include the following information:

i. The amount of reimbursement requested;

ii. A summary of the Project improvements for which the City seeks reimbursement;

iii. A statement and evidence that the Project is in compliance with the Plan.

iv. Copies of all invoices, receipts, and any other documentation necessary to evidence the amount and purpose for each payment made by the CITY for the Project for which the CITY is seeking reimbursement.

b. Upon receipt of a Reimbursement Request from the CITY meeting the requirements of this Agreement, the CRA shall remit funding in the amount requested, consistent with this Agreement, to the CITY within thirty (30) days of receipt of the Reimbursement Request.

c. If the CITY fails to submit a Reimbursement Request by December 31, 2018, the CITY will no longer be eligible to receive any reimbursement and this Agreement shall terminate. If the CITY submits a Reimbursement Request that the CRA deems incomplete, the CRA shall notify the City in writing. The City shall have 30 days from receipt of the notice to provide the necessary documentation to complete the Reimbursement Request. If the City fails to provide the documentation required by the CRA within 30 days, the City shall only be eligible for the portion of the Reimbursement Request, if any, that the CRA deems complete and eligible. The CRA will not reimburse the City for any portion of the request the CRA deems ineligible for reimbursement.

5. **Limits of CRA Obligations for the Project**. The Parties agree that the CRA shall only be responsible to the CITY for providing reimbursement for eligible expenses for the Project, and shall not otherwise be responsible for effectuating the Project.

6. **Indemnification**. The CITY shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct of persons or the faulty equipment (including equipment installation and removal) associated with the Project. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA or the CITY as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require the CITY to indemnify the CRA for its own negligence, or intentional acts of the CRA, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

7. **Term of the Agreement.** This Agreement shall become valid and commence upon execution by the last Party to this Agreement, and unless earlier terminated pursuant to this Agreement, shall terminate on December 31, 2018, or after the CRA reimburses the CITY, whichever occurs first ("Termination Date"). In no case shall the CRA be required to reimburse the CITY for any requests submitted after the Termination Date. The term of the Agreement may be extended only upon the execution of a written amendment signed by the CITY Council and the CRA Board.

Nothing in this paragraph shall be construed so as to affect a Party's right to terminate this Agreement in accordance with other provisions in this Agreement.

8. **Records.** The CITY and the CRA each shall maintain their own records and documents associated with this Agreement in accordance with the requirements set forth in Chapter 119, Florida Statutes. All such records shall be adequate to justify all charges, expenses, and costs incurred in accordance with generally accepted accounting principles. Each Party shall have access to the other Party's books, records and documents as required in this Agreement for the purpose of inspection or audit during normal business hours during the term of this Agreement and at least 1 year after the termination of the Agreement.

9. **Filing.** The CITY shall file this Interlocal Agreement pursuant to the requirements of Section 163.01(11) of the Florida Statutes

10. **Default.** If either Party defaults by failing to perform or observe any of the material terms and conditions of this Agreement for a period of ten (10) calendar days after receipt of written notice of such default from the other Party, the Party giving notice of default may terminate this Agreement through written notice to the other Party. Failure of any Party to exercise its right in the event of any default by the other Party shall not constitute a waiver of such rights. No Party shall be deemed to have waived any rights related to the other Party's failure to perform unless such waiver is in writing and signed by both Parties. Such waiver shall be limited to the terms specifically contained therein. This section shall be without prejudice to the rights of any Party to seek a legal remedy for any breach of the other Party as may be available to it in law or equity.

11. **No Third Party Beneficiaries.** Nothing in this Agreement shall be deemed to create any rights in any third parties that are not signatories to this Agreement.

12. **Compliance with Laws.** The CITY and the CRA shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida and of any other public authority which may be applicable.

13. **Entire Agreement.** This Agreement represents the entire and sole agreement and understanding between the Parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the Parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.

14. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court, such the remainder of the Agreement shall continue to be binding upon the Parties. To that end, this Agreement is declared severable.

15. **Governing Law and Venue.** The terms of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard to conflict of laws principles. Any and all legal actions necessary to enforce the terms of this Agreement shall be conducted in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or, if in federal court, in the United States District Court for the Southern District of Florida, to which the Parties expressly agree and submit.

16. **No Discrimination.** Parties shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Agreement.

17. **Notice.** Whenever either Party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the Party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice.

CITY:	Lori LaVerriere, CITY Manager CITY of Boynton Beach 100 E. Boynton Beach Boulevard Boynton Beach, FL 33435
CRA:	Michael Simon, Executive Director Boynton Beach CRA 710 N. Federal Highway Boynton Beach, Florida 33435
Copies To:	James A. Cherof Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308

Copies To: Tara Duhy, Esquire
Lewis, Longman & Walker, P.A.
515 North Flagler Drive, Suite 1500
West Palm Beach, Florida 33401

18. **No Transfer.** The Parties shall not, in whole or in part, subcontract, assign, or otherwise transfer this Agreement or any rights, interests, or obligations hereunder to any individual, group, agency, government, non-profit or for-profit corporation, or other entity without first obtaining the written consent of the other Party.
19. **Interpretation Independent Advice.** This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties. The Parties declare that the terms of this Agreement have been read and are fully understood. The Parties understand that this is a binding legal document, and each Party is advised to seek independent legal advice in connection with the matters referenced herein.
20. **Counterparts and Transmission.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.
21. **Survival.** The provisions of this Agreement regarding indemnity, waiver, and termination, and records shall survive the expiration or termination of this Agreement and remain in full force and effect.
22. **Time is of the Essence.** The parties acknowledge that time is of the essence in the performance of the provisions in this Agreement.
23. **Attorney's Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, expenses, and costs, including those at the appellate level, in addition to any other relief to which it may be entitled.

IN WITNESS WHEREOF, the CITY and the CRA hereto have executed this Agreement as of the date set forth above.

ATTEST:

CITY OF BOYNTON BEACH,
a Florida municipal corporation

_____
Judith Pyle, CITY Clerk

By:_____
Steven B. Grant, Mayor

Approved as to Form:

Date:_____
(SEAL)

_____
Office of the CITY Attorney

Approved as to Form:

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY

_____
Office of the CRA Attorney

By:_____
Steven B. Grant, Chair
Date:_____

EXHIBIT A

Project Scope – Design Plans

THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE INDICATED, REMOVING TREES, STUMPS, ROOTS, MUCK, EXISTING PAVEMENT AND ALL OTHER DELETERIOUS MATERIAL.

3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY

6. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND THE ENGINEER.

7. ALL COPIES OF COMPACTION, CONCRETE AND OTHER REQUIRED TEST RESULTS ARE TO BE SENT TO THE OWNER AND ENGINEER DIRECTLY FROM THE TESTING AGENCY.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE ENGINEER A CERTIFIED RECORD SURVEY SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA DEPICTING THE ACTUAL FIELD LOCATION OF ALL CONSTRUCTED IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. ALL SURVEY COSTS WILL BE THE CONTRACTOR'S RESPONSIBILITY.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING AND MAINTAINING AS-BUILT INFORMATION WHICH SHALL BE RECORDED AS CONSTRUCTION PROGRESSES OR AT THE COMPLETION OF APPROPRIATE CONSTRUCTION INTERVALS AND SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS TO THE OWNER FOR THE PURPOSE OF CERTIFICATION TO JURISDICTIONAL AGENCIES AS REQUIRED. ALL AS-BUILT DATA SHALL BE COLLECTED BY A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR WHOSE SERVICES ARE ENGAGED BY THE CONTRACTOR.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK THAT WOULD BE AFFECTED. FAILURE TO NOTIFY OWNER OF AN IDENTIFIABLE CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.

11. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR VERIFYING ALL QUANTITIES, TAKE-OFF MEASUREMENTS, MATERIALS, ETC. DURING THE BID PROCESS WHEN DISCREPANCIES OCCUR, THE PHYSICAL PLAN TAKES PRECEDENCE. THE ENGINEER, LANDSCAPE ARCHITECT, COUNTY, CITY OR PROJECT MANAGERS ARE NOT TO BE HELD RESPONSIBLE FOR DISCREPANCIES TO THE SPECIFICATIONS OR PLANS.

12. THE CONTRACTOR SHALL LIMIT CONSTRUCTION OPERATIONS TO WITHIN THE LIMITS OF CONSTRUCTION. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ANY DAMAGES OUTSIDE THE LIMITS OF CONSTRUCTION.

13. CONTRACTOR IS ADVISED THAT THE U.S. ENVIRONMENTAL PROTECTION AGENCY REQUIRES THAT ALL OPERATORS FILE A NOTICE OF INTENT (NOI) FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NPDES GENERAL PERMIT PRIOR TO BEGINNING WORK. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO OBTAIN THE SAME. A COPY SHALL BE SENT TO THE ENGINEER OF RECORD, ARCHITECT OF RECORD AND THE OWNER.

14. FLORIDA LAW (F.S. 553.851) PROTECTION OF UNDERGROUND PIPELINES MANDATES THAT "NO EXCAVATOR SHALL COMMENCE OR PERFORM ANY EXCAVATION WITHOUT FIRST OBTAINING INFORMATION CONCERNING THE POSSIBLE LOCATION OF GAS PIPELINES IN THE AREA OF PROPOSED EXCAVATION." THE EXCAVATOR MUST NOTIFY THE GAS UTILITY A MINIMUM OF 2 WORKING DAYS AND A MAXIMUM OF 5 WORKING DAYS PRIOR TO EXCAVATION.

15. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE LOCAL ELECTRICAL PROVIDER ON ANY WORK IN THE VICINITY OF OVERHEAD OR UNDERGROUND POWER LINES.

16. CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING ALL PLANS RELATED TO SITE WORK INCLUDING (BUT NOT LIMITED TO) LANDSCAPE, IRRIGATION, SITE LIGHTING, BUILDING FOUNDATION, PLUMBING, FIRE SPRINKLER, AND OTHER APPLICABLE PLANS. FOR CONFLICTING INFORMATION AND ALERT OWNER'S REPRESENTATIVE OF ANY CONFLICT FOR RESOLUTION.

17. CONTRACTOR SHALL VERIFY LOCATION OF ALL IRRIGATION, STREET LIGHTING, AND ELECTRICAL CONDUIT THAT WILL BE IN CONFLICT WITH ANY PROPOSED CONSTRUCTION AND SHALL RESOLVE CONFLICT ACCORDINGLY. COST OF CONFLICT RESOLUTION SHALL BE INCLUDED IN THE BID.

18. ANY DEBRIS RESULTING FROM STRIPPING AND DEMOLITION OPERATIONS SHALL BE REMOVED FROM THE SITE AT FREQUENT INTERVALS TO PREVENT THIS MATERIAL FROM ACCUMULATING ON SITE.

19. UPON REMOVAL OF TREES, SHRUBS OR ANY STUMP GRINDING, NO ROOT GREATER THAN THREE INCHES IN DIAMETER SHALL REMAIN WITHIN FIVE FEET OF AN UNDERGROUND STRUCTURE OR UTILITY LINE OR UNDER PAVED FOOTINGS OR PAVED AREAS.

20. THE CONTRACTOR SHALL RESTORE ALL DISTURBED VEGETATION IN KIND, UNLESS SHOWN OTHERWISE.

PRECONSTRUCTION RESPONSIBILITIES

1. UPON RECEIPT OF NOTICE OF AWARD, THE CONTRACTOR SHALL ARRANGE A PRECONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, ALL AFFECTED UTILITY OWNERS, THE OWNER, THE ENGINEER AND ITSELF.
2. THE CONTRACTOR SHALL CONTACT "SUNSHINE STATE ONE CALL OF FLORIDA, INC. (811)" AT LEAST 2 WORKING DAYS PRIOR TO BEGINNING ANY EXCAVATION.
3. PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE, LOCATION, ELEVATION, AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION.
4. EXISTING UTILITY LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF EXISTING UTILITIES SHOWN OR FOR ANY EXISTING UTILITIES NOT SHOWN.
5. IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.

UTILITY CONTACT INFORMATION

COMPANY	CONTACT PERSON	TELEPHONE NUMBER
CITY OF BOYNTON BEACH	CHRISTOPHER ROSCHEK	TEL. 561-742-6413
FLORIDA POWER & LIGHT	TRACY STERN	TEL. 800-868-9554
ATT / DISTRIBUTION	OTIS KEEVE	TEL. 954-723-2540
COMCAST	AARON NEELY	TEL. 772-321-3425
FLORIDA PUBLIC UTILITIES CO.	DALE BUTCHER	TEL. 561-836-1826
PALM BEACH COUNTY TRAFFIC OPERATIONS	ROD FRIEDEL	TEL. 561-681-4371
FPL FIBERNET	DANNY HASKETT	TEL. 305-552-2931
FDOT	KATHERINE RICO	TEL. 954-847-2680

BE PROVIDED, MINIMUM, FORTY-EIGHT (48) HOURS WRITTEN NOTIFICATION BY THE CONTRACTOR.

SURVEY DATA

EROSION CONTROL NOTES

1. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF FLORIDA *NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME* FAMILIAR WITH THEIR CONTENTS.
2. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
3. BEST MANAGEMENT PRACTICES (BMPS) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE PERMITTING AGENCY OR OWNER.
4. EROSION AND SEDIMENTATION CONTROL PLAN MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.
5. THE CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
6. CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
7. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
8. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
9. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
10. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THE PLAN, SHALL BE INITIATED AS SOON AS PRACTICABLE.
11. *STABILIZATION PRACTICES SHOULD BE INITIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7* DAYS WHERE CONSTRUCTION HAS TEMPORARILY OR PERMANENTLY CEASED.
12. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY STABILIZED. THESE AREAS SHALL BE STABILIZED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRED.
13. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.
14. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED AS SOON AS POSSIBLE.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
16. ON-SITE & OFF-SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE EROSION AND SEDIMENTATION CONTROL PLAN AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
17. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
18. DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES AS NECESSARY AS CONSTRUCTION *PROGRESSES (SILT FENCES, ETC.) TO PREVENT EROSION.*
19. ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY. THIS INCLUDES BACK FILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.
20. THE CONTRACTOR IS RESPONSIBLE FOR PREPARING THE FINAL STORM WATER POLLUTION PREVENTION PLAN. THE PLAN SHALL BE SUBMITTED TO THE OWNER AND ENGINEER WHICH DEMONSTRATES THE MECHANISMS AND PRACTICES THAT WILL BE EMPLOYED TO PROTECT THE CONSTRUCTION SITE AND SURROUNDING AREA DURING CONSTRUCTION. THE PLAN SHALL BE CONSISTENT WITH FEDERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES PERMIT REQUIREMENTS PERTAINING TO POLLUTION PREVENTION PLANS. THE PLAN SHALL INCLUDE, BUT NOT BE LIMITED TO, THE LOCATIONS OF SILT BARRIERS, TURBIDITY SCREENS OR TEMPORARY SHEETING, EMERGENCY RESPONSE PRACTICES, AND OTHER METHODS TO PREVENT POLLUTION. REFUELING OR STORAGE OF VEHICLES OR EQUIPMENT THAT UTILIZE PETROLEUM BASED PRODUCTS SHALL BE PROHIBITED ANYWHERE WITHIN 50 FEET OF A WATER'S EDGE. THE PLAN SHALL BE SUBMITTED TO THE OWNER AFTER NOTICE OF AWARD AND PRIOR TO NOTICE TO PROCEED. AFTER REVIEW BY OWNER THE PLAN SHALL BE FILED WITH ALL APPLICABLE REGULATORY AGENCIES BY THE CONTRACTOR. REFER TO FURTHER NOTES WITHIN THESE DOCUMENTS.
21. SILT FENCE IS REQUIRED AS SHOWN ON THE PLANS AND ANYWHERE ADDITIONAL AS REQUIRED BY CONSTRUCTION. SILT FENCE IS NOT APPLICABLE IN PAVEMENT AREAS. LIMITS OF CONSTRUCTION SHOWN ARE DIAGRAMATIC. CONTRACTOR TO PROVIDE PLAN FOR SHOP DRAWING REVIEW.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.

DEMOLITION NOTES

1. ALL MATERIAL REMOVED FROM THIS SITE BY THE CONTRACTOR SHALL BE DISPOSED OF BY THE CONTRACTOR IN A LEGAL MANNER.
2. REFER TO THE TOPOGRAPHIC SURVEY FOR ADDITIONAL DETAILS OF EXISTING STRUCTURES, ETC., LOCATED WITHIN THE PROJECT SITE. UNLESS OTHERWISE NOTED, ALL EXISTING BUILDINGS, STRUCTURES, SLABS, CONCRETE, ASPHALT, DEBRIS PILES, SIGNS, AND ALL APPURTENANCES ARE TO BE REMOVED FROM THE SITE BY THE CONTRACTOR AND PROPERLY DISPOSED OF IN A LEGAL MANNER AS PART OF THIS CONTRACT. SOME ITEMS TO BE REMOVED MAY NOT BE DEPICTED ON THE TOPOGRAPHIC SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND DETERMINE THE FULL EXTENT OF ITEMS TO BE REMOVED. IF ANY ITEMS ARE IN QUESTION, THE CONTRACTOR SHALL CONTACT THE OWNER PRIOR TO REMOVAL OF SAID ITEMS.
3. THE CONTRACTOR SHALL REFER TO THE DEMOLITION PLAN AND LANDSCAPE PLAN FOR DEMOLITION/PRESERVATION OF EXISTING TREES. ALL TREES NOT SPECIFICALLY SHOWN TO BE REMOVED OR RELOCATED SHALL BE PRESERVED AS A PART OF THIS CONTRACT. TREE PROTECTION FENCING SHALL BE INSTALLED PRIOR TO ANY DEMOLITION. CONTRACTOR TO SEE LANDSCAPE PLAN FOR TREE PROTECTION REQUIREMENTS. ALL TREES TO REMAIN UNLESS OTHERWISE NOTED. CONTRACTOR TO NOTE EXISTING TREES TO REMAIN. SHOULD ANY TREE TO BE REMAIN BE DAMAGED BY THE CONTRACTOR, IT WILL REQUIRE REPLACEMENT IN KIND.

PAVING, GRADING AND DRAINAGE NOTES

1. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH LOCAL COUNTY OR STATE SPECIFICATIONS AND STANDARDS (LATEST EDITION) OR FDOT SPECIFICATIONS AND STANDARDS (LATEST EDITION) IF NOT COVERED BY LOCAL OR COUNTY REGULATIONS, WHICHEVER IS MOST RESTRICTIVE.
2. ALL UNPAVED AREAS DISTURBED BY CONSTRUCTION SHALL BE REGRADED AND SODDED, UNLESS OTHERWISE NOTED.
3. TRAFFIC CONTROL ON ALL FDOT, LOCAL AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
4. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED OR ADEQUATE STABILIZATION OCCURS.
5. ALL OPEN AREAS WITHIN THE PROJECT SITE SHALL BE SODDED WITH BAHIA SOD UNLESS INDICATED OTHERWISE ON THE ENGINEERING OR LANDSCAPE PLANS.
6. ALL AREAS INDICATED AS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS INDICATED ON THE DRAWINGS.
7. WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED AND REPLACED, THE CONTRACTOR SHALL SAW CUT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE PAVEMENT WITH *THE SAME TYPE AND DEPTH OF MATERIAL AS EXISTING OR AS INDICATED.*
8. WHERE NEW PAVEMENT MEETS THE EXISTING PAVEMENT, THE CONTRACTOR SHALL SAW CUT THE EXISTING PAVEMENT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND MATCH THE EXISTING PAVEMENT ELEVATION WITH THE PROPOSED PAVEMENT UNLESS OTHERWISE INDICATED.
9. THE CONTRACTOR SHALL INSTALL FILTER FABRIC OVER ALL DRAINAGE STRUCTURES FOR THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF THE PROJECT BY THE OWNER. ALL DRAINAGE STRUCTURES AND PIPES WITHIN THE LIMITS OF CONSTRUCTION SHALL BE CLEANED OF DEBRIS AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE FLOWS.
10. IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE REQUIRED PERMITS. THE CONTRACTOR IS TO COORDINATE WITH THE OWNER AND THE ENGINEER PRIOR TO ANY EXCAVATION.
11. CONTRACTOR TO STRIP TOPSOIL AND ORGANIC MATTER FROM ALL AREAS OF THE SITE AS REQUIRED. IN SOME CASES TOPSOIL MAY BE STOCKPILED ON SITE FOR PLACEMENT WITHIN LANDSCAPED AREAS BUT ONLY AS DIRECTED BY THE OWNER.
12. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL AGENCY OR TO FDOT STANDARDS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
13. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED AS PER PLANS. THE AREAS SHALL THEN BE SODDED AS SPECIFIED IN THE PLANS, FERTILIZED, MULCHED, WATERED, AND MAINTAINED UNTIL A GOOD STAND OF GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
14. ALL CUT OR FILL SLOPES SHALL BE 4 (HORIZONTAL) :1 (VERTICAL) OR FLATTER UNLESS OTHERWISE SHOWN.
15. THE CONTRACTOR SHALL ENSURE THAT ISLAND PLANTING AREAS AND OTHER PLANTING AREAS ARE NOT COMPACTED AND DO NOT CONTAIN ROAD BASE MATERIALS. THE CONTRACTOR SHALL ALSO EXCAVATE AND REMOVE ALL UNDESIRABLE MATERIAL FROM ALL AREAS ON THE SITE TO BE PLANTED AND PROPERLY *DISPOSED OF IN A LEGAL MANNER.*

INTERVALS OR AS THEY BECOME FULL OF DEBRIS.

3. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED AND RESEEDED AS NEEDED.
4. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE

REVISIONS

9/27/2018 8:53

Kimley»Horn

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LICENSED PROFESSIONAL
BRETT A. JOHNSON, P.E.
FLORIDA LICENSE NUMBER 74005
DATE:

KHA PROJECT 043176024
DATE: 01/24/2018
SCALE: AS SHOWN
DESIGNED BY: BAJ
DRAWN BY: NDB
CHECKED BY: KMS

GENERAL NOTES

NW 11TH AVENUE RECONSTRUCTION
PREPARED FOR THE CITY OF BOYNTON BEACH
BOYNTON BEACH FLORIDA

SHEET NUMBER
C2

NW 11TH AVENUE RECONSTRUCTION PREPARED FOR THE CITY OF BOYNTON BEACH BOYNTON BEACH FLORIDA	DRAINAGE, GRADING, AND PAVING PLAN	KHA PROJECT 043176024 DATE 01/24/2018 SCALE AS SHOWN DRAWN BY NOB DESIGNED BY BAJ CHECKED BY KMS	LICENSED PROFESSIONAL BRETT A. JOHNSON, P.E. FLORIDA LICENSE NUMBER 74005 DATE:	Kimley»Horn © 2018 KIMLEY-HORN AND ASSOCIATES, INC. 1920 MEIKVA WAY SUITE 200, WEST PALM BEACH, FL 33411 PHONE: 561-845-0665 FAX: 561-863-8175 WWW.KIMLEY-HORN.COM CA 00000696	No. REVISIONS DATE BY 1 REVISIONS 04/09/2018 BAJ	SHEET NUMBER C8

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Plotted By: Johnson, Brett Sheet Set: NW 11TH AVENUE RECONSTRUCTION Layout: C13 DRAINAGE AND PAVING PLAN Apr 9, 2018 - 7:55:27am K:\WPB_LRG\144922001 - nw 11th ave\CAD\plansheets\C-GP-144922001.dwg

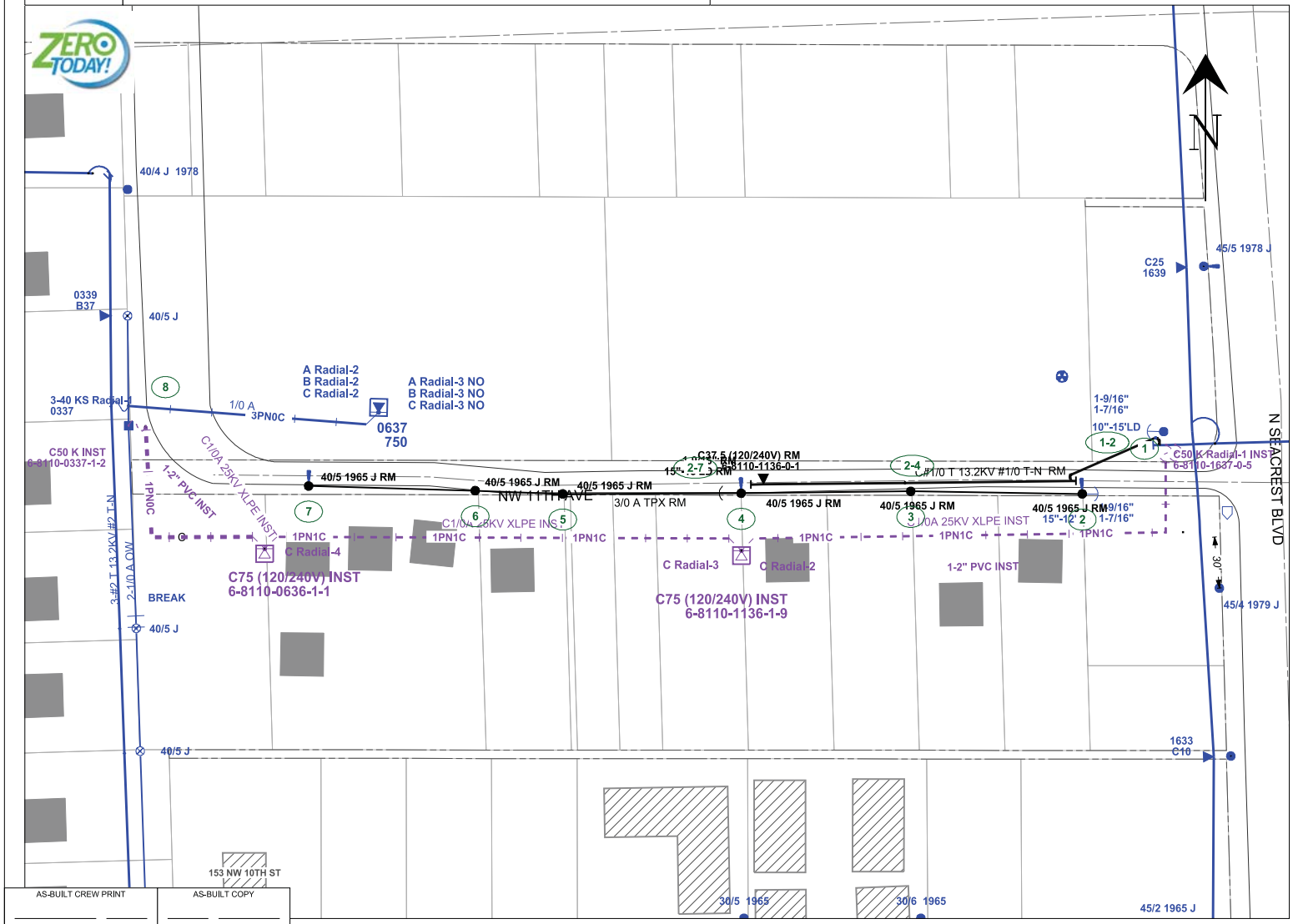
MATCH LINE THIS SHEET
NW 11TH AVE
NW 1ST S
POMONA ELEMENTARY SCHOOL
R/W LINE
10' UTILITY EASEMENT
DOUBLE WYE
DOUBLE WATER SERVICE (TYPICAL)
6" C900 SDR 18 WASTE WATER SERVICE SEE DETAIL G-6A FOR
CUT-IN (TYPICAL)
8" 11.25° BEND STA:1+61.61± OFF:1.54'LT±
SINGLE WATER SERVICE
2 ~ 8" 45° BENDS STA:1+39.90± (BOTTOM BEND) OFF:5.86'LT± (BOTTOM BEND)
2 ~ 8" 45° BENDS STA:3+47.28± (BOTTOM BEND) OFF:1.53'LT± (BOTTOM BEND)
8" C900 DR 18 WATER MAIN WITH TRACER WIRE 20.0' DUCTILE IRON PIPE PRESSURE CLASS 350 AT EVERY SEWER CROSSING
8"x6" TEE, VALVE, AND HYDRANT STA:0+50.50± OFF:11.31'LT±
6"x6" STAINLESS STEEL TAPPING SLEEVE AND VALVE 6"x6" REDUCER STA:0+41.32± OFF:11.29'LT±
EXISTING SIDEWALK
DRIVEWAY
1208 NW 1ST ST
1200 NW 1ST ST
MATCH LINE THIS SHEET
EXISTING SIDEWALK
EXISTING SIDEWALK
DRIVEWAY
POMONA ELEMENTARY SCHOOL
N

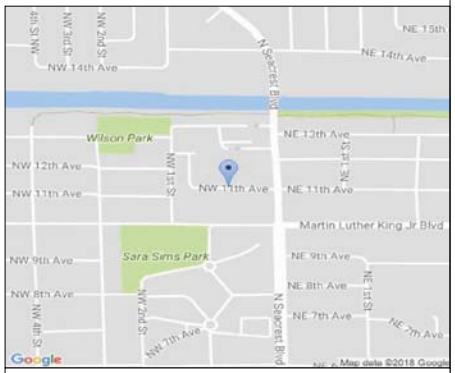
MATCH LINE THIS SHEET
NW 11TH AVE
NW 1ST S
R/W LINE
ONE 2" CONDUIT AND UNDERGROUND WIRING (POWER) MATERIAL PROVIDED BY FPL
ONE 2" CONDUIT (STREET LIGHTING)
10' UTILITY EASEMENT
24"x36" PULL BOX (TELEPHONE)
PULL BOX (STREET LIGHTING) MATERIAL PROVIDED BY FPL (TYPICAL)
SINGLE-PHASE TRANSFORMER MATERIAL PROVIDED BY FPL MAKE TERMINATIONS
EXISTING STREET LIGHT TO REMAIN
0+00
1+00
2+00
3+00
4+00
MATCH LINE THIS SHEET

APPENDIX B

FEEDERS: QUANTUM 07936

[ ] INACCESSIBLE [X] 13KV [ ] FUTURE 23KV [ ] 23KV [ ] SALT SPRAY [ ] ROCK





PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES.
CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

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CONSTRUCTION NOTES:

LOC 1: INSTALL FUSE BRACKET AND 50 K FUSE
INSTALL POTHEAD BRACKET
INSTALL 2' PLASTIC U-GUARD AND 1/0 AL PRI C-PH CABLE DOWN POLE
LOC 1-4: BLOW BIRDIE AND PULL 285' OF 1/0 AL C-PH PRI THROUGH 2" CONDUIT
LOC 4: SET PAD, MAKE ELBOWS, AND INSTALL AND ENERGIZE C75 (120/240) PMTX
LOC 4-7: BLOW BIRDIE AND PULL 250' 1/0 AL C-PH PRI THROUGH 2" CONDUIT
LOC 7: SET PAD, MAKE ELBOWS, AND INSTALL AND ENERGIZE C75 (120/240) PMTX
LOC 7-8: BLOW BIRDIE AND PULL 140' OF 1/0 AL C-PH PRI THROUGH 2" CONDUIT
LOC 8: INSTALL FUSE BRACKET AND 50 K FUSE
INSTALL POTHEAD BRACKET
INSTALL 2' PLASTIC U-GUARD AND 1/0 AL PRI C-PH CABLE DOWN POLE

SAFETY MESSAGE 12.21: PRIOR TO WORKING ON PRIMARY CABLE OR TERMINATIONS, EMPLOYEES SHALL PROTECT THEMSELVES FROM THE POSSIBILITY OF HAZARDOUS DIFFERENCES OF POTENTIAL BY USING ON OF THE FOLLOWING: EQUIPOTENTIAL MAT, ISOLATION METHOD, OR 20 KV RUBBER GLOVES

AS-BUILT CREW PRINT		AS-BUILT COPY	
Foreman's Signature	Date	Initials	Cert. Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.
Supervisor's Signature Date

All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.
Foreman's Signature Date

Easement? [ ]		Tree Work? [ ]		Tree Access? [ ]		Tree Staking Req'd? [ ]
Designer/Stake? [ ]		CT/Special Mtr? [ ]		Work with SMO? [ ]		Survey/Stake? [ ]
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:			TRENCH FT:		DUCT BANK FT:
PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]	
	WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]		
Requested Tel. Co. Set Poles? [ ]		Requested Tel. Co. Transfer? [ ]		Request CATV Transfer? [ ]		

Job Owner:	Rachel Newmark
Designer:	Michael Foley
Date:	03/16/2018
Scale: 1" = 61'	
0' 61' 121'	

M/A: BR	Township: 45 Range: 43 Section 21
NW 11TH AVE - OH REMOVAL - REMOVE OH FACILITIES ALONG NW 11TH AVE	
UG CONV NW 11TH AVE, BOYNTON BEACH, FL, 33435	
Dwg No. 7742994_11x17 UG.xml	Map No. N0404
WR: 7742994	Page 1 of 1

Size: 11 x 17
PRINTED BY: rxn0n59
PRINTED: 03/16/2018 14:36:37
PAGE 252 of 665

SECTION 01025 - MEASUREMENT AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 GENERAL

A. The Contractor shall receive and accept the compensation provided in the Bid and the Contract as full payment for furnishing all materials, labor, tools and equipment, for performing all operations necessary to complete the work under the Contract, and also in full payment for all loss or damages arising from the nature of the work, or from any discrepancy between the actual quantities of work and quantities herein estimated by the CONSULTANT, or from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the CITY.

B. The prices stated in the Bid include all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the Drawings and specified herein. The basis of payment for an item at the unit price shown in the proposal shall be in accordance with the description of that item in this Section.

C. The Contractor's attention is again called to the fact that the quotations for the various items of work are intended to establish a total price for completing the work in its entirety. Should the Contractor feel that the cost for any item of work has not been established by the Bid Form or Payment Items, he shall include the cost for that work in some other applicable bid item, so that his proposal for the project does reflect his total price for completing the work in its entirety.

1.02 MEASUREMENT

A. The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service and accepted by the CITY, in accordance with the applicable method of measurement therefore contained herein.

1.03 AUTHORITY

A. Measurement methods delineated in the FDOT Standard Specifications for Road and Bridge Construction 2000 Edition, or the individual specification sections complement the criteria of this section. In the event of conflict, the Contractor shall notify the CITY in writing. In determining the resolution, the CITY shall consider the requirement of the individual specification section, FDOT requirements and this Section.

B. Any requirements of the Contract Documents, i.e., technical specifications or project construction drawings for which the method of payment is not explicitly defined are considered to be incidental costs and should be included in other pay items as appropriate.

1.04 RELATED SECTIONS:

A. Testing Allowance

B. Applications for Payments: Section SC1027

C. Shop Drawings, Working Drawings, and Samples – Section SC01340

D. Schedule of Values: Section SC01370

E. Change Order Procedures: Section SC01153

F. Field Engineering: Section SC01050

G. Record Drawing Requirements – Section SC01705

H. Testing Specific Utility Systems

1. Refer to Section 02513 POTABLE WATER AND RECLAIMED WATER DISTRIBUTION SYSTEMS for applicable and specific requirements. Contractor is responsible for all testing costs associated with these systems.

1.05 ALLOWANCES

A. When a Testing Allowance is identified on the Schedule of Bid Items, the following applies:

1. Costs in Testing Allowance includes engaging a certified, testing agency; execution of tests; and reporting results as approved by the CITY and CONSULTANT.

2. Costs not included in the Testing Allowance:

a. Costs of testing services used by Contractor separate from Contract Document requirements

b. Testing agency's stand-by time.

c. Costs of retesting upon failure of previous tests as determined by the CONSULTANT.

3. Only those items qualified for CITY's reimbursement shall be considered. Such items may include water quality testing of dewatering activities, geotechnical, concrete strength cylinders, special compaction and proctor testing, etc. All predetermined items shall have written, advance approval of the CITY.

4. Payment Procedures:

a. Submit two (2) copies of the testing and/or inspecting firm's invoice and copies of the Test Reports with next Application for Payment to the CITY.

b. Reimbursement to the Contractor upon proof of payment (to the testing and/or inspecting firm) on approval by the CONSULTANT.

B. When other allowances, such as NPDES permit and/or SFWMD dewatering permit application fees, or coordination with FP&L/AT&T/ Comcast or other utility are identified on the Schedule of Bid Items, the following applies:

1. Only those items qualified for CITY reimbursement shall be considered. All items shall have written, advance approval of the CITY.

2. Payment Procedures:

a. Submit two (2) copies of the agreed invoicing format with proof of payment (as applicable) with next Application for Payment.

1.06 SCHEDULE OF VALUES

A. Submit Schedule of Values at the Pre-Construction Meeting.

B. The Schedule of Values shall be a computer generated original. When the Contractor's proposed Schedule of Values is accepted by the CITY, it shall become the basis for the Application for Payment.

C. Contractor shall only revise the accepted Schedule of Values to identify, as separate line items approved on a Field Order or Change Order. The CITY may issue a Field Order substituting or modifying Schedule of Value items.

1.07 APPLICATIONS FOR PAYMENT

A. Submit five (5) copies of each Application for Payment (AFP). After certification by the CONSULTANT, the CONSULTANT will retain one (1) copy, one (1) copy will be returned to the Contractor and three (3) copies will be forwarded to the CITY for review, authorization and processing.

B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment outlining the following:

1. Provide a column for each of the following:

a. Item Number

b. Item Description

c. Quantity

d. Unit of measurement
e. Scheduled Value

f. Change Orders

g. Work Completed:
1. Previous Period (Quantity and Value)
2. This Period (Quantity and Value)

h. To Date (Quantity and Value)

i. Percentage of Completion

j. Balance to Finish

k.. Retainage

NOTE: There is no column for "Materials Stored", the CITY does not pay for items ordered and/or stored on site. As defined later in this Section, payment for pay items are paid for once the item is installed, measured in place, completed and accepted.

C. Application for Final Payment must be marked FINAL. Contractor must include in the FINAL AFP package, proof of payment and final settlement with the CITY with regards to any temporary and/or construction water meters used during the course of the project.

D. When existing Right-Of-Way (ROW) irrigation must be disturbed due to pipeline installation or swale development, any existing irrigation lines shall be marked on the Contractors drawings prior to or at the time of temporary cutting-&-capping. The replacement of existing irrigation in the Public Right-Of-Way as the result of pipeline installation or swale development is NOT a pay item. Replacement of existing ROW irrigation shall be incidental to the Unit Price of the pipeline or swale development.

1.08 MEASUREMENT OF AND PAYMENT FOR WORK

A. Monthly Payments to the Contractor. The Contractor shall plan its work for construction on the basis of twelve (12) monthly pay periods per year. So long as the work is prosecuted in compliance with the provisions of the Contract, the Contractor will, on or about the last day of the pay period, make an approximate estimate, in writing on a form approved by the CITY of the proportionate value of the work done, items, and locations of the work performed up to and including the last day of the period then ending. The CONSULTANT will then review such estimate and make the necessary recommendations to the Contractor for revision. The Contractor shall revise the Application for Payment and resubmit to the CONSULTANT for review and Certification. **Redlined Applications for Payment will not be accepted by the CITY.** If the Contractor and the CONSULTANT do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the CONSULTANT shall be binding. The amount of such estimate after deducting ten percent (10%) and all previous payments, shall be due and payable to the Contractor in accordance with the Florida Prompt Payment Act, §218.70 Florida Statutes, as may be amended from time to time.

B. Substantiating Data: When the CONSULTANT requires substantiating information, Contractor shall submit data justifying quantities and dollar amounts in question. Contractor shall provide three (3) copies of data with cover letter for each copy of submittal showing application number and date, and line item by number and description.

1.09 MEASUREMENT AND PAYMENT - UNIT PRICES

A. Measurement methods delineated in individual specification sections

complement criteria of this section. In event of conflict, requirements of individual specification section govern.

B. Contractor shall take daily and weekly measurements and compute quantities. The Contractor shall review and sign these daily and weekly measurements with the CONSULTANT. The CONSULTANT shall also sign-off on the weekly measurement sheets indicating the CONSULTANT's progressive concurrence with the quantities. The Contractor shall transmit the signed-off weekly measurement sheets to the CONSULTANT. These measurement sheets shall be used to form the basis of the quantities claimed on the Application For Payment.

C. Unit Quantities

1. Quantities indicated in the Schedule of Bid Items are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Consultant and CITY determine payment.

2. If the actual Work requires more or fewer quantities than those quantities indicated in the bid items, Contractor shall provide the required quantities at the unit sum/prices contracted.

D. Payment Includes: Full compensation for required labor, products, tools, equipment, facilities, transportation, services and incidentals; erection; application or installation of an item of the Work; and overhead and profit.

E. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the CONSULTANT and CITY, multiplied by the unit sum/price for Work, which is incorporated in or made necessary by the Work.

1.10 Measurement of Quantities:

A. Weigh Scales: Inspected, tested and certified by the applicable State of Florida Weights and Measures department within the past year.

B. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.

C. Metering Devices: Inspected, tested and certified by the applicable State of Florida Weights and Measures Department within the past year.

D. Measurement by Weight: Concrete reinforcing steel rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.

E. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.

F. Measurement by Area: Measured by square dimension using mean length and width or radius.

G. Linear Measurement: Measured by linear dimension, at the item centerline. Minor offsets (less than a total of five (5) feet) will not be measured for payment. Measurement shall be along the horizontal axis at finished grade.

H. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed and accepted item or unit of the Work.

I. Payment for Work does not indicate acceptance. Work items previously paid for may require additional work effort to bring them into compliance with the requirements of the specific technical specifications and/or project drawings.

1.11 UNIT OF MEASURE – SCHEDULE OF BID PRICES

A. Payment for furnishing and installing those items cited in the Schedule of Bid Items and subsequent Schedule of Values is noted herein. If "remove and replace" is indicated on the project construction drawings (by either annotation or line weight), then the item

descriptions below include the removal and proper disposal of the existing items.

B. Mobilization/Demobilization, Bonds, Insurance & General Requirements – Bid Items No. 1

1. Payment for the General Conditions shall be made per item and shall be full compensation for preparatory work and operations in mobilizing and demobilizing for the project including but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to and from the project site, Maintenance of Traffic, for establishment of temporary offices, buildings, safety equipment, sanitary and other facilities and compliance with permit conditions for permits secured by either the Owner or Contractor.

2. MOT plans shall be required for work within City of Boynton Beach R-O-W.

3. Audio Video Documentation shall be performed pre and post construction as specified in Special Conditions SC01390 VIDEO AND PHOTOGRAPHIC SITE SURVEY.

4. The cost of bonds, permits, required insurance and any other pre-construction expense necessary for the start of the work shall also be included in the General Conditions.

C. NPDES Compliance – Bid Item No. 2

1. Payment for NPDES compliance shall include the preparation of the NPDES Plan, development and compilation of the BMPs, site implementation and documentation of inspections.

2. Contractor shall refer to the Schedule of Bid Items for instructions on the method of calculation for this Pay Item. Any bidder who enters an amount greater than the 1.5% limit for this pay item may be disqualified and the CITY and Consultant may not evaluate their bid proposal. This cost shall be shown on the Schedule of Values.

3. Partial payments for the NPDES compliance shall be made in accordance with the following schedule:

Percent of Original Contract Amount Earned	Allowable percent of NPDES Compliance
10	10
25	25
50	50
75	No additional payment
Final Payment	100

D. Record Drawings – Bid Item No. 3

1. Payment for Record Drawings shall be made at the Contract lump sum price and shall be full compensation for preparation and maintenance of the Record Drawings as specified in technical specification 01340 SHOP DRAWING REQUIREMENTS and the requirements of this Special Conditions.

2. Partial payments for the Record Drawings shall be made in accordance with the following schedule:

Percent of Original Contract Amount Earned	Allowable percent of Lump Sum Price For Record Drawings
10	10
25	25
50	50
75	75
Final Payment	100

3. Contractor shall submit updated As-Built Drawings with each Pay Application Request.

E. Indemnification – Bid Item No. 4

1. Payment under this item is in accordance with of the Front-End Contract Documents.

F. Demolition – Bid Item No. 5

1. Method of Measurement: The quantity to be paid for under this section shall be on a lump sum basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to remove concrete sidewalk, signs, fence, guardrail, asphalt pavement, base, curb & gutter, on-site debris, abandoned utilities, utilities to be removed except those with separate bid items, including disposal, and any other work described on the plans or required for a complete and functional system.

G. Site Restoration – Bid Item No. 6

1. Method of Measurement: The quantity to be paid for under this section shall be on a lump sum basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to restore the site to a condition equal to or better than the existing and any other work described on the plans or required for a complete and functional system.

H. Earthwork – Bid Item No. 7

1. Method of Measurement: The quantity to be paid for under this section shall be on a lump sum basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to bring the site to proposed grade, including excavation, embankment, grading, disposal of excess material, compaction, testing, and any other work described on the plans or required for a complete and functional system.

I. Subgrade Preparation – Bid Item No. 8

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to prepare subgrade, including stabilizing, grading, compaction, testing, and any other work described on the plans or required for a complete and functional system.

J. Base – Bid Item No. 9

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install base material, including grading, compaction, testing, and any other work described on the plans or required for a complete and functional system.

K. Milling – Bid Item No. 10

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to mill the existing asphalt pavement (1" minimum), including millings disposal, and any other work described on the plans or required for a complete and functional system.

L. 1" Asphalt – Bid Item No. 11

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 1" thick asphalt (compacted thickness), including tack coat, compaction, testing, overbuild, and any other work described on the plans or required for a complete and functional system.

M. 1-1/2" Asphalt – Bid Item No. 12

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 1-1/2" thick asphalt (compacted thickness), including prime coat, compaction, testing, and any other work described on the plans or required for a complete and functional system.

N. Subgrade Preparation – County R/W – Bid Item No. 13

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to prepare subgrade, including grading, compaction, testing, and any other work described on the plans or required for a complete and functional system.

O. Base – County R/W – Bid Item No. 14

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install base material, including grading, compaction, testing, and any other work described on the plans or required for a complete and functional system.

P. Milling – County R/W – Bid Item No. 15

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to mill the existing asphalt pavement (1" minimum), including millings disposal, and any other work described on the plans or required for a complete and functional system.

Q. 1" Asphalt – County R/W – Bid Item No. 16

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 1" thick asphalt (compacted thickness), including tack coat, compaction, testing, overbuild, and any other work described on the plans or required for a complete and functional system.

R. 1-1/2" Asphalt – County R/W – Bid Item No. 17

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 1-1/2" thick asphalt (compacted

thickness), including prime coat, compaction, testing, and any other work described on the plans or required for a complete and functional system.

S. Ditch Bottom Inlet – Bid Item No. 18

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install ditch bottom inlets, including filter fabric, washed rock, pipe connections, frame & grate, backfill, compaction, testing, and any other work described on the plans or required for a complete and functional system.

T. Manhole – Bid Item No. 19

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install manholes, including filter fabric, rock support, pipe connections, bricks, frame & cover, backfill, compaction, testing, and any other work described on the plans or required for a complete and functional system.

U. Adjust Rim – Bid Item No. 20

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to adjust existing manhole rims to proposed grade and any other work described on the plans or required for a complete and functional system.

V. Exfiltration Trench – Bid Item No. 21

1. Method of Measurement: The quantity to be paid for under this section shall be per linear foot.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install exfiltration trench, including filter fabric, washed rock, pipe (including solid sections at inlets/manholes), backfill, compaction, testing, and any other work described on the plans or required for a complete and functional system.

W. Flume – Bid Item No. 22

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install flumes, including excavation, formwork, concrete placement, saw cutting, and any other work described on the plans or required for a complete and functional system.

X. Bollard – Bid Item No. 23

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install bollards, including excavation, formwork, concrete placement, backfilling, compaction, testing, painting, and any other work described on the plans or required for a complete and functional

system.

Y. Curb & Gutter – Bid Item No. 24

1. Method of Measurement: The quantity to be paid for under this section shall be per linear foot.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install curb & gutter, including compaction, formwork, placement, saw cutting, testing, and any other work described on the plans or required for a complete and functional system.

Z. Curb – Bid Item No. 25

1. Method of Measurement: The quantity to be paid for under this section shall be per linear foot.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install curb, including compaction, formwork, placement, saw cutting, testing, and any other work described on the plans or required for a complete and functional system.

AA. Sidewalk – Bid Item No. 26

1. Method of Measurement: The quantity to be paid for under this section shall be per square yard.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install concrete sidewalk, including grading, compaction, formwork, placement, expansion joints, saw cutting, testing, and any other work described on the plans or required for a complete and functional system.

BB. Detectable Warning – Bid Item No. 27

1. Method of Measurement: The quantity to be paid for under this section shall be per square foot.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install detectable warning surfaces and any other work described on the plans or required for a complete and functional system.

CC. Sign – Bid Item No. 28

1. Method of Measurement: The quantity to be paid for under this section shall be on an assembly basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install signs, including anchor, post, fasteners, placard, and any other work described on the plans or required for a complete and functional system.

DD. Pavement Marking – Bid Item No. 29

1. Method of Measurement: The quantity to be paid for under this section shall be on a lump sum basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install thermoplastic pavement markings, including temporary markings, retroreflective pavement markers, and any other work described on the plans or required for a complete and functional system.

EE. 2" Line Stop and Restrained Cap – Bid Item No. 30

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 2" line stop and restrained cap, including excavation, concrete, backfilling, compaction, testing, temporary patching, and any other work described on the plans or required for a complete and functional system.

FF. Water Main Removal – Bid Item No. 31

1. Method of Measurement: The quantity to be paid for under this section shall be per linear foot.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to remove potable water system, including excavation, draining, pipe, services, meter boxes, appurtenances, disposal, backfilling, compaction, testing, temporary restoration, and any other work described on the plans or required for a complete and functional system.

GG. 6"x6" Stainless Steel Tapping Sleeve and Valve – Bid Item No. 32

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 6"x6" stainless steel tapping sleeve and valve, including excavation, restraint, box, EMS marker, indicator plate, backfilling, compaction, testing, and any other work described on the plans or required for a complete and functional system.

HH. 6"x8" Reducer – Bid Item No. 33

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 6"x8" reducers, including restraint, and any other work described on the plans or required for a complete and functional system.

II. 14"x8" Stainless Steel Tapping Sleeve and Valve – Bid Item No. 34

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 14"x8" stainless steel tapping sleeve and valve, including excavation, restraint, box, EMS marker, indicator plate, backfilling compaction, testing, and any other work described on the plans or required for a complete and functional system.

JJ. 6" Gate Valve – Bid Item No. 35

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 6" gate valves, including restraint, box, EMS marker, indicator plate, and any other work described on the plans or required for a complete and functional system.

KK. 8" Gate Valve – Bid Item No. 36

3. Method of Measurement: The quantity to be paid for under this section shall be per each.

4. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 8" gate valves, including restraint, box, EMS marker, indicator plate, and any other work described on the plans or required for a complete and functional system.

LL. Sampling Point – Bid Item No. 37

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install sampling points, including chlorinating the main, bacteriological testing, and any other work described on the plans or required for a complete and functional system.

MM. 8"x6" Tee – Bid Item No. 38

3. Method of Measurement: The quantity to be paid for under this section shall be per each.

4. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 8"x6" tees, including restraint, and any other work described on the plans or required for a complete and functional system.

NN. Fire Hydrant – Bid Item No. 39

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install fire hydrants, including excavation, fittings, valves, pipe, restraint, thrust blocks, EMS marker, backfill, compaction, testing, and any other work described on the plans or required for a complete and functional system.

OO. 8" Water Main with Tracer Wire – Bid Item No. 40

1. Method of Measurement: The quantity to be paid for under this section shall be per linear foot.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 8" water main with tracer wire, including excavation, additional piping required to account for change in vertical elevation, disinfection, filling, backfilling, compaction, pressure testing, and any other work described on the plans or required for a complete and functional system.

PP. 8" 11.25-Degree Bend – Bid Item No. 41

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 8" 11.25-degree bends, including restraint, thrust blocks, and any other work described on the plans or required for a complete and functional system.

QQ. 8" 45-Degree Bend – Bid Item No. 42

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 8" 45-degree bends, including restraint, thrust blocks, and any other work described on the plans or required for a complete and functional system.

RR. Water Service – Bid Item No. 43

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install water services, including excavation, casing, copper tubing, EMS marker, meter boxes, backfilling, compaction, testing, and any other work described on the plans or required for a complete and functional system.

SS. Lateral Removal – Bid Item No. 44

1. Method of Measurement: The quantity to be paid for under this section shall be per each.

2. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to remove sanitary sewer laterals, including excavation, disposal, wing nut plugs, trench restoration, testing, and any other work described on the plans or required for a complete and functional system.

TT. 6" Sanitary Service – Bid Item No. 45

3. Method of Measurement: The quantity to be paid for under this section shall be per each.

4. Basis of Payment: Payment shall be at the Contract Unit Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install 6" sanitary services, including excavation, cut-in, EMS marker, cleanouts, mini manholes, concrete collars, wing nut plugs, trench restoration, testing, and any other work described on the plans or required for a complete and functional system.

UU. Power Undergrounding – Bid Item No. 46

1. Method of Measurement: The quantity to be paid for under this section shall be on a lump sum basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, installing all materials (provided by FPL), labor, and equipment required to relocate existing overhead power utilities to an underground location, including risers, excavation, conduit and wire installation, equipment installation, tracer wire, EMS markers, backfill, trench restoration, sidewalk restoration, compaction, testing, terminations, and any other work described on the plans or required for a complete and functional system.

VV. Telephone Undergrounding – Bid Item No. 47

1. Method of Measurement: The quantity to be paid for under this section shall be on a lump sum basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to relocate existing overhead telephone utilities to an underground location, including excavation, conduit, pull boxes, ground wires, backfill, compaction, testing, and any other

work described on the plans or required for a complete and functional system.

WW. Television Undergrounding – Bid Item No. 48

1. Method of Measurement: The quantity to be paid for under this section shall be on a lump sum basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to relocate existing overhead television utilities to an underground location, including excavation, conduit, conduit terminations, backfill, compaction, testing, and any other work described on the plans or required for a complete and functional system.

XX. Street Lighting – Bid Item No. 49

1. Method of Measurement: The quantity to be paid for under this section shall be on a lump sum basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, installing all materials (provided by FPL), labor, and equipment required to install street lighting, including excavation, conduit installation, pull box installation, tracer wire, EMS markers, backfill, compaction, testing, and any other work described on the plans or required for a complete and functional system.

YY. Landscape and Irrigation– Bid Item No. 50

1. Method of Measurement: The quantity to be paid for under this section shall be on a lump sum basis.

2. Basis of Payment: Payment shall be at the Contract Lump Sum Price and shall include, but not be limited to, furnishing all materials, labor, and equipment required to install landscaping and irrigation, including trees, shrubs, ground cover, planting soil, staking, mulch, maintenance, fence, water service, controller, rain sensor, excavation, valves, boxes, sleeves, mainline, thrust blocks, utility marking tape, wiring, lateral lines, backfill, compaction, testing, sprinklers, bubblers, and any other work described on the plans or required for a complete and functional system.

2 PART 2 PRODUCTS Not Used.

3 PART 3 EXECUTION Not Used.

* SPECIAL NOTE:

The CITY retains the option to utilize up to 20% of the excess material from excavation and trenching operations. If the CITY exercises this option, Contractor shall stockpile the excess material and deliver to the CITY's facility as directed by the CITY's Representative.

END OF SECTION

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/5/2018

REQUESTED ACTION BY COMMISSION: Requesting Commission approval to make a donation of up to $5,000 from the Federal Forfeiture Law Enforcement Trust Funds to GBDC Entrepreneurship Institute.

EXPLANATION OF REQUEST:
The Boynton Beach Police Department has an ongoing partnership with GBDC Entrepreneurship Institute. This partnership is built on the foundation of community policing and our involvement with empowering youth towards achieving their goals and having a positive impact within the community.

The Juvenile Detention Alternatives Initiative (JDAI) suggest among its steps for crime prevention collaboration between juvenile justice agencies, governmental entities, and community organizations that undertake joint planning and policymaking to address reforms. All GBDCEI programs are designed to encourage entrepreneurial, leadership, social and financial literacy leading to job creation and the reduction of school drop rates.
.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
This will have a positive impact, as the Boynton Beach Police Department remains committed to building public trust and partnerships in the community. This donation will aide in our endeavor to provide resources to the community through crime prevention and public private partnerships.
.

FISCAL IMPACT: Non-budgeted
This donation should be paid from account number 691-5000-590-04-22. The current balance of this account is $120,814.27.

ALTERNATIVES: Do not approve the donation at this time.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Letter	Donation Request
Memo	Justification Memo

GBDC
Entrepreneurship Institute

561-894-4510 info@gbdcei.com www.gbdcei.com

1500 W Gateway Ave Boynton Beach, Fl. 33426 GBDCEI is a 501 (C) 3 organization

Date: November 12, 2017

Subject: GBDCEI Funding Request

To: Boynton Beach Police Department

Request Amount: $5,000

Dear Chief Katz, GBDCEI respectfully submits this year's funding request in support of our youth programs. Last year's funding was instrumental is serving the youth of Boynton Beach and extend programing to free tutoring. This year we recognize that homelessness is a driving factor toward poor educational performance, joblessness and crime. We will extend our focus to homeless youth and young adults. According to the 2017 homeless Point-in-Time Count:

1,607 individuals and families are homeless on any given day in Palm Beach County.
11.5% increase in homeless individuals from 2015
57% of homeless were in families
13% of homeless were 18 to 24 years old
West Palm Beach has the largest homeless population in Palm Beach County
4295 students were identified as homeless within the Palm Beach County School District in May 2017.
Palm Beach County ranks #2 in Florida for children living in spaces not designed for human habitation.
The average age of a homeless child in Palm Beach County is 7

As you know most crimes committed can often be traced back to financial and socio economic conditions of the perpetrator. The Juvenile Detention Alternatives Initiative (JDAI) suggest among its steps for crime prevention collaboration between juvenile justice agencies, governmental entities, and community organizations that undertake joint planning and policymaking to address reforms. All GBDCEI programs are designed to encourage entrepreneurial, leadership, social and financial literacy leading to job creation and the reduction of school drop rates. Below is a list of list of our programs.

The Mobile Entrepreneurship Training and Leadership Unit (M.E.L.T)

A mobile program aimed at:

- Reducing crime
- Reducing unemployment
- Reducing the high school dropout rate
- Providing technology training for seniors
- Creating jobs for drop outs convicted felons, single parents
- Providing technical assistance for small business and Entrepreneurs
- Providing job re-entry skills for drop outs convicted felons, single parents & seniors

Kid-Preneur Leadership Academy (Age 9-15)

This program is a full day program during which participants run their city. The program is an experiential learning program where participants learn in three parts, through role-play of running the city, field trips to actual community organizations and through speakers who visit the program. The program is held one week over spring break one great week over winter break and two weeks over the summer. The cost for this program is $125 per week. Depending on grant funding occasionally we do have a limited number of scholarships, available on a first come first serve basis.

Future Entrepreneurs & Leaders Training Program (16-21)

The future entrepreneurs and leaders program is for young adults ages 16-21. The program begins with eight week training course participants are taught the fundamentals of starting their own, business write a business plan, life skills and leadership skills; after which the participants then set up and run their own business that is incubated by GBDCEI. In addition, the participants learn real world practical life skills designed to encourage fiscal responsibility. This is a job creation focused program and participants are paid wages for their role in the business. Salaries are based on sales and profitability of the company. Salaries are based on sales and profitability of the company.

Thank you for your kind consideration.

Respectfully Submitted,

Annette Gray

BOYNTON BEACH POLICE DEPARTMENT

INTER-OFFICE MEMORANDUM

TO: Lori LaVerriere
City Manager

FROM: Kelly Harris
Acting Chief of Police

REF: GBDC Enterpreneurship Institute

DATE: May 14, 2018

5-14-18

Florida statute 932.7055 (5)(a) mandates the following regarding federal forfeiture funds:

If the seizing agency is a county or municipal agency, the remaining proceeds shall be deposited in a special law enforcement trust fund established by the board of county commissioners or the governing body of the municipality. Such proceeds and interest earned therefrom shall be used for school resource officer, crime prevention, safe neighborhood, drug abuse education, prevention programs, or for other law enforcement purposes, which include defraying the cost of protracted or complex investigations, providing additional equipment or expertise, purchasing automated external defibrillators for use in law enforcement vehicles, and providing matching funds to obtain federal grants. The proceeds and interest may not be used to meet normal operating expenses of the law enforcement agency.

Requesting Commission Approve a $5,000 donation to GBDC Entrepreneurship Institute to support the Juvenile Detention Alternatives Initiative (JDAI) program from the Federal Forfeiture Law Enforcement Trust Fund. Most crimes committed can often be traced back to financial and socio economic conditions of the perpetrator. The Juvenile Detention Alternatives Initiative (JDAI) suggest among its steps for crime prevention collaboration between juvenile justice agencies, governmental entities, and community organizations that undertake joint planning and policy making to address reforms. All GBDCEI programs are designed to encourage entrepreneurial, leadership, social and financial literacy leading to job creation and the reduction of school dropout rates. Our crime prevention unit will work closely with this organization to build relationships with our youth, reduce recidivism and participate in leadership opportunities. By getting involved and interacting with our youth, our crime prevention unit can make a positive influence on these individuals and guide them down a path not leading to criminal activity.

BBPD remains committed to positively influencing juveniles within the community through financial assistance, mentorship opportunities, or employment programs, all of which this donation helps to fund. This donation fulfills both our legal obligation under Florida State Statute 932 and the strategic intent of our department mission.

This donation should be drawn from account 691-5000-590-04-22 (Federal Forfeiture Law Enforcement Trust Fund). The current account balance is: $120,814.27. This is a one-time donation expense.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/5/2018

REQUESTED ACTION BY COMMISSION:
Approve the grant adjustment for the Edward Byrne Memorial Justice Assistance Grant Program (JAG) (2016-DJ-BX-0603) and approve the purchase of desktop computers with the grant funds.

EXPLANATION OF REQUEST:
Our agency was awarded $29,488 (2016-DJ-BX-0603) on August 29, 2016, there is currently $16,288.67 remaining in the grant funds. The remaining balance is due to projects coming in under budget and the video production project being cut short due to manpower/video production personnel.

Staff is requesting that the remaining funds be re-allocated to purchase desktop computers which would replace the slower, outdated computers that we are currently using.

In accordance with the grant award the City Commission needs to approve the request for grant adjustment in addition to the Department of Justice approving the request.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
By approving this grant adjustment, the police department will utilize the remaining $16,288.67 to purchase desktop computers to improve our operations and better serve the community.

FISCAL IMPACT: Non-budgeted
There is no fiscal impact to the City, this is a grant and the expense for desktop computers will be reimbursed by the grant.

ALTERNATIVES: Do not approve the grant adjustment and do not purchase the desktop computers.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: n/a

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: n/a

Is this a grant? Yes

Grant Amount: $16,288.67 remaining funds

ATTACHMENTS:

Type	Description
Other	Grant adjustment
Attachment	JAG Budget Adjustment

All Active

Change Requested

Approved

Denied

Draft

Create Grant Adjustment

Help/Frequently Asked Questions

Change Project Scope GAN

US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

GRANT ADJUSTMENT NOTICE

Grantee Information

Grantee Name:	City of Boynton Beach	**Project Period:**	10/01/2015 - 09/30/2019	**GAN Number:**	005
Grantee Address:	100 EAST BOYNTON BEACH BLVD. BOYNTON BEACH, 33425	**Program Office:**	BJA	**Date:**	03/01/2018
Grantee DUNS Number:	07-224-7133	**Grant Manager:**	Tamaro White		
Grantee EIN:	59-6000282	**Application Number(s):**	2016-H3872-FL-DJ		
Vendor #:	596000282	**Award Number:**	2016-DJ-BX-0603		
Project Title:	2016 JAG Project	**Award Amount:**	$29,488.00		

Change Project Scope

*Scope Change Types

☑ Altering programmatic activities	☐ Altering the purpose of the project
☐ Changing the project site	☐ Change in organization with primary responsibility for implementation of grant
☐ Contracting out, sub-granting or otherwise obtaining the services of a third party to perform activities that are central to the purpose of the award	☐ Other (Please enter type of scope change below)

***Required Justification for Change Project Scope:**

Our agency respectfully request that the remaining funds go towards an unbudgeted computer project. Funds are remaining from project #1 due to manpower/skills for video production and props not needed. In addition, the backdrop was cheaper

Attachments:

Filename:	User:	Timestamp:	Action:
JAG 26-17 GAN update.pdf	cannong	02/16/2018 8:38 AM	Delete Attachment

Actions:

Close

Printer Friendly Version

Audit Trail:

Description:	Role:	User:	Timestamp:	Note:
Approved-Final	PO - GAN 1st Line Supervisor	Locicerd	03/01/2018 9:13 AM	View Note
Submitted	PO - Grant Manager	cannong	02/16/2018 8:43 AM	View Note
Draft	EXTERNAL - External User	cannong	02/16/2018 8:43 AM	View Note
Change Requested	PO - Grant Manager	WhiteT	02/15/2018 6:40 PM	View Note
Change Requested	EXTERNAL - External User	WhiteT	02/15/2018 6:40 PM	View Note
Submitted	PO - Grant Manager	cannong	01/26/2018 3:56 PM	View Note
Change Requested	PO - Grant Manager	WhiteT	01/25/2018 4:04 PM	View Note
Change Requested	EXTERNAL - External User	WhiteT	01/25/2018 4:04 PM	View Note
Submitted	PO - Grant Manager	cannong	01/05/2018 3:06 PM	View Note
Draft	EXTERNAL - External User	cannong	01/05/2018 3:06 PM	View Note

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Budget and Budget Narrative

Project #1

Due to manpower, we are not able to do anymore video productions at this time and request that the remaining funds $14984.91 be utilized for Project #4 - computers.

Item Description	Approved	Actual Spent	Request Funds towards Project #4
Unbudgeted overtime	$14,338	$534.35	$13,803.65
Costume Props	$1,000.00	$0.00	$1,000.00
Retractable backdrop	$650.00	$468.74	$181.26
			$14,984.91

Project #2

All funds were expended on this project.

Item Description	Approved	Actual Spent	Request Funds towards Project #4
SmartWater	$10,000.00	$10,000.00	$0.00

Project #3

Project complete, due to price change $1303.76 remains -request to forward to project #4

Item Description	Approved	Actual Spent	Request Funds towards Project #4
K9 Harnesses	$3,500.00	$2,196.24	$1,303.76
		Totals: $13199.33	Totals: $16288.67

Project #4

Our agency would like to utilize the remaining funds to go towards an unbudgeted computer project, consisting of the purchase of desk top computers to add to and replace those that are no longer in service.

Item Description	Total Price
Desktop Computer includi Includes:	$16,288.67
Lenovo ThinkCentre M710	
ThinkCentre Tiny VESA Mount	
Slim DVD Burner	
LED LCD Monitor	
	Total Price: $16288.67

JAG funds spent and projected spending totals: $29488.00

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/5/2018

REQUESTED ACTION BY COMMISSION: Approve utilizing Ten-8 Fire Equipment, Inc. of Bradenton, FL as a sole source vendor to service the City's Pierce Fire Trucks for an estimated amount of $100,000 for FY17/18.

EXPLANATION OF REQUEST:
Public Works Fleet Division originally created an annual blanket in the amount of $24,000 with sole source vendor Ten-8 Fire Rescue to service Pierce Fire Trucks. The Fire Department has experienced a couple of major breakdowns. One Fire Rescue Truck had a pump failure and waterway leaks and another truck had multiple leaks on a pump.

Currently we have an invoice in the amount of $26,681.87 for Fire Truck #806 that was involved in an accident and there is an additional truck at the vendor's facility that will be approximately $20,000 for repairs.

Staff is requesting to increase expenditures to Ten 8 from $24,000 to an estimated expenditure of $100,000. With expected invoices of $74,000 this will leave an additional $26,000 for any repairs which may be needed for the remainder of the fiscal year.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
Continued repair of Fire Rescue Trucks is necessary to insure the Fire Department provide residents with emergency services.

FISCAL IMPACT: Budgeted
Budgeted funding is in Fleet account # 501-5000-590-09-82

Previous years expenses:

FY18 to date	$ 5,000
FY 16/17	$35,000
FY 15/16	$58,000

ALTERNATIVES: None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: TEn-8 Fire Rescue

START DATE:

END DATE:

CONTRACT VALUE:

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?: No

EXTENSION EXPLANATION:

This is a Sole Source Vendor, see attached sole source letter.

ATTACHMENTS:

	Type	Description
🗋	Sole Source Letter	Ten-8 Frie Rescue - Sole Source Letter

PIERCE MANUFACTURING INC.
AN OSHKOSH TRUCK CORPORATION COMPANY • ISO 9001 CERTIFIED
2600 AMERICAN DRIVE
POST OFFICE BOX 2017
APPLETON, WISCONSIN 54912-2017
920-832-3000 • FAX 920-832-3208

An Oshkosh Truck Corporation Company

Dear Valued Customer,

Since 1917, Pierce Manufacturing has provided the finest fire apparatus in the industry. The quality of our products and services are our number one priority.

In order to provide you with the personalized level of service you deserve, Pierce Manufacturing has authorized dealers throughout the country. Ten-8 is the Pierce authorized dealership in Florida and Georgia. They are the sole source for Pierce parts in these states. Ten-8 is also extremely qualified to provide you with the service you have come to expect from Pierce Manufacturing, Inc.

Ten-8 is also the authorized sole source distributor for after-market service and support for the MedTec ambulance product line. Please contact them directly for any requests concerning the Pierce product line or MedTec.

If you have any questions or concerns regarding this or any other issue, please call us at 1-888-YPIERCE.

Regards,

Kristina Spang
Customer Service and Procurement Manager
Pierce Manufacturing, Inc.
An Oshkosh Corporation Company * ISO Certified

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/5/2018

REQUESTED ACTION BY COMMISSION:
Declare twenty four (24) Vehicles/Equipment as surplus and approve the disposition of these items via auction using various means.

EXPLANATION OF REQUEST:
Public Works Fleet Division is requesting disposition of twenty four (24) items via auction utilizing various means. Staff have verified the vehicles and equipment are no longer of use and has completed all proper documentation for disposal.

The disposal and/or sale of vehicles requires approval by the City Commission. The proceeds will generate revenue for the Fleet Maintenance Fund, as such the Public Works/Fleet Maintenance requests Commission's review, evaluation and approval to sell the surplus vehicles/equipment.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The disposal of obsolete, damaged and surplus vehicles and equipment reduces the need for storage and excessive maintenance and repairs and allows the Finance Department to remove the items from the City's fixed asset records.

FISCAL IMPACT: Budgeted
The revenue generated from the sale of surplus vehicles and equipment will be placed in the Fleet Maintenance Fund, and credited to revenue account #501-0000-365-01-00. The funds are used for the future procurement of vehicles and equipment.

ALTERNATIVES:
None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: Various Vendors

START DATE:

END DATE:

CONTRACT VALUE:

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?: No

EXTENSION EXPLANATION:

ATTACHMENTS:

	Type	Description
🗋	Attachment	Vehicle Surplus List May 2018

Vehicle Surplus List May 2018

Department	VIN #	Unit #	Vehicle Type	Yr.	Reason for surplus	Original Cost
Police	1FAHP2M87DG212651	4341	B/W Ford Police Interceptor	2013	Has exceeded life expectancy	$30,723.00
Police	1FAHP2MK0EG178646	4448	B/W Ford Police Interceptor	2014	Wrecked, not cost efficient to repair	$31,887.00
Police	2D4GV47V07H726779	4732	B/W Dodge Magnum	2007	*DNR, transmission in-op	$25,596.00
Police	2G1WD5EM4A1192058	4004	B/W Chevy Impala	2010	Has exceeded life expectancy	$20,198.50
Police	1GCGG29K081209206	4840	Chevy Express Van	2008	Has exceeded life expectancy	$20,715.00
Police	2FAFP71W23X113896	4310	B/W Ford Crown Vic	2003	Has exceeded life expectancy	$24,171.00
Police	6G1MK5T20BL565500	4111	B/W Chevy Impala	2011	Has exceeded life expectancy	$25,921.00
Police	6G1MK5T22BL562940	4112	B/W Chevy Impala	2011	Has exceeded life expectancy	$25,921.00
Police	6G1MK5T26BL565503	4113	B/W Chevy Impala	2011	Has exceeded life expectancy	$25,921.00
Police	2FAFP73V66X164259	3602	Maroon Ford Crown Vic	2006	Has exceeded life expectancy	$21,748.00
Police	2G1WB55K979265973	3704	Tan Chevy Impala LS	2007	Has exceeded life expectancy	$17,653.86
Police	1GCHG39K091154011	4941	Chevy Express Van	2009	Has exceeded life expectancy	$30,718.00
Police	2G1WB55K479261054	3700	Red Chevy Impala LS	2007	Has exceeded life expectancy	$17,653.86
Police	2G1WB58K081214227	3801	Silver Chevy Impala LS	2008	Has exceeded life expectancy	$15,926.00
Police	2G1WS553881276066	4811	Black Chevy Impala LS	2008	Has exceeded life expectancy	$15,926.00
Police	2G1WB57K391274344	3904	White Chevy Impala LS	2009	Has exceeded life expectancy	$15,926.00
Police	2G1WB57KX91274390	3905	Black Chevy Impala LS	2009	Has exceeded life expectancy	$15,926.00
Police	2G1WB57K091275208	3906	Blue Chevy Impala LS	2009	Has exceeded life expectancy	$15,926.00
Police	1GNET13M682215259	3807	Black Chevy Trailblazer	2008	*DNR, engine stalls	$21,268.00
Police	1HD1FHM169Y654678	4945	Harley Davidson Road King	2009	Has exceeded life expectancy	$8,850.00
Utilities	1HTMKAAN03H560279	1123	International 5 yard dump	2003	Has exceeded life expectancy	$48,149
Parks	1GCPCPEX0AZ180467	5004	Chevy Silverado	2010	Truck bed is rusted beyond repair, not safe	$16,457.00
Recreation	YAMA1463A010	5000	Yamaha Wave Runner	2010	Has exceeded life expectancy	9,427.00
Recreation	1ZJBB1319AM064852	5001	Con. Wave Runner Trailer	2010	Has exceeded life expectancy	Included in above
					* DNR=Do Not Replace	

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/5/2018

REQUESTED ACTION BY COMMISSION: Authorize utilizing the U.S. General Services Administration (GSA) Contract GS-35F-408AA with e-Builder, Inc. for annual renewal of licenses in the amount of $48,120 for the centralized Capital Project Management Software system used in the Utility Department. The City's procurement policies allows the use of GSA contracts.

EXPLANATION OF REQUEST:
GSA Contract Period: May 31, 2013 - May 30, 2023

On February 16, 2016, the City Commission approved an agreement with e-Builder, Inc. for Capital Project Management Software. e-Builder is a suite of software packages that handle every aspect of project management from the position of the buyer, unlike most project management systems that are dedicated to the contractors and engineers.

The e-Builder Enterprise Suite is comprised of the following elements;
Capital Planning
Cost and Funding Management
Structured Workflow
Schedule Management
Bid Management
Integrated Reporting

Because every project is handled within the one system, the entire utility capital plan progression is reviewed and monitored in one place both in terms of progress in the field to examining the complete financial picture. This provides senior management with the ability to allocate resources appropriately to ensure that projects are completed on time and within budget. The software licensing enables multiple users within Utilities along with contractors and other City departments to utilize the system.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The e-Builder system ensures a structured, centralized project management system which provides improved cost and time control of the Utility Capital Improvement Plan. It is used extensively by the Utility to manage all of their projects.

FISCAL IMPACT: Budgeted

ALTERNATIVES: Not to proceed with the annual renewal from e-Builder, and revert to managing by paper. This is not recommended since there are active projects ongoing in the system and it would need to be replaced with another system in order to maintain project management efficiency

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Addendum	GSA Contract
🗋	Addendum	e-Builder Invoice

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is: http://www.gsaadvantage.gov

WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT

SCHEDULE TITLE: GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES

FSC GROUP: 70

CONTRACT NUMBER:
GS-35F-408AA

PERIOD COVERED BY CONTRACT:
May 31, 2013 to May 30, 2023

e-Builder, Inc.
1800 NW 69th Ave, Suite 201
Fort Lauderdale, FL 33313
(P) 954-513-3105
(F) 954-792-5949
http://www.e-Builder.net

Contractor's Administration Source: jpraytherr@e-builder.net

Modification #**0007**, dated **02/07/17**
Business Size: **Other than Small**
DUNS: **933695785**

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at http://www.fss.gsa.gov.

OVERVIEW

Company Background

e-Builder is the leading provider of fully integrated, cloud-based construction program management software for top facility owners and organizations that act on their behalf. The company's flagship product, e-Builder Enterprise, improves capital project execution resulting in increased productivity and quality, reduced cost, and faster project delivery. Since 1995, e-Builder's technology leadership and construction industry focus has provided thousands of global companies, government agencies, and healthcare and educational institutions managing billions of dollars in capital programs with solutions to improve the plan, build and operate lifecycle. The company is privately held and headquartered in Fort Lauderdale, Florida.

Earned Prestige and Trust

e-Builder is trusted by many of the largest facility Owners and Program Managers managing capital construction project portfolios in excess of $100 billion to provide a reliable, cost effective and flexible platform for strategically managing cost, schedule and scope information from planning to occupancy. e-Builder provides these organizations with an auditable control mechanism to meet today's regulatory requirements.

Accessible and Responsive Team

e-Builder prides itself in being accessible to our clients and responding to their needs as part of our product roadmap definition. More than 75% of our enhancement requests come from clients. e-Builder's leadership team is available to address issues or concerns quickly.

Experience in the Construction Industry

Our team consists of seasoned experts with vast experience implementing our software throughout the world. The e-Builder team is experienced in the development, implementation, deployment, training and support of complex construction program management systems. We do not subcontract these functions. Our direct experience affords us a unique understanding of what it takes to deliver a successful implementation and results in our clients achieving their stated goals. e-Builder's focus and experience has always been on the construction industry, as opposed to generic project management systems. We have not ventured, nor do we plan to venture, outside of this space.

e-Builder Enterprise™ Product Overview

e-Builder Enterprise is a fully integrated cloud-based construction program management software system for owners managing capital projects. The system is designed to address the specific needs of these owners from planning stages through occupancy or operation. e-Builder Enterprise connects all of the internal and external stakeholders to efficiently manage documents, schedule, and communications across all of the projects in the organization. Developed and continuously refined since 1995 with input from thousands of users, e-Builder Enterprise is the most innovative, functionally-rich and easiest-to-use construction program management software system of its kind. Whether you are managing a single project, multiple projects, or multiple programs each with several projects,
e-Builder Enterprise provides one integrated system to manage the cost, schedule and scope of each project as it moves from planning to occupancy. The system is modular, and entirely accessible and configurable via the Internet making it the fastest system to deploy.
More than 5,000 companies and government agencies involved in capital construction planning, design, construction and operations leverage e-Builder to improve capital project execution. The results are increased productivity, accountability, and much tighter control over costs and schedule, which ultimately reduces costs and speeds time to market.

GSA AWARDED TERMS AND CONDITIONS
E-BUILDER, INC.

1a. **TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)**

SIN 132-51: Information Technology (IT) Professional Services
SIN 132-52: Electronic Commerce and Subscription Services

1b. **LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:** See attached Proposed Pricelist

1c. **HOURLY RATES (Services Only):** See attached proposed pricelist

2. **MAXIMUM ORDER*:**
SIN 132-51: $500,000
SIN 132-52: $500,000

*If the "best value" selection places your order over this Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement; (2) offer the lowest price available under this contract; or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR 8.404

3. **MIMINUM ORDER:** $100

4. **GEOGRAPHIC COVERAGE:** Domestic Delivery

5. **POINT(S) OF PRODUCTION:** 1800 NW 69th Ave STE 201 Fort Lauderdale, FL 33313

6. **DISCOUNT FROM LIST PRICES:** Net GSA pricing is listed in the attached pricing table

7. **QUANTITY DISCOUNT(S):** Additional 1% discount on single task orders over $250,000

8. **PROMPT PAYMENT TERMS:** 0%, Net 30 Days

9a. Government purchase cards ***are accepted*** at or below the micro-purchase threshold

9b. Government purchase cards ***are not accepted*** above the micro-purchase threshold

10. **FOREIGN ITEMS:** None

11a. **TIME OF DELIVERY:** To be negotiated at the task order level

11b. **EXPEDITED DELIVERY:** To be negotiated at the task order level

11c. **OVERNIGHT AND 2-DAY DELIVERY:** To be negotiated at the task order level

11d. **URGENT REQUIREMENTS**: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery

12. **FOB POINT:** Destination

13a. **ORDERING ADDRESS:**

e-Builder, Inc.
1800 NW 69th Avenue
Suite 201
Plantation, FL 33313
(P) 954-513-3105
(F) 954-792-5949

13b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3

14. **PAYMENT ADDRESS:**

e-Builder, Inc.
1800 NW 69th Avenue
Suite 201
Plantation, FL 33313
(P) 954-513-3105
(F) 954-792-5949

15. **WARRANTY PROVISION:** Refer to e-Builder, Inc.'s Service Agreement

16. **EXPORT PACKING CHARGES:** N/A

17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** Accepted at, below, and above the micro-purchase threshold.

18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (if applicable).** N/A

19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A

20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A

20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A

21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A

22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A

23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A

24a. **SPECIAL ATTRIBUITES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A

24b. **Section 508 Compliance for EIT:** as applicable

25. **DUNS NUMBER:** 933695785

26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Active in SAM, CAGE Code 1XMU0

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1. SCOPE

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.

b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the

travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS □COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I □□OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements**—**Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

(1) The offeror;

(2) Subcontractors; and/or

(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor's Degree in Computer Science

TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL IDENTIFICATION NUMBER 132-52)

1. SCOPE

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3. INFORMATION ASSURANCE

a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)

b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, *"Standards for Security Categorization of Federal Information and Information Systems"*) (FIPS 200, "*Minimum Security Requirements for Federal Information and Information Systems*") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).

c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

~~4.~~ DELIVERY SCHEDULE.

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers,* paragraph 6. *Delivery Schedule.*

5. INTEROPERABILITY.

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

7. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9. RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

Refer to Service Agreement

The warranty shall commence upon the later of the following:

a. Activation of the user's service
b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

12. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

13. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

Refer to Pricelist

14. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

14. ELECTRONIC COMMERCE SERVICE PLAN

(a) Describe the electronic service plan and eligibility requirements.

Refer to Pricelist

(b) Describe charges, if any, for additional usage guidelines.

Refer to Pricelist

(c) Describe corporate volume discounts and eligibility requirements, if any.

Refer to Pricelist

E-BUILDER
SERVICE AGREEMENT

e-Builder, Inc. whose address is 1800 NW 69th Avenue, Suite 201, Plantation, FL 33313 ("e-Builder") and Ordering Activity, as defined in GSA Order ADM4800.2G and as revised from time to time ("Customer"), enter into this e-Builder Service Agreement (the "Service Agreement"). In the event of a conflict between any terms and conditions in this Service Agreement and the terms and conditions of the GSA Schedule 70 contract, the terms and conditions of the Schedule 70 contract shall control. The work to be performed for an "Ordering Activity" may be contained in one or more "Task Orders."

1. TERM. This Agreement shall continue for the period purchased by the Ordering Activity as set forth in the relevant task order.

2 SERVICES.

2.1 Services. e-Builder agrees to provide the services described in the relevant Task Order (the "Services") to Customer subject to the terms and conditions of this Agreement, in consideration for the payments set out therein. Customer acknowledges that e-Builder Enterprise[tm] software may be modified or upgraded from time to time, and that "Services" and 'Customer Support" provided to Customer shall only include the use of the most recent version of e-Builder Enterprise[tm].

2.2 License of Software. Customer's right to use the Services (including, without limitation, the limited license to use e-Builder Enterprise[tm] software), is limited to the restrictions contained herein, including those related to the number of users, projects, annual capital program expenditures and/or period of use. The Customer acknowledges that title to and copyright in the software applications supplied by e-Builder (including e-Builder Enterprise[tm]) are reserved by e-Builder. Customer acquires no right in any software, copyrights, patents or any other intellectual property belonging to or licensed by e-Builder, other than the specific limited rights to the Services. e-Builder is and shall remain the sole owner of all copyrights, trademarks, patents and other proprietary rights in and to all aspects of the Services (including, without limitation, all software, code and designs used in providing the Services).

3.

4. WARRANTIES

4.1 Representations. Customer represents, warrants and covenants the following to e-Builder: (i) Customer currently possesses all necessary licenses, permits, insurance and approvals required validly to execute, deliver and perform its duties under this Agreement and is qualified to do business in all jurisdictions where such qualification is required for Customer's performance of its duties under this Agreement, (ii) To the best of its knowledge and ability, Customer will comply with, and will use its best efforts to cause each subcontractor it may engage to comply with all applicable federal and state laws and regulations in performing its and their respective responsibilities under this Agreement and any subcontracts, and (iii) No information provided to e-Builder or disseminated through its software or systems shall infringe on or violate any trademark, copyright, trade secret, right of publicity or privacy (including but not limited to defamation), patent or other proprietary right of any third party.

4.2 Disclaimer of Warranty and Limitations of Liability. E-BUILDER DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM E-BUILDER'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH E-BUILDER WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, E-BUILDER CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, E-BUILDER DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

EXCEPT FOR THE WARRANTIES SPECIFICALLY AND EXPRESSLY MADE HEREIN AND ANY WARRANTIES SPECIFICALLY PROVIDED IN THE GSA SCHEDULE 70 CONTRACT, E-BUILDER MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES ARE DISCLAIMED.

FOR ANY ONE OR MORE BREACH OF THIS AGREEMENT OR DEFAULT HEREUNDER, THE ENTIRE LIABILITY OF THE PARTY IN BREACH OR DEFAULT, AND THE EXCLUSIVE REMEDY OF THE OTHER PARTY, SHALL BE PAYMENT OF THE ACTUAL DAMAGES PROXIMATELY CAUSED BY SUCH BREACH OR DEFAULT, WHICH SHALL NOT EXCEED THE AMOUNT OF ONE (1) MONTH'S FEES PAID BY CUSTOMER HEREUNDER. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, LOSSES, OR EXPENSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT. THESE LIMITATIONS ON THE LIABILITY OF EITHER PARTY SHALL APPLY TO ANY AND ALL CAUSES OF ACTION THAT EITHER PARTY MAY HAVE AGAINST THE OTHER, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING A CLAIM, DEMAND OR

ACTION, INCLUDING, WITHOUT LIMITATION, WHETHER IT SOUNDS IN CONTRACT OR TORT, BUT SHALL NOT APPLY TO OR LIMIT SUMS DUE HEREUNDER TO E-BUILDER FOR SERVICES. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule 70 contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

4.3 Indemnity. e-Builder agrees to indemnify and hold harmless the Customer (for services rendered under a Task Order, as applicable), , its officers, directors, employees or agents from and against any claims made upon it by any third party, arising out of information or software provided by it or actions of its employees, agents or invitees.

5. AUDIT RIGHTS. e-Builder will have the right, during normal business hours and upon at least five (5) days prior written notice, to have an independent audit firm selected by e-Builder audit Customer's records relating to Customer's activities pursuant to this Service Agreement in order to verify that Customer has complied with the terms of this Agreement Such audits will be conducted no more than once in any period of twelve (12) consecutive months, and e-Builder will adhere to any security measures required by the Ordering Activity.

6. CONFIDENTIALITY. Confidential Information refers to all nonpublic information provided by one party to the other, but it does not include this Service Agreement. The Parties agree that, except to the extent necessary to implement the terms and conditions of this Agreement, when authorized in writing by the other Party or when otherwise required by law: (i) each Party will preserve and protect the confidentiality of the other Party's Confidential Information; (ii) neither Party will disclose to any third party the existence, source, content or substance of the other Party's Confidential Information, or make copies of such Confidential Information except as required by this Agreement; (iii) neither Party will deliver the other Party's Confidential Information to any third party, or permit such information to be removed from the premises of the Party receiving such information; and (iv) each Party shall advise any of its employees or agents working on or having access to the other Party's Confidential Information of the confidentiality of such information.

7. MISCELLANEOUS

7.1 Governing Law and Venue. This Agreement shall be governed by and interpreted in all respects in accordance with the laws of the United States.

7.2 Notices. All notices required or permitted to be sent pursuant to this Agreement shall, unless otherwise specifically provided, be in writing and shall be deemed given when delivered personally or by facsimile, overnight air courier or certified mail (postage prepaid, return receipt requested), to the addresses shown above or such other substitute address designated in writing.

7.3 Force Majeure. Notwithstanding any other provision of this Agreement, if by reason of Force Majeure, any Party is unable to perform certain of its obligations under this Agreement it shall be automatically relieved of those obligations to the extent, and for the period of time, that such Party is prevented from meeting them by Force Majeure.

E-BUILDER, INC.	"Customer"
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

SIN	Labor Category	Functional Responsibility	Years of Experience	Educational Requirements	Awarded Net GSA Price	UOI
132-51	Project Manager	As primary point of contact for the customer, the Project Manager is proficient in the latest hardware, software, and network technologies. Directs completion of complex information technology tasks within estimated timeframe and budget constraints, while oversees all project work. Schedules and assigns duties to subordinates and subcontractors and ensures assignments are completed as directed. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with scope requirements.	At least six years of technical experience with computer and network system architecture within a variety of Information Technology environments. Position requires excellent oral and written communications kills, with the ability to multi-task	Bachelor's degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of Bachelor's degree, six years relevant experience and/or technical certificates may be substituted.	$ 167.51	Hourly
132-51	Senior Project Manager	Demonstrated ability to provide guidance and direction for specific sub-tasks of a project. The Senior Project Manager is proficient in the latest hardware, software, and network technologies and acts as the overall lead, manager and administrator for the effort. Serves as the primary interface and point of contact with program authorities and representatives on technical and program/project issues. Leads team on large complex projects of significance. Ceates innovation solutions for complex projects scheduling, technology, methodology, tools, and solution components. Provides systems analysis and programming activities for a customer site, facility or multiple locations. Prepares plans for application selection, systems development, systems maintenance, and production activities and for necessary support resources. Supervises program/project operations by developing procedures, planning and directing execution of the technical programming, maintenance and administrative support effort and monitoring and reporting progress. Manages acquisition and employment of program/project resources. Manages and controls financial and administrative aspects of the program/project with respect to contract requirements. Responsible for all aspects of project.	Eight years of management and supervisory experience with computer and network system architecture within a variety of Information Technology environments. Position requires excellent oral and written communication skills, with the ability to multi-task.	A Bachelors Degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelors degree, six years of relevant work experience can be substituted.	$ 263.22	Hourly
132-51	Consultant	Serves as interface and point of contact with program authorities and representatives on technical and project issues. Plays a major part in program/project operations by developing procedures, planning and directing execution of the technical programming, maintenance and administrative support effort and monitoring and reporting progress. Reports on acquisition and employment of program/project resources to Project Managers.	Four years of experience in IT related business and consulting. Position requires excellent oral and written communication skills, with the ability to multi-task.	A Bachelors Degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a Bachelors degree, six years of relevant work experience can be substituted.	$ 215.37	Hourly

SIN	MFR	MFR PART NO	PRODUCT DESCRIPTION	UOI	GSA PRICE	Warranty	COO
132-52	e-Builder	EB-ENT	E-Builder Enterprise Platform which includes up to 15 named users. One year subscription license.	Up to 15 users/ per year	$ 21,916.62	Standard Warranty	US
132-52	e-Builder	EB-ADDL	Additional e-Builder Enterprise user licenses (above the 15 users included with the Enterprise Platform). One year subscription license. Price per user per year.	Per User/ Per Year	$ 1,461.11	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-15-Named	e-Builder Enterprise Government Edition which includes core platform and up to 15 named users. One year subscription license with auto renewal. Includes e-Builder Enterprise 15 named, Business Intelligence Add-on, Sandbox, oData API, and BIM	Platform with up to 15 users / year	$ 24,876.80	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-15-Named (on AWS GovCloud)	e-Builder Enterprise Government Edition hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and up to 15 named users. One year subscription license with auto renewal. Includes e-Builder Enterprise 15 named, AWS GovCloud Hosting, Business Intelligence Add-on, Sandbox, oData API, and BIM	Platform with up to 15 users / year	$ 31,523.27	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-50-Named	e-Builder Enterprise Government Edition which includes core platform and up to 50 named users. One year subscription license with auto renewal. Includes e-Builder Enterprise 50 named, Business Intelligence Add-on, Sandbox, oData API, and BIM	Platform with up to 50 users / year	$ 62,192.00	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-50-Named (on AWS GovCloud)	e-Builder Enterprise Government Edition hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and up to 50 named users. One year subscription license with auto renewal. Includes e-Builder Enterprise 50 named, AWS GovCloud Hosting, Business Intelligence Add-on, Sandbox, oData API, and BIM	Platform with up to 50 users / year	$ 78,808.19	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-20M-Capital_Program	e-Builder Enterprise Government Edition which includes core platform and unlimited users for capital programs up to $20 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 20M Capital Program, Business Intelligence Add-on, Sandbox, oData API, and BIM	Platform with unlimited users for up to $20 million in capital program	$ 44,459.49	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-20M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise Government Edition hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to $20 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 20M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Sandbox, oData API, and BIM	Platform with unlimited users for up to $20 million in capital program	$ 56,337.97	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-50M-Capital_Program	e-Builder Enterprise Government Edition which includes core platform and unlimited users for capital programs up to $50 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 50M Capital Program, Business Intelligence Add-on, Sandbox, oData API, and BIM	Platform with unlimited users for up to $50 million in capital program	$ 90,249.43	Standard Warranty	US

SIN	MFR	MFR PART NO	PRODUCT DESCRIPTION	UOI	GSA PRICE	Warranty	COO
132-52	e-Builder	eB-Ent-Gov-50M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise Government Edition hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to $50 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 50M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Sandbox, oData API, and BIM	Platform with unlimited users for up to $50 million in capital program	$ 114,361.87	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-300M-Capital_Program	e-Builder Enterprise Government Edition which includes core platform and unlimited users for capital programs up to $300 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 300M Capital Program, Business Intelligence Add-on, Sandbox, oData API, and BIM	Platform with unlimited users for up to $300 million in capital program	$ 217,086.47	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-300M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise Government Edition hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to $300 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 300M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Sandbox, oData API, and BIM	Platform with unlimited users for up to $300 million in capital program	$ 275,086.67	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-500M-Capital_Program	e-Builder Enterprise Government Edition which includes core platform and unlimited users for capital programs up to $500 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 500M Capital Program, Business Intelligence Add-on, Sandbox, oData API, and BIM	Platform with unlimited users for up to $500 million in capital program	$ 289,707.32	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-500M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise Government Edition hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to $500 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 500M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Sandbox, oData API, and BIM	Platform with unlimited users for up to $500 million in capital program	$ 367,110.05	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-1000M-Capital_Program	e-Builder Enterprise Government Edition which includes core platform and unlimited users for capital programs up to $1000 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 1000M Capital Program, Business Intelligence Add-on, Sandbox, oData API, and BIM	Platform with unlimited users for up to $1000 million in capital program	$ 391,598.27	Standard Warranty	US
132-52	e-Builder	eB-Ent-Gov-1000M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise Government Edition hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to $1000 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 1000M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Sandbox, oData API, and BIM	Platform with unlimited users for up to $1000 million in capital program	$ 496,223.76	Standard Warranty	US

Invoice

e-Builder, Inc.
PO BOX 392392
Pittsburgh, PA 15251-9392
United States
Phone: 954-556-6701 | Fax: 954-792-5949
www.e-builder.net

Date	2/12/2018
Invoice #	4366
Terms	Net 30
Due Date	3/14/2018
PO #	
Project	
PO #1	160895
PO #2	
PO #3	

Bill To Address:

City of Boynton Beach, FL
100 E. Boynton Beach Blvd.
Boynton Beach FL 33425
United States

Ship To Address:

City of Boynton Beach, FL
124 E woolbright Rd.
Boynton Beach FL 33435
United States

Item	Description	Quantity	Amount	Tax Rate
e-Builder Enterprise Named User New	Annual Renewal of 50 e-Builder User Licenses for Period 3/1/2018 - 2/28/2019	50	48,120.00	

Total	48,120.00
Amount Due	$48,120.00

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/5/2018

REQUESTED ACTION BY COMMISSION: Accept second quarter report on operations of the Schoolhouse Children's Museum an Learning Center for FY 17/18.

EXPLANATION OF REQUEST:
Per the City's Management Agreement with the Schoolhouse Children's Museum, the Executive Director shall submit a quarterly report to the City Commission of all of its activities, revenues and expenditures at a regularly schedule Commission meeting.

Report covers January 1-March 31, 2018.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? None

FISCAL IMPACT: None

ALTERNATIVES: Do not accept the report.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Attachment	FY17/18 Museum 2nd Quarter Report

Schoolhouse Children's
MUSEUM & LEARNING CENTER

Quarterly Report

FY '17/'18

2nd Quarter

General Operations

Overall income for the second quarter of the fiscal year was down by 6.79%. There was improvement, however, in Admissions, Facilities/Parties and Membership Income. Visitation increased by 5%. Membership unit sales were up slightly, and the associated income was up by 10.5% as a result of categories sold.

Revenue

Excluding the City's support, income from operations, including fundraising increased by 5.6%. Total Gross revenue for FY '17/'18 – Q2 was $106,703.53 vs $107,433.07 in FY '16/'17 – Q2.

Expenses

Overall Expenses for the second quarter of '17/'18 were 5% higher compared to the same period last year. Expenses for FY '17/'18 – Q2 were $114,531 vs. $113,876 in FY '17/'18 – Q2.

Programming

In addition to regular educational programming and group visits, the following special events and programs were conducted.

January

- Focused Filed Trip – January 2nd
- Let It Snow! – January 3rd
- Games Galore! – January 5th
- Bridges Outreach – January 9th
- Focused Field Trip – January 10th
- Fabulous Fun Friday – January 19th
- Field Trip – January 22nd
- INCA Meeting – January 22nd
- Delray Beach Resource Fair – January 23rd
- Bridges Outreach – January 23rd
- Field Trip – January 29th

February

- Fabulous Fun Friday – February 2nd

- Poinciana Elementary School 100th Day of Dads – February 2nd
- Bridges Outreach – February 6th
- Magic Wheels & Special Deals – February 9th
- Focused Field Trip – February 12th
- Fabulous Fun Friday – February 16th
- Focused Field Trip – February 19th
- Focused Field trip – February 26th
- Bridges Outreach – February 27th

March

- Fabulous Fun Friday – March 2nd
- Art in Bloom Opening Reception – March 2nd
- Art in Bloom – March 3rd
- Focused Field Trip – March 5th
- Bridges Outreach – March 6th
- Focused Field Trip – March 12th
- Fabulous Fun Friday – March 16th
- Focused Field Trip – March 19th
- Focused Field Trip – March 26th
- Bridges Outreach – March 27th

Respectfully submitted,
Suzanne Ross
Executive Director

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/5/2018

REQUESTED ACTION BY COMMISSION:
Approve the minutes from City Commission meeting held on May 15, 2018.

EXPLANATION OF REQUEST:
The City Commission met on May 15, 2018 and minutes were prepared from the notes taken at the meeting. 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	05-15-18

MINUTES OF THE REGULAR CITY COMMISSION MEETING HELD ON TUESDAY, May 15, 2018, AT 6:30 P.M. IN COMMISSION CHAMBERS, CITY HALL 100 E. BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA

PRESENT:

Steven B. Grant, Mayor
Christina Romelus, Vice Mayor
Justin Katz, Commissioner
Mack McCray, Commissioner
Joe Casello, Commissioner

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

1. OPENINGS

A. Call to Order - Mayor Steven B. Grant

Mayor Grant called the meeting to order at 6:30 p.m.

Invocation

Commissioner McCray gave the invocation.

Pledge of Allegiance to the Flag

Commissioner McCray led the Pledge of Allegiance to the Flag

Roll Call

City Clerk Pyle called the roll. A quorum was present.

Agenda Approval:

1. Additions, Deletions, Corrections

Mayor Grant requested to move item 6-C under Public Hearing, Item 8-D.

Motion

Vice Mayor Romelus moved to approve the agenda as amended. Commissioner McCray seconded the motion.

Vote

The motion unanimously passed.

2. OTHER

A. Informational items by Members of the City Commission

Commissioner McCray stated he wanted to correct information he heard on the news, which stated the City Boynton Beach was getting a Town Square at the expense of the Theater Group. This was totally incorrect. The City tried to find a space for the theater group, but was unsuccessful. Thanked staff for having the brochure "Let's Talk Trash" in Creole and Spanish. Informed the public the City of Boynton Beach will be hosting the Transportation Planning Agency (TPA) at the Intracoastal on May 17, 2018 at 9:00 a.m. On May 31, the Palm Beach County Criminal Justice Commission, Community Engagement Task Force, will be meeting at the St. John Missionary Baptist Church, hosted by the Reverend Dr. Jovan T. Davis, Senior Pastor.

Vice Mayor Romelus attended a local church celebrating teachers. They were celebrating more than 60 teachers. She noted, being a teacher, it was always great to have individuals say thank you.

Commissioner Casello had no disclosures. Informed the Commission he received calls regarding a vote for the extension of Miner Road. He contacted the County and the City and neither has any knowledge of a planned extension of Miner Road. Miner Road will not be extended in the near future.

Mayor Grant stated on May 2nd he travelled with delegates from the Palm Beach County School District to Les Cayes, Haiti. Informed the Commission there was a lot of work that could be done. Met with the Mayors of Jacmel, Petionville, and Carrefour. May 7th met with the ambassador of Taiwan. Attended Bethesda Memorial "Shadow a Nurse" and on May 9th attended the Nurses' breakfast at Bethesda Memorial Hospital. Attended the Boynton Beach Garden Club, spoke with the CRA to create a community vegetable garden on the tax deed property the CRA recently purchased. Met with Trina Pulliam of Trainnovations regarding the Strategic Initiatives of branding a better Boynton Beach. May 11th joined Steve Abrams and Nick Uhren as delegates of Palm Beach County to be the first to ride on Brightline. On May 13th celebrated Mother Day with his family.

3. ANNOUNCEMENTS, COMMUNITY & SPECIAL EVENTS & PRESENTATIONS

A. Presentation of the annual "Bob Borovy Student Citizen of the Year" award by members of the Education & Youth Advisory Board

Dr. Tiffany North, Chairman of the Education and Youth Advisory Board, provided information regarding the Bob Borovy award. This award was created to recognize a graduating high school senior who best epitomizes the spirit of volunteerism and giving to the community as exemplified by the late Bob Borovy, a United States Veteran and former Advisory Board member who was an active citizen of the Boynton Beach community for many years. Explained the recipient will receive a $1,000 cash award

and have his/her name placed on a permanent plaque at City Hall. The winner selected for 2018 was Alana Thomas. Dr. North indicated Ms. Thomas will graduate from Santa Luces Community High School, has a 4.49 GPA and over 1300 hours of community service.

Dr. North stated Ms. Thomas was described by her teachers and school counselors as intelligent, goal oriented, with a humble spirit. She held the rank of corporal and sergeant for the Criminal Justice class of 2018. She was selected by the Palm Beach Sherriff office to be the lieutenant executive officer of the criminal justice academy for 2017/2018 school year. She has been awarded Cadet of the year by the Palm Beach County Sheriff Department. Ms. Thomas believes in serving others. She has chosen to volunteer for the Palm Beach County Youth Court program, where she has served as a lead youth volunteer attorney. She has 1335 community service hours. She is a member of the Education and Youth Advisory board, Empower Leadership Academy for Girls and Criminal Justice honor guard. She is active in her church where she volunteers in the technology and nursey ministry. She also tutors at risk-youth at a local elementary school during the summer. Ms. Thomas will attend Howard University. She has put in a lot of work and should be awarded.

Alana Simone Thomas thanked the Education and Youth Advisory Board for awarding her this honor. She indicated it has always been instilled in her to give back to the community. She takes pride in serving her community. She grew up in Boynton Beach and hopes to inspire future generations.

Commissioner McCray recognized Alana Simone's parents and grandparents.

B. Proclaim the month of June as Men's Health Month.

Mayor Grant read the proclamation.

Wayne Carrels, Parks and Recreation Crew leader, accepted the award. Stated he was thrilled to be a part of the Health and Fitness movement.

C. Proclaim June 1, 2018 as National Gun Violence Awareness Day.

Mayor Grant read the proclamation.

Miriam Lane accepted the proclamation for Moms Demand Action for Gun Sense in America of Central Palm Beach County. Thanked the Mayor and Commission for the proclamation and stated this was an honor to accept on behalf of all those affected by gun violence. Ms. Lane noted large mass shootings make the news, but American families are devastated by gun violence every day. Explained since 2013 there have been more than 300 school shootings. Black men are 13 times more likely to be shot than Hispanic or White men, and Black Americans only make up 14% of the US

population. She continued to say at least 52% of women killed with guns are killed by intimate partners or family members. Ms. Lane stated 21,000 Americans die by gun suicide each year. American children are 11 times more likely to die by gun suicide than their peers from other high income countries. Please join this cause on June 2nd at Meadows Parks at 10 a.m. be sure to wear orange.

D. Announce that the Solid Waste Division will be having Tire Amnesty Week for the City Residents the first week of June from June 4th, 2018 - June 8th, 2018

Andrew Mack, Director of Public Work and Engineering, stated the City residents can place up to eight car and /or passenger truck vehicle tires at the curb for pickup on the scheduled bulk trash day. The tires must be separated from all other bulk trash piles. If there are any questions, please call 561-742-6200.

Commissioner McCray asked how the public was being notified. Mr. Mack replied the City was using the social media, public announcements and posting flyers around the City. Commissioner McCray requested a copy of the flyer.

Mayor Grant noted during last year's hurricane event, residents were looking for information regarding solid waste pickup. Inquired if the City would have some type of information line or an email to update residents.

Mr. Mack replied this was something being worked on as part of the route ware.

E. Announce that Hurricane Season begins June 1st and the Solid Waste Division is urging residents to do their part by conducting tree trimming early in preparation for the Hurricane season.

Andrew Mack, Director of Public Works and Engineering, noted hurricane season begins June 1, 2018. Please begin tree trimming early.

Vice Mayor Romelus stated residents can contact FPL to help clear tree branches from power lines on residential property.

F. Announce the Public Input Budget Workshop, Tuesday, May 29, 2018 @ 6:30 P.M. at Intracoastal Park Clubhouse.

Mayor Grant announced the City will be having a Public Input Budget workshop, Tuesday, May 29, 2018 @ 6:30 p.m. at Intracoastal Park Clubhouse. The purpose of this meeting was to make sure the residents have an input on the City budget.

(*Commissioner Katz arrived 7:00 p.m.*)

Mayor Grant asked if Commissioner Katz had any informational items to disclose.

Commissioner Katz stated he met with JKM Developers. He requested clarification of meeting time for the budget input meeting. He recalls the meeting was set for 5:00 p.m. on the agenda it was 6:30 p.m. Mayor Grant stated he was fine with 6:30 p.m. Commissioner McCray stated he was fine with beginning the budget input meeting at 6:30 p.m.

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)

Susan Oyer, 140 S.E. 27th Way, noted the City of Boynton Beach should lead the way regarding debris removal, such as having an ordinances banning styrofoam and plastic straws. She explained the Town of Jupiter was considering placing a ban on plastic straws and styrofoam. Mayor Grant mentioned a green committee a few meeting ago and she has not heard anything else about this committee.

Vice Mayor Romelus inquired as to the alternatives to plastics. Ms. Oyer replied there was glass, paper, and ceramic to name a few.

Kevin Homer, 2505 North Lake Drive, noticed a ton of debris in the canal one day while taking pictures. He was approached by Dean of Paddle Away Sports in Boynton Beach, who suggested organizing a cleanup. Mr. Homer's first call was to Wally Mayors, Director of Parks and Recreation. Mr. Majors was extremely supportive, offering his time, knowledge and materials for the event. Dean of Paddle Away Sports donated a couple of kayaks for the event. He contacted Seacrest Recovery Center, to offer patients a sense of purpose and volunteer their time for the cleanup. Lowes donated 30 buckets and Harbor Freight provided 40 trash pickers. In addition, Carrabba's, Frankie's pizza, Souvlaki Fast, Sushi Joe's provided gift cards for a cleanup raffle. He was present to let the public know about Adopt a Park program. In less than an hour, 53 volunteers collected more than a 100 pounds of trash. The next week he received a text from Wayne Carrels regarding homeless people cleaning up the park. Diagnostic Centers of America will sponsor the next clean up. Boynton Cares was not just for animals or children, but for the homeless as well. The cleanup takes place the first Sunday of each month at 9 a.m.

Vice Mayor Romelus thanked Mr. Homer and City employee Wayne Carrels. It was rare that the public come offers a "good job" story.

Stephen Muckerman, 225 West Ocean, noted the trash has gotten out of control. In the 60's and 70's there was a push to clean up the trash. The City needs to focus on cleaning up Boynton Beach. With so many good things coming to the City, they need to get ahead of the litter problem.

Barbara Bernadine, 9073 Lawrence Road, acknowledged the young lady being recognized tonight for the Bob Borovy Student Citizen of the Year award. Ms. Thomas' parents are doing an incredible job, and would like to thank them for their hard work. Thanked the Mayor and the Commissioners for acknowledging something positive.

No one else coming forward, Mayor Grant closed Public Audience.

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 Alts
Employee Pension Board: 1 Reg
Senior Advisory Board: 1 Reg and 2 Alts

Mayor Grant advised there was one applicant for the Senior Advisory board

Motion

Commissioner Casello moved to appoint Antonio Villatoro to the Senior Advisory Board (Reg). Commissioner McCray seconded the motion.

Vote

The motion unanimously passed.

B. Mayor Grant to discuss PBC Transportation Planning Agency, Nick Uhren, Executive Director.

Nick Uhren, Executive Director of Palm Beach County Transportation Planning Agency, provided an overview of the TPA. Explained the TPA consists of 21 locally elected officials, 5 of the 7 County Commissioners are on the governing board. There are 15 municipal elected officials from the 13 largest cities. Mayor Grant sits as a representative, Commissioner McCray was the alternate. Their mission statement was to collaboratively plan, prioritize, and fund transportation. Their vision statement was to provide a safe, efficient, connected, multimodal transportation system. Facilities are designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders regardless of their ages or abilities. Mr. Uhren indicated the agency was passionate about safety, as stated before this was part of the vision statement. In February the governing board were asked by the Federal

Government to adopt a target which would be accepted for fatalities and serious injury which would be acceptable, and the resounding response to that Federal mandate, was they would accept none, they call that a vision zero commitment. They are passionate about rebuilding our road ways system to eliminate traffic related fatalities tragedy and serious injury. The Palm Beach TP was partnering with member communities. He explained the role of the TPA in allocating Federal and State transportation dollars, gas taxes and user fees to various projects as well as to maximize the City ability to influence the decisions being made by others. The TPA has maps of all of the project which would be constructed within the next five years, regardless of who complete the projects.

Boynton Beach was the 3rd largest city in Palm Beach County. The TPA wanted to make sure Boynton Beach's voice is heard. Boynton Beach waterfront access was unique and distinctive. The TPA was the City of Boynton Beach planning and funding partner with the FEC quiet zones, rail crossing safety grants, the liaison to FDOT, County and neighboring cities, along US 1, Boynton Beach Blvd, Seacrest Blvd, I-95 interchanges. They are the voice in regional transportation matters, road design, mobility fees, transit services, safe routes to schools. Help Boynton Beach influence the upcoming project on Seacrest, this was a window of opportunity, the dollars, to insure the work would maximize the work, influence the design of the interchange project, they are Boynton Beach voice in transportation matters.

Palm Beach County has a road impact fee, where every developer pays for a portion of the road capacity which their new project will consume. The TPA has asked the County to discuss the transition from a road only fee to a mobility fee, which will allow developers to contribute not only to the portion of road capacity they need, but their portion of the sidewalks, the street light and the transit infrastructure, which the new development being created needs. Mr. Uhren explained the membership dues were needed to support the TPA expenditures that are not federally reimbursable which would maximize the agency effectiveness. This would allow the agency to compete for discretionary grants.

Mayor Grant noted he was very excited for Palm Beach County to have a new agency. He stated unless there is a plan for more people the traffic will get worse.

Commissioner McCray thanked Mr. Uhren for the presentation.

Commissioner Casello inquired how Palm Beach County Administration was about the TPA becoming independent. Mr. Uhren responded they were supportive.

Commissioner Casello asked if the funds for the road impact fees remain in Boynton Beach. Mr. Uhren explained the County decides where projects are funded, the projects are based on zones.

Vice Mayor Romelus inquired if this would be an additional fee to the developers.

Mr. Uhren explained the TPA wants to replace the road impact fee with the multimodal fee.

Vice Mayor Romelus asked if TPA was reaching out to the development community and if positive feedback was being received. Mr. Uhren replied the general feedback was very positive to allow for active living.

Vice Mayor Romelus asked if the developers are in support of making this move from a governmental agency verses an independent one. Mr. Uhren explained the development community would not be affected whether or not the agency was governmental or independent. Vice Mayor Romelus asked about the oversight of the agency, if the agency was not under the umbrella of the County. Mr. Uhren stated the oversight was from the 21 board members.

Mayor Grant explained decisions were made by the board members, then it goes for approval before the five County Commissioners which are on the board. He stated the County have the final approval of the TPA budget.

Vice Mayor Romelus said she needed clarification on the oversight, once the TPA leave the umbrella from the County. TPA was now operating independently. How will the public know how the money is being spent?

Mayor Grant explained TPA was governed by the Sunshine Law, all of the meetings have minutes and all meeting are noticed to the public. Mayor Grant said the TPA have elected government officials sitting on the board.

Mr. Uhren explained they operate much like the City, which employs a manger subject to the parameters. He operates the TPA as an agency with those parameters which have been given. TPA Board of Directors, the 21 members, are subjected to the County administration they are hosted by the County Administrator.

Vice Mayor Romelus asked what the benefit for Boynton Beach was partnering with the TPA. Inquired as to what was the current contribution? Mr. Uhren responded currently the TPA does not have any local dues.

Commissioner McCray indicated the dues to be taken as part of the advocacy, they cannot spend federal dollars on certain items.

Vice Mayor Romelus asked if the City would have more empowerment over what was being spent on roadways. Commissioner Romelus inquired if this was the purpose and the benefits of transitioning. Mr. Uhren explained the primary benefits were for the advocacy funding are on State and Federal discretionary grants.

Commissioner Casello asked if the TPA became independent and a municipality decide not to pay the dues, would the City get the same representation. Mr. Uhren stated it would create a question as to how to proceed.

Commissioner Casello inquired if the City does not pay the dues, will the City be held hostage. Mr. Uhren stated that was not how the TPA worked.

Commissioner Casello noted the City do not know if all municipalities were on board.

Vice Mayor Romelus asked about increasing the dues in the future. Mr. Uhren explained the dues would be fixed for the first five years. He explained the dues would not be used to pay staff salary.

Commissioner McCray asked if this would be discussed at the budget hearings.

Vice Mayor Romelus indicated she would like to see something more tangible. Her concern was transparency. She indicated she would like to see this in writing in the near future.

Commissioner Katz stated there was more information which needed to be explained. He indicated he has zero concerns regarding the dues which would be paid to the organization if it would have resulted in more funds being kept in the City as a result of not having the County delegating projects outside of the City limits being funded with City dollars. Requested staff to provide an analysis of the amount of impact fees which has been generated within the past five years and how much money has come back to the City from the County. He was willing to pay the dues assessment. He was more concerned about the cost benefit of the impact fees being retained within the City.

Mayor Grant asked for a motion to approve the dues and for the City staff to move forward. Vice Mayor Romelus stated she was not ready to move forward with this item.

Commissioner Katz indicated he was not prepared to vote on this item.

Motion

Commissioner McCray motioned to table to discuss in the future. Commissioner Katz seconded the motion.

Vote

The motion unanimously passed.

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.

Mayor Grant moved item 6-C to 8-D.

A. **PROPOSED RESOLUTION NO. R18-069** - Assess the cost of nuisance abatement on properties within the City of Boynton Beach.

B. Accept the Fiscal Year 2017-2018 Budget Status Report of the General Fund and the Utilities Fund for the six (6) month period ended March 31, 2018.

C. Approve the "Cortina PUD Replat Three" record plat, conditioned on the approval being the certification of the plat documents by Gary Dunmyer (City Engineer). (***Moved to 8-D)***

D. Accept the written report to the Commission for purchases over $10,000 for the month of April 2018.

E. Approve the minutes from City Commission meeting held on May 1, 2018.

Mayor Grant requested a motion to approve the Consent Agenda.

Motion

Commissioner Casello moved to approve Consent Agenda as amended. Commissioner Katz seconded the motion.

Vote

The motion unanimously passed.

7. BIDS AND PURCHASES OVER $100,000- None

A. **PROPOSED RESOLUTION NO. R18-070** – Authorize the City Manager to sign a contract with R&D Paving, LLC of West Palm Beach, FL for the "NW 1th Avenue Reconstruction –Model Block project" Bid No. 011-81-8TP in the amount of $461,147.50 plus a 10% contingency of $46,114.75 if needed for staff approval of change orders for unforeseen conditions for a total expenditure of $507,262.25

Motion

Commissioner McCray moved to approve with discussion. Vice Mayor Romelus seconded the motion.

Commissioner McCray asked if the City hired a local contractor.

Mayor Grant stated this was an RFP process. Commissioner McCray noted he understood the RFP process, asked if the City have any local contractors.

Mr. Colin Groff, Assistant City Manager, indicated this was a bid on the work. The engineering was done over the past three years. Under the new program the local preference would have been included. He could not say if this was a local contractor.

Commissioner McCray stated this project needed to get underway. This was a positive for the City of Boynton Beach.

Vice Mayor Romelus asked if the representative for R&D Paving was available for questions. Vice Mayor Romelus asked if staff discussed with them to work with the local contractors.

Mr. Groff explained many of the projects began before the new ordinance was in place. The City always asks the contractor to use the new process.

Ms. LaVerriere stated this was finishing up the model block project, once the City has the improvements in place, such as paving, sidewalk, underground electric, new utility, this will pave the way for 11 new homes.

Mayor Grant asked if this created a connection from Seacrest to N.W. 11th Avenue.

Ms. LaVerriere said this will help with the traffic flow at the school. The City has partnered with the schools to complete this project when the children are out for the summer.

Chris Roche, Engineering Division Manager, introduced himself to the Commission.

Vote

The motion unanimously passed.

B. **PROPOSED RESOLUTION NO. R18- 071**- Authorize the City Manager to sign a contract with Ric-Man International, Inc. for "PROGRESSIVE DESIGN BUILD FOR CENTRAL SEACREST CORRIDOR UTILITY IMPROVEMENTS PHASE II"; as a result of RFQ No.037-2821-17/TP in the amount of $3,233,885,33 for Design services, and a total project value of $10,000,000.

Mayor Grant read Proposed Resolution R18-071 by title only into the record.

Motion

Commissioner McCray motioned to approve with discussion. Seconded by Commissioner Casello.

Commissioner McCray asked how long the City has been working on this project.

Michael Low, Deputy Utilities Directory/Manager Technical Services, stated this was the second phase of the actual construction work, the original design was done 8 years ago.

Ms. LaVerriere stated this was phase 2 of what will be a three phase project. Mr. Low stated once Town Square was complete the last phase will be completed.

Commissioner McCray stated this was long overdue.

Vice Mayor Romelus asked how long before work would begin.

Mr. Low provided an overview of the project. Explained the City will be replacing undersized and old water lines throughout select neighborhoods. Moving water lines from the rear easements to the front of the property. There will be more fire hydrants to meet the updated standards. Storm water improvements, such as adding storm water collections features in areas prone to flooding, restore the right of way, add swales and improve driveways and sidewalks, replace driveway aprons, replace and add sidewalks. This would also include improve landscaping on Seacrest Boulevard, wastewater design and construct a new force main to serve south Federal Highway area and the southern end of the barrier island service area. The total project budget was $10M.

Mr. Low indicated the next steps were to prepare and send individual letters to property owner. There will be community meetings to review the project. Mr. Low showed a slide of the overall project area, which will be constructed in 2 separate phases. It also shows where the exfiltration trenches will be installed to alleviate flooding and promote aquifer recharge.

Vice Mayor Romelus asked when the work will begin. Mr. Low replied the work should begin within the next 3-4 weeks.

Vice Mayor Romelus asked the expected completion date. Mr. Low responded after the guaranteed maximum price was received it should be about 18 months for completion.

Vice Mayor Romelus asked if the City intention was to engage the community. Mr. Low responded City staff has spoken with the neighbors in detail about what was happening and will provide a dedicated telephone line to deliver updated information.

Commissioner Casello, stated the gentlemen from the TPA mentioned the resurfacing was in the que. Asked if this was any type of conflict. Mr. Low explained this was separate; which was the setback at the end of the right-of way.

Commissioner Casello asked for clarification regarding the water mains being replaced

Mr. Low indicated there are no water mains on Seacrest. All of the water mains will be on the side roads. Ms. LaVerriere stated Seacrest was not being torn up. Commissioner Casello stated he did not want to do the job twice.

Commissioner McCray asked if there has been a citizen meeting. Mr. Low explained there has been a citizens meeting. There were earlier meeting, now there will be a formal follow-up meeting.

Commissioner McCray indicated there will be a follow-up meeting, and telephone number will be provided. Mr. Low stated staff has already spoken with the general contractor regarding communication with the residents.

Mayor Grant asked if the sidewalks and swales along Seacrest Boulevard were part of the project. Mr. Low stated Seacrest was a County road.

Mayor Grant inquired if the road from Seacrest to Forest Park Elementary could be wider. Mr. Low stated they have spoken with staff about the width of the sidewalks and how to move forward.

Vote

The motion unanimously passed.

C. **PROPOSED RESOLUTION NO. R18-072** - Authorize the City Manager to sign a contract with Murphy Pipeline Contractors, Inc. of Jacksonville, FL for construction of water distribution system water main upgrades in the area of SE 27th Ct to SE 31st Ave as shown in the attached drawing in the amount of $1,352,112 and a 10% contingency amount of $135,211 for unforeseen issues for a total cost of $1,487,323. Murphy Pipeline was awarded as Primary Vendor as a result of Bid No. 036-2821-16/TP by the City on May 17, 2016.

Mayor Grant read Proposed Resolution R18-072 by title only.

Commissioner McCray stated he has some concerns about this project.

Mr. Groff introduced Mr. Tremaine Johnson, Interim Manager of Field Operations

Mr. Johnson explained the project consisted of upgrading 10,623 of 4' AC pipe to 6 HDPE (High Density Polyethylene), upgrading 1,950 feet of 6" AC pipe to 8" HDPE. Impacts

eleven streets throughout Dewey Heights/Seacrest Estates, Additional eight fire hydrants to bring fire suppression up to code. Mr. Johnson provided some photos which showed the advantages of pipe bursting, minimal disturbance to neighborhood streets, and minimal impact to individual residents, ability to easily make improvement to fire suppression, new hydrants. During the operation of the pipe bursting, the pipe was pre chlorinated, the water was ready to be used. There would be no need to test the water or trenching.

Commissioner McCray asked was this the same thing which had taken a very long time to complete and would this block the flow of traffic. Mr. Johnson explained there should not be any impact to traffic.

Vice Mayor Romelus said the City will be adding additional fire hydrants and protecting the citizens.

Mayor Grant stated the City was replacing trees which are in the swales or the right-a-way area. Mr. Johnson explained the areas for the pit was in an area where there were no trees to be removed.

Motion

Vice Mayor Romelus moved to approve. Commissioner Casello 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. 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. Staff to review PBC Ordinance on Panhandlers.

Attorney Cherof swore in all those who wished to testify.

John Lyon, Represents Olen Properties on Gateway and Quantum Lakes Drives, said the project has set idle since 2011. Olen Properties was seeking a Site Plan Major

Modification to reduce the setback to 15 feet on the roadway and 7 feet along the lake back and project side.

Motion

Vice Mayor Romelus moved to approve. Commissioner Casello seconded the motion.

David Katz, Chair of the Planning and Development Board, indicated the board was asking the developer to add an additional handicap parking to the second building which only had one. There are four buildings; two of the buildings have two, and two of the buildings have one. Staff saw no problem with this happening. During the Planning and Development meeting the representative stated there would be six handicapped parking spaces, but they had four buildings. He stated half of the apartments were ADA compliant. As the chair of the board he would like to see additional handicapped parking.

Mayor Grant asked if the applicant had an issue with adding an additional handicap space for a total of eight.

Mr. Lyon indicated this would require a modification to the Site Plan. The project was at its maximum capacity in terms of its green areas and parking spaces. He indicated they were required to have 186 parking spaces; they have 187 with 6 being handicapped parking. They have met and exceeded the requirement of a residential property, this was not commercial. He stated to make up and add two spaces was not that easy, there was a minimum width, this would cause to reduce the amount to green areas or reduce the overall number of parking spaces.

Mayor Grant stated they have designed handicapped accessible apartments, was it possible for the management to identify some regular parking spaces as handicapped parking.

Mr. Lyons stated anything on the first floor by current standards of FHA and ADA must be compliant. There are a total of 52 apartments. In Florida they owned and manager about 5000 apartments, there has not been a need. Stated there was a shortage in standard parking.

Commissioner McCray asked if they add two additional parking this would reduce green space.

Mr. Lyons stated the space has to come from somewhere. Indicated handicap space is 1 foot, plus the 5 feet access lane. He stated they would lose two standard handicapped spaces.

Commissioner Katz asked if there was consensus on the Commission to increase the minimum requirements for handicap parking spaces. He stated every single time a project comes before the Commission there seems to be a request to add more than the required

amount. If there was consensus in the future to change the specification to change the amount of the handicapped spaces. If we want to have more handicapped parking lets mandate this.

Commissioner Casello asked if the project was in compliance of all regulations.

Mr. Lyons stated they are in the final stage and they are good to go.

Vice Mayor Romelus asked the commitment of hiring local workers in the management of the facility.

Mr. Lyons stated when doing major projects like this, the company usually hires outside contractors, his company has changed their policies. They will hire local contractors, from qualified GC and local contractors. There is no exact listing. They are making every effort to hire local Boynton or Local Palm Beach County.

Mayor Grant asked if the Commission needs to remove the Planning and Zoning condition of approval.

Attorney Cherof stated it should be addressed and rejected.

Motion

Commissioner Casello motioned to reject the condition of approval to add two handicapped spaces. Commissioner Katz seconded the motion.

Vote

The motion unanimously passed.

B. 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, JKM Developers

Mayor Grant read the Master Plan into the record by title only. Asked if the applicant was in agreement in combining both B and C.

Bonnie Miskel, attorney for the applicant, agreed with combining the two items. The presentation has been consolidated.

Mayor Grant instructed to add the consent item for approval of the Cortina PUD Replat 3, record plat on the condition of approval being certified.

Bonnie Miskel, attorney for the applicant, reported the original approval for the 106-acre master plan for Boynton Village & Town Center has been amended numerous times since 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.

Ms. Miskel indicated the applicant was proposing a Major Site Plan approval of the SMU. Ms. Miskel showed a map of the proposed plan including a dog park. Ms. Miskel noted on March 17, 2015 the most recent approval Master Plan Modification and Conditional Use request, amending the plan from 34 townhomes, 348 apartments and 80 single family detached homes, to 643 condominiums, 350 apartments and 115 single family detached homes. The subject parcel is currently platted for 15 single family lots as the Cortina PUD Replat 2. Ms. Miskel stated her client was purposing 55 townhouse units and 378 multifamily units for the SMU parcel area of the Cortina of Boynton Village development.

Ms. Miskel presented a chart of the existing traffic vs. the proposed traffic. She understood there were a number of neighbors which spoke out regarding the traffic. She stated they were reducing the living units.

There were many benefits to the project. There would be $19M in roadway improvements, an additional $500,000 plus in improvement to the expanded City owned Dog Park. High quality development compared to prior condition with a mix of unit types, Electric car charging stations, adding $430,000 annually in additional tax base.

Mayor Grant asked if there was a parking garage. Ms. Miskel stated there was surface parking.

Vice Mayor Romelus stated she moved to approve.

Commissioner McCray indicated he heard some complaints regarding the apartments looking into the homeowner's backyards. Ms. Miskel stated this has been addressed. The buildings were stepped down, and the building was more than 250 feet away, with three tiers of landscaping.

Commissioner McCray asked if he was on the 4th floor he would not be able to look over into the neighbors to the east backyard. The building which have 4 floors are 400 feet away and they are separated by the townhome building.

Commissioner Katz said he has been in conversation with the developer, since the density was downgraded. When the dog park was built it became very clear the dog park

was being over utilized. The developer decided to increase the size of the dog park. The combined population of Renaissance Commons and now the Cortina project was significant, stated there was no public park in this area other than the existing dog park. The City should maximize the use of this park, there are some park impact fees available. Commissioner Katz stated he spoke with Wally Majors, Parks and Recreation Director, indicated a fraction of those fees could be used for this project. In addition, this was generating almost $500,000 in potential additional annual revenue. The maintenance for the existing park was funded in perpetuity by the master association of all the new developers. As a condition of approval try to move forward on maximizing the offering of the park. The opportunity to increase parking, would have more people, additionally by spacing the new track south of the green space, the center space could be used in the future or playground equipment, pavilions, barbeque pits. He was requesting the board to give the park the honor it deserve. The park could become a true focal point.

John Markey, 2300 Glades Road, Boca Raton, remarked it has been a very fast project to add $500,000 worth of improvement to the dog park. They are seeing so much use of the dog park; they have decided to improve the park. The package included a larger dog enclosure, benches, open spaces, utilizing the entire dog park. They are happy to be a part of this effort; they are providing $500,000 for the new dog park.

Commissioner McCray asked who will pay for the pavilion. Mr. Markey stated he will pay for the pavilions.

Commissioner Casello stated Mr. Markey took the idea of a dog park and ran with it. This would be great. He stated he would go along with the park impact fee to maintain the park. This would be a great amenity in Boynton Beach. Many people would enjoy this dog park.

Mayor Grant opened up to Public Audience.

Guy Borg, 501 NW 11 Street, lives in Sky Lake, currently the president of the homeowner's association. As homeowners they see more apartments and more transients. He stated he appreciate the design of the buildings. They are putting 800 more cars on the roads. Mr. Borg stated he would rather see single family homes.

Jane Gibas, 1001 NW 10 Court, preferred the single family homes, and improve the dog park and make it into a larger park. She stated the traffic was bad already and the crime, there are drug rehabs over there, people selling drugs and overdoses. If there are more apartments we will have the same type of issues in this area. She hopes the Commission would reconsider.

Mari Hoover, 1005 NW 10 Street, asked has the City considered the impact this would have on the City services, such as Fire Rescue and Police departments. They have too much traffic on the road way.

Wayne Gibas, 1001 NW 10 Court, stated there was a very big difference between apartments and single family homes. He stated he was a mail carrier for 32 years, and the only time he had been assaulted was in apartments. He indicated since Motorola moved the City has built so many buildings. He stated he would prefer single family homes. He stated Old Boynton Road was a very dangerous road. No one was going 35 miles an hour.

Kim Black 973 NW 11 Street, stated she was a licensed Real Estate broker, and a property manager in Boynton Beach. Please think about doing this before you make a decision.

Lynn Myers 1002 NW 10 Court, indicated she was strongly opposed to apartments being built. She believes there are many apartments being built. She stated the City needs single family homes, especially along the canal. Ms. Myers stated the impact that the apartments will have on the Fire and Police. Ms. Myers stated they could have a two-bedroom apartment and could house 4 or more people. Old Boynton road speed limit is 35 miles per hour, but the traffic was flowing at 40-50 miles per hours. This road will look like I-95. The Developer was saying the 4 story apartment would be in the middle, she does not believe that was the case. This purposed development was wrong, please go back to the single family homes originally proposed.

Erica, lives in Renaissance Commons and at first there was going to be single family homes, now there will be apartment buildings. She stated Boynton Beach has enough apartment buildings, The City of Boynton Beach needs single family homes. As far as crime goes in Renaissance Commons, she must disagree, she does not see the area as a high crime area. There was more traffic to the area, and more money to the businesses. The single family homes are a better choice.

Mayor Grant said when ALTA came in and requested a Major Site Plan Modification they did not need to change the master plan, because it was being reduced from 630 condos to 300. He was hopping the City would get the single family homes as well. After a closer look it was impossible to put a single home on 4000 square feet. He stated maybe in 2006 this may have been possible, but not now in today's market. In Town Square the home will cost approximately $200,000 for a home on .6 of an acre, this cannot be done in this area. The Developer stated with the 55 townhomes along the canal was actually less density, then what was currently planned with the single family lots lining that road. As for the apartment and the traffic. He continued to say the perception that traffic engineers use, the chart was provided and shows that apartment use was less traffic. Mayor Grant stated he understands it was very difficult to get out of Sky Lake. This was something the City needs to address. There are three entrances and there are no lights. He was not sure if this was a county road or a City road. There should be a light for one of those entrances. The City may need to get with the County regarding the traffic light timing.

Mayor Grant explained the developer only needs to provide competent substantial evidence this was ok, because it was less than the total density of the Master Plan. He

explained if the developer was asking for additional density, it would be a different type of legal standard. Because it was less than the original Master Plan which was approved in 2005, this was a permitted use. He was not sure if the light was of any help, there was traffic coming from Boynton Beach Blvd. The City and the residents need to work together. It was within the developer's right to ask for less density. There is no single family competition. The developer was planning on being a good neighbor and is paying for the park. The question was does the residents want to add more to the park. Mayor Grant addressed the neighbors' concerns regarding overlooking the single family homes backyards. Mayor Grant stated the building was 400 feet away and there was a 25 foot building between the neighbor's backyard and the building. If additional landscaping was needed, he was sure the developers would be willing to provide the additional landscaping. The City will receive additional tax base and some retail stores.

Commissioner Casello indicated speeding has always been a problem on Old Boynton road. Maybe putting an additional traffic light. He believed this was a County road.

Mr. Mack stated the County has criteria on when and how to place a traffic light. A study would need to be done. Commissioner Casello asked staff to have a conversation with the County regarding the traffic light on Old Boynton Road.

Commissioner Casello explained when projects are presented the issues regarding public safety were always addressed. Commissioner Casello stated everything has been addressed regarding fire and police.

Vice Mayor Romelus stated she wanted to increase the police presence on Old Boynton Road. She would like to have the developer's representatives answer some questions.

Vice Mayor Romelus asked if these units have been designed so that they could be converted to condos or home ownership.

Ms. Miskel indicated these units could easily convert to condos.

Vice Mayor Romelus stated in the interim it would be the developer's responsibility to maintain the property and its appearance.

Ms. Miskel stated a number of municipalities found it was easier to enforce the code rules and regulations when dealing with a large company than dealing with individual owners.

Vice Mayor Romelus asked what the commitment to work with local workers. Ms. Miskel responded they are happy and enthusiastic to work with the City with finding competent workers and contractors.

Commissioner McCray stated in regard to police sitting out at Old Boynton Road, he was not in favor. The police should be utilized where they are needed.

Commissioner Casello said if the City identifies an area where people are speeding and endangering pedestrians and other motorist this needs to be addressed. If this means placing more police officers in the areas during certain times, then he believes this should be done. Vice Mayor Romelus said she agrees with Commissioner Casello.

Commissioner McCray wanted to explain the reasoning behind his comment. The residents want a free road where nothing was happening. He stated times have changed, there was a lot of development in the area.

Commissioner Katz indicated he sympathizes and he agrees it may be better to have single family homes. He shared that he lives in a townhome. They have sober homes in the area which the City cannot prohibit. He knows that apartments would not allow sober homes. The market does support the ability to price the single family home in this area. With regards with trying to dictate ownership versus rental property, the City does not have the ability to force the developer to build single family homes. Attorney Cherof stated the City of Boynton Beach Code does not regulate the type of ownership.

Commissioner Katz said he would like to see more homeowner opportunities. This was what the market could bear right now. This was what was legally permissible under the current rule. The fact there was a canal between the adjacent communities providing a strong buffer, making it almost impossible for people to walk into the area. The perception was that it changes the community, it will lead to more cars, and right now it was an empty lot. The affect was more when people leave the community. He was not sure if owning a single family unit was less quality because across the canal there was a managed rental community. He would have loved to be able to live in a single family home. It was a sound project. There are a number of those businesses have been doing well, also number of the smaller commercial space was not able to sustain themselves.

Vice Mayor Romelus wanted to make sure the City does not forget about the impact fees for the parks. In terms of the numbers and what that would look like, to bring up as an agenda item in the future.

Mayor Grant asked if there was a gate to the community. Inquired if there would be some type of security? Ms. Miskel stated this will be a gated community.

Attorney Cherof indicated the Commission has three different agenda items, 8-A, 8-B, 8-C and 8-D which was moved from 6-C.

Commissioner Katz noted pending the cost to the City, they move forward with the enhancements to the park, where would that language need to be attached. The site plan as offered now, does not have the upgrades because they are subject to the City's willingness to fund those upgrades.

Attorney Cherof indicated the Commission has the public representation which would occur with a follow-up item when the time comes.

Mayor Grant stated they are moving to approve the Boynton Village and Town Village Master Plan Modification 18-002.

Motion

Commissioner Casello moved to approve. Commissioner Katz seconded the motion.

Vote

The motion unanimously passed.

C. 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, JKM Developers

Mayor Grant requested a motion to approve.

Motion

Commissioner Casello moved to approve. Vice Mayor Romelus seconded the motion.

Vote

The motion unanimously passed.

D. Approve the "Cortina PUD Replat Three" record plat, conditioned on the approval being the certification of the plat documents by Gary Dunmyer (City Engineer). ***(Moved from 6-C)***

Mayor Grant requested a motion to approve.

Motion

Commissioner Casello moved to approve. Commissioner Katz seconded the motion.

Vote

The motion unanimously passed.

9. CITY MANAGER'S REPORT-None

10. UNFINISHED BUSINESS - None

11. NEW BUSINESS-None

12. LEGAL

A. 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.

Mayor Grant read Proposed Ordinance No. 18-006 by title only on second reading.

Motion

Commissioner McCray moved to remove Item A and B from the table. Vice Mayor Romelus seconded the motion

Vote

The motion unanimously passed.

Attorney Cherof read Proposed Ordinance #18-006 into the record by title only.

Attorney Cherof stated this was tabled because it was a notice requirement to be sent to the State of Florida. That information has been attached to the backup and an actuarial report. This was implementing the collective bargaining agreement previously approved.

Motion

Commissioner Katz moved to approve. Vice Mayor Romelus seconded the motion.

City Clerk, Judith Pyle called the roll

Vote

5-0

B. PROPOSED ORDINANCE NO. 18-007 - SECOND READING - PUBLIC HEARING - 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

Attorney Cherof read the Proposed Ordinance 18-007 into the record.

Motion

Commissioner Katz moved to retable. Vice Mayor Romelus seconded the motion. ***(Tabled to 6-5-18)***

Vote

The motion unanimously passed.

C. **PROPOSED ORDINANCE NO. R18-008 - SECOND 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

Attorney Cherof read Proposed Ordinance #18-008 by title only on second reading.

Attorney Cherof indicated he needed the Commission to adopt an amendment to change the effective date to July 18, 2018 to allow some fee issues to catch up with the ordinance.

Motion

Vice Mayor Romelus motioned to adopt and change the effective date to July 18, 2018. Commissioner Casello seconded the motion.

City Clerk Pyle called the roll

Vote

5-0

Mayor Grant stated the next meeting was a public input meeting on May 29, 2018 at 6:30 pm. indicated if the Commission had any items they wanted on the agenda, please contact staff.

Commissioner Casello stated some items on the future agenda have been there for quite a while. He would like to get some of the future items onto the agenda. Mayor Grant indicated most of those stated June 2018.

Commissioner Katz needed to clarify this was a public input meeting, the entire agenda was for public input. The Commission was not going to have a budget meeting until the summer.

Mayor Grant stated if he wanted to speak about the trolley system he needed to have it publicly noticed. Commissioner Katz stated this was a public input meeting, he was concerned this could turn into a Commission budget workshop meeting. He was happy to entertain a motion to place this item as future agenda item. Mayor Grant indicated this was to be placed on the future agenda item for a Trolley system in Boynton Beach.

Vice Mayor Romelus would like to have the Commission begin to discuss a downtown police unit in order to increase the police presence, as they go forward with creating the downtown areas, and allocating funds. Commissioner Katz asked Vice Mayor Romelus if she was asking about a physical structure or a task force. Vice Mayor Romelus stated this would be a task force.

Commission Casello inquired about the police substation in Renaissance Commons. Ms. LaVerriere indicated it was some office space for the crime prevention staff. This space was not manned. Commissioner Casello asked how much was the rental for this space. Ms. LaVerriere indicated there was no cost for the facility. The City has been asked to move out of the facility.

Vice Mayor Romelus inquired about 500 Ocean? Ms. LaVerriere stated she spoke with Acting Chief Harris and a space was offered by 500 Ocean.

13. FUTURE AGENDA ITEMS

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

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

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

D. 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**

E. Announce Budget Workshop dates and times

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.

F. Staff to report on the possibility of the City beginning a Bike Share Program - **June 5, 2018**

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

H. Consider approving ILA with the CRA for funding associated with the NW 11th Avenue reconstruction bid associated with the Model Block Project - **June 5, 2018.**

14. ADJOURNMENT

Motion

There being no further business to discuss, Commissioner Katz moved to adjourn. Mayor Grant seconded the motion.

Vote

The motion unanimously passed. The meeting was adjourned at 9:22 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: 6/5/2018

REQUESTED ACTION BY COMMISSION:
PROPOSED RESOLUTION NO. R18-078 - Authorize the City Manager to sign a contract with Killebrew, Inc. of Lakeland, FL for construction of water distribution system watermain upgrades on Ficus and Hibiscus Tree Drive, as shown in the attached drawing in the amount of $368,082.32 and a 10% contingency amount of $36,808 for unforeseen issues for a total cost of $404,890.32. Killebrew was awarded as Secondary Vendor as a result of Bid No. 036-2821-16/TP by the City on May 17, 2016.

EXPLANATION OF REQUEST:
A Request for Bids was issued for experienced Contracting Firms to submit line item pricing to perform pre-chlorinated pipe bursting of potable water mains (PCPB) on an As Needed Basis. Pipe Bursting is a trenchless method of replacing outdated or inadequate buried water main pipes. The new pre-chlorinated pipe is equipped with a bursting head and is pulled through the old pipe.

The Scope of Work outlined in the request for Bid includes (but not limited to) the following:

- Task 1 – Pipe Bursting at various locations
- Task 2 – Connection to existing water service pipe
- Task 3 – Maintenance of Traffic
- Task 4 – Site and Pavement Restoration

The selected Contractors furnish all labor, materials, equipment, incidentals and appurtenances to complete the “As Needed” Work as outlined in the purchase orders.

Both submitting firms were evaluated and determined qualified based on their written submissions. The two prequalified firms are listed here as follows:

Murphy Pipeline Contractors, 1876 Everlee Road Jacksonville Florida 32216 and

Kellebrew, Inc. PO Box 6258 Lakeland Florida

With City Commission approval, City Staff will issue a purchase orders (PO) for this scope of work.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
This approval will allow City staff to issue a purchase order, based on the unit costs provided by this qualified contractor, to perform this potable pipeline replacement project. Water main replacement will provide increased capacity and reliability for the distribution of potable water and increase availability of fire flow water to this neighborhood.

FISCAL IMPACT: The Utility FY 2017 - 2018 Capital Renewal and Replacement Budget has funds for this work (403.5000.535.65.04)

ALTERNATIVES:
Not approve the recommended proposal.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Resolution	Resolution approving Contract with Killebrew Inc.
🗋	Contract	Killebrew Contract
🗋	Quotes	Killebrew Budge proposal for Ficus & Hibiscus Tree Dr.
🗋	Letter	Killebrew Scope letter
🗋	Attachment	Agenda Item 5-17-16
🗋	Drawings	Watermain upgrade plan
🗋	Bid	Line item Bid Pricing

RESOLUTION NO. R18-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH KILLEBREW, INC., FOR CONSTRUCTION OF WATER DISTRIBUTION SYSTEM WATERMAIN UPGRADES ON FICUS AND HIBISCUS TREE DRIVE AS A RESULT OF BID NO. 036-2821-16/TP IN THE AMOUNT OF $368,082.32 AND A 10% CONTINGENCY AMOUNT OF $36,808 FOR ANY UNFORESEEN ISSUES FOR A TOTAL COST OF $404,890.32; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a Request for Bids was issued for experienced contracting firms to submit line item pricing to perform pre-chlorinated pipe bursting of potable water mains on an as needed basis; and

WHEREAS, the selected Contractors furnish all labor, materials, equipment, incidentals and appurtenances to complete the "as needed" work as outlined in the purchase orders; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens of the City of Boynton Beach to authorize the City Manager to sign a contract with Killebrew, Inc., of Lakeland Florida for construction of water distribution water main upgrades on Ficus and Hibiscus Tree Drive awarded as a result of Bid no. 036-2821-16/TP in the amount of $368,082.32 and a 10% contingency amount of $36,808 for any unforeseen issues for a total cost of $404,890.32.

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 the City Manager to sign a contract with Killebrew, Inc., of Lakeland Florida for construction of water distribution water main upgrades on Ficus and Hibiscus Tree Drive awarded as a result of Bid no. 036-2821-16/TP in the amount of $368,082.32 and a 10% contingency amount of $36,808 for any unforeseen issues for a total cost of $404,890.32, 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	_____	_____

ATTEST: VOTE _____

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

CONSTRUCTION CONTRACT
DRAFT

RE-BID FOR THE PRE-CHLORINATED PIPE BURSTING OF POTABLE WATER MAINS FICUS AND HIBISCUS TREE DRIVE WATER MAIN PIPE BURSTING

THIS AGREEMENT is entered into between the CITY OF BOYNTON BEACH, a municipal corporation, hereinafter referred to as "CITY", and **Killebrew, Inc.,** a corporation authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR".

WHEREAS, the CITY has awarded to the CONTRACTOR the work of performing certain construction services.

WHEREAS, at its meeting of _____, 2018, by Resolution No.:_____, the CITY Commission authorized the proper CITY officials to execute this Contract hereinafter referred to as Contract No.: _____, and;

NOW, THEREFORE, CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. SCOPE OF WORK.

CONTRACTOR shall furnish all plant, labor, materials, and equipment and perform all the necessary WORK in the manner and form provided in the Contract Documents entitled: Re-Bid Pre-Chlorinated Pipe Bursting of Potable Water Mains", Invitation to Bid #036-2821-16/TP.

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

2.1 The WORK will be substantially completed within **150** calendar days from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.9 of the General Conditions within **30** calendar days from the date of Substantial Completion.

2.2 Liquidated Damages. The CITY and CONTRACTOR recognize and acknowledge that time is of the essence of this Contract and that the CITY will suffer financial loss if the WORK is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Each of the parties acknowledges that it has attempted to quantify the damages which would be suffered by the CITY in the event of the failure of CONTRACTOR to perform in a timely manner, but neither one has been capable of ascertaining such damages with a certainty. CITY and CONTRACTOR also recognize and acknowledge the delays, expense and difficulties involved in proving in a legal preceding the actual loss suffered by the CITY if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the CITY, **EIGHT HUNDRED** Dollars **($800.00)** for each day that expires after the time specified in paragraphs 3.1 for substantial completion until the WORK is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining WORK within the Contract Time or any proper extension thereof granted by the CITY, CONTRACTOR shall pay CITY **TWO HUNDRED** Dollars **($200.00)** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 3. CONTRACT PRICE.

CITY shall pay CONTRACTOR, for faithful performance of the Contract, in lawful money of the United States of America, and subject to the additions and deductions as provided in the Contract Documents, a total sum as follows:

Based on the Contract prices shown in the Bid Form submitted to the CITY as subsequently revised and as stated herein, a copy of such Bid Form being a part of the Contract Documents, the aggregate amount of this Contract **(obtained from either the lump sum price, the application of unit prices to the quantities shown in the Bid Form or the combination of both)** not to exceed:

_____ _____

(Written) (Numerical)

Article 4. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. CITY will process Applications for Payment as provided in the General Conditions.

4.1 Progress Payments. CONTRACT may submit an Application for Payment as recommended by CONSULTANT, for WORK completed during the Project at intervals of not more than once a month. All progress payments will be on the basis of the progress of WORK measured by the schedule of values established in Paragraph 2.9.1 of the General Conditions and in the case of Unit Price Work based on the number of units completed or, in the event there is no schedule of values, as provided in the General Requirements.

4.2 Prior to Substantial Completion progress payments will be made in an amount equal to 90% of WORK completed, but, in each case, less the aggregate of payments previously made and less such amounts as CONSULTANT shall determine, or CITY may withhold, in accordance with paragraph 14.5 of the General Conditions.

4.3 CONTRACTOR shall submit with each Application for Payment, and updated progress schedule acceptable to the CITY and a Warranty of Title/release of liens relative to the Work that is the subject of the Application. Each Application for Payment shall be submitted to the CITY for approval. The CITY shall make payment to the CONTRACTOR within thirty (30) days after approval by the CITY of CONTRACTOR'S Application for Payment and submission of an acceptable updated progress schedule.

4.4 Ten percent (10) of all monies earned by the CONTRACTOR shall be retained by CITY until fifty (50) percent completion of the construction services purchased (defined as that point at which fifty (50) percent of the construction of the work as defined in the Contract Schedule of Values has been performed under the contract by the CONTRACTOR) has been reached.

4.5 After fifty (50) percent completion of the construction work purchased under the Contract has been reached, five (5) percent of all monies earned by the CONTRACTOR shall be retained by the CITY until Final Completion and acceptance by CITY.

4.6 The CITY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

a. Defective Work not remedied.
b. Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
c. Failure of CONTRACTOR to make payments properly to SUBCONTRACTORS

or for material or labor.

d. Damage to another CONTRACTOR not remedied.
e. Liquidated damages and costs incurred by the CITY for extended construction administration.

When the above grounds are removed or resolved or CONTRACTOR provides a surety bond or consent of Surety, satisfactory to the CITY, which will protect the CITY in the amount withheld, payment may be made in whole or in part.

4.7 Final Payment. Upon final completion and acceptance of the WORK in accordance with paragraph 14.10 of the General Conditions, CITY shall pay the remainder of the Contract Price as recommended by CONSULTANT as provided in paragraph 14.10.

Article 5. CONTRACTOR GUARANTEE.

CONTRACTOR warrants all work, materials and equipment shall be free from damages and/or defects owing to faulty materials or workmanship for a period of one (1) year after completion of the WORK covered by this Contract. The CONTRACTOR, free of all costs to the CITY, shall replace any part of the equipment, materials, or work included in this Contract, which proves to be defective by reason of faulty materials, damages, and/or workmanship within twelve (12) month period.

Article 6. CONTRACT DOCUMENTS.

The Documents hereinafter listed shall form the Contract and they are as fully a part of the Contract as if attached hereto:

6.1 Notice to Contractors

6.2 Instructions to Bidders

6.3 Bid Forms (including the Bid, Bid Schedule(s), Information Required of Bidder, Approved Bid Bond, and all required certificates, affidavits and other documentation)

6.4 Warranty of Title / Insurance Advisory Form

6.5 Contractor's Performance and Payment Bond

6.6 General Conditions for Construction

6.7 Supplemental Conditions for Pipe Bursting

6.8 City Special Conditions 'I'

6.9 City Technical Specifications 'II'

6.10 City Construction Standards and Details 'III'

6.11 Pipe Bursting Standards – Section 4 & Section 5 'IV'

ARTICLE 7. NOTICE: All notices required in this Contract shall be sent by certified mail, return receipt requested and if sent to the CITY shall be mailed to:

City of Boynton Beach
Attn: Joseph Paterniti, Project Manager

124 E. Woolbright Road
Boynton Beach, FL 33435
Tel (561) 742 - 6423

Copy to: Procurement Services
Attn: Director of Finance
City of Boynton Beach
100 E. Boynton Beach Boulevard
Boynton Beach FL 33435
Tel (561) 742-6322
Fax (561) 742-6316

And if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR: Killebrew, Inc.
ADDRESS: 2830 Winter Lake Rd
CITY/STATE/ZIP: Lakeland, FL. 33803
PO Box 6258
Lakeland, FL 33807
Attn: William C. Thomas IV
Tel: (863) 701-0273
Fax: (863) 701-0621

Article 8. INDEMNITY.

In consideration of Twenty-Five Dollars ($25.00) in hand paid and other valuable consideration, receipt of which is hereby acknowledged, CONTRACTOR agrees to defend, indemnify and hold harmless the CITY, its agents and employees, in accordance with paragraph 6.17 of the General Conditions which is incorporated herein and made a part hereof as if fully set forth herein. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statutes 725.06. It is further the specific intent and agreement of said parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the Specific Consideration.

Article 9. REIMBURSEMENT OF CONSULTANT EXPENSES.

Should the completion of this Contract be delayed beyond the specified or adjusted time limit, CONTRACTOR shall reimburse the CITY for all expenses of consulting and inspection incurred by the CITY during the period between said specified or adjusted time and the actual date of final completion. All such expenses for consulting and inspection incurred by the CITY will be charged to CONTRACTOR and be deducted from payments due CONTRACTOR as provided by this Contract. Said expenses shall be further defined as CONSULTANT charges associated with the construction contract administration, including resident project representative costs.

Article 10. FLORIDA'S PUBLIC RECORDS LAW.

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

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

10.2 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, Florida Statue or as otherwise provided by law;

10.3 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 contact 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,

10.4 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.

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

(CITY CLERK) 100 E. BOYNTON BEACH BOULEVARD
BOYNTON BEACH, FLORIDA, 33435.
561-742-6061.
PYLEJ@BBFL.US

Article 11. MISCELLANEOUS.

11.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.2 CITY and CONTRACTOR each binds itself, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

DATED this _____ day of _____, 2018.

CITY OF BOYNTON BEACH

_____
City Manager

_____
Contractor

Attest/Authenticated:

_____
Title

_____
City Clerk

(Corporate Seal)

Approved as to Form:

_____
Office of the City Attorney

Attest/Authenticated:

_____
Secretary

ATTACHMENT "A"

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____
(Insert name of Contractor)

_____ as Principal,
(Address or legal title of Contractor)

hereinafter called Contractor, and
_____
(Name and address of Surety)

_____

as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF BOYNTON BEACH, P.O. BOX 310, BOYNTON BEACH, FLORIDA 33425-0310 as Obligee, hereinafter called Owner, in the amount of _____ Dollars ($_____), for payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 20____, entered into a contract with Owner for _____ in accordance with drawings and specifications prepared by _____ which contract is by reference made a part of hereof, and is hereinafter referred to as the Contract.

THIS FORM SHALL BE EXECUTED BY CONTRACTOR AND SUBMITTED AT AWARD

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the most responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the most responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

This bond is issued in compliance with Section 255.05, Florida Statutes as may be amended. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for its labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for its labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and the nonpayment. No action for the labor, materials, or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

Signed and sealed this _____ day of _____, 2018.

_____
Principal (Seal)

_____
Witness

_____
Title

_____
Surety

_____
Witness

_____
Attorney-in-Fact

END OF PERFORMANCE BOND

PAYMENT BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that _____
(Insert name of Contractor)

_____ as Principal,
(Address or legal title of contractor)

hereinafter called Principal, and _____
(Name and address of Surety)

_____

as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF BOYNTON BEACH, P.O. BOX 310, BOYNTON BEACH, FLORIDA 33425-0310 as Obligee, hereinafter called Owner, for the use and benefit of claimants as here below defined, in the amount of

_____

Dollars ($_____), for payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 2018, entered into a contract with Owner for _____
_____ in accordance with drawings and specifications prepared by _____ which contract is by reference made a part of hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material or both, used or reasonably required for use in the

performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

   a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which such claimant is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for when the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

   b. After the expiration of one (1) year following the date on which Principal ceased work on such Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

   c. Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the State in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of a payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against such improvements, whether or not claim for the amount of such lien be presented under and against this bond.

5. This bond is issued in compliance with Section 255.05, Florida Statutes, as may be amended. A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for its labor, materials, or supplies shall, within 45 days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for its labor, materials, or supplies shall, within 90 days after performance of the labor or after complete delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and the nonpayment. No action for the labor,

materials, or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of delivery of the materials or supplies.

Signed and sealed this _____ day of _____, 2018.

_____
Principal (Seal)

_____
Witness

_____
Surety

_____
Witness

_____
Attorney-in-Fact

END OF PAYMENT BOND

CITY OF BOYNTON BEACH
WARRANTY OF TITLE

STATE OF FLORIDA

COUNTY OF_____, being first duly sworn, deposes and says as follows:

He is
_____ of _____,
(Title) (Name of Corporation or Firm)

a Florida Corporation	(_____)	Check One
a Florida General Partnership	(_____)	
a Florida Limited Partnership	(_____)	
a Sole Proprietor	(_____)	

which is named in Construction Contract dated the _____ day of _____, 20____, between such corporation as the CONTRACTOR and the City of Boynton Beach, Florida as the OWNER, for the construction of _____ and Affiant is authorized to make this Affidavit as, or on behalf of, the Contractor as named above.

Title to all work, materials and equipment covered by the attached Final Application for Payment dated _____, passes to the Owner at the time of payment free and clear of all liens, and all laborers, material men and subcontractors have been paid for performing or furnishing the work, labor or materials upon such Contract work covered by the aforesaid Final Application for Payment.

This statement under oath is given in compliance with Section 713.06 Florida Statutes.

_____
Affiant

Sworn to and subscribed before me this
_____ day of _____, 2018.

_____
Notary Public, State of Florida at Large

My Commission expires:
(SEAL)

END OF WARRANTY OF TITLE

THIS FORM SHALL BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH FINAL APPLICATION FOR PAYMENT

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	$ 300,000.00
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

KILLEBREW, INC.
Site Development, Utility Construction & Engineering

Killebrew, Inc.
P.O. Box 6258
Lakeland, FL 33807
tel: (863) 701-0273
fax: (863) 701-0621

BUDGET

To: City of Boynton Beach
Attn: Brandon Mingo
Ref: Ficus and Hibiscus Tree Dr Water Main Pipe Bursting

May 7, 2018

	DESCRIPTION	QTY		UNIT $	TOTAL
	General Conditions				
G-1	Mobilization / Demobilization	1	LS	$20,000.00	$20,000.00
G-1	MOT City R/W	1	LS	$5,000.00	$5,000.00
G-1	Pre and Post Construction Video	1	LS	$5,000.00	$5,000.00
Bond	Payment and Performance Bond	1	LS	$5,812.32	$5,812.32
I-1	Construction Survey and Record Drawings	1	LS	$1,000.00	$1,000.00
I-1	Indemnification	1	LS	$25.00	$25.00
	Surface Restoration				
R-1A	Sod	6300	SF	$0.85	$5,355.00
R-1B	6" Concrete	450	SF	$8.50	$3,825.00
R-1C	3" Asphalt	720	SF	$9.00	$6,480.00
	Pipe Bursting				
2.1	6" HDPE	2055	LF	$75.00	$154,125.00
	Valves and Fittings				
3.2	6" Gate valve	4	EA	$1,650.00	$6,600.00
3.6	FH on 6"	2	EA	$4,600.00	$9,200.00
3.8	6" Tee	4	EA	$550.00	$2,200.00
	Customer Connections				
4.1.1	1" short side water service	18	EA	$1,350.00	$24,300.00
4.2.1	2" short side water service	10	EA	$1,800.00	$18,000.00
4.3.1	1" long side water service	20	EA	$2,100.00	$42,000.00
4.4.1	2" long side water service	11	EA	$2,760.00	$30,360.00
	LineStops				
5.1	6" Water main	4	EA	$7,200.00	$28,800.00
					$368,082.32

James Dickerson

KILLEBREW, INC.

Construction & Engineering

May 7, 2018

To: City of Boynton Beach
Re: Pipe Bursting Scope

The purpose of this letter is to outline the proposed scope to accompany the budget titled Ficsus and Hibiscus Tree Dr Water Main Pipe Bursting and dated April 23, 2018 for a total amount of $368,082.32

The referenced budget was for the engineering design and installation cost to pipe burst using perchlorinated HDPE 2,055' linear feet of existing 4" water main on both Ficus Tree Dr and Hibiscus Tree Dr from Orange St ending at San Castle Blvd. It is understood that the existing 4" water main is either asbestos cement of cast iron. In addition to the replacement of the existing water main the budget includes the removal and replacement of 59 existing service lines from the new HDPE WM to the front of the meter, 2 fire hydrants, and 4 gate valves which will be sized (6") according to the replacement pipe size. Prior to construction a preconstruction video will be performed such that after completion of the pipe bursting all existing features will be restored to preconstruction condition or better. Other ancillary items included in the budget are mobilization to the jobsite, permit application completion and submission, welding and testing of HDPE pipe in accordance with AWWA C651 testing requirements, necessary notifications to DEP and or DOH (this includes resident notifications) of pipe bursting activities, restoration, maintenance of traffic, performance and payment bonds, project management from conception to completion of the project, and 4ea 6" line stops to isolate the bursting area (note- if valving can be used to isolate bursting area and linestops are not required then the City will not be billed for linestops). Items not included within this budget include any unforeseen cost such as removal of concrete encased pipe, warranty bonds over and above the standard warranty provided with the performance and payment bonds, any work on backside (private side of meter), plumbing repairs of private residence, permit fees, bonds required by regulating agencies over and above payment and performance bonds, any other fees by regulatory and or permitting agencies, surveying to include layout and or record drawings, brick paver restoration, adjustment of sewer laterals in conflict with water main upsizing, milling, overlay, and any water sampling over and above AWWA requirements. I have included a schedule below showing time frames for construction activities.

Task Name	Duration
NTP	0 days
Engineering and Permitting	60 days
Mobilization	1 wk
Welding and Testing of Pipe	2 wks
Soft Dig Locates and Valve Installation	1 wk
Pipe Bursting	1 mon
Restoration and Closeout	2 wks

Thank you,

Ian Lund
Senior Project Manager

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

PASSED

COMMISSION MEETING DATE: 5/17/2016

REQUESTED ACTION BY COMMISSION: Award the "Re-Bid for Pre-Chlorinated Pipe Bursting of Potable Water Mains", Bid No. 036-2821-16/TP, for a two (2) year period to Murphy Pipeline Contractors, of Jacksonville, FL as the Primary Vendor and Killebrew, Inc., of Lakeland, FL as the Secondary Vendor. This bid will be utilized on an "AS NEEDED" Basis with an estimated annual expenditure of $400,000.

EXPLANATION OF REQUEST:
BID TERM: MAY 17, 2016 to MAY 16, 2018

On April 20, 2016, Procurement Services opened two bids in response to the advertised Re-Bid No. 036-2821-16/TP. Contractors were instructed to submit line item pricing to perform pre-chlorinated pipe bursting of potable water mains (PCPB) on an "As Needed" Basis. Pipe Bursting is a trenchless method of replacing outdated or inadequate buried water main pipes. The new pre-chlorinated pipe is equipped with a bursting head and is pulled through the old pipe.

The Scope of Work outlined in the request for Bid includes (but not limited to) the following:

- Task 1 – Pipe Bursting at various locations
- Task 2 – Connection to existing water service pipe
- Task 3 – Maintenance of Traffic
- Task 4 – Site and Pavement Restoration

The selected Contractors will furnish all labor, materials, equipment, incidentals and appurtenances to complete the "As Needed" Work as outlined in their line item pricing submitted with the bid package. Both Murphy Pipeline Contractors, and Killebrew, Inc., were evaluated and determined qualified based on their written submissions.

The three scenarios presented in the bid package are Utilities projects that have been placed on hold until bid award. With City Commission approval, Utilities Staff will negotiate purchase orders for the scope of work as presented in Scenario no. 1, no. 2, and no. 3.

After the initial two year bid term, bid documents allow for three additional one-year renewals with the same terms, conditions and pricing; subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
This bid award would allow City staff to issue purchase orders based on the unit costs provided by the qualified contractors to perform potable pipeline replacement. Water main replacement will provide increased capacity and reliability for the distribution of potable water as well as fire flow water to areas with increasing demands.

FISCAL IMPACT: Budgeted
Funds for this repair service will be available from the Utilities account number 401-2810-536-46-47.

ALTERNATIVES:
Not approve the recommended contractors as provided and request that a new bid for Pre-Chlorinated Pipe Bursting of Potable Water Mains be issued.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant? No

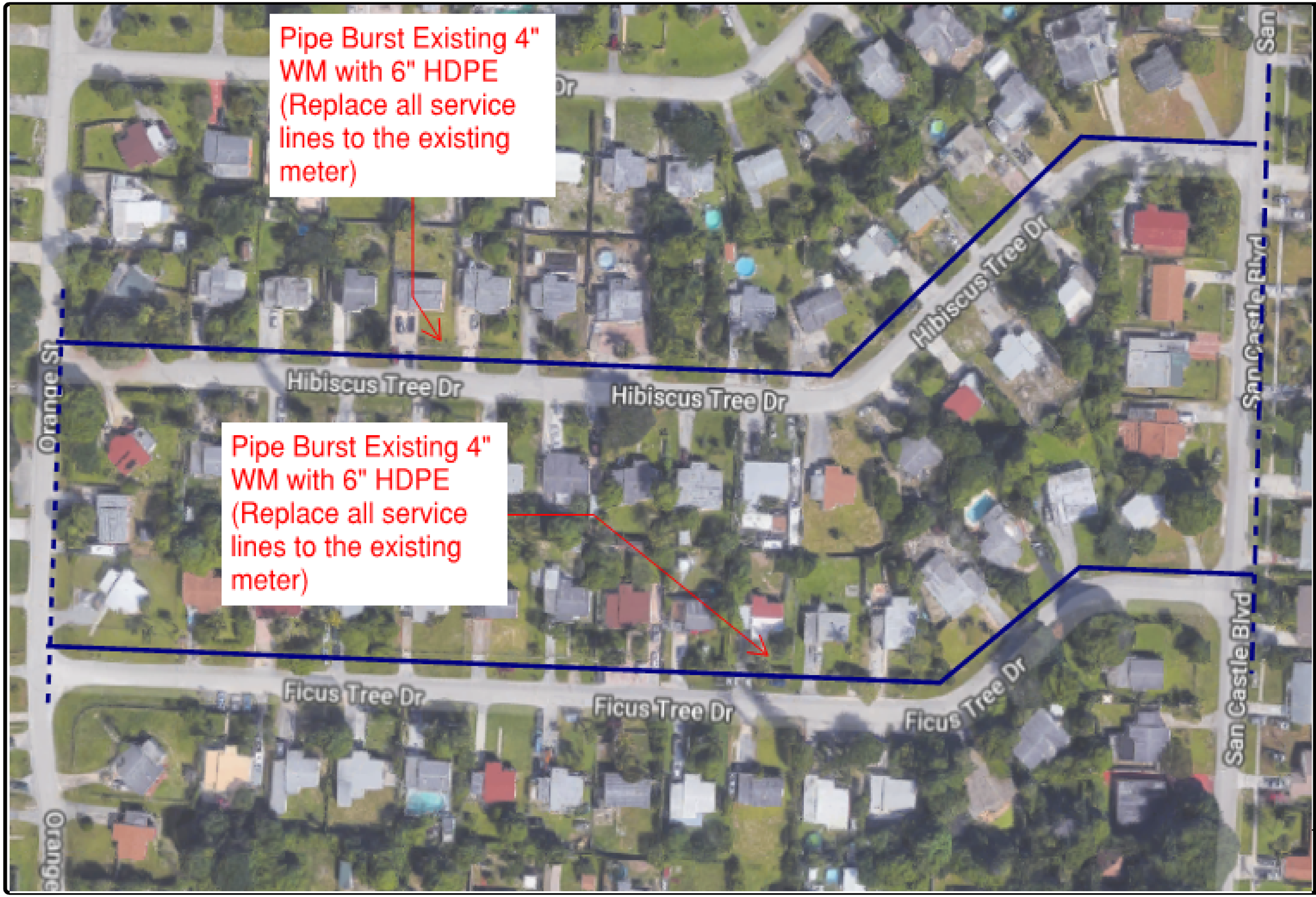
Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Tab Sheets	Bid Tabulation Sheets
🗋	Bid	Proposal - Murphy Pipeline
🗋	Bid	Proposal - Killebrew

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Alibrandi, Julie	Approved	5/10/2016 - 3:21 PM
Finance	Alibrandi, Julie	Approved	5/10/2016 - 3:26 PM
Finance	Howard, Tim	Approved	5/10/2016 - 3:37 PM
Legal	Swanson, Lynn	Approved	5/11/2016 - 2:14 PM
City Manager	LaVerriere, Lori	Approved	5/12/2016 - 9:49 AM



Boynton Beach Pipe Bursting
Hibiscus Tree Dr and Ficus Tree Dr

THIS BAR = 1 INCH
(IF NOT, SCALE APPROPRIATELY)

Killebrew, Inc.
P.O. Box 6258
Lakeland, FL 33807
2820 Winter Lake Road
Lakeland, FL 33803
(863) 701-0273
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www.killebrewinc.net
C.A. No. 8720

KILLEBREW, INC.
Construction & Engineering

William C. Thomas, IV, PE
FL License No. 50664

Sheet 1 of 1

ORIGINAL

BID FORM

"RE-BID FOR THE PRE-CHLORINATED PIPE BURSTING OF POTABLE WATER MAINS"

BID No: 036-2021-16/TP

The City of Boynton Beach is seeking a maximum of two (2) qualified contractors to demonstrate specific experience in pre-chlorinated pipe bursting of utility system water mains. The Scope of Work for Pre-Chlorinated Pipe Busting shall include, but is not limited to: 1) Pipe bursting at various Utility locations, 2) Connection to existing water services, 3) Maintenance of Traffic, 4) Site restoration, pavement repairs, resurfacing and striping; and, all labor, materials and equipment necessary to complete the City's project(s).

Submitted By: Killebrew, Inc. (BIDDER) Date: 4/20/16

To furnish and deliver all materials and to do and perform all WORK in accordance with the Bid Documents, as follows:

In order to be considered for this project, the Bidder must have successfully completed a minimum of three (3) projects of similar scope and complexity over the past five (5) years, in the State of Florida, and must be able to document the required experience upon request.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with the CITY to perform and furnish all WORK as specified herein for the scopes of work that will be identified by the City on an "As Needed Basis". The BIDDER agrees, if this BID is accepted, to prepare a price proposal for each identified project based on the approved line item pricing submitted in the Schedule of Bid Items.

2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the CITY within ten (10) days after the date of CITY's Award Letter.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that

a. BIDDER has examined the Bid Documents, including the following addenda:

Number	Date	Number	Date
1	4/5/16		

receipt of all of which is hereby acknowledged;

b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK.

c. BIDDER has given the CITY written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the CITY is acceptable to BIDDER.

4. BIDDER proposes to furnish the WORK in conformity with the drawings and specifications and at the line item pricing listed below. The Bid Prices quoted have been checked and certified to be correct. Such Bid Prices are fixed and firm and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

SCHEDULE OF BID ITEMS
Re-Bid for The Pre-Chlorinated Pipe Bursting of Potable Water Mains
Bid No. 036-2821-16/TP

SCOPE OF WORK:

The Scope of Work for Pre-Chlorinated Pipe Bursting shall include, but is not limited to: 1) Pipe bursting at various Utility locations, 2) Connection to existing water services, 3) Maintenance of Traffic, 4) Site restoration, pavement repairs, resurfacing and striping; and, all labor, materials, and equipment necessary to complete the City's project(s). The work shall include furnishing all labor, materials, equipment, incidentals and appurtenances to complete the scope of work.

Furnish and Install is defined as all work and includes, but is not limited to preparation and restoration required to complete the designated line items.

ITEM	DESCRIPTION OF BID ITEM	UNIT	UNIT COST
Section 1	**GENERAL CONDITIONS**		
GC-1	Mobilization/Demobilization per project	LS	$20,000.00
	M.O.T. per project, City Right-of-Way	LS	$5000.00
	M.O.T. per project, Palm Beach County FDOT Roadway	LS	$7000.00
	Pre and Post Construction Video	LS	$5000.00
Permit	Applicable Permit Allowance (actual cost reimbursement by City)	TBD	TBD
NPDES	NPDES (if applicable) may not exceed 1.5% of the project cost	TBD	TBD
Drawings	Record Drawings (if applicable)	TBD	TBD
Survey	Construction Survey (if applicable actual cost reimbursement by City	TBD	TBD
I-1	Indemnification/Individual Projects	LS	$25.00
	R-1 SURFACE RESTORATION		
R-1A	Sod	SF	$ .85
R-1B	6" Concrete	SF	$ 8.50
R-1C	3" Asphalt	SF	$ 9.00
R-1D	Curb	LF	$50.00

ITEM	DESCRIPTION OF BID ITEM	UNIT	COST
	PIPE BURSTING FURNISH AND INTALL		
Section 2	**Pipe Bursting – Furnish and Install – Per Linear Foot**		
2.1	6-inch HDPE DR11 by Pre-Chorinated pipe bursting	LF	$75.00
2.2	8-inch HDPE DR11 by Pre-Chlorinated pipe bursting	LF	$ 88.00
2.3	10-inch HDPE DR11 by Pre-Chlorinated pipe bursting	LF	$101.00
2.4	12-inch HDPE DR11 by Pre-Chlorinated pipe bursting	LF	$132.00
Section 3	**Valves and Fittings – Furnish and Install**		
3.1	4-inch Gate Valve	EA	$1450.00
3.2	6-inch Gate Valve	EA	$1650.00
3.3	8-inch Gate Valve	EA	$ 2417.00
3.4	10-inch Gate Valve	EA	$ 3220.00
3.5	12-inch Gate Valve	EA	$ 3550.00
FIRE HYDRANTS WILL BE FURNISHED BY CITY			
3.6	Install Fire Hydrant on 6-inch water main	EA	$4600.00
3.7	Install Fire Hydrant on 8-inch water main	EA	$4767.00
3.8	Tee 6x6x6	EA	$ 550.00
3.9	Tee 8x8x6	EA	$ 670.00
3.10	Tee 8x8x8	EA	$ 775.00
3.11	Tee 10x010x6	EA	$900.00
3.12	Tee 10x10x8	EA	$ 965.00
3.13	Tee 10x10x10	EA	$1100.00
3.14	Tee 12x12x6	EA	$1100.00
3.15	Tee 12x12x8	EA	$ 1275.00
3.16	Tee 12x12x10	EA	$1350.00
3.17	Tee 12x12x12	EA	$ 1500.00
Section 4	**Customer Connections – Furnish and Install – Single or Double Service**		
4.1	**SINGLE OR DOUBLE SERVICE**		
4.1.1	Up to 1-inch Short Side Water Service Connection	EA	$1350.00
4.1.2	6-inch Water Main	EA	$200.00
4.1.3	8-inch Water Main	EA	$250.00
4.1.4	10-inch Water Main	EA	$ 300.00
4.1.5	12-inch Water Main	EA	$ 350.00
4.2	**SINGLE OR DOUBLE SERVICE**		
4.2.1	Up to 2-inch Short Side Water Service Connection (in casing)	EA	$ 1800.00
4.2.2	6-inch Water Main	EA	$ 250.00
4.2.3	8-inch Water Main	EA	$ 300.00
4.2.4	10-inch Water Main	EA	$ 350.00
4.2.5	12-inch Water Main	EA	$ 400.00
4.3	**SINGLE OR DOUBLE SERVICE**		
4.3.1	Up to 1-inch Long Side Water Service Connection	EA	$2100.00
4.3.2	6-inch Water Main	EA	$200.00
4.3.3	8-inch Water Main	EA	$250.00
4.3.4	10-inch Water Main	EA	$ 300.00
4.3.5	12-inch Water Main	EA	$ 350.00

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

4.4	SINGLE OR DOUBLE SERVICE		
4.4.1	Up to 2-inch Long Side Water Service Connection (in casing)	EA	$ 2760.00
4.4.2	6-inch Water Main	EA	$250.00
4.4.3	8-inch Water Main	EA	$300.00
4.4.4	10-inch Water Main	EA	$ 350.00
4.4.5	12-inch Water Main	EA	$ 400.00
Section 5	Line Stops – Furnish and Install		
5.1	6-inch Water Main	EA	$ 7200.00
5.2	8-inch Water Main	EA	$ 8800.00
5.3	10-inch Water Main	EA	$ 11,200.00
5.4	12-inch Water Main	EA	$ 13,260.00

END OF SCHEDULE OF BID ITEMS

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

COST ESTIMATE FOR
PIPE BURSTING SCENARIOS

BID No. 036-2821-16/TP

PLEASE PREPARE YOUR COST ESTIMATE PROPOSALS FOR EACH SCENARIO OUTLINED BELOW BY USING THE PRICING SUBMITTED ON YOUR SCHEDULE OF BID ITEMS (Pages BP-4 AND BP-5) AND SUBMIT ON YOUR LETTERHEAD. SEE SUPPLEMENTAL CONDITIONS, SCC – 4.

Scenario #1

Six-inch water main (Asbestos Pipe) that runs a length of 300 linear ft. (from east to west) through the easement of a residential neighborhood at 4-feet deep. This water main loops the system; no residents are connected to it. No fire hydrants are connected. The 6-inch water main is wet tapped off of a 16-inch transmission water main that is in a FDOT roadway and ties into an 8-inch water main 300 linear feet away on to a city roadway. Both 6-inch valves are not leaking and are in good condition. Restore asphalt 100 sq. ft. of FDOT approved asphalt and any sod that needed to be removed. The utility wants the water main to remain its current size.

Scenario #2

Twelve-inch (cast iron) water main that runs 250 linear ft. in utility right-of-way at 6-feet deep. At the distance of 150 linear feet, the 12-inch water main reduces to an 8-inch water main (cast iron). Where the water main reduces from a 12-inch to an 8-inch water main, there is a 12-inch x 8-inch reducer and an 8-inch gate valve. Two (2) fire hydrants, which have two (2) individual valves, are connected to the water main. There are resident service lines that are fed by this water main, 12 long-side service lines and 8 short-side service lines for a total of 20 resident service lines. Restore sod to various areas. The utility wants the water main to keep its size ration of 12-inch reducing down to 8-inch if possible.

Scenario #3 – Revision #1

Four-inch water main that runs in utility right- of- way at a depth of 3-feet and a total length of 800 linear feet. Presently, there are not enough fire hydrants on the street in order to meet fire suppression needs. Utility is asking that three (3), 8-inch x 6-inch tees be installed along the line; position of tees will be specified by the utility, and three (3) 6-inch valves to coincide with each tee for future installation of three (3) fire hydrants. The fire hydrants will be installed by the utility at a later date. There are 13 short-side services and 12 long-side services for a total of 25 resident service lines. The utility wants to upsize the water main from a 4-inch to an 8-inch water main.

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

KILLEBREW, INC.
Site Development, Utility Construction & Engineering

Killebrew, Inc.
P.O. Box 6258
Lakeland, FL 33807
tel: (863) 701-0273
fax: (863) 701-0621

SCENARIO 1

	General Conditions				
G-1	Mobilization / Demobilization	1	LS	$20,000.00	$20,000.00
G-1	MOT City R/W	1	LS	$5,000.00	$5,000.00
G-1	MOT County / FDOT	1	LS	$7,000.00	$7,000.00
G-1	Pre and Post Construction Video	1	LS	$5,000.00	$5,000.00
	Surface Restoration				
R-1A	Sod	3000	SF	$0.85	$2,550.00
R-1B	6" Concrete	0	SF	$8.50	$0.00
R-1C	3" Asphalt	100	SF	$9.00	$900.00
R-1D	Curb	0	LF	$50.00	$0.00
	Pipe Bursting				
2.1	6" HDPE	300	LF	$75.00	$22,500.00
2.2	8" HDPE	0	LF	$88.00	$0.00
2.3	10" HDPE	0	LF	$101.00	$0.00
2.4	12" HDPE	0	LF	$132.00	$0.00
	Valves and Fittings				
3.1	4" Gate valve	0	EA	$1,450.00	$0.00
3.2	6" Gate valve	0	EA	$1,650.00	$0.00
3.3	8" Gate valve	0	EA	$2,417.00	$0.00
3.4	10" Gate valve	0	EA	$3,220.00	$0.00
3.5	12" Gate valve	0	EA	$3,550.00	$0.00
3.6	FH on 6"	0	EA	$4,600.00	$0.00
3.7	FH on 8"	0	EA	$4,767.00	$0.00
3.8	6" Tee	0	EA	$550.00	$0.00
3.9	8x6 Tee	0	EA	$670.00	$0.00
3.10	8" Tee	0	EA	$775.00	$0.00
3.11	10x6 Tee	0	EA	$900.00	$0.00
3.12	10x8 Tee	0	EA	$965.00	$0.00
3.13	10x10 Tee	0	EA	$1,100.00	$0.00
3.14	12x6 Tee	0	EA	$1,100.00	$0.00
3.15	12x8 Tee	0	EA	$1,275.00	$0.00
3.16	12x10 Tee	0	EA	$1,350.00	$0.00
3.17	12" Tee	0	EA	$1,500.00	$0.00
	Customer Connections				
4.1.1	1" short side water service	0	EA	$1,350.00	$0.00
4.1.2	6" Water main	0	EA	$200.00	$0.00
4.1.3	8" Water main	0	EA	$250.00	$0.00
4.1.4	10" Water main	0	EA	$300.00	$0.00
4.1.5	12" Water main	0	EA	$350.00	$0.00

4.2.1	2" short side water service	0	EA	$1,800.00	$0.00
4.2.2	6" Water main	0	EA	$250.00	$0.00
4.2.3	8" Water main	0	EA	$300.00	$0.00
4.2.4	10" Water main	0	EA	$350.00	$0.00
4.2.5	12" Water main	0	EA	$400.00	$0.00
4.3.1	1" long side water service	0	EA	$2,100.00	$0.00
4.3.2	6" Water main	0	EA	$200.00	$0.00
4.3.3	8" Water main	0	EA	$250.00	$0.00
4.3.4	10" Water main	0	EA	$300.00	$0.00
4.3.5	12" Water main	0	EA	$350.00	$0.00
4.4.1	2" long side water service	0	EA	$2,760.00	$0.00
4.4.2	6" Water main	0	EA	$250.00	$0.00
4.4.3	8" Water main	0	EA	$300.00	$0.00
4.4.4	10" Water main	0	EA	$350.00	$0.00
4.4.5	12" Water main	0	EA	$400.00	$0.00
	LineStops				
5.1	6" Water main	0	EA	$7,200.00	$0.00
5.2	8" Water main	0	EA	$8,800.00	$0.00
5.3	10" Water main	0	EA	$11,200.00	$0.00
5.4	12" Water main	0	EA	$13,260.00	$0.00

$62,950.00

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SCENARIO 2

	General Conditions				
G-1	Mobilization / Demobilization	1	LS	$20,000.00	$20,000.00
G-1	MOT City R/W	1	LS	$5,000.00	$5,000.00
G-1	MOT County / FDOT	1	LS	$7,000.00	$7,000.00
G-1	Pre and Post Construction Video	1	LS	$5,000.00	$5,000.00
	Surface Restoration				
R-1A	Sod	9400	SF	$0.85	$7,990.00
R-1B	6" Concrete	1050	SF	$8.50	$8,925.00
R-1C	3" Asphalt	0	SF	$9.00	$0.00
R-1D	Curb	0	LF	$50.00	$0.00
	Pipe Bursting				
2.1	6" HDPE	0	LF	$75.00	$0.00
2.2	8" HDPE	100	LF	$88.00	$8,800.00
2.3	10" HDPE	0	LF	$101.00	$0.00
2.4	12" HDPE	150	LF	$132.00	$19,800.00
	Valves and Fittings				
3.1	4" Gate valve	0	EA	$1,450.00	$0.00
3.2	6" Gate valve	2	EA	$1,650.00	$3,300.00
3.3	8" Gate valve	0	EA	$2,417.00	$0.00
3.4	10" Gate valve	0	EA	$3,220.00	$0.00
3.5	12" Gate valve	0	EA	$3,550.00	$0.00
3.6	FH on 6"	0	EA	$4,600.00	$0.00
3.7	FH on 8"	2	EA	$4,767.00	$9,534.00
3.8	6" Tee	0	EA	$550.00	$0.00
3.9	8x6 Tee	0	EA	$670.00	$0.00
3.10	8" Tee	0	EA	$775.00	$0.00
3.11	10x6 Tee	0	EA	$900.00	$0.00
3.12	10x8 Tee	0	EA	$965.00	$0.00
3.13	10x10 Tee	0	EA	$1,100.00	$0.00
3.14	12x6 Tee	1	EA	$1,100.00	$1,100.00
3.15	12x8 Tee	0	EA	$1,275.00	$0.00
3.16	12x10 Tee	0	EA	$1,350.00	$0.00
3.17	12" Tee	0	EA	$1,500.00	$0.00
	Customer Connections				
4.1.1	1" short side water service	8	EA	$1,350.00	$10,800.00
4.1.2	6" Water main	0	EA	$200.00	$0.00
4.1.3	8" Water main	4	EA	$250.00	$1,000.00
4.1.4	10" Water main	0	EA	$300.00	$0.00
4.1.5	12" Water main	4	EA	$350.00	$1,400.00

4.2.1	2" short side water service	0	EA	$1,800.00	$0.00
4.2.2	6" Water main	0	EA	$250.00	$0.00
4.2.3	8" Water main	0	EA	$300.00	$0.00
4.2.4	10" Water main	0	EA	$350.00	$0.00
4.2.5	12" Water main	0	EA	$400.00	$0.00
4.3.1	1" long side water service	12	EA	$2,100.00	$25,200.00
4.3.2	6" Water main	0	EA	$200.00	$0.00
4.3.3	8" Water main	5	EA	$250.00	$1,250.00
4.3.4	10" Water main	0	EA	$300.00	$0.00
4.3.5	12" Water main	7	EA	$350.00	$2,450.00
4.4.1	2" long side water service	0	EA	$2,760.00	$0.00
4.4.2	6" Water main	0	EA	$250.00	$0.00
4.4.3	8" Water main	0	EA	$300.00	$0.00
4.4.4	10" Water main	0	EA	$350.00	$0.00
4.4.5	12" Water main	0	EA	$400.00	$0.00
	LineStops				
5.1	6" Water main	0	EA	$7,200.00	$0.00
5.2	8" Water main	0	EA	$8,800.00	$0.00
5.3	10" Water main	0	EA	$11,200.00	$0.00
5.4	12" Water main	1	EA	$13,260.00	$13,260.00
					$151,809.00

KILLEBREW, INC.
Site Development, Utility Construction & Engineering

Killebrew, Inc.
P.O. Box 6258
Lakeland, FL 33807
tel: (863) 701-0273
fax: (863) 701-0621

SCENARIO 3

	General Conditions				
G-1	Mobilization / Demobilization	1	LS	$20,000.00	$20,000.00
G-1	MOT City R/W	1	LS	$5,000.00	$5,000.00
G-1	MOT County / FDOT	1	LS	$7,000.00	$7,000.00
G-1	Pre and Post Construction Video	1	LS	$5,000.00	$5,000.00
	Surface Restoration				
R-1A	Sod	9500	SF	$0.85	$8,075.00
R-1B	6" Concrete	1250	SF	$8.50	$10,625.00
R-1C	3" Asphalt	100	SF	$9.00	$900.00
R-1D	Curb	60	LF	$50.00	$3,000.00
	Pipe Bursting				
2.1	6" HDPE	0	LF	$75.00	$0.00
2.2	8" HDPE	800	LF	$88.00	$70,400.00
2.3	10" HDPE	0	LF	$101.00	$0.00
2.4	12" HDPE	0	LF	$132.00	$0.00
	Valves and Fittings				
3.1	4" Gate valve	1	EA	$1,450.00	$1,450.00
3.2	6" Gate valve	3	EA	$1,650.00	$4,950.00
3.3	8" Gate valve	1	EA	$2,417.00	$2,417.00
3.4	10" Gate valve	0	EA	$3,220.00	$0.00
3.5	12" Gate valve	0	EA	$3,550.00	$0.00
3.6	FH on 6"	0	EA	$4,600.00	$0.00
3.7	FH on 8"	0	EA	$4,767.00	$0.00
3.8	6" Tee	0	EA	$550.00	$0.00
3.9	8x6 Tee	3	EA	$670.00	$2,010.00
3.10	8" Tee	0	EA	$775.00	$0.00
3.11	10x6 Tee	0	EA	$900.00	$0.00
3.12	10x8 Tee	0	EA	$965.00	$0.00
3.13	10x10 Tee	0	EA	$1,100.00	$0.00
3.14	12x6 Tee	0	EA	$1,100.00	$0.00
3.15	12x8 Tee	0	EA	$1,275.00	$0.00
3.16	12x10 Tee	0	EA	$1,350.00	$0.00
3.17	12" Tee	0	EA	$1,500.00	$0.00
	Customer Connections				
4.1.1	1" short side water service	13	EA	$1,350.00	$17,550.00
4.1.2	6" Water main	0	EA	$200.00	$0.00
4.1.3	8" Water main	13	EA	$250.00	$3,250.00
4.1.4	10" Water main	0	EA	$300.00	$0.00
4.1.5	12" Water main	0	EA	$350.00	$0.00

4.2.1	2" short side water service	0	EA	$1,800.00	$0.00
4.2.2	6" Water main	0	EA	$250.00	$0.00
4.2.3	8" Water main	0	EA	$300.00	$0.00
4.2.4	10" Water main	0	EA	$350.00	$0.00
4.2.5	12" Water main	0	EA	$400.00	$0.00
4.3.1	1" long side water service	12	EA	$2,100.00	$25,200.00
4.3.2	6" Water main	0	EA	$200.00	$0.00
4.3.3	8" Water main	12	EA	$250.00	$3,000.00
4.3.4	10" Water main	0	EA	$300.00	$0.00
4.3.5	12" Water main	0	EA	$350.00	$0.00
4.4.1	2" long side water service	0	EA	$2,760.00	$0.00
4.4.2	6" Water main	0	EA	$250.00	$0.00
4.4.3	8" Water main	0	EA	$300.00	$0.00
4.4.4	10" Water main	0	EA	$350.00	$0.00
4.4.5	12" Water main	0	EA	$400.00	$0.00
	LineStops				
5.1	6" Water main	0	EA	$7,200.00	$0.00
5.2	8" Water main	2	EA	$8,800.00	$17,600.00
5.3	10" Water main	0	EA	$11,200.00	$0.00
5.4	12" Water main	0	EA	$13,260.00	$0.00

$207,427.00

BIDDER agrees that the WORK will be substantially completed within TBD calendar days after the receipt of the Notice to Proceed and final completion will occur within 30 calendar days after the Notice of Substantial Completion.

BIDDER accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the WORK on time.

Communications concerning this Bid shall be as follows:

Contact Person: William C Thomas IV
Business Address: PO Box 6258
City, State, Zip Code: Lakeland, FL 33807
Business Phone Number: 863-701-0273
Email Address: bill@killebrewinc.net
Cell Phone Number: 863-559-9405

Other pertinent information is as follows:

License Number (Please Attach Copy): CGC1515807
Federal Tax ID#: 59-2952542
Federal Employment ID #: 59-2952542

Submitted on this 20th day of April, 2016.

(If an individual, partnership, or non-incorporated organization)

Signature of BIDDER: _____

By: _____

(If a corporation)

(Affix Seal)

Signature of BIDDER: _____

By: William C Thomas IV - Presidnet

Attested by Secretary: _____ Cindy D Adamson

Incorporated under the laws of the State of: Florida

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELIGIBLE FOR AWARD.

[Remainder of this page left blank intentionally]

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

CERTIFICATE

(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of _____, a Partnership under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____ as _____ of the Partnership, is hereby authorized to execute the Bid Form dated _____, 20_____, between the City of Boynton Beach, Florida, and this Partnership, and that the execution thereof, attested by the _____ of the Partnership be the official act and deed of this Partnership."

I further certify that such resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

_____
(Signature)

_____
(Title)

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this _____day of _____, 20____ by _____who is personally known to me or who has presented the following type of identification: _____.

_____
Signature
of Notary Public, State of Florida

_____
Notary seal (stamped in black ink)
OR Printed, typed or stamped name of
Notary and Commission Number

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

CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of Killebrew, Inc., a corporation under the laws of the State of Florida held on April 20th, 2016, the following resolution was duly passed and adopted:

"RESOLVED, that William C Thomas IV, as President of the Corporation, is hereby authorized to execute the Bid Form dated April 20th, 2016 between the City of Boynton Beach, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that such resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of April, 2016

Cindy D Adamson
Secretary Cindy D Adamson

STATE OF FLORIDA

COUNTY OF Polk

Sworn to and subscribed before me on this 20th day of April, 2016 by Cindy Adamon who is personally known to me or who has presented the following type of identification: _____.

Denise Henderson
Signature of Notary Public, State of Florida

DENISE HENDERSON
MY COMMISSION #FF078917
EXPIRES December 25, 2017
(407) 398-0153 FloridaNotaryService.com

Denise Henderson
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number

BF - 8
THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER
FOR BID PACKAGE TO BE CONSIDERED AND ACCEPTABLE

A D D E N D A

CITY OF BOYNTON BEACH

BID TITLE: **RE-BID FOR THE PRE-CHLORINATED PIPE BURSTING OF POTABLE WATER MAINS**

BID NO: **036-2821-16/TP**

BIDDER NAME: Killebrew, Inc.

DATE: 4/20/16

We propose and agree, if this bid 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.

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 NO.	DATE	ADDENDUM NO.	DATE
1	4/20/16		

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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BIDDER 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: **RE-BID FOR THE PRE-CHLORINATED PIPE BURSTING OF POTABLE WATER MAINS**

Bid Number: **036-2821-16/TP**

Bid Received By: **APRIL 20, 2016, 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: **April 20, 2016, 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 bid shall conform to applicable sections of the charter and codes of the City.

Name of Vendor: Kilebrew, Inc.

Federal I.D. Number: 59-2952542

A Corporation of the State of: Florida

Area Code: 863 Telephone Number: 701-0273

Area Code: 863 FAX Number: 701-9204

Mailing Address: PO Box 6258

City/State/Zip: Lakeland, FL 33807-6258

Vendor Mailing Date: _____

Authorized Signature

William C Thomas IV - President

Name Typed

BA-1
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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.

1. BIDDER'S Name, Principal Address, Phone and Fax Number:

   Kilebrew, Inc.

   PO Box 6258

   Lakeland, FL 33807-6258

   863-701-0273 863-701-6204

2. Number of years as a Contractor in this type of work: 27 years

3. Names and titles of all officers, partners or individuals doing business under trade name:
   William C Thomas IV

   James Dickerson

   Cindy D Adamson

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: United Fire & Casualty Company

   PO Box 73909 Cedar Rapids, IA 52407-3909 319-399-5700

   Agent - Florida Surety Bonds 620 N Wymore Rd Suite 200 Maitland, FL 32751 407-786-7770

6. What is the last project of this nature that you have completed?

   Cooper City Pipe Bursting Potable Water Mains - Phase 1

7. Have you ever failed to complete work awarded to you. If so, when, where and why?

   No

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8. Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Yes

9. List CM's or GC's your company has worked for within the past three years. (List 2 other than those shown below)

CM/GC No. 1: Wharton Smith	Contact Person: Chris Gayner	Tel: 407-321-8410 Fax: 407-327-8984	
CM/GC No. 2:	Contact Person:	Tel: Fax:	

10. List three SIGNIFICANT PROJECTS completed within the past five years.

Project No. 1: Cooper City Pipebursting	Location: Cooper City FL	Your $ Subcontract Amount: $ 993,838.00	Date Completed: 11/2014
Contracting Agency: Cooper City	Contact Person: Mike Bailey PE	Tel: 954-434-5519 Fax: 954-680-3159	
Project No. 2: Glen Arden Heights	Location: Altamonte Springs	Your $ Subcontract Amount: 2,395,275.00 $	Date Completed: 3/2015
Contracting Agency: Altamonte Springs	Contact Person: Karen McCullen PE	Tel: 407-571-8340 Fax: 407-571-8350	
Project No. 3: US 27 Utility Adjustments	Location: Davenport FL	Your $ Subcontract Amount: 2,355,695.00 $	Date Completed: 5/2015
Contracting Agency: Polk County Fl	Contact Person: Ryan Bengsch	Tel: 863-298-4100 Fax: 863-298-4210	

11. List three SIGNIFICANT PROJECTS currently under construction.

Project No. 1: Cooper City Pipebursting Phase II	Location: Cooper City Fl	Your $ Subcontract Amount: 5,199,350.00 $	Date Completed: 4/2016
Contracting Agency: Cooper City	Contact Person: Mike Bailey PE	Tel: 954-434-5519 Fax: 954-680-3159	
Project No. 2: LS35 & LS99	Location: Lakeland	Your $ Subcontract Amount: 8,009,868.00 $	Date Completed: on-going
Contracting Agency: Polk County FL	Contact Person: Mark Addison PE	Tel: 863-298-4100 Fax: 863-298-4210	

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Project No. 3	Cooper City Phase III	Location: Cooper City	Your $ Subcontract Amount: $ 5,805,634.00
			Date Completed: on-going
Contracting Agency:	Cooper City	Contact Person: Mike Bailey PE	Tel: 954-434-5519
			Fax: 954-680-3158

12. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

See attached resumes for staff - Bill Thomas, James Dickerson, Ian Lund, Bruce Herold, Cindy Adamson, Jimmy McCormick, Chuck Eisenhauer, Darrell Fisher & John Adam

13. State the name and licensing of the individual who will have personal supervision of the WORK.

William C Thomas IV

14. Will you sublet any part of this WORK? If so, give details.

Paving & Surveying

15. What equipment do you own that is available for the WORK?

See Attached

16. What equipment will you purchase for the proposed WORK?

None

17. What equipment will you rent for the proposed WORK?

None

18. 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:

No

WILLIAM C. THOMAS, IV, PhD, PE

EXPERIENCE:	**27 YEARS EXPERIENCE IN CONSTRUCTION AND ENGINEERING**
EDUCATION:	**DOCTOR OF PHILOSOPHY & MASTER OF SCIENCE IN CIVIL ENGINEERING, UNIVERSITY OF SOUTH FLORIDA** **BACHELOR'S OF SCIENCE, GEORGIA SOUTHERN UNIVERSITY**
REGISTRATIONS & CERTIFICATIONS:	**FLORIDA PROFESSIONAL ENGINEER, NO. 50664** **FLORIDA CERTIFIED UTILITY & EXCAVATION CONTRACTOR, CUC1224160** **FLORIDA CERTIFIED GENERAL CONTRACTOR, CGC1515807** **FLORIDA CERTIFIED PLUMBING CONTRACTOR, CFC1428425** **FLORIDA FIRE PROTECTION SYSTEM CONTRACTOR V, NO. 19741400012010** **FDOT ADVANCED MAINTENANCE OF TRAFFIC CERTIFICATION** **FDEP QUALIFIED STORMWATER MANAGEMENT INSPECTOR** **MODIFIED CLASS II TRAINED FOR ASBESTOS-CEMENTITIOUS PIPE** **GEORGIA UTILITY MANAGER, NO. UM101880**

WORK EXPERIENCE:

ONE-THIRD OWNER / SHAREHOLDER, PRESIDENT – KILLEBREW, INC. 2012 - PRESENT

VICE-PRESIDENT/GENERAL MANAGER, KILLEBREW, INC., LAKELAND, FL, 2000-2012
Management of up to $23M annual revenue company and up to 150 employees, to include daily operations, budgeting, business strategic planning, estimating, and project management. Professional engineering design, hydraulic modeling, and permitting. Bid preparation and review. Customer/client relations and technical sales.

ENGINEER/ENGINEERING MANAGER, POLK COUNTY UTILITIES, BARTOW, FL 1990-2000
Design, permitting, and construction management of capital improvements projects. Permitting/permit renewals of water and wastewater treatment facilities. Hydraulic modeling for capacity and water quality evaluations. Research/evaluate treatment technologies and equipment. Manage Repair and Replacement Capital Improvements Program ($3M - $7M annual budget). Contract management of consultants and contractors for design, permitting and construction services.

ADJUNCT PROFESSOR, UNIVERSITY OF SOUTH FLORIDA, LAKELAND, FL 1998
Teaching undergraduate environmental engineering core courses.

INSTRUCTOR/PRESENTER AND AUTHOR, 1996 TO PRESENT
Teaching, presenting, and writing various seminars, courses, presentations, and articles for industry-specific symposiums, conferences, trade journals, and continuing education courses.

PROJECT MANAGER, APAC-GA, INC., AUGUSTA, GA 1987-1990
Manage utility and roadway construction projects for cities, counties, Georgia Department of Transportation, and Federal Highway Administration. Field surveying and construction layout. Cost estimating, bid preparation, and project management.

PROFESSIONAL ACHIEVEMENTS AND AFFILIATIONS

- Numerous technical presentations on advanced wastewater treatment technologies and treatment issues, collection and distribution system rehabilitation
- Member: Water Environment Federation, Florida Water Environment Association

RESUMÉ

EXPERIENCE: **26 YEARS CONSTRUCTION ESTIMATING AND CONSTRUCTION MANAGEMENT**

EDUCATION: **MULBERRY HIGH SCHOOL, MULBERRY, FL**

WORK EXPERIENCE:

OWNER / SHAREHOLDER / VP, KILLEBREW, INC., LAKELAND, FL 2012 – 33 1/3%

OPERATIONS MANAGER/CHIEF ESTIMATOR, KILLEBREW, INC., LAKELAND, FL, 1988-PRESENT
Chief estimator and project manager of bidding, construction, and project management of underground utility construction and rehabilitation projects. Area of specialization is potable water, wastewater, reclaimed water and stormwater systems. General duties include bid preparation, contract review and negotiation, supplier and subcontractor pricing and coordination, managing and scheduling projects.

CHIEF PARTS FABRICATOR, SEWER TECHNOLOGY, INC., MULBERRY, FL, 1987 – 1988
Designed, fabricated, and assembled parts for sewer pump trucks. Trained and supervised employees to perform these tasks.

CHIEF PRECIOUS METAL REFINER, SOUTHERN STATES ASSAYERS AND REFINERY, LAKELAND, FL, 1986 – 1987
Refined precious metals and performed assays on the purity of precious metals to determine their value. Trained and supervised employees to perform these tasks.

CHIEF AIRCRAFT ASSEMBLER, PAGE AVIATION, ORLANDO, FL, 1985 – 1986
Read and interpreted aircraft design plans to manufacture, assemble, and install various aircraft parts, to include auxiliary fuel cells and refurbish 727 jets. Trained and supervised employees to perform these tasks.

CHIEF AIRCRAFT ASSEMBLER, PIPER INDUSTRIES, LAKELAND, FL, 1980 – 1985
Read and interpreted aircraft design plans to manufacture, assemble, and install various aircraft parts, to include wings, windshields, controls, fuel cells, wing-doublers of Cheyenne 4 TurboProp plane. Trained and supervised employees to perform these tasks.

PROFESSIONAL AFFILIATIONS
Underground Utility Contractors of Florida
Mid-Florida Utility and Transportation Contractors

RESUMÉ

EXPERIENCE: **15 YEARS EXPERIENCE IN CONSTRUCTION AND SURVEYING**

EDUCATION: **KATHLEEN HIGH SCHOOL, LAKELAND, FL**
UNIVERSITY OF SOUTH FLORIDA, TAMPA, FL

WORK EXPERIENCE:

SENIOR PROJECT MANAGER / ESTIMATOR, KIILLEBREW, INC., LAKELAND, FL, 2005 - PRESENT
Construction cost estimating, managing, and design of projects ranging from $5,000 to $20,000,000 in size. Nature of projects is site development, new and rehabilitation utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include take-offs, pricing, bid preparation, meeting and coordinating with engineers, owners, inspectors, subcontractors and in-house superintendents and crews.

Design experience includes working with in-house professional engineering staff, CAD staff, owners, right-of-way entities, and other utilities for the design and permitting of utility projects of similar size and scope and described above. Design duties include preparation of maintenance of traffic plans under the direct supervision of a professional engineer, meeting with owners and right-of-way agents to review, discuss, and finalize maintenance of traffic plans; design of utility and pipeline project under the direct supervision of a professional engineer; and preparation of regulatory agency permit applications of these projects.

Maintenance of traffic education instruction experience includes working with in-house Advanced Maintenance of Traffic Certified Instructor and Florida Professional Engineer to prepare coursework and administer course and field training for flagging courses and certification; prepare coursework and administer course and field training for intermediate maintenance of traffic courses and certification; and administer and assist in grading exams of flagging and intermediate courses.

NORTH POINT LAND SURVEYING, INC., LAKELAND, FL 2000 – 2005
Survey crew member (rodman to party chief) for site surveying, to include construction layout, as-builts, parcel surveying and mapping, and mortgage surveys.

RESUMÉ

EXPERIENCE: **21 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY**

EDUCATION: **LAKELAND SENIOR HIGH SCHOOL**
LAKELAND, FL

WORK EXPERIENCE:

PROJECT SUPERINTENDENT, KILLEBREW, INC., LAKELAND, FL 2009 - PRESENT
Manage construction of multiple projects ranging from $50,000 to $15,000,000 in size. Nature of projects is new and rehabilitation utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include day-to-day management, supervision, scheduling, and coordination of crews, subcontractors and suppliers, meeting and coordinating with engineers, owners, and inspectors.

FOREMAN, KILLEBREW, INC., LAKELAND, FL 1998 – 2009
Field supervision and management of new and rehabilitation utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

PIPELAYER, KILLEBREW, INC., LAKELAND, FL 1997 - 1998
Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

PIPELAYER, MARLON DUNN, LAKELAND, FL 1994 - 1997
Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

RESUMÉ

EXPERIENCE: **32 YEARS EXPERIENCE IN ACCOUNTING AND OFFICE MANAGEMENT**

EDUCATION: **AUBURNDALE SENIOR HIGH, AUBURNDALE, FL**

REGISTRATION: **STATE OF FLORIDA NOTARY, COMMISSION #DD135296**

WORK EXPERIENCE:

ONE-THIRD OWNER / SHAREHOLDER, VICE PRESIDENT – KILLEBREW, INC. 2012 - PRESENT

CHIEF FINANCIAL OFFICER, KILLEBREW, INC., LAKELAND, FL, 1990 - PRESENT
Perform complex accounting while applying acceptable accounting procedures to the preparation and maintenance of records for Profit and Loss Statements by using accounting computer software. Supervise and train office personnel. Administer and participate in selection of group health, workers' compensation, and casualty insurances and other employee benefits. Prepare daily financial reports and daily financial business management.

OFFICE MANAGER/ACCOUNTANT, ROTATIONAL MOLDING, INC., BARTOW, FL 1983-1988
Performed complex bookkeeping while applying accepted accounting procedures to the preparation and maintenance of records. Prepared preliminary Profit and Loss Statements, accounts payable and receivable reports, as well as perpetual inventory by hand. Supervised and trained office personnel to perform secretarial, clerical, and bookkeeping duties and other duties as required. Participated in annual budget preparation. Administered group health, workers' compensation and casualty insurances and other employee benefits. Prepared financial daily report and transferred money between bank accounts.

ASSISTANT OFFICE MANAGER/PAYROLL CLERK/COMPUTER OPERATOR, POLK NURSERY, AUBURNDALE, FL, 1975-1982
Work under the supervision of the Office manager. Primary function was payroll, to include workers' compensation, group health insurance, W-2's, tax statements, calculating and keying time cards as well as maintaining employee records of approximately 200 employees. Maintaining a perpetual inventory. Applying computer skills to all accounting programs, such as accounts receivable, accounts payable, invoice billing, and journal entries to the general ledger.

PROFESSIONAL AFFILIATIONS:
Member of the National Notary Association – Florida Division

RESUMÉ

EXPERIENCE: **32 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY**

EDUCATION: **KATHLEEN HIGH SCHOOL, LAKELAND, FL**

WORK EXPERIENCE:

PROJECT SUPERINTENDENT, KILLEBREW, INC., LAKELAND, FL 2006 – PRESENT
Manage construction of multiple projects ranging from $5,000 to $12,000,000 in size. Nature of projects is new and rehabilitation site development, utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include day-to-day management, supervision, scheduling, and coordination of crews, subcontractors and suppliers, meeting and coordinating with engineers, owners, and inspectors.

FOREMAN, KILLEBREW, INC., LAKELAND, FL 1995-2006
Field supervision and management of new and rehabilitation site development, utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

PIPELAYER, KILLEBREW, INC., PLANT CITY, FL 1993-1995
Lead pipelayer of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

FOREMAN, B & J CONCRETE, INC., LAKELAND, FL 1991-1993
Foreman for pipe construction and concrete of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries, sidewalks, curb and gutter, retaining walls, etc.

PIPELAYER, EMPIRE PIPE, LAKELAND, FL 1980-1991
Foreman for pipe construction of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

RESUMÉ

EXPERIENCE: **31 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY**

EDUCATION: **WESTERN WAYNE HIGH SCHOOL, SOUTH CANNAN, PA**

WORK EXPERIENCE:

PROJECT SUPERINTENDENT, KILLEBREW, INC., LAKELAND, FL 2004 – PRESENT
Manage construction of multiple projects ranging from $5,000 to $12,000,000 in size. Nature of projects is new and rehabilitation site development, utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include day-to-day management, supervision, scheduling, and coordination of crews, subcontractors and suppliers, meeting and coordinating with engineers, owners, and inspectors.

FOREMAN, KILLEBREW, INC., LAKELAND, FL 1989-2004
Field supervision and management of new and rehabilitation site development, utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

FOREMAN, UTILITY PIPING SYSTEMS, INC., LAKELAND, FL 1981-1989
Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

RESUMÉ

EXPERIENCE: **36 YEARS EXPERIENCE IN THE CONSTRUCTION INDUSTRY**

EDUCATION: **LAKELAND HIGH SCHOOL, LAKELAND, FL**

WORK EXPERIENCE:

PROJECT SUPERINTENDENT, KILLEBREW, INC., LAKELAND, FL 2013 – PRESENT
Manage construction of multiple projects ranging from $5,000 to $12,000,000 in size. Nature of projects is new and rehabilitation site development, utility construction of water, wastewater, stormwater, and reclaimed water systems. Scope of projects includes pipe sizes from 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries. Duties include day-to-day management, supervision, scheduling, and coordination of crews, subcontractors and suppliers, meeting and coordinating with engineers, owners, and inspectors.

FOREMAN, KILLEBREW, INC., LAKELAND, FL 2012-2013
Field supervision and management of new and rehabilitation site development, utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

FOREMAN, SWELL CONSTRUCTION, OVIEDO, FL 2011-2012
Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

FOREMAN, CATHCART CONTRACTING, WINTER SPRINGS, FL 2009-2011
Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

FOREMAN, MARLON DUNN CONTRACTING, PLANT CITY, FL 1994-2009
Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

FOREMAN/OPERATOR, TRUJILLO CONSTRUCTION, WINTER HAVEN, FL1991-1994
Field supervision and management of jack and bore operations, sizes from 2" to 80".

FOREMAN/OPERATOR, PROFESSIONAL CONTRACTING, LAKELAND, FL 1989-1991
Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

FOREMAN/OPERATOR, UTILITY PIPING SYSTEMS, INC., LAKELAND, FL 1978-1989
Field supervision and management of new utility construction projects. Nature and Scope are 2-inch to 72-inch pipe of various types, pump stations, structures, and ancillaries.

RESUMÉ

EXPERIENCE: 25 YEARS OF SURVEYING / CONSTRUCTION EXPERIENCE
INCLUDING 18 YEARS OF FIELD EXPERIENCE
AND 3 YEARS OF PROJECT MANAGEMENT/PROJECT DESIGN

EDUCATION: LAKE GIBSON SENIOR HIGH SCHOOL, LAKELAND, FLORIDA
TRAVISS CAREER CENTER, LAKELAND, FLORIDA

CERTIFICATIONS: AUTOCAD CIVIL 3D - USING GIS MAP DATA IN CIVIL 3D ENVIRONMENT
AUTOCAD CIVIL 3D FOR SURVEYORS
AUTOCAD - LAND DEVELOPMENT LEVEL 1

WORK EXPERIENCE:

PROJECT DESIGNER, KILLEBREW, INC., LAKELAND, FL. **2014 - PRESENT**
Design, permitting, and construction management of capital improvements projects. Permitting/permit renewals of water and wastewater treatment facilities. Hydraulic modeling for capacity and water quality evaluations. Utilizing an array of different ideas, sources, supplied survey data, GIS data & PDF markups to produce highly informative and highly detailed final submittal drawings, record drawings and conceptual designs.

SURVEY CREW CHIEF/CAD DRAFTER, POLK COUNTY SURVEYING & MAPPING DEPT. **2011 - 2013**
Supervisor of a field crew, including reviewing design ideas and gathering field data to depict current field conditions. Boundary and Topographic surveys, multiple construction stakeout projects where field design ideas were implemented.

SURVEY CREW CHIEF/CAD DRAFTER, RAPID SURVEYING, INC., LAKELAND, FL. **2009 - 2011**
Project management for the preparation and the quality control for the timely completion on all projects. Insuring every detail from the completeness of the field data to assuring the quoted completion date is achieved. Construction computations and calculation of field data, reviewing for quality control on making for an error free project.

SURVEY CREW CHIEF/CAD DRAFTER, HAVE GUN WILL TRAVEL, LAKELAND, FL. **2001 - 2008**
Supervisor of a field crew, including reviewing design ideas and gathering field data to depict current field conditions. Boundary and Topographic surveys. Preparation of surveys and conceptual design drawings, including Boundary, Topographic, As-Built and ALTA surveys. Preparation of legal description and sketch and review of Title Commitment documentation.

SURVEY CREW CHIEF, ORDER A SURVEY, LAKELAND, FL. **1991 - 2000**
Company liaison and Project Manager for multiple projects assuring client requests are met and exceeded and in a timely manner. Daily review of project progress and weekly meetings with all personnel to assure timely project delivery. Some light drafting and calculations.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CGC1515807

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

THOMAS, WILLIAM CLIFFORD IV
KILLEBREW, INC.
2830 WINTER LAKE ROAD
LAKELAND FL 33803

ISSUED: 06/15/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1406150001555

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CUC1224160

The UNDERGROUND UTILITY & EXCAVATION CO
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

THOMAS, WILLIAM CLIFFORD IV
KILLEBREW, INC.
2830 WINTER LAKE ROAD
LAKELAND FL 33803

ISSUED: 06/15/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1406150001771

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CFC1428425

The PLUMBING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

THOMAS, WILLIAM CLIFFORD IV
KILLEBREW, INC.
2830 WINTER LAKE ROAD
LAKELAND FL 33803

ISSUED: 06/15/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1406150001288

State of Florida

Board of Professional Engineers

Attests that

Killebrew, Inc.

is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2017
Audit No: 228201701539

CA Lic. No:
8720

State of Florida

Board of Professional Engineers

Attests that

William Clifford Thomas IV, P.E.

Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2017
Audit No: 228201713104

P.E. Lic. No:
60664

POLK COUNTY LOCAL BUSINESS TAX RECEIPT
ACCOUNT NO. 170537 **CLASS: B** **EXPIRES: 9/30/2016**

OWNER NAME	LOCATION
THOMAS, WILLIAM C IV	2830 WINTER LAKE RD LAKELAND

BUSINESS NAME AND MAILING ADDRESS

KILLEBREW, INC

PO BOX 6258
LAKELAND, FL 33807-6258

CODE	ACTIVITY TYPE
230150	CONTRACTOR GENERAL
230190	CONTRACTOR PLUMBING
230290	CONTRACTOR UNDERGROUND UTILEXC
540190	PROFESSIONAL ENGINEER

PROFESSIONAL LICENSE (IF APPLICABLE)
CUC1224160
CFC1428425

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID-1207067-0003-0001 08/20/2015 08/20/2015 CFH 12 57.75

Jeff Atwater
CHIEF FINANCIAL OFFICER

Julius Halas
DIVISION DIRECTOR

Casia Sinco
BUREAU CHIEF

Keith McCarthy
SAFETY PROGRAM MANAGER

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF STATE FIRE MARSHAL
200 East Gaines Street - Tallahassee, Florida 32399-0342
Tel. 850-413-3644 Fax. 850-410-2467

CERTIFICATE OF COMPETENCY

OFFICIAL COPY

THIS CERTIFIES THAT: William C Thomas, IV
2830 Winter Lake Rd
Lakeland FL 33803

BUSINESS ORGANIZATION: Killebrew Inc.

Contractor V means a contractor whose business is limited to the execution of contracts requiring the ability to fabricate, install, inspect, alter, repair and service the underground piping for a fire protection system using water as the extinguishing agent beginning at the point of service as defined in the act and ending no more than 1 foot above the finished floor.

Issue Date:	07/01/2014
Type:	09
Class:	14
County:	Polk
License/Permit #:	197414-0001-2010
Expiration Date:	06/30/2016

Chief Financial Officer

ACTION BY UNANIMOUS WRITTEN CONSENT OF SHAREHOLDER'S AND DIRECTOR'S OF KILLEBREW, INC.

The undersigned, being the Shareholder's and Director's of the above-named Corporation, a Florida corporation, does hereby consent in writing to the adoption of the Following Resolution, taking said action in lieu of an annual meeting as provided by the Florida Statues:

RESOLVED AS FOLLOWS:

That the persons hereinafter named shall continue to serve in the following described offices, to serve in such capacities until their successors are elected at the next annual meeting and qualify:

President	William C. Thomas IV
Vice- President	James Dickerson
Secretary	Cindy D. Adamson
Treasurer	Cindy D. Adamson
Vice- President	Cindy D. Adamson

DATED: October 1, 2015

William C. Thomas IV
Shareholder & Director

James Dickerson
Shareholder & Director

Cindy D. Adamson
Shareholder & Director

State of Florida
Department of State

I certify from the records of this office that KILLEBREW, INC. is a corporation organized under the laws of the State of Florida, filed on May 22, 1989.

The document number of this corporation is K90178.

I further certify that said corporation has paid all fees due this office through December 31, 2015, that its most recent annual report/uniform business report was filed on January 22, 2015, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Tenth day of April, 2015

Ken Detzner

Secretary of State

Tracking Number: CU2984537908

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

E-Verify
Employment Eligibility Verification

Welcome Cindy Adamson | User ID CADA1602 | Last Login 01:08 PM - 02/04/2016 | Log Out

Click any ? for help

Home

New Case
View Cases
Search Cases

Edit Profile
Change Password
Change Security Questions

Edit Company Profile
Add New User
View Existing Users
Close Company Account

View Reports

View Essential Resources
Take Tutorial
View User Manual
Share Ideas
Contact Us

Company Information

Company Name: Killebrew, Inc. — View / Edit

Company ID Number: 368030
Doing Business As (DBA) Name:
DUNS Number: 087511572

Physical Location:

Address 1: 2830 Winter Lake Road
Address 2:
City: Lakeland
State: FL
Zip Code: 33803
County: POLK

Mailing Address:

Address 1: P O Box 6258
Address 2:
City: Lakeland
State: FL
Zip Code: 33807-6258

Additional Information:

Employer Identification Number: 592952542
Total Number of Employees: 20 to 99
Parent Organization:
Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION — View / Edit

Total Hiring Sites: 1 — View / Edit

Total Points of Contact: 1 — View / Edit

Job Number	Job Name	Job Status
ZBT001	BT#1-1997 FORD F350-RED&WHITE-SPARE	In Progress
ZBT004	1999 FORD F250 JB	In Progress
ZBT006	1997 FORD BOOM TRUCK-REHAB	In Progress
ZE0007	CAT D3B DOZIER S/N 24402119	In Progress
ZE0016	KOMATSU WA320 SN/A25002	In Progress
ZE0020	D-4C CAT LGP CRAWLER DOZIER S/N 2CJ00538	In Progress
ZE0021	WA320 LOADER S/N A25150	In Progress
ZE0022	1995 BOMAG ROLLER S/N 001527	In Progress
ZE0036	CAT 938G WHEEL LOADER S/N 6WS1623	In Progress
ZE0043	LAY-MOR SWEEPER TRACTOR	In Progress
ZE0044	ZE0044 VACTRON	In Progress
ZE0047	762A JOHN DEERE SCRAPER	In Progress
ZE0051	2004 JOHN DEERE 200LC EXCAVATOR	In Progress
ZE0054	WA250 WHEEL LOADER S/N A73555	In Progress
ZE0055	330C CAT HYDRALIC EXCAVATOR	In Progress
ZE0058	480 KOBELCO S/N YS06U0355	In Progress
ZE0059	135 KOBELCO	In Progress
ZE0060	135 KOBELCO S/N YH0302466	In Progress
ZE0062	WA200 DON	In Progress
ZE0063	WA200 WAYNE S/N 65080	In Progress
ZE0064	1997 T30 D VIBRATORY DRUM S/N 977005	In Progress
ZE0065	KOMATSU D31 CRAWLER S/N 50885	In Progress
ZE0066	WA320L-5 KOMATSU S/N 60675	In Progress
ZE0067	PC300LC-7L KOMATSU S/N A86723	In Progress
ZE0068	WB140-2N KOMATSU S/N A21387	In Progress
ZE0069	WB140 KOMATSU S/N 21827	In Progress

ZE0070		CAT 613B WATER WAGON	In Progress
ZE0071		KOMATSU HYD EXC PC78 S/N 6876	In Progress
ZE0072		KOMATSU WA70-5 S/N H50344	In Progress
ZE0074		938G CAT LOADER S/N CRD02508	In Progress
ZE0075		MASSEY FERGUSON TRACTOR	In Progress
ZE0076		CAT 420E BACKHOE LOADER S/N KMW0063	In Progress
ZE0077		MALA GEOSCIENCE EASY LOCATOR GPR	In Progress
ZE0078		2006 KOMATSU WA200-SL S/N 68420	In Progress
ZE0079		LAYMOR BROOM S/N 24815	In Progress
ZE0080		JOHN DEERE GATOR S/N W004X2X037577	In Progress
ZE0081		2002 LAY MOR 6HB BROOM S/N 26779002	
ZE0082	Intrac Corp.	2001 Komatsu PC75UU-3C S/N 20831	
ZE0083		PC40MR-1 MINI EXCAVATOR S/N 2873	
ZE0084		2008 CAT 420 BACKHOE S/N OKMW02382	
ZE0085		EZ GO WORK GOLF CART W/CAB & DOORS	
ZE0086		416B CAT BACK HOE S/N 85G13446	
ZE0088		2005 KOMATSU EXCAVATOR S/N 2147 PC78MR-6	
ZE0089		2007 NEW HOLLAND EH35 EXCAVATOR S/N N4TN60075	
ZE0090		2006/07 KOBELCO EXCAVATOR S/NYH03-02619	
ZE0091		2014 KOMATSU WA270-7 WHEEL LOADER S/N: A27056	
ZE0092		1998 LAYMOR 8B BROOM TRACTOR S/N: 26261-002	
ZE0093		GOLF CART CARRY ALL LONG BED	
ZE0094		2006 NEW HOLLAND B95 BACKHOE S/N: 31057814	
ZE0095		2006 KOBELCO 235SR S/N YU04-00921	
ZE0096		2011 Kobelco SK350LC Class Excavator YC08U2220	
ZE0097		2014 KOMATSU WA270-7 S/N A27096	
ZE0098		2004 Komatsu WA320-5L Loader A32170	
ZE0099		2004 Kobelco SK210LC YQ08-U1484	
ZE0100		2001 Kobelco SK135SRLC YH01-01082	

ZE0101	Vac Tron model # PMD800DTE	21119	Added Crosley Trailer 5/7/
ZE0102	2006 Laymor 8HC 3 Whl Sweeper	31754	
ZE0103	Komatsu WA320-5L Loader	A32435	Global Equip.
ZE0104	2010 Cat 246C High Flow Skid Steer Loader w/2016 AJLR 72"Rotary Skid Steer Broom w/Tomahawk 42" Skid Steer Forks	CAT0246CKJA No S/N No S/N	Ritchie Bros
ZE0105	2008 Lee-Boy L1000T Pneumatic Asphalt Paver	49414	Ritchie Bros
ZE0106	Wacker Roller 1.5 Ton Double Drum Smooth Ga:	20074336	United Rentals
ZE0107	Lay-Mor 6HB Broom Tractor completed w/Orops Cab, Water Tanks, Tow Bar all other std equip	26579-003	M&W Global Equip.
ZE0108			

19. 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 petition.

None

20. 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

21. 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

22. Bank References (include name, job title, and telephone number of contact person) – Minimum 1

See Attached

23. Annual Average Services Revenue of the Proposer for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	100%
b.	Non-Governmental Related Work	0%
	Total Work (a +b):	100%

Services Revenue Index Number

1.	Less than $100,000	10%
2.	$100,000 to less than $250,000	10%
3.	$250,000 to less than $500,000	10%
4.	$500,000 to less than $1 million	60%
5.	$1 million to less than $2 million	10%
6.	$2 million to less than $5 million	10%
7.	$5 million to less than $10 million	0%
8.	$10 million to less than $25 million	0%
9.	$25 million to less than $50 million	0%
10.	$50 million or greater	0%

BANK REFERENCES

Platinum Bank
724 S. Florida Ave.
Lakeland, FL 33801
Contact: Ruth Marsh
Phone: 863-616-1234
Fax: 863-327-8795
Acct.# 0212542001

Mid Florida Credit Union
129 S. Kentucky Ave. Ste.500
Lakeland, FL 33801
Contact: Jessica Minter
Phone: 863-616-2168
Credit Fax: 863-616-2183
Acct.# 443117

TRADE REFERENCES

Godwin Pumps of America, Inc.
P O Box 191
Bridgeport, NJ 08014
Phone: 856-467-3636
Fax: 856-467-7025

Ferguson Underground
7816 Professional Place
Tampa, FL 33637
Phone: 800-456-1488
Fax: 813-988-6853

Barney's Pump
P. O. Box 3259
Lakeland, FL 33802-3259
Phone: 863-665-8500
Fax: 863-666-3858

24. 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 such 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 such 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 Pipe	Performance
Fittings	Union Tyler
Valves	American

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 _____ (Signature)

William C Thomas IV - President

Date 4/20/16

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

CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature

William C Thomas IV - President

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

Drug Free Workplace Policy Statement

Killebrew, Inc. (Killebrew) strives to maintain a safe, productive drug-free work environment. Killebrew considers the use of alcohol or drugs on the job to be an unsafe and counterproductive work practice. The abuse of drugs and alcohol is seen as a serious threat not only to Killebrew staff and customers but to the entire community.

Killebrew, Inc. has written and implemented a Drug Free Workplace program in compliance with Florida Workers Compensation Rule 38-F9, Florida Statues 440.101 and 440.102, and the Federal Drug Free Workplace act of 1988. Employee drug testing and referral for counseling procedures have been implemented along with provisions for supervisory and employee substance abuse education.

Killebrew has established the following policy with regard to the use, possession, or sale of illegal drugs or the abuse of alcohol. Substance abuse includes possession, use, purchase or sale of illegal drugs on Killebrew premises (including parking lots). It is against Killebrew policy to report to work or to undertake work under the influence of drugs or alcohol. This includes prescriptions drugs which induce an unsafe mental or physical state. The use, sale, purchase, possession, manufacture, distribution or dispensation of controlled substances (illegal drugs) on Killebrew property or work sites is against the law and Killebrew policy and is cause for immediate discharge.

An employee reporting for work visible impaired and/or unable to properly perform required duties will not be allowed to work. If possible, the supervisor noticing the impairment will first seek another supervisor's opinion of the employee's condition. The supervisor will then consult privately with the employee to determine the cause of the observation. Including whether substance abuse has occurred. If, in the opinion of the supervisor(s) , the employee is considered impaired but not under the influence of illegal drugs or alcohol, the employee will be sent home or to a medical facility by taxi or other safe transportation alternative, depending on the determination of the observed impairment, accompanied by the supervisor or another employee, if possible or necessary. If, however, in the opinion of the supervisor(s) reasonable suspicion exists to indicate the impairment is a result of the use of illegal drugs or alcohol, the employee will be asked to submit to a drug and/or alcohol test, transported to the designated drug screen collection site/medical facility, and then transported home if necessary. An impaired employee will not be allowed to drive.

Killebrew, Inc. maintains a Drug Free Workplace for the protection of all employees, customers, clients, and the business as an entity. Florida law provides for a denial of Workers' Compensation medical and indemnity benefits for employees, who are injured while working and subsequently have a positive drug test result. [Florida Statute 400.102 and W.C. Rule 38F-9]. Additionally, an employee who refuses to undergo post-accident drug testing will be denied Workers' Compensation medical and indemnity benefits [W.C. 38F-9]. An employee having a positive drug test result will also seriously jeopardize his/hers eligibility for Unemployment Compensation benefits.

Supervisors will counsel an employee whenever they see changes in performance that suggest an employee has a problem. The supervisor will suggest that the employee seek help with the problem through Killebrew Employee Assistance Program. – ASAP – Alcohol & Substance Abuse Prevention Programs - 800-329-6334

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)
:
County of Polk)

William C Thomas IV, being first duly sworn, deposes and says that:

1) He is President of Killebrew, Inc,
(Title) (Name of Corporation or Firm)
the bidder that has submitted the attached bid:

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

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

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

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

(Signed) William C Thomas IV

(Title) President

Subscribed and sworn to before me
This 20th day of April, 2018

My commission expires 12/25/17

NOTARY PUBLIC STATE OF FLORIDA
DENISE HENDERSON
MY COMMISSION #FF078917
EXPIRES December 25, 2017
(407) 398-0153 FloridaNotaryService.com

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

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF ~~PALM~~ Polk 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
William C Thomas IV - President

Sworn and subscribed before me
this 20th day of April, 20 16

Printed Information:

William C Thomas IV
NAME

President
TITLE

Denise Henderson
NOTARY PUBLIC, State of Florida
at Large Denise Henderson

DENISE HENDERSON
MY COMMISSION #FF078917
EXPIRES December 25, 2017
(407) 398-0153 FloridaNotaryService.com

Killebrew, Inc.
COMPANY

"OFFICIAL NOTARY SEAL" STAMP

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TRENCH SAFETY ACT
AFFIDAVIT

On October 1, 1990, House Bill 3183, known as the Trench Safety Act became law. This incorporates the Occupational Safety & Health Administration (OSHA) revised excavation safety standards, citation 29 CFR.S.1926.650, as Florida's own standards.

The Proposer, by virtue of its signature below, affirms that it is aware of this Act, and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by the Contractor and its subcontractors.

The proposer is also obligated to identify its anticipated method and cost of compliance with the applicable trench safety standards.

PROPOSER ACKNOWLEDGES THAT INCLUDED IN THE VARIOUS ITEMS OF THE PROPOSAL AND IN THE TOTAL BID PRICE ARE COSTS FOR COMPLYING WITH THE FLORIDA TRENCH SAFETY ACT (90-96 LAWS OF FLORIDA). THESE ITEMS ARE A BREAKOUT OF THE RESPECTIVE ITEMS INVOLVING TRENCHING AND WILL NOT BE PAID SEPARATELY. THEY ARE NOT TO BE CONFUSED WITH BID ITEMS IN THE SCHEDULE OF PRICES, NOR BE CONSIDERED ADDITIONAL WORK.

IN ORDER TO BE CONSIDERED RESPONSIVE, THE PROPOSERS MUST COMPLETE* THIS FORM, I.E. IDENTIFY THE COSTS AND METHODS SUMMARIZED BELOW, SIGN AND SUBMIT IT WITH THEIR BID DOCUMENTS.

Killebrew, Inc.
Name of Proposer

Authorized Signature of Proposer
William C Thomas IV - President

*COMPLETION REQUIRES PROPOSERS TO FILL IN THE APPROPRIATE DETAILS UNDER THE FOLLOWING HEADINGS:

Description	Unit	Quantity	Unit Price	Extended Price	Method
Trench Box	EA	5	1500.00	7500.00	Trench box for shielding
					Shoring

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SAFETY PROGRAM COMPLIANCE

Safety is a high priority in the conducting of business in the City of Boynton Beach. Preference shall be given to contractors with an established safety program following O.S.H.A. guidelines, and documented results establishing a safe working environment.

1. Bidder shall provide a copy of the Safety Program(s) to be in effect for the duration of the Contract (attach to the back of this form).

2. The City reserves the right to conduct periodic safety inspections of the contractor, subcontractor, employees, agents, etc. throughout the duration of the Contract.

3. The City reserves the right to terminate the Contract where it is determined that the contractor or subcontractor is in non-compliance of the safety terms, regulations or requirements established by O.S.H.A. or the State.

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

AUTHORIZED SIGNATURE

William C Thomas I V - President

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WARRANTIES

In consideration of, and to induce the Award of **THE CITY OF BOYNTON BEACH, FLORIDA,** Construction Contract described in these Bid Documents, the Contractor represents and warrants to the City of Boynton Beach, Florida:

1. The Contractor is financially solvent and sufficiently experienced and competent to perform all of the work required of the Contractor in the Construction Contract; and

2. That the facts stated in the Contractor's Bid and information given the Contractor pursuant to the request or proposal for Bids, instructions to Contractors and Specifications are true and correct in all respects; and

3. That the Contractor has read and complied with all of the requirements set forth in the request for Bids, instructions to Contractors and Specifications; and

4. That the Contractor warrants all materials supplied by it under the terms of the Construction Contract are delivered to the City of Boynton Beach, Florida, free from any security interest, and other lien, and that the Contractor is a lawful owner having the right to sell the same and will defend the conveyance to the City of Boynton Beach, Florida, against all persons claiming the whole or any part thereof; and

5. That the materials supplied to the City of Boynton Beach, Florida, under the Construction Contract are free from the rightful claims of any persons whomsoever, by way of patent or trademark infringement or the like; and

6. That the materials supplied under the Construction Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and

7. That the materials supplied under the Construction Contract are free from defects in materials and workmanship under normal use and service and that any such materials found to be defective shall be replaced by the Contractor as per the attached Warranty.

8. That the materials supplied pursuant to the Construction Contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the material will continue to be fit for such purposes for the warranty period after delivery, provided that the City shall give the Contractor notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, where upon the Contractor shall be allowed a reasonable time after receipt of such notice to correct the defect and the City agrees to cooperate in this regard. If the materials cannot be made to fulfill the Contract within the warranty period the Contractor will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason at this warranty of fitness; and

9. That this Warranty is included in exposures for which the Contractor has products liability and completed operations insurance, in minimum amounts of One Hundred Thousand ($100,000.00) Dollars for property damage and Three Hundred Thousand ($300,000.00) Dollars for personal injury as shown on the Certificates of such insurance attached hereto, and the Contractor agrees to keep such insurance coverage during the period of this Warranty; and

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10. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the City in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Contractor, and in accordance with the Contractor's recommendations, a copy of which has either been supplied to the City of Boynton Beach should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this Warranty, the City of Boynton Beach, Florida, agrees to present such records to the Contractor upon request in the event of a claim hereunder by the City;

11. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and

12. That it is agreed and understood by the Contractor that the City of Boynton Beach, Florida, is induced to enter the Construction Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this 20th day of April, 2016.

(SEAL)

CONTRACTOR:

By _____
William C Thomas IV - President

ATTEST:

_____
Secretary Cindy Adamson

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CONFIRMATION OF MINORITY OWNED BUSINESS

This 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? No

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

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SCHEDULE OF SUBCONTRACTING/MINORITY BUSINESS ENTERPRISE (MBE/WBE) PARTICIPATION

BIDDERS ARE TO SUBMIT A DETAILED LISTING OF ANY SUBCONTRACTOR(S) PARTICIPATION OF ANY PORTION OF THIS PROJECT FOR ANY REASON.

BID TITLE: RE-BID FOR PRE-CHLORINATED PIPE BURSTING OF POTABLE WATER MAINS BID No. 036-2821-16/TP

MAIN CONTRACTOR NAME: Killebrew, Inc.

*MINORITY TYPES: (1) BLACK; (2) HISPANIC; (3) WOMEN; (4) OTHER (specify)

NAME/ADDRESS/ PHONE OF SUBCONTRACTOR	TYPE OF WORK TO BE PERFORMED	MINORITY STATUS 4 Yes	MINORITY STATUS 4 No	MINORITY TYPE *(see key above)	MINORITY CERTIFIED 4 Yes	MINORITY CERTIFIED 4 No	DOLLAR AMOUNT	% OF TOTAL
Larson's Grading & Paving 3655 US Hwy 17 N Bartow, FL 33830 863-533-1155	Paving		X				Unknown	Unkown
North Point Land Surveying PO Box 804 Lakeland, FL 33802 863-648-2363	Surveying		x				Unkown	Unknown

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PALM BEACH COUNTY INSPECTOR GENERAL
ACKNOWLEDGMENT

BID No.: 036-2821-16/TP

RE-BID FOR THE PRE-CHLORINATED PIPE BURSTING OF POTABLE WATER MAINS

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.

Killebrew, Inc.
CONTRACTOR NAME

By _____

William C Thomas IV

Title: President

Date: 4/20/16

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ACKNOWLEDGEMENT OF ADDENDUM No.1

"RE-BID FOR THE PRE-CHLORINATED PIPE BURSTING OF POTABLE WATER MAINS"

BID NO.: 036-2821-16/TP

ADDENDUM No. 1

RESPONDENT MUST SIGN, DATE AND INCLUDE THIS "ACKNOWLEDGEMENT OF ADDENDUM No. 1" WITH BID PACKAGE IN ORDER FOR BID SUBMITTAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

NAME OF COMPANY: Killebrew, Inc.

Denise Henderson
PRINT NAME OF REPRESENTATIVE

SIGNATURE OF REPRESENTATIVE

4/13/16
DATE

SCANDINAVIAN TRENCHLESS CENTRE

SVENSTRUP.DK APRIL 03

This cerificate confirms that the company and authorized employees have beer trained on the following:

- T40 Pipeburster
- T120 Pipeburster

Company:

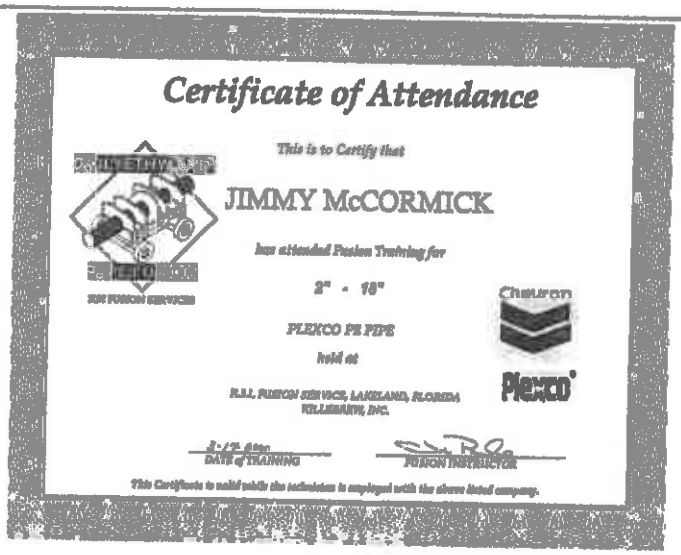
Killebrew, Inc.

4245 Drane Field Road

Lakeland, FL 33807-6268, USA

Date:

06/24/03



Certificate of Completion

Rich Bushart Killebrew Inc.

For successful completion of HDPE Butt Fusion Training. Training included the proper operation of fusion equipment using the PE Pipe Manufacturer's qualified procedures.

FERGUSON Industrial Plastics

Date Issued 08/11/2006

Randy Conrad

Certificate of Completion

Jimmy McCormick Killebrew, Inc.

For successful completion of HDPE Butt Fusion Training. Training included the proper operation of fusion equipment using the PE Pipe Manufacturer's qualified procedures.

FERGUSON Industrial Plastics

Date Issued 08/11/2006

Randy Conrad

Certificate of Completion

Chuck Eisenhauer, Killebrew, Inc.

For successful completion of HDPE Butt Fusion Training. Training included the proper operation of fusion equipment using the PE Pipe Manufacturer's qualified procedures.

FERGUSON Industrial Plastics

Date Issued 08/11/2006

Randy Conrad

Certificate of Completion

Ismael Lopez

For successful completion of HDPE Butt Fusion Training. Training included the proper operation of fusion equipment using the PE Pipe manufacture's qualified procedures.

FERGUSON Industrial Plastics

Date Issued 6/12/09

Terry Nance

Instructor

Certificate of Completion

Jose Luis Martinez

For successful completion of HDPE Butt Fusion Training. Training included the proper operation of fusion equipment using the PE Pipe manufacture's qualified procedures.

FERGUSON Industrial Plastics

Date Issued 6/12/09

Terry Nance

Instructor

Certificate of Completion

Juan C. Juarez

For successful completion of HDPE Butt Fusion Training. Training included the proper operation of fusion equipment using the PE Pipe manufacture's qualified procedures.

FERGUSON Industrial Plastics

Date Issued 6/12/09

Terry Nance

Instructor

Certificate of Completion

Justin Biser

For successful completion of HDPE Butt Fusion Training. Training included the proper operation of fusion equipment using the PE Pipe manufacture's qualified procedures.

FERGUSON Industrial Plastics

Date Issued 6/12/09

Terry Nance

Instructor

Certificate of Completion

Rodney White

For successful completion of HDPE Butt Fusion Training. Training included the proper operation of fusion equipment using the PE Pipe manufacture's qualified procedures.

FERGUSON Industrial Plastics

Date Issued 6/12/09

Terry Nance

Instructor

Certificate of Completion

Jose Juan Urcino

For successful completion of HDPE Butt Fusion Training. Training included the proper operation of fusion equipment using the PE Pipe manufacture's qualified procedures.

FERGUSON Industrial Plastics

Date Issued 6/12/09

Terry Nance

Instructor

Certificate of Completion

Willie Burton

For successful completion of HDPE Butt Fusion Training. Training included the proper operation of fusion equipment using the PE Pipe manufacture's qualified procedures.

FERGUSON Industrial Plastics

Date Issued 6/12/09

Terry Nance

Instructor

Certificate of Completion

Manuel Bustos

For successful completion of HDPE Butt Fusion Training. Training included the proper operation of fusion equipment using the PE Pipe manufacture's qualified procedures.

FERGUSON Industrial Plastics

Date Issued 6/12/09

Terry Nance

Instructor

Killebrew Inc. states that all employees who will be working on this project have been trained and are qualified to perform prechlorination procedures. Killebrew Inc. further states that all employees who will be working on this project have been medically cleared to work on restricted projects and have been trained in the latest hygienic procedures.

Killebrew, Inc.
P.O. Box 6258
Lakeland, FL. 33807

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/5/2018

REQUESTED ACTION BY COMMISSION: Authorize utilizing the Palm Beach County Bid #17-005/ZG for Landscape Installation with A Cut Above Landscape & Maintenance, Inc. of Loxahatchee, FL for Public Works Forestry & Grounds Division to salvage and relocate existing trees and palms located within the Town Square project for an amount not to exceed $120,000. Palm Beach County's procurement process satisfies the City's competitive bid requirements.

EXPLANATION OF REQUEST:
Term Contract Period: February 7, 2018 - February 6, 2019

On March 13, 2018, the City Commission approved the Town Square master development agreement for the construction of a city hall, library, police headquarters, fire station, central energy plant, open space, playground, and related infrastructure improvements.

The Forestry and Grounds Division has come up with a plan to preserve valuable trees and palms by relocating them from within the Town Square project area to various City Parks and Facilities.

A sample of the potential relocation sites include, but are not limited to:

Intracoastal Park
Boynton Beach Memorial Cemetery
Meadows Park
Boynton Lakes Park
Pence Park
Hester Park
Sims Center

Staff is looking to relocate approximately one hundred (100) various size trees and palms. The selected trees and palms are based on the health of the tree, species, access to current location, and its representative value.

For example:

- The average cost to relocate one (1) large royal palm tree is approximately $2,000 dollars.
- The average cost to purchase and install one (1) new large royal palm tree is approximately $4,000 dollars.

Relocation of the existing trees and palms will commence in late June 2018 and will be completed prior to commencement of demolition in September 2018.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
During the year, the Forestry and Grounds Division replenishes the foliage in our City Parks and around City Buildings as part of our annual maintenance. In addition, the relocation of the existing trees will replace many of the trees and palms lost from the recent hurricane while improving our ecosystem.

Relocating the existing trees and palms from within the Town Square project area will also reduce the City's landscape acquisition costs and aid with the beautification of City's parks and facilities.

FISCAL IMPACT: Budgeted The Forestry and Grounds Division has remaining FY 17/18 budget dollars left to cover the salvage and relocation of existing trees and palms in account #001-2730-572-46-98.

ALTERNATIVES:
Do not salvage existing trees and palms and move forward with acquisition of new landscape material from nurseries.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: Yes

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: A Cut Above Landscape and Irrigation Company

START DATE: 2/7/2018

END DATE: 2/6/2019

CONTRACT VALUE:

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?: Yes

EXTENSION EXPLANATION:

Option to renew for four (4) additional twelve (12) month period(s).

ATTACHMENTS:

	Type	Description
🗋	Contract	Palm Beach County Contract

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

Palm Beach County Board of County Commissioners

Melissa McKinlay, Mayor

Mack Bernard, Vice Mayor

Hal R. Valeche

Paulette Burdick

Dave Kerner

Steven L. Abrams

Mary Lou Berger

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

printed on recycled paper

Form L

January 23, 2018

A Cut Above Landscape & Maintenance, Inc.
Jeannine Ngwira
14095 43rd Road North
Loxahatchee, FL 33470

TERM CONTRACT #17005A

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for Landscape Installation at Various Locations based on:

[X] OTHER: Lot #2

The term of this contract is 02/07/2018 through 02/06/2019, and has an estimated dollar value of $2,545,475, inclusive of all vendors awarded.

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

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

If you have any questions, please contact Marva Brown at mbrown@pbcgov.org or (561) 616-685.

Sincerely,

Kathleen M. Scarlett
Director

c: Countywide
File

Board of County Commissioners

Mary Lou Berger, Mayor
Hal R. Valeche, Vice Mayor
Paulette Burdick
Shelley Vana
Steven L. Abrams
Melissa McKinlay
Priscilla A. Taylor

County Administrator

Verdenia C. Baker

Purchasing Department
www.pbcgov.org/purchasing

BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
BID #17-005/ZG

LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT

BID SUBMISSION DATE: NOVEMBER 17, 2016 AT 4:00 P.M.

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department at (561) 616-6800.

BIDDERS SHALL PROVIDE A RESPONSE IN A SEALED PACKAGE OR CONTAINER SIGNED BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.

Protests can be accepted only during the five (5) business day posting period.

C A U T I O N

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our VSS system. It is the vendor's sole responsibility to routinely check our VSS system for any amendments that may have been issued prior to the deadline for receipt of bids.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from our VSS system or obtained directly from the Purchasing Department.

**In accordance with the provisions of ADA,
this document may be requested in an alternate format.**

**50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199
(561) 616-6800 FAX: (561) 616-6811**

BOARD OF COUNTY COMMISSIONERS
Palm Beach County
INVITATION FOR BID

BID #17-005/ZG	BID TITLE: LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT	
PURCHASING DEPARTMENT CONTACT: ZULMA GASCA		TELEPHONE NO.: (561) 616-6848
FAX NO.: (561) 242-6748	E-MAIL ADDRESS: zgasca@pbcgov.org	

All bid responses must be received on or before November 17, 2016, prior to 4:00 p.m., Palm Beach County local time. **SUBMIT BID TO**: Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and / or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the purpose and intent of this solicitation to secure bids for item(s) and / or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this Invitation for Bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response prior to the published bid submission time. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The obligations of Palm Beach County under this award are subject to the availability of funds lawfully appropriated for its purpose.

2. LEGAL REQUIREMENTS

a. **COMPLIANCE WITH LAWS AND CODES**: Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA, and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

Any toxic substance provided to the County as a result of this solicitation or resultant contract shall be accompanied by its Safety Data Sheet (SDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

b. **DISCRIMINATION PROHIBITED**: Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, the successful bidder warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information. Per Resolution R-2014-1421, as may be amended, the successful bidder shall comply with the requirements set forth in Section 3.n. hereinbelow.

c. **INDEPENDENT CONTRACTOR RELATIONSHIP**: The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE**: Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and

subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as amended. In October 2013, compliance with the requirements of the U. S. Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The bidder is solely responsible for understanding the financial, schedule, and / or staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE / FBI fees that shall be paid by the County.

e. **PUBLIC ENTITY CRIMES**: F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "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 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 may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

f. **NON-COLLUSION**: Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and / or debarment or suspension from doing business with Palm Beach County.

g. **LOBBYING**: Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date / time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication, i.e., facsimile, e-mail or U.S. mail. Violations of the "Cone of Silence" are punishable by a fine of $250.00 per violation.

h. **CONFLICT OF INTEREST**: All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.

i. **SUCCESSORS AND ASSIGNS**: The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

j. **INDEMNIFICATION**: Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and / or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and / or resultant contract.

k. **PUBLIC RECORDS, ACCESS AND AUDITS**: Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential. All submitted information that the responding bidder believes to be confidential and exempt from disclosure (i.e., a trade secret, etc) must be specifically identified as such. Upon receipt of a public records request for information the bidder has designated as a trade secret or as otherwise exempt from Section 119.07, F.S., a determination will be made whether the identified information is, in fact, confidential.

The bidder shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the Bidder's place of business.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Bidder: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the Bidder shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Bidder is specifically required to:

1. Keep and maintain public records required by the COUNTY to perform services provided under this Contract.
2. Upon request from the COUNTY's Custodian of Public Records ("County's Custodian") or COUNTY's representative/liaison, on behalf of the County's Custodian, provide the COUNTY 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 or as otherwise provided by law. The Bidder further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
3. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Bidder does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
4. Upon completion of the Contract, the Bidder shall transfer, at no cost to the COUNTY, all public records in possession of the Bidder unless notified by COUNTY's representative/liaison, on behalf of the County's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the Bidder transfers all public records to the COUNTY upon completion of the Contract, the Bidder shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the Contract, the Bidder shall meet all applicable requirements for retaining public

records. All records stored electronically by the Bidder must be provided to the COUNTY, upon request of the County's Custodian or the COUNTY's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Bidder acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the Bidder to comply with the requirements of this Section, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

l. **INCORPORATION, PRECEDENCE, JURISDICTION**: This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.

m. **LEGAL EXPENSES**: The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

n. **NO THIRD PARTY BENEFICIARIES**: No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and / or successful bidder.

o. **SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN $1 MILLION)**: As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance of this Invitation for Bid, the BIDDER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, , or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by BIDDER, the resulting Contract from this Invitation for Bid may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

3. **BID SUBMISSION**

a. **SUBMISSION OF RESPONSES**: **All bid responses must be submitted on the provided Invitation for Bid "Response" Form.** Bid responses on vendor letterhead / quotation forms shall not be accepted. **Responses must be typewritten, written in ink or a photocopy** and must be signed by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.

b. **CERTIFICATIONS, LICENSES AND PERMITS**: Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

c. **SBE BID DOCUMENT LANGUAGE**

Item 1 – Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any

continued discrimination in the market.

Item 2 – SBE Goals
The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

Item 3 – Ranking of Responsive Bidders
Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement.

a. In evaluating competitive bids or quotes between $1,000 and one million dollars ($1,000,000) where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement as long as the bid does not exceed the low bid amount by 10%. In the event there are no bidders responsive to the SBE requirement, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%).

b. In evaluating bids in excess of one million dollars ($1,000,000), where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars ($100,000) plus three percent (3%) of the total bid in excess of one million dollars ($1,000,000). In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars ($100,000) plus three percent (3%) of the total bid in excess of one million dollars ($1,000,000).

Item 4 – Bid Submission Documentation
SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by any SBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

Schedule 1 – List of Proposed SBE and M/WBE Participation
This list shall contain the names of the SBE Prime SBE and subcontractors intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors.

(Only Job Order Contracting (JOC) contracts and Task Authorizations for annual contracts may be excluded from this requirement.)

Schedule(s) 2 – Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor
A Schedule 2 shall be completed by the SBE Prime. A Schedule 2 shall be completed and signed by the proposed SBE subcontractor listed on Schedule 1. SBE Primes and SBE Subcontractors shall specify the type of work to be performed, the cost and / or percentage. If the SBE intends to subcontract any portion of the job to another certified SBE, or non-SBE, they are required to list the amount and the name of the subcontractor on this form. The Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor. Additional sheets may be used as needed. In lieu of a Schedule 2, a detailed responsive proposal may be acceptable.

Item 5 – SBE Certification
Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY**. It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the on-line Vendor Directory at www.pbcgov.org/osba to verify SBE certification.

Item 6 – Counting SBE Participation (and M/WBE Participation for Tracking Purposes)

a. Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the County or the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE. Prior to issue, total dollar value of a contract will be determined by the PBC user department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts.

b. The County may count toward its SBE goals the total value of a contract awarded to an eligible SBE firm that subsequently is decertified or whose certification has expired after a contract award date or during the performance of the contract.

c. The County or Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.

d. The County or Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

e. The County or Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier / distributor that produces goods from raw materials or substantially alters the goods before resale).

f. The County or Prime may count sixty percent (60%) of its expenditure to SBE suppliers / distributors that are not manufacturers.

g. The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor.

h. The County or Prime may only count toward its SBE goal the goods and services in which the SBE is certified and performs with its own forces.

Item 7 – Responsibilities After Contract Award

Schedule 3 – SBE-M/WBE Activity Form
This form shall be submitted by the prime contractor with each payment application when SBE subcontractors are utilized in the performance of the contract. This form shall contain the names of all SBE subcontractors, specify the subcontracted dollar amount for each subcontractor and show amount drawn and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

Schedule 4 – SBE-M/WBE Payment Certification
A Schedule 4 for each SBE sub shall be completed and signed by the proposed SBE after receipt of payment from the Prime. If a SBE subcontractor intends to disburse any funds

associated with this payment to any subcontractor for labor provided on this contract, the amount and name of the subcontractor must be listed on this form. In addition, if the named subcontractor is a certified SBE, then a Schedule 4 shall be completed and signed by the named SBE after receipt of payment from the SBE subcontractor. When applicable, the Prime shall submit this form with each application submitted to the County for payment to document payment issued to a sub in the performance of the contract.

All bidders hereby assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

Item 8 – SBE Substitutions
After contract award, the successful bidder will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA.

d. **LOCAL PREFERENCE ORDINANCE**: In accordance with the Palm Beach County Local Preference Ordinance, a preference may be given to (1) bidders having a permanent place of business in Palm Beach County or (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.

1. Glades Local Preference: Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a non-Glades business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining local preference.
2. Local Preference: Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local business; all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining local preference.
3. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation / Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation / Invitation for Bid. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. The Palm Beach County Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder / proposer to not receive a local preference.

e. **DRUG FREE WORKPLACE CERTIFICATION**: In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.

f. **CONDITIONED OFFERS**: Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

g. **PRICING**:

1. Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
2. The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
3. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
4. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid submission to allow for evaluation and award.
5. Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
6. In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED BY THE BIDDER PRIOR TO BID SUBMISSION. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**
7. Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.

h. **SUBMITTING NO BID or NO CHARGE**: Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid". If some items are to be offered at no charge, bidders should mark those items as "no charge". Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly.

i. **ACCEPTANCE / REJECTION OF BIDS**: Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Palm Beach County reserves the right to reject any offer or bid

if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

j. **NON-EXCLUSIVE**: The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.

k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES**: Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

l. **PERFORMANCE DURING EMERGENCY**: By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with the County.

m. **SALES PROMOTIONS / PRICE REDUCTIONS**: Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County. Additionally, anytime after award, the successful bidder may offer a reduced price which shall remain in effect for the duration of the contract.

n. **SUCCESSFUL BIDDER NON-DISCRIMINATION POLICY**: The successful bidder shall perform the following and shall use the attached form "Non-Discrimination Policy" in order to do the same:

1. Submit to Palm Beach County a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy of Palm Beach County as set forth in Section 2.b. hereinabove; **OR**

2. In the event that the successful bidder **does not** have a written non-discrimination policy, the successful bidder shall sign and submit to Palm Beach County a statement affirming that its non-discrimination policy is in conformance with Palm Beach County's non-discrimination policy as provided in Palm Beach County Resolution R-2014-1421, as may be amended.

The successful bidder shall satisfy the requirements set forth in this Section 3.n. prior to execution of a contract with Palm Beach County and within a time frame specified by Palm Beach County (normally within 2 working days of request). The successful bidder's failure to satisfy the requirements set forth in this Section 3.n. shall render its bid non-responsive. It is the responsibility of the successful bidder to maintain a non-discrimination policy that conforms with the County's policy as set forth in Section 2.b. hereinabove throughout the term of the contract. Failure to meet this requirement shall be considered a default of contract.

4. BID SUBMISSION TIME / AWARD OF BID

a. **OBSERVING THE PUBLISHED BID SUBMISSION TIME**: **The published bid submission time shall be scrupulously observed.** It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid submission time. Any bid delivered after the precise published time of bid submission shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid submission time.

b. **POSTING OF AWARD RECOMMENDATION**: Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at www.pbcgov.org/purchasing prior to final approval, and shall remain posted for a period of five (5) business days. The official posting on the Purchasing Department website shall prevail if a discrepancy exists between the referenced listings.

c. **PROTEST PROCEDURE**: Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to (561) 242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

5. CONTRACT ADMINISTRATION

a. **DELIVERY AND ACCEPTANCE**: Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

b. **FEDERAL AND STATE TAX**: Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials.

c. **PAYMENT**: In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the successful bidder's bid; must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService

Successful bidders **shall** send **ALL ORIGINAL** invoices to the following address and **may** send copies of invoices to the Palm Beach County Department requesting the goods/services. Invoices submitted on carbon paper shall not be accepted.

PALM BEACH COUNTY
FINANCE DEPT.
P.O. BOX 4036
WEST PALM BEACH, FL 33402-4036

Payment shall be made by the County after goods / services have been received, accepted and properly invoiced as indicated in the contract and / or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.

Note: Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program. For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at pbcpaymentmgr@mypalmbeachclerk.com or 561-355-3295.

d. **CHANGES**: The Director of Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.

e. **DEFAULT**: The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this contract in whole or in part because of default of the successful bidder, the County may procure goods and / or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience".

f. **TERMINATION FOR CONVENIENCE**: The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and / or subcontracts related to the terminated work.

g. **REMEDIES:** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

6. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS**: Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

7. **BUSINESS INFORMATION**: If bidder is a Joint Venture for the goods / services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

THIS IS THE END OF "GENERAL CONDITIONS"

SPECIAL CONDITIONS

8. GENERAL / SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

9. PRE-BID CONFERENCE (MANDATORY)

All interested parties/bidders are **required** to attend a pre-bid conference which is scheduled to be held at Palm Beach County Purchasing Department, 50 South Military Trail, Conference Room 1N-142, West Palm Beach, Florida 33415 on November 2, 2016 commencing at 10:00 A.M.

At this time, the County's representative will be available to answer questions relative to this Invitation for Bid (IFB). Any suggested modifications may be presented in writing to, or discussed with the County's representative(s) as possible amendments to the Invitation for Bid. **THE BIDDER'S FAILURE TO ATTEND THIS CONFERENCE SHALL RESULT IN DISQUALIFICATION OF THEIR BID.**

All interested parties/bidders shall sign an attendance sheet. The attendance sheet will be collected at 10:10 A.M. (10 minutes after stated start time) local time. Those arriving after the attendance sheet has been collected shall be considered as not in attendance for purposes of the mandatory pre-bid conference.

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least three days notice.

10. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

A. List a minimum of three (3) currently active references in which similar goods and/or services have been provided within the past three (3) years including scope of work, contact names, addresses, e-mail addresses, telephone numbers and dates of service on the attached reference sheet included herein. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.

B. Provide a list of equipment and facilities available to do the work.

11. CRIMINAL HISTORY RECORDS CHECK

This solicitation includes sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), and Resolution R-2003-1274, as amended. County staff representing the User County Department will contact the recommended awardee(s) and provide specific instructions for meeting the requirements of this Ordinance. This provision applies to and must be adhered to by all vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering critical facilities or criminal justice information facilities.

Individuals passing the background check will be issued a badge. Contractor shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract work and return them to the County. If the contractor or its subcontractor terminates an employee who has been issued a badge, the Contractor must notify the County within two (2) hours. At the time of termination, the contractor shall retrieve the badge and return it to the County in a timely manner. The County reserves the right to suspend any Contractor that; 1) does not comply with the requirements of County Code Section 2-371 through 2-377 as amended; 2) does not contact the County regarding a terminated contractor employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

12. CRIMINAL HISTORY RECORDS CHECK (Palm Beach International Airport)

All individuals working at the Palm Beach International Airport ("PBIA") must pass a Criminal History Records Check ("CHRC"). Each individual requesting unescorted access authority onto the PBIA Security Identification Display Area ("SIDA"), Sterile Area and the Air Operations Area ("AOA"), will be required to submit to a finger-print based CHRC that does not disclose that the individual has a disqualifying criminal offense as defined in 49 CFR 1542.209. When determining if an individual will be granted unescorted access, the Department of Airports' Security Office ("Airport Security Office") will apply the regulations set forth in 49 CFR 1542 and any directives, policies or procedures established by the Transportation Security Administration thereunder. Fingerprinting will be conducted electronically by the Airport Security Office and submitted to the FBI after being reviewed by the designated clearinghouse.

The successful bidder shall be responsible for payment of all applicable fees related to the CHRC, including, but not limited to, fingerprinting and badge fees. All badges must be returned to the Airport Security Office upon termination of services or removal of any employees due to a security violation. The Transportation Security Administration will take legal enforcement against persons (employees/employer) making any fraudulent or intentionally false statement or entry on any security program, record, application, report, access, or identification media, or any other document that is kept, made or used to show compliance with the CHRC requirements. The term "persons" includes an individual, firm, partnership, corporation, company, association, joint-stock association, or governmental entity. The County reserves the right to suspend any Contractor, subject to the requirements of the Ordinance, that: 1) is not in compliance with the requirements of County Code Section 2-371 through 2-377, as amended; OR 2) does not immediately contact the County regarding a badged Contractor employee or Subcontractor employee that has been terminated.

13. AWARD (LOT-BY-LOT)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on a lot-by-lot basis. The County reserves the right to reject bids which would result in an award which is financially disadvantageous to the County. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than $1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity. Therefore, it is necessary for a bidder to bid on every item in the particular lot for which the bidder submits a bid in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications for that lot, the entire lot will be considered non-responsive. Additionally, if a bidder enters a No Bid, or N/A for any item in that lot, they will be considered non-responsive for that lot.

14. INVOICES - ITEM# 296 ONLY

When invoicing the County for goods and services purchased under this solicitation, the successful bidder must provide complete, accurate invoices which must include for every item purchased a definitive description, the catalog/list price, quantity and the invoiced price. The description of the item must be sufficiently accurate to specifically identify the goods provided to the County. Example: Invoice shall include:

Item #	Description	Qty	Unit	Unit Price	Total
1.	Medium River Rock	3	40 Lb Bag	$40.00	$120.00
2.	Margo Snow White Pebbles 5" to 1.5"	5	20 Lb Bag	$20.00	$100.00

15. TIME AND MATERIAL CONTRACT (MATERIAL PRICING AT COST) ITEM# 296 ONLY

The price to be paid for materials sold to Palm Beach County as a result of this bid award shall be based on the bidder's cost of the actual items plus shipping cost. With each invoice that includes materials not covered by the service as defined herein, the bidder shall supply original manufacturer's/supplier's cost documentation to the Palm Beach County Department requesting the service as well as to the Finance Department, Pre-Audit Division, PO Box 4036, West Palm Beach, Florida 33402-4036. In no event shall the prices, based on cost, exceed the bidder's price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

16. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twelve (12) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

17. F.O.B. POINT

The F.O.B. point shall be destination. Exact delivery point will be indicated on the term contract delivery order (DO). Bid responses showing other than F.O.B. destination shall be rejected. Bidder retains title and assumes all transportation charges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

18. TIME FOR COMPLETION / DELIVERY

Bidder acknowledges and agrees that the time of completion/delivery is an essential condition of this contract.

By submitting a bid response, bidder, if awarded contract, agrees to begin work not later than seven (7) calendar days after notification, and to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to ensure its completion within the timeframe agreed upon.

19. AS SPECIFIED

The term contract delivery order (DO) will be issued to the successful bidder with the understanding that all items delivered and services rendered must meet the specifications herein. Palm Beach County will return, at the expense of the successful bidder, items not delivered as specified.

20. QUANTITY

The quantities shown are estimated. Palm Beach County reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. Unless stipulated otherwise, Palm Beach County will accept NO minimum order requirements. Additionally, bidders are cautioned to bid in accordance with the unit specified on the bid response page.

21. RENEWAL OPTION

The successful bidder shall be awarded a contract for twelve (12) months with the option to renew for four (4) additional twelve (12) month period(s). The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if a vendor is suspended by the Purchasing Department prior to the commencement of the renewal period.

22. WARRANTY

The successful bidder shall fully warrant all trees, palms, shrubs, and groundcover, furnished hereunder against defect in materials and/or workmanship for a period of twelve (12) months from date of delivery and acceptance by Palm Beach County. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to Palm Beach County, immediately upon written notice from the Director of Purchasing.

23. WORK SITE SAFETY/SECURITY

The successful bidder shall at all times guard against damage or loss to the property of Palm Beach County, the bidder's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the successful bidder shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, successful bidder shall provide for the prompt removal of all debris from Palm Beach County property. Palm Beach County may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or its agents.

24. INSURANCE REQUIRED

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Insurance Tracking Services, Inc. (ITS), P.O. Box 20270, Long Beach, CA 90801. Subsequently, the successful bidder shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance. Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than $500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

Business Auto Liability Insurance. Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than $500,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the bidder indicating either the bidder does not own any vehicles, and if vehicles are acquired throughout the term of the contract, bidder agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Workers' Compensation and Employer's Liability Insurance. Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request). Failure to provide required insurance shall render your bid non responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract.

All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

Bidder shall agree that all insurance coverage required herein shall be provided by Bidder to County on a primary basis.

SPECIFICATIONS
BID #17-005/ZG

LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm, fixed pricing and establish a term contract for Landscape Installation at various locations throughout Palm Beach County.

GENERAL

PART 1 - SOIL PREPARATION - LANDSCAPING

Requirements:

A. Work includes soil preparation, and fertilizing.

Clean-Up:

A. Removing waste materials such as stones, roots, or other undesirable foreign material and raking, disking, dragging, and smoothing soil ready for planting

B. Immediately clean-up spills, soil, fertilizers, and conditioners from paved or finished surfaced areas.

C. Sweep, clean, or pressure wash as directed by the County representative, any areas soiled by successful bidder's operations, to include curbs, concrete pavers, walks, streets, etc.

D. Remove all debris and excess materials generated by successful bidder's operations from project site and dispose of in an appropriate dumping site.

PART 2 - TREES, PALMS, SHRUBS, AND GROUND COVER

Requirements:

A. Provide all materials, equipment, and labor to install plant materials as specified.

Quality Assurance:

A. Inspection:

1. Furnish plant materials inspected by State Department of Agriculture and tagged or otherwise approved for delivery at the growing site.

2. Inspect all plant materials to insure that they are delivered undamaged from transportation. Reject any material that has been damaged or rendered unacceptable due to transporting.

B. Plant nomenclature shall conform to the names given in *The New Royal Horticultural Society Dictionary of Gardening*, which is the source cited by the current February, 1998 or latest edition of ***Florida Grades and Standards for Nursery Plants,*** by the Florida Dept. of Agriculture and Consumer Services, Division of Plant Industry (henceforth called Florida Grades and Standards).

C. Substitutions for plant material shall not be permitted unless authorized in writing by the designated Water Utilities representative. No species shall be approved for substitution without proof that the plant as specified cannot be obtained. The specifications do not prevent the successful bidder from acquiring materials in other geographical areas, special growing, or making other arrangements to insure that the plant species are available and installed according to the specifications.

Product Storage and Handling:

A. Materials storage:

1. Successful bidder shall be responsible for delivery and storage of all materials specified. On-site areas for temporary plant storage shall be only as approved by the County representative.

2. Outside storage shall be shaded and protected from sun and wind.

3. Stored plant materials shall be watered at a frequency that will maintain them in a vigorous, healthy condition until they are installed.

Job Conditions:

A. Plant installation should occur only when weather and soil conditions are suitable and in accordance with accepted industry practices.

B. The successful bidder shall exercise care in digging and other work so as not to damage existing work including underground pipes and cables, and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the designated County representative shall be consulted and will advise the successful bidder as to the required adjustments to the layout. The successful bidder is required to contact "Sunshine State 1" (or its successor replacement service company) at 1-800-432-4770 to schedule the locating of utilities which subscribe to their service.

Plant Guarantee and Replacement:

A. The successful bidder shall warrant that all trees and palms planted under this contract will be healthy and in a flourishing condition of active growth twelve (12) months from the date of final acceptance by the designated Water Utilities representative. Shrubs and groundcover shall be warranted under the same conditions for a period of twelve (12) months from date of final acceptance.

B. At the end of the twelve (12) month guarantee period, the County representative shall determine requirements for replacement plants and provide the successful bidder with a list of deficiencies. The successful bidder shall replace, without cost to the County, all dead or dying plants, and all plants that are not in a vigorous, thriving, condition. Replacement plants shall be of the same nomenclature and procurement specifications as the originally installed plants.

C. A schedule of the replacement times and procedures will be issued to the successful bidder by the County representative indicating the time required to complete warranted replacement(s). All warranted replacement materials shall be guaranteed for a period of twelve (12) months. This additional guarantee period will commence from the date of acceptance of replacement materials by the County representative.

PART 3 - PRODUCTS

Plant Material:

A. "Standard Plant Names" shall be authority for plant names. Plant materials shall be of standard quality true to name and type and representative of their species and cultivar. Well formed and shaped, true to type, and free from disease, insects, sun-scald, windburn, cold damage, injuries, abrasions or disfigurement, that would render them unacceptable as specified.

B. Nursery grown: ANSI Z60.1-1990 or latest edition.

1. Grown under climatic conditions similar to those in locality of project, and in soils similar to that in which they are to be planted.

2. Container grown stock:

a. Must have grown in container for a minimum of 60 days before delivery to project site

b. Not root bound or with root system hardened off

C. Plants shall be Florida #1 grade according to Grades and Standards for Nursery Plants, February, 1998, or latest edition.

D. Plants shall be measured when branches are in their normal position. Height and spread dimensions specified refer to the main body or canopy of plant not widest branches tip-to-tip. The height and width specified are the MINIMUM sizes acceptable and are the measurements after pruning where pruning is required.

E. All plants shall be subject to the approval of the County representative. Plants may be inspected at the grower's nursery or at the place of collection. Approval of plants at the source does not alter the right of rejection at the project site. All plants which are found unsuitable in growth or condition or which are not true to name shall be removed at the expense of the successful bidder and replaced with acceptable plants as specified.

F. No substitution of material types, specification, or sizes will be permitted without written authorization from the County representative.

Water:

A. Successful bidder shall provide labor and equipment necessary to distribute water as required for all installed materials. **Existing or proposed irrigation systems should not be relied upon to provide water for newly planted materials.**

B. Successful bidder shall provide watering for the first ninety (90) days at no additional charge to the County. After the first ninety (90) days, the per watering man hour rate for watering offered on the Bid Response page shall apply.

Fertilizer:

A. Successful bidder shall provide commercial grade fertilizer uniform in composition, dry and in a free-flowing condition for application by suitable equipment, delivered in unopened bags or containers, each fully labeled and complying with State of Florida fertilizer laws, at no additional charge to Palm Beach County.

B. For palm trees, non-flowering trees, flowering trees, shrubs, and ground-covers use 12-2-14, with slow-release nitrogen (sulfur coated), to include minor elements. All fertilizers shall be applied at rates indicated and according to manufacturer's specification for new plantings, at no additional charge to Palm Beach County.

Cypress Blend Mulch:

A. Mulch shall consist of Cypress blend mulch, free of sand, dirt and seeds. The mulch shall be screened and reduced in size to no larger than one inch (1") in diameter.

B. Mulch shall be brown in color.

C. New mulch shall be two (2") inches in depth.

D. Successful bidder shall submit certification that the mulch is free of arsenic and construction debris.

Top Soil:

A. Soil:

1. Planting Soil (backfill material) – specified planting soil for trees and plants shall be a uniform mixture of 50% bio-solids co-compost and 50% topsoil (sandy loam). Mixture shall use indigenous materials only and be manufactured specifically for backfill planting of trees and plants. Bio-solids co-compost shall be "AllGro" (screened to 1" maximum size) or approved equivalent.

    a. Compost shall be a stabilized mixture derived from organic wastes such as food and agricultural residues, animal manure, mixed solid waste and bio-solids (treated sewage sludge) that meet all State Environmental Agency requirements. The product shall be well composted (mature compost, not green compost), free of viable weed seeds and nematodes and contain material of a generally humus nature capable of sustaining growth of vegetation, with no materials toxic to plant growth.

    b. Topsoil shall be fertile, friable, without mixture of subsoil materials, and obtained from a well-drained, arable site with representative characteristics of area soils (sandy loam texture). It shall be free from heavy clay, lime rock, shell rock, stones, lumps, plants, roots, or other foreign materials, or noxious grass (such as Bermuda or nut grass) and noxious weeds. It shall not contain toxic substances which may be harmful to plant growth. The pH range shall be 5.0 to 7.0 inclusive. Contractor may be required to submit results of soil tests for top soil proposed for use under this contract for approval by the Owner's Representative. The use of existing on-site topsoil (tilled and loosened in the planting hole) is permitted if a soil analysis proves it meets the above specifications.

Sod:

A. Sod shall be St. Augustine Floratam, Celebration #419 or Latitude #36 Bermuda grass.

B. Grass shall be nursery grown, healthy, live, fresh, uninjured and shall be a fibrous grass with well (mature) matted grass roots.

C. Grass shall be free of weeds, insects, fungus, debris and any other undesirable grasses.

D. Grass shall be delivered in pallets which shall be clean, cut in rectangles, either by hand or machine, at a uniform thickness, grass blades shall be cut to a height of not more than 3 inches.

E. Grass widths shall not be less than 12 inches, and lengths not less than 24 inches.

F. Celebration #419 or Latitude #36 Bermuda grass shall be classified as certified stock or shall originate from certified stock and harvested from a licensed sod grower.

G. Bermuda grass pallets shall have a uniform soil thickness of 0.60 inches, unless otherwise agreed upon.

Landscape Gravel and Stone:

A. Gravel and stone shall include a wide variety of decorative stones and gravel in many different size, shape and colors. Successful bidder shall provide at vendor's cost.

PART 4 - EXECUTION

A. Inspect the site to determine site conditions.

B. Inspect all plants for injury, insects, diseases, or any other deficiency that would render them unacceptable. Remove unacceptable plants from the project-site immediately.

C. Inspect site for availability and equipment accessibility to water installed materials.

Preparation:

A. Prior to installation of plants, the planting area shall be cleaned and free of weeds, grasses, sod, debris, rocks, and other material making the site unplantable.

Excavation:

A. Planting Pits and Trenches:

1. Shape:

   a. Vertical sides and flat bottom

   b. Plant pits to be square or circular

2. Size for Trees:

   a. Depth to be increased as necessary to accommodate planting ball such that the ground line collar of tree is located 1" above the level of finished grade. Auger as necessary to provide for water percolation. A minimum of 8" of compacted planting soil backfill shall be provided below the root ball.

   b. Width or diameter: 2' greater than diameter of planting ball (12" all sides) at a minimum.

3. Size for Shrubs and Ground-covers:

   a. Excavate entire area to be planted with shrub/groundcover masses or linear hedges to minimum depth of 12".

B. EXCAVATED SOILS SHALL NOT BE UTILIZED AS PLANTING SOIL BACKFILL unless the on-site soil meets the topsoil specification for use in planting soil and is approved by the County. If excavated materials are found not suitable for use as topsoil component of planting soil, then excavated material shall be removed and disposed of in an appropriate dumping area off-site.

C. Excavation shall consist of, but not be limited to, the following material:

1. Groundcover: 6" to 12" in Height
2. Shrubs: 12" to 36" in Height
3. Small Tree: 4' to 8' with 2-3" Caliber trunk
4. Large Tree: 9' to 20' with 4-8" Caliber trunk
5. Palm Trees: 4' to 20' with 4-18" Caliber range

D. Excavation shall include complete removal of landscape material and root ball.

E. Successful bidder is responsible for all disposal fees.

Planting:

A. Container grown materials:

1. Place plant in center of pit or trench on level, tamped planting soil, facing for best effect or as directed by the County representative. Set each plant vertical and ensure that spacing between plants is according to specifications.
2. Set plant plumb and hold in position until soil has been back-filled and firmly tamped around planting ball. Hand water backfill and rootball until all are thoroughly soaked and settled in the pits; continue to water and work soil around root ball lightly compacting and eliminating air pockets.
3. Verify all water percolates from planting pits.
4. After soil settles from initial watering, fill remainder of pit with additional planting soil as necessary; add specified fertilizer and water well. Rake entire planting area smooth leaving surface even with finish grade.

B. Field grown / balled and burlapped plants:

1. Place plant in pit on specified backfill material that has been hand tamped prior to placing plant.
2. Place tree with burlap intact so location of ground line collar of ball is 1" above the level of finished grade. Set plant plumb and hold rigidly in place before loosening burlap or adding backfill.
3. Loosen binding at top of planting ball and lay top 1/3 of burlap back. Do not remove burlap.
4. Place backfill material around rootball at the same time adding water to the pit. Continue adding backfill and water until pit is even with finish grade and all air pockets are eliminated. Add specified fertilizer to surface of back-filled of planting pit before mulch.
5. If wire basket and/or synthetic burlap is used, follow procedure above, except after setting tree, cut-off and remove upper 1/3 of wire and bend back remaining wire flat on floor of pit to prevent future girdling of major roots. Completely remove all synthetic materials such as nylon rope and synthetic burlap from pit.

C. Fertilizer:

1. Install specified fertilizer on top of back-fill soil in a circle around the edge of root zone for each tree or plant and mix lightly into the top 2" of soil at time of planting before mulching, at no additional charge to Palm Beach County. Do not touch plant with fertilizer. Water in the fertilizer after mulching. The County representative may inspect the installation to verify that fertilizer has been installed. The successful bidder shall notify the County representative that planting and fertilizing operations are complete and request verification. The successful bidder shall re-apply fertilizer, at the direction of the County representative, to any plants where evidence of previous installation cannot be verified, at no additional charge to Palm Beach County.
2. Fertilizer installation shall use the following rates:
   a. Trees - ½ pound fertilizer per 1 - inch of tree caliper
   b. Palms - ½ pound fertilizer per 1 - inch of trunk caliper
   c. Shrubs/ground-cover - 1 pound fertilizer per 25 sq. ft. planting area

Maintenance of Installed Materials:

A. Plant Materials:

1. The successful bidder's maintenance period shall begin immediately after plants are installed and continue until final inspection and acceptance of the entire work under the contract by the County representative.

2. The successful bidder shall provide necessary labor, equipment, and materials to maintain all newly installed plant material. Maintenance shall include, but not be limited to, watering, fertilizing, trimming, weeding, etc., and any work required to maintain plant material in a vigorous, healthy, thriving, condition.

3. The requirements of the successful bidder to maintain installed plant materials will end upon acceptance of the installation by the County representative. The issuance of a final Certificate of Acceptance and takeover by the County's maintenance operations, does not eliminate the successful bidder's requirements to guarantee materials and installation.

B. Watering:

1. All installed shrubs, and ground-covers shall be hand-watered over entire root zone with slow, deep root penetration with a minimum of 2" of water per day for the first two (2) weeks and 1-3/4" of water every other day during the next eight (8) weeks after installation.

2. The successful bidder is responsible for notifying the County representative if plant materials shall require hand-watering after final acceptance of the work. The minimal frequencies established above SHALL NOT limit the successful bidder's requirement for providing adequate watering to the establishment, proper acclimation and maintenance of all plant materials.

3. All installed trees shall be hand-watered over the entire root zone with a slow soaking at 4-gallons per minute for deep root penetration and protection of surface roots, mulch, and earth berm around saucer. Successful bidder shall be responsible for adequate watering of all installed trees from the time of planting until final acceptance at the completion of the minimum twelve (12) month maintenance/guarantee period.

4. The following water guideline has been established for successful bidder's information only and shall be considered only as an estimate of water needed. Depending on climate, rainfall, soil, and plant conditions, the successful bidder shall adjust the water schedule and amount per application to meet optimum plant growth conditions. The successful bidder shall be responsible for monitoring climate and plant soil moisture conditions, and determining if watering beyond or less than the watering guideline described below shall be applied.

5. Water Use Guideline:

Amount of Water Applied

Trees and Palm Trees: Apply a minimum of 15-gallons water per tree at each application. Water applied should be a slow soaking at 4-gallons per minute, maximum.

Minimum Frequency Guideline for Hand-Watering:

Material	Day	Frequency	Applications
Trees	1-30	Daily	30
Trees	31-180	Every 3rd Day	50
Trees	181-325	Every 7th Day	20
Trees	326-361	Every12th Day	3

6. Frequency and number of applications may vary due to climate, rainfall, soil, and plant conditions. Less water may be used during wet, cool periods whereas more water may be needed during hot, dry periods. Successful bidder shall adjust as needed for optimum plant health.

7. Damage resulting from erosion, gullies, washouts, or other causes shall be repaired by the successful bidder by filling with topsoil, reshaping earth berm and saucer, tamping to re-stabilize slopes, and replacing lost fertilizer and mulch at no additional cost to the County.

8. Successful bidder to use spray diffuser on the end of the hose to ensure water is applied gently so as not to displace mulch or expose root systems.

Final Inspection and Acceptance:

A. Successful bidder shall submit in writing a request for final inspection for completion from the County representative of each area of work as it is completed. The County representative shall determine if the work is complete and schedule a final inspection as may be appropriate. The County representative will provide the successful bidder with a written list of any deficiencies identified during the inspection.

B. The successful bidder shall correct the list of deficient items including replacement of plant material within fifteen (15) calendar days and notify the County representative that the corrections are complete. The County representative will re-inspect the completed work and issue one of the following:

   1. Letter of rejection indicating any deficiencies that remain

   2. Letter of acceptance indicating that the work is acceptable, after which final payment shall be made to the successful bidder

C. Plant material rejected during the course of landscape installation shall be removed within five (5) calendar days of notice by County representative and replaced before the final inspection for completion will be scheduled.

COUNTY'S RESPONSIBILITIES

The County shall order on an as needed basis.

The County shall reserve the right to require the removal of any of the successful bidder's employees from the project, if in the County's judgment, such removal is necessary to protect the County's interest.

PAYMENT

Payment is based on the unit price provided on the bid response page. Payment shall be rendered ONLY upon the County's satisfaction of items delivered and services rendered. Price shall include, but is not limited to, all supervision, plants, palms, trees, fertilizer, mulch, soil, sod, labor, equipment, materials, tools, machinery, shipping, transportation, travel, manpower, fuel, mobilization, demobilization and other facilities and services necessary to fully and completely provide the service(s) as specified herein. No additional compensation shall be offered or paid.

BID RESPONSE
BID #17-005/ZG

LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT

LOT 1 – WETLAND/LITTORAL PLANTINGS INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
GROUNDCOVER (BARE ROOT, LINER, 4" PLUG)					
1.	Alligator Flag (Thalia Geniculata) Br (24-30" oa.)	1000	EA	$_____	$_____
2.	American Lotus (Nelumbo Lutea) Br (12-18" oa.)	500	EA	$_____	$_____
3.	Arrow Arum (Peltandra Virginica) Br (12-18" oa.)	1000	EA	$_____	$_____
4.	Arrow Arum (Peltandra Virginica) Liner	1000	EA	$_____	$_____
5.	Arrowhead (Sagittaria Lancifolia) Br (18-24" oa.)	1000	EA	$_____	$_____
6.	Bacopa (Bacopa spp) – Br (12-18" oa.)	500	EA	$_____	$_____
7.	Blue Flag Iris (Iris Virginica) – Br (18" oa.)	1000	EA	$_____	$_____
8.	Broomsedge (Andropogon) – 4" Plug	1000	EA	$_____	$_____
9.	Cord Grass (Spartina Bakeri) – Liner	1000	EA	$_____	$_____
10.	Cord Grass (Spartina Bakeri) – 4" Plug	1000	EA	$_____	$_____
11.	Duck Potato (Sagittaria Latifolia) Br (18-24" oa.)	1000	EA	$_____	$_____
12.	Floating Hearts (Nymphoides Aquatic) Br (12-18" oa.)	500	EA	$_____	$_____
13.	Giant Bullrush (Scirpus Californicus) Br (24-30" oa.)	1000	EA	$_____	$_____
14.	Muhly Grass (Muehlenbeckia Axillaris) Liner	1000	EA	$_____	$_____
15.	Pickerel Weed (Pontederia Cordata) Br (18-24" oa.)	1000	EA	$_____	$_____
16.	Redroot (Lachinanthes Caroliniana) Br (12" oa.)	1000	EA	$_____	$_____

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

Continued...

FIRM NAME: _____

BID RESPONSE
BID #17-005/ZG

LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT

LOT 1 – WETLAND/LITTORAL PLANTINGS INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
GROUNDCOVER (BARE ROOT, LINER, 4" PLUG) (Continued)					
17.	Saw Grass (Cladium jamaicense) – Liner	1000	EA	$_____	$_____
18.	Soft Rush (Juncus Effusus) Br (12-18" oa.)	1000	EA	$_____	$_____
19.	Soft Stem Bullrush (Scripus Validus) Br (18-24" oa.)	1000	EA	$_____	$_____
20.	Spatterdock (Nuphar Luteum) Br (12-18" oa.)	1000	EA	$_____	$_____
21.	Spike Rush (Eleocharis Cellulose) Br (12-18" oa.)	1000	EA	$_____	$_____
22.	Spike Rush (Eleocharis Interstincta) Br (12-18" oa.)	1000	EA	$_____	$_____
23.	St Johns Wort (Hypericum spp.) Liner	1000	EA	$_____	$_____
24.	String Lily (Crinum Americanum) Br (12"oa.)	1000	EA	$_____	$_____
25.	Swamp Fern (Blechum Serrulatum) Br (12-18" oa.)	1000	EA	$_____	$_____
26.	Tape Grass (Vallisneria American) Br (12-18" oa.)	1000	EA	$_____	$_____
27.	Water Lily (Nymphaea Odorata) Br (12" oa.)	1000	EA	$_____	$_____
28.	Yellow Canna (Canna Flaccida) Br (18-24" oa.)	1000	EA	$_____	$_____
29.	Water Lily (Nymphaea Odorata) Br (12" oa.)	1000	EA	$_____	$_____
PLANT MATERIAL (1-15 GALLON)					
30.	Bald Cypress (Taxodium Distichum) 1 gal. 18-24" oa.	100	EA	$_____	$_____
31.	Bald Cypress (Taxodium Distichum) 10 gal. 6-8' oa.	100	EA	$_____	$_____
32.	Bald Cypress (Taxodium Distichum) 3 gal. 3-4' oa.	100	EA	$_____	$_____
33.	Bald Cypress (Taxodium Distichum) 7 gal. 5-6' oa.	100	EA	$_____	$_____

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

Continued...

FIRM NAME: _____

BID RESPONSE
BID #17-005/ZG

LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT

LOT 1 – WETLAND/LITTORAL PLANTINGS INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
PLANT MATERIAL (1-15 GALLON) (Continued)					
34.	Beautyberry (Callicarpa Americana) 3 gal. 24" oa.	100	EA	$_____	$_____
35.	Blue Flag Iris (Iris virginica) – 1 gal. 15" oa.	100	EA	$_____	$_____
36.	Button Bush (Cephalanthus Occidentalis) 1 gal. 12-15" oa.	100	EA	$_____	$_____
37.	Button Bush (Cephalanthus ccidentalis) 3 gal. 18-24" oa.	100	EA	$_____	$_____
38.	Coontie (Zamia pumila) – 1 gal. 6-12" oa.	100	EA	$_____	$_____
39.	Coontie (Zamia pumila) – 3 gal. 18" oa.	100	EA	$_____	$_____
40.	Cord grass (Spartina bakeri) 1 gal. 18" oa.	100	EA	$_____	$_____
41.	Cord grass (Spartina bakeri) 3 gal. 24-30" oa.	100	EA	$_____	$_____
42.	Corky Stem Passionflower (Passiflora suberosa) – 1 gal. 12" oa.	100	EA	$_____	$_____
43.	Corky Stem passionflower (Passiflora Suberosa) – 3 gal. 12-18" oa.	100	EA	$_____	$_____
44.	Dahoon Holly (Ilex Casine) 10 gal. 6-8' oa.	100	EA	$_____	$_____
45.	Dahoon Holly (Ilex Casine) – 3 gal. 3-4' oa.	100	EA	$_____	$_____
46.	Dahoon Holly (Ilex Casine) – 7 gal. 5-6' oa.	100	EA	$_____	$_____
47.	Dune Mistflower (Ageratum Littorale) 1 gal. 6" oa.	100	EA	$_____	$_____
48.	Fakahatchee grass (Tripsacum Dactyloides) 1 gal. 24" oa.	100	EA	$_____	$_____
49.	Fakahatchee grass (Tripsacum Dactyloides) 3 gal. 36" oa.	100	EA	$_____	$_____
50.	Firebush (Hamelia Patens) 3 gal. 18-24" oa.	100	EA	$_____	$_____
51.	Florida Red Bay (Persea Borbonia) 1 gal. 24" oa.	100	EA	$_____	$_____
52.	Florida Red Bay (Persea Borbonia) 3 gal. 36" oa.	100	EA	$_____	$_____

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Continued...

FIRM NAME: _____

BID RESPONSE
BID #17-005/ZG

LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT

LOT 1 – WETLAND/LITTORAL PLANTINGS INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
PLANT MATERIAL (1-15 GALLON) (Continued)					
53.	Florida Gamagrass (Tripsacum Floridanum) 1 gal. 18" oa.	100	EA	$_____	$_____
54.	Florida Gamagrass (Tripsacum Floridanum) 3 gal. 24" oa.	100	EA	$_____	$_____
55.	Green Cocoplum (Chrysobalanus Icaco) 1 gal. 12" oa.	100	EA	$_____	$_____
56.	Green Cocoplum (Chrysobalanus Icaco) 3 gal. 18-24" oa.	100	EA	$_____	$_____
57.	Horizontal Cocoplum (Chrysobalnus Icaco) 3 gal. 12" oa.	100	EA	$_____	$_____
58.	Jamaica Caper (Capparis Jamaicensis) 3 gal. 18-24" oa	100	EA	$_____	$_____
59.	Laurel Oak (Quercus Laurifolia) 15 gal. 8-10' oa.	100	EA	$_____	$_____
60.	Laurel Oak (Quercus Laurifolia) 1 gal. 3' oa.	100	EA	$_____	$_____
61.	Laurel Oak (Quercus Laurifolia) 3 gal. 4-5' oa.	100	EA	$_____	$_____
62.	Leather Fern (Acrostichum Danaeifolium) 3 gal. 18-24" oa.	100	EA	$_____	$_____
63.	Leather Fern (Acrostichum Danaeifolium) 1 gal. 12" oa.	100	EA	$_____	$_____
64.	Live Oak (Quercus Virginiana) 1 gal. 3' oa	100	EA	$_____	$_____
65.	Live Oak (Quercus Virginiana) 3 gal. 4' oa	100	EA	$_____	$_____
66.	Live Oak (Quercus Virginiana) 7 gal. 5-6' oa	100	EA	$_____	$_____
67.	Live Oak (Quercus Virginiana) 15 gal. 8-10' oa	100	EA	$_____	$_____
68.	Muhly Grass (Muehlenbeckia Axillaris) 1 gal. 12" oa.	100	EA	$_____	$_____
69.	Muhly Grass (Muehlenbeckia Axillaris) 3 gal. 18-24" oa.	100	EA	$_____	$_____
70.	Myrsine (Myrsine Cubana) 3 gal. 18-24" oa	100	EA	$_____	$_____
71.	Pond Apple (Annona Glabra) 1 gal. 3' oa.	100	EA	$_____	$_____

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Continued...

FIRM NAME: _____

BID RESPONSE
BID #17-005/ZG

LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT

LOT 1 – WETLAND/LITTORAL PLANTINGS INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
PLANT MATERIAL (1-15 GALLON) (Continued)					
72.	Pond Apple (Annona Glabra) 3 gal. 4' oa.	100	EA	$_____	$_____
73.	Pond Apple (Annona Glabra) 7 gal. 5-6' oa.	100	EA	$_____	$_____
74.	Pond Cypress (Taxodium Ascendens) 1 gal. 3' oa	100	EA	$_____	$_____
75.	Pond Cypress (Taxodium Ascendens) 10 gal. 6-8' oa.	100	EA	$_____	$_____
76.	Pond Cypress (Taxodium Ascendens) 3 gal. 4' oa	100	EA	$_____	$_____
77.	Pond Cypress (Taxodium Ascendens) 7 gal. 5-6' oa.	100	EA	$_____	$_____
78.	Red Maple (Acer Rubrum) – 1 gal. 3' oa.	100	EA	$_____	$_____
79.	Red Maple (Acer Rubrum) 10 gal. 6-8' oa.	100	EA	$_____	$_____
80.	Red Maple (Acer Rubrum) – 3 gal. 4' oa.	100	EA	$_____	$_____
81.	Red Maple (Acer Rubrum) – 7 gal. 5-6' oa.	100	EA	$_____	$_____
82.	Redtip Cocoplum (Chrysobalanus Icaco) 1 gal. 12" oa.	100	EA	$_____	$_____
83.	Redtip Cocoplum (Chrysobalanus Icaco) 3 gal. 18-24" oa.	100	EA	$_____	$_____
84.	Saw Grass (Cladium Jamaicense) 1 gal. 12" oa.	100	EA	$_____	$_____
85.	Saw Palmetto (Serenoa Repans) 10 gal. 30-36" oa.	100	EA	$_____	$_____
86.	Saw Palmetto (Serenoa Repens) 1 gal. 6-10" oa.	100	EA	$_____	$_____
87.	Saw Palmetto (Serenoa Repens) 3 gal. 10-15" oa.	100	EA	$_____	$_____

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

Continued...

FIRM NAME: _____

BID RESPONSE
BID #17-005/ZG

LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT

LOT 1 – WETLAND/LITTORAL PLANTINGS INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
PLANT MATERIAL (1-15 GALLON) (Continued)					
88.	Saw Palmetto (Serenoa Repens) 7 gal. 24" oa.	100	EA	$_____	$_____
89.	Seagrape (Coccolaba Uvifera) 3 gal. 24-30" oa.	100	EA	$_____	$_____
90.	St. Johns Wart (Hypericum spp.) 1 gal. 6-10" oa.	100	EA	$_____	$_____
91.	String Lily (Crinum Americanum) 1 gal. 18" oa.	100	EA	$_____	$_____
92.	Sunshine Mimosa (Mimosa Strigillosa) 1 gal. 4-6" oa.	100	EA	$_____	$_____
93.	Swamp Bay (Persea Palustris) 1 gal. 3' oa.	100	EA	$_____	$_____
94.	Swamp Bay (Persea Palustris) 3 gal. 4' oa.	100	EA	$_____	$_____
95.	Swamp Fern (Blechum Serrulatum) 1 gal. 12-18" oa.	100	EA	$_____	$_____
96.	Sweet Bay (Magnolia Virginiana) 1 gal. 3' oa.	100	EA	$_____	$_____
97.	Sweet Bay (Magnolia Virginiana) 3 gal. 4' oa	100	EA	$_____	$_____
98.	Tropical Sage (Savlia Cocconea) 1gal. 6-10" oa.	100	EA	$_____	$_____
99.	Wax Myrtle (Myrica Cerifera) 1 gal. 12" oa.	100	EA	$_____	$_____
100.	Wax Myrtle (Myrica Cerifera) 10 gal. 4' oa.	100	EA	$_____	$_____
101.	Wax Myrtle (Myrica Cerifera) 3 gal. 30" oa.	100	EA	$_____	$_____
102.	White Indigo Berry (Randia Aculeata) 3 gal. 15-18"	100	EA	$_____	$_____
103.	Wild Coffee (Psychotria Nervosa) 1 gal. 12" oa.	100	EA	$_____	$_____
104.	Wild Coffee (Psychotria Nervosa) 3 gal. 24" oa.	100	EA	$_____	$_____
105.	Yaupon Holly (Ilex Vomitoria) 3 gal. 12" oa.	100	EA	$_____	$_____
				TOTAL OFFER LOT #1 (Items 1 – 105)	$_____

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

Continued...

FIRM NAME: _____

BID RESPONSE
BID #17-005/ZG

LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
BARE ROOT (1 – 45 GALLON)					
1.	Agave (Agave Attenuate) 10 gal. - 24-30" oa.	50	EA	$_____	$_____
2.	Arboricola (Schefflera Arboricola) 10 gal. - 4' oa.	100	EA	$_____	$_____
3.	Arboricola (Schefflera Arboricola) 7 gal. - 36" oa.	100	EA	$_____	$_____
4.	Arboricola Trinette (Arboricola spp.) 3 gal. - 18-24" oa.	200	EA	$_____	$_____
5.	Arboricola Trinette (Arboricola spp.) 7 gal. - 36" oa.	200	EA	$_____	$_____
6.	Asiatic Jasmine (Trachelospermum Asiaticum) 1 gal. - 12" spd.	100	EA	$_____	$_____
7.	Auntie Lou (Cordyline Fruticosa) 7 gal. - 36" oa.	100	EA	$_____	$_____
8.	Bahama Cassia (Senna Mexicana Chapmanii) 7 gal. - 24-30" oa.	100	EA	$_____	$_____
9.	Bahama Dwarf Coffee (Psychotria Ligustrifolia) – 3 gal. 18-24" oa.	100	EA	$_____	$_____
10.	Beautyberry (Callicarpa Americana) 3 gal. - 24" oa.	100	EA	$_____	$_____
11.	Black Magic (Cordyline Fruticosa) 7 gal. - 36" oa.	100	EA	$_____	$_____
12.	Blanket Flower (Gaillardia Pulchella) 1 gal. - 12" spd.	100	EA	$_____	$_____
13.	Blueberry Flax (Dianella Tasmanica) 1 gal. - 12" oa.	100	EA	$_____	$_____
14.	Bougainvillea (Bougainvillea spp.) 10 gal. trellis	100	EA	$_____	$_____
15.	Bougainvillea (Bougainvillea spp.) 3 gal. - 18" oa.	100	EA	$_____	$_____
16.	Bougainvillea (Bougainvillea spp.) 7 gal. Trellis	100	EA	$_____	$_____
17.	Bromeliad Species (Alcantarea Odorata) 15 gal. - 18" oa.	50	EA	$_____	$_____
18.	Confederate Jasmine (Trachelospermum Jasminoides) 7 gal. Trellis	100	EA	$_____	$_____

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Continued...

FIRM NAME: _____

BID RESPONSE
BID #17-005/ZG

LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
BARE ROOT (1 – 45 GALLON) (Continued)					
19.	Coontie (Zamia Pumila) 1 gal. 10" oa.	100	EA	$_____	$_____
20.	Coontie (Zamia Pumila) 3 gal. 15-18" oa.	100	EA	$_____	$_____
21.	Coontie (Zamia Pumila) 7 gal. 24-30" oa.	100	EA	$_____	$_____
22.	Copper Leaf Variety (Acalypha Wilkesiana) 3 gal. 24-30" oa.	100	EA	$_____	$_____
23.	Cord Grass (Spartina Bakeri) 1 gal. 15" oa.	200	EA	$_____	$_____
24.	Cord Grass (Spartina Bakeri) 3 gal. 30" oa.	200	EA	$_____	$_____
25.	Crinum Lily (Crinum spp.) 15 gal. 4' oa.	100	EA	$_____	$_____
26.	Croton (Croton spp.) 3 gal. 15-18" oa.	100	EA	$_____	$_____
27.	Crown of Thorns (Euphorbia Milii) 1 gal. 10" oa.	100	EA	$_____	$_____
28.	Dahoon Holly – (Ilex Cassine) 15 gal. 5-6' oa.	100	EA	$_____	$_____
29.	Dahoon Holly – (Ilex Cassine) 7 gal. 3-4' oa.	100	EA	$_____	$_____
30.	Desert Candles (Bulbine Frutescens) 1 gal. 12" oa.	100	EA	$_____	$_____
31.	Dwarf Fakahatchee Grass (Tripsacum Floridanum) 1 gal. 15" oa.	200	EA	$_____	$_____
32.	Dwarf Fakahatchee Grass (Tripsacum Floridanum) 3 gal. 24" oa.	200	EA	$_____	$_____
33.	Dwarf Firebush (Hamelia Nodosa) 3 gal. 18-24" oa	100	EA	$_____	$_____
34.	Dwarf Oleander – (Nerium Oleander) 3 gal. 24" oa.	100	EA	$_____	$_____
35.	Fakahatchee Grass (Tripsacum Dactyloides) 1 gal. 15-18" oa.	200	EA	$_____	$_____
36.	Fakahatchee Grass (Tripsacum Dactyloides) 3 gal. 36" oa.	200	EA	$_____	$_____
37.	False Agave "Variegata" (Furcraea Foetida) 7 gal. 24-30" oa.	50	EA	$_____	$_____

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Continued...

FIRM NAME: _____

BID RESPONSE
BID #17-005/ZG

LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

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All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
BARE ROOT (1 – 45 GALLON) (Continued)					
38.	Fountain Grass (Pennisetum Setaceum) 3 gal. 24" oa.	50	EA	$_____	$_____
39.	Gold Mound (Duranta Erecta) 3 gal. 15" oa.	100	EA	$_____	$_____
40.	Golden Shrimp Plant (Justicia Brandegeana) 3 gal. 15" oa.	50	EA	$_____	$_____
41.	Green Buttonwood (Conocarpus Erectus) 3 gal. 24" oa.	100	EA	$_____	$_____
42.	Green Buttonwood (Conocarpus Erectus) 7 gal. 36" oa.	100	EA	$_____	$_____
43.	Green Buttonwood (Conocarpus Erectus) 15 gal. 4-5' oa.	100	EA	$_____	$_____
44.	Green Island Ficus (Ficus Microcarpa) 3 gal. 12" spd.	100	EA	$_____	$_____
45.	Hibiscus (Hibiscus spp) 3 gal. 24-30" oa.	100	EA	$_____	$_____
46.	Horizontal Coccoplum (Chrysobalanus Icaco) 3 gal. 15-18" spd.	100	EA	$_____	$_____
47.	Imperial Bromeliad (Alcantarea Imperialis) 15 gal. 18" oa.	50	EA	$_____	$_____
48.	Indian Hawthorne (Rhapholepis Indica) 3 gal. 15" oa.	100	EA	$_____	$_____
49.	Ixora (Ixora spp.) 3 gal. 24" oa.	100	EA	$_____	$_____
50.	Ixora Maui – (Ixora spp.) 3 gal.18" oa.	100	EA	$_____	$_____
51.	Jamacia Caper (Capparis Cynophallophora) 3 gal. 18-24" oa.	100	EA	$_____	$_____
52.	Jamaica Croton (Graptophyllum Pictum) 3 gal. 24-30" oa.	100	EA	$_____	$_____
53.	Japanese Holly (Ilex Cornuta (Dwarf Buford) 3 gal. 24" oa.	100	EA	$_____	$_____
54.	Jatropha (Jatropha Integerrima) 3 gal. 24" oa.	100	EA	$_____	$_____
55.	King's Mantle (Thunbergia Erecta) 3 gal. 24" oa.	100	EA	$_____	$_____
56.	Lantana (Lantana spp.) 1 gal. 15" spd.	100	EA	$_____	$_____

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Continued...

FIRM NAME: _____

BID RESPONSE
BID #17-005/ZG

LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

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All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
BARE ROOT (1 – 45 GALLON) (Continued)					
57.	Liriope Super Blue (Liriope Muscari) 1 gal.12" oa.	500	EA	$_____	$_____
58.	Mirror Leaf Viburnum (Viburnum Awabuki) 7 gal. 36" oa.	100	EA	$_____	$_____
59.	Mondo Grass (Ophiopogon Japonicas) 1 gal. 6" oa.	100	EA	$_____	$_____
60.	Mulhy Grass (Muhlenbergia Capillaries) 3 gal. 18" oa.	100	EA	$_____	$_____
61.	Myrsine (Rapanea Punctata) 3 gal. 18-24" oa.	100	EA	$_____	$_____
62.	Myrsine (Rapanea Punctate) 7 gal. 36" oa.	100	EA	$_____	$_____
63.	Native Blue Porterweed (Stachytarpheta Jamaicensis) 3 gal. 18" oa.	100	EA	$_____	$_____
64.	Native Firebush (Hamelia Patens) 3 gal.24" oa.	100	EA	$_____	$_____
65.	Native Sword Fern (Nephrolepsis) 1 gal. 12" oa.	100	EA	$_____	$_____
66.	Panama Rose (Rondeletia Leucophylla) 3 gal. 24" oa.	100	EA	$_____	$_____
67.	Parson's Juniper (Juniperus Chinensis) 1 gal. 10" spd.	100	EA	$_____	$_____
68.	Parson's Juniper (Juniperus Chinensis) 3 gal. 18" spd.	100	EA	$_____	$_____
69.	Pentas (Pentas Lanceolate) 4.5 – 6" cont. 8-10" oa.	100	EA	$_____	$_____
70.	Perennials 4.5 – 6" cont. 8–10" oa.	100	EA	$_____	$_____
71.	Pinwheel Jasmine (Tabernamontana) 3 gal. 18-24" oa.	100	EA	$_____	$_____
72.	Plumbago (Plumbago spp.) 3 gal. 24" oa.	100	EA	$_____	$_____
73.	Podocarpus (Podocarpus spp) 3 gal. 24" oa.	100	EA	$_____	$_____

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Continued...

FIRM NAME: _____

BID RESPONSE
BID #17-005/ZG

LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

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ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
BARE ROOT (1 – 45 GALLON) (Continued)					
74.	Podocarpus (Podocarpus spp.) 15 gal 5-6' oa.	100	EA	$_____	$_____
75.	Podocarpus (Podocarpus spp.) 25 gal. 7-8' oa.	100	EA	$_____	$_____
76.	Podocarpus (Podocarpus spp.) 7 gal. 36" oa.	100	EA	$_____	$_____
77.	Pringles (Podocarpus Macrophyllus) 3 gal 15" oa.	100	EA	$_____	$_____
78.	Red Tip Coccoplum (Chrysobalnus Icaco) 3 gal 18-24" oa.	500	EA	$_____	$_____
79.	Red/White Stoppers (Eugenia Rhombea) 3 gal. 24" oa.	100	EA	$_____	$_____
80.	Red/White Stopperss (Eugenia Rhombea) 7 gal 36" oa.	100	EA	$_____	$_____
81.	Saw Palmetto (Serenoa Repens) 15 gal 24" oa.	100	EA	$_____	$_____
82.	Saw Palmetto (Serenoa Repens) 3 gal 10" oa.	100	EA	$_____	$_____
83.	Saw Palmetto (Serenoa Repens) 7 gal 15-18" oa.	100	EA	$_____	$_____
84.	Seagrape (Coccoloba Uvifera) 15 gal 5' oa.	100	EA	$_____	$_____
85.	Seagrape (Coccoloba Uvifera) 3 gal 24-30" oa.	100	EA	$_____	$_____
86.	Seagrape (Coccoloba Uvifera) 7 gal 36-48" oa.	100	EA	$_____	$_____
87.	Silver Buttonwood (Conocarpus Erectus Sericeus) 25 gal. 6-8' oa.	100	EA	$_____	$_____
88.	Silver Buttonwood (Conocarpus Erectus Sericeus) 3 gal. 24" oa.	100	EA	$_____	$_____
89.	Silver Buttonwood (Conocarpus Erectus Sericeus) 7 gal. 36" oa.	100	EA	$_____	$_____
90.	Silver Palmetto (Serenoa Repens) 15 gal. 24" oa.	100	EA	$_____	$_____
91.	Silver Palmetto (Serenoa Repens) 3 gal. 10" oa.	100	EA	$_____	$_____

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Continued...

FIRM NAME: _____

BID RESPONSE
BID #17-005/ZG

LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

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ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
BARE ROOT (1 – 45 GALLON) (Continued)					
92.	Silver Palmetto (Serenoa Repens) 7 gal. 15-18" oa.	100	EA	$_____	$_____
93.	Simpson Stopper (Myrciathes Fragrans) 3 gal. 24" oa.	200	EA	$_____	$_____
94.	Simpson Stopper (Myrciathes Fragrans) 7 gal. 36" oa.	100	EA	$_____	$_____
95.	Society Garlic (Tulbaghia Violacea) 1 gal. 12" oa.	100	EA	$_____	$_____
96.	Southern Red Cedar (Juniperus Virginiana Silicola) 15 gal. 4-5' oa.	100	EA	$_____	$_____
97.	Southern Red Cedar (Juniperus Virginiana Silicola) 30 gal. 6-8' oa.	100	EA	$_____	$_____
98.	Southern Red Cedar (Juniperus Virginiana Silicola) 7 gal. 36" oa.	100	EA	$_____	$_____
99.	Sweet Viburnum (Viburnum Odoratissimum) 3 gal. 24" oa.	100	EA	$_____	$_____
100.	Sweet Viburnum (Viburnum Odoratissimum) 7 gal. 36" oa.	100	EA	$_____	$_____
101.	Thryallis (Galphimia Gracillis) 3 gal. 24" oa.	100	EA	$_____	$_____
102.	Variegated Pittosporum (Pittosporum Tobira "Variegatum") 3 gal. 18-24" oa.	100	EA	$_____	$_____
103.	Viburnum Suspensum (Sandankwa Viburnum) 3 gal.24" oa.	100	EA	$_____	$_____
104.	Wax Jasmine (Jasminum Volubile) 3 gal. 18" oa.	100	EA	$_____	$_____
105.	Wax Myrtle (Myrica Cerifera) 10 gal. 4-5' oa.	100	EA	$_____	$_____
106.	Wax Myrtle (Myrica Cerifera) 3 gal. 24-30" oa.	100	EA	$_____	$_____
107.	White African Iris (Dietes Iridioides) 1 gal. 15-18" oa.	100	EA	$_____	$_____
108.	White Indigo Berry (Randia Aculeata) 3 gal. 15-18"	100	EA	$_____	$_____
109.	Wild Coffee (Psychotria Nervosa) 3 gal. 18-24" oa.	100	EA	$_____	$_____
110.	Xanadu (Philodendron spp.) 3gal. 18" oa.	50	EA	$_____	$_____

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Continued...

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BID RESPONSE
BID #17-005/ZG

LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

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ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
BARE ROOT (1 – 45 GALLON) (Continued)					
111.	Yaupon Holly (Ilex Vomitoria) 3 gal. 12" oa.	100	EA	$_____	$_____
PALMS					
112.	Alexander Palm – (Ptychosperma Elegans) FG. – 12-14' oa. Dbl. Stem	20	EA	$_____	$_____
113.	Alexander Palm – (Ptychosperma Elegans) FG. – 12-14' oa. Sgl. Stem	20	EA	$_____	$_____
114.	Alexander Palm – (Ptychosperma Elegans) FG. – 12-14' oa. Tpl. Stem	20	EA	$_____	$_____
115.	Areca Palm – (Dypsis Lutescens) FG – 12-14' oa. MS.	20	EA	$_____	$_____
116.	Areca Palm – (Dypsis Lutescens) FG – 8-10' oa. MS.	20	EA	$_____	$_____
117.	Bismarck Palm- (Biamarckia Nobilis) FG – 12' oa	20	EA	$_____	$_____
118.	Bismarck Palm – (Bismarckia Nobilis) FG. – 16' oa.	20	EA	$_____	$_____
119.	Bottle Palm – Hyophorbe Lagenicaulis 45 gal, 6' oa.	20	EA	$_____	$_____
120.	Bottle Palm – Hyophorbe Lagenicaulis FG – 6-10' oa.	20	EA	$_____	$_____
121.	Canary Island Date – (Phoenix Canariensis) – FG- 10-12'ct.	20	EA	$_____	$_____
122.	Canary Island Date – (Phoenix Canariensis) – FG- 12-14'ct.	20	EA	$_____	$_____
123.	Carpentaria Palm – (Carpentaria Acuminate) – FG – Dbl.-12-14' oa.	20	EA	$_____	$_____
124.	Carpentaria Palm – (Carpentaria Acuminate) – FG – Sgl. -12-14' oa.	20	EA	$_____	$_____
125.	Carpentaria Palm – (Carpentaria Acuminate) – FG – Tpl. -12-14' oa.	20	EA	$_____	$_____
126.	Cat Palm – (Chamaedora Cataractarum) 15 gal. 5' oa.	20	EA	$_____	$_____
127.	Christmas Palm – Adonidia Merrillii FG – 12-14' oa –Dbl.	20	EA	$_____	$_____

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Continued...

FIRM NAME: _____

BID RESPONSE
BID #17-005/ZG

LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

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ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
PALMS (Continued)					
128.	Christmas Palm – Adonidia Merrillii FG – 12-14' oa –Sgl.	20	EA	$_____	$_____
129.	Christmas Palm – Adonidia Merrillii FG – 12-14' oa.- Tpl	20	EA	$_____	$_____
130.	Cuban Royal Palm – Roystonea Regia FG – 6' GW	20	EA	$_____	$_____
131.	Cuban Royal Palm – Roystonea Regia FG – 8' GW	20	EA	$_____	$_____
132.	Cuban Royal Palm – Roystonea Regia FG – 10' GW	20	EA	$_____	$_____
133.	Cuban Royal Palm – Roystonea Regia FG – 12' GW	20	EA	$_____	$_____
134.	Cuban Royal Palm – Roystonea Regia FG – 14' GW	20	EA	$_____	$_____
135.	Cuban Royal Palm – Roystonea Regia FG – 16' GW	20	EA	$_____	$_____
136.	Cuban Royal Palm – Roystonea Regia FG – 18' GW	20	EA	$_____	$_____
137.	Cuban Royal Palm – Roystonea Regia FG – 20" GW	20	EA	$_____	$_____
138.	Cuban Royal Palm – Roystonea Regia FG – 22' GW	20	EA	$_____	$_____
139.	Cuban Royal Palm – Roystonea Regia FG – 24' GW	20	EA	$_____	$_____
140.	European Fan Palm – (Chamaerops Humilis) – 25 gal. 5' oa.	20	EA	$_____	$_____
141.	Fishtail Palm – (Caryota Mitis) FG – 12-14' oa. M.S.	20	EA	$_____	$_____
142.	Florida Thatch Palm – Thrinax Radiate 25 gal – 6' oa.	20	EA	$_____	$_____
143.	Florida Thatch Palm – Thrinax Radiate FG – 10-14' oa.	20	EA	$_____	$_____
144.	Florida Thatch Palm – Thrinax Radiate FG – 6-8' oa.	20	EA	$_____	$_____
145.	Florida Thatch Palm – Thrinax Radiate FG – 8-10' oa.	20	EA	$_____	$_____
146.	Foxtail Palm – (Wodyetia Bifurcate) FG – 16' oa. Dbl.	20	EA	$_____	$_____
147.	Foxtail Palm – (Wodyetia Bifurcate) FG – 16' oa. Sgl.	20	EA	$_____	$_____

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FIRM NAME: _____

BID RESPONSE
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LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT

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ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
PALMS (Continued)					
148.	Foxtail Palm – (Wodyetia Bifurcate) FG – 16' oa. Tpl.	20	EA	$_____	$_____
149.	Green Malayan Coconut Palm – (Cocos Nucifera) – FG – 20' oa. 5' gw.	20	EA	$_____	$_____
150.	Green Malayan Coconut Palm – (Cocos Nucifera) – FG – 24' oa. 6' gw.	20	EA	$_____	$_____
151.	Green Malayan Coconut Palm – (Cocos Nucifera) – FG – 28' oa. 8' gw.	20	EA	$_____	$_____
152.	Green Malayan Coconut Palm – (Cocos Nucifera) – FG – 32' oa. 10' gw.	20	EA	$_____	$_____
153.	Key Thatch Palm – Leucothrinax Morrisii) FG. – 6-9' oa. Dbl. Stem	20	EA	$_____	$_____
154.	Key Thatch Palm – Leucothrinax Morrisii) FG. – 6-9' oa. Sgl. Stem	20	EA	$_____	$_____
155.	Key Thatch Palm – Leucothrinax Morrisii) FG. – 6-9' oa. Tpl. Stem	20	EA	$_____	$_____
156.	Maypan Coconut Palm – (Cocos Nucifera) FG – 20' oa. 5' gw.	20	EA	$_____	$_____
157.	Maypan Coconut Palm – (Cocos Nucifera) FG – 24' oa. 6' gw.	20	EA	$_____	$_____
158.	Maypan Coconut Palm – (Cocos Nucifera) FG – 28' oa. 8' gw.	20	EA	$_____	$_____
159.	Maypan Coconut Palm – (Cocos Nucifera) FG – 32' oa. 10' gw.	20	EA	$_____	$_____
160.	Medjool Palm – (Phoenix Dactylifera) FG – 10' Clear Trunk	20	EA	$_____	$_____
161.	Medjool Palm – (Phoenix Dactylifera) FG – 12' Clear Trunk	20	EA	$_____	$_____
162.	Medjool Palm – (Phoenix Dactylifera) FG – 14' Clear Trunk	20	EA	$_____	$_____
163.	Montgomery Palm – (Veitchia Montogomeryana) – FG – 10-16' oa. Dbl.	20	EA	$_____	$_____
164.	Montgomery Palm – (Veitchia Montogomeryana) – FG – 10-16' oa. Sgl.	20	EA	$_____	$_____

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Continued...

FIRM NAME: _____

BID RESPONSE
BID #17-005/ZG

LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
PALMS (Continued)					
165.	Montgomery Palm – (Veitchia Montogomeryana) – FG – 10-16' oa. Tpl	20	EA	$_____	$_____
166.	Paurotis Palm – (Acoelorrhaphe Wrightii) FG – 12' oa. MS.	20	EA	$_____	$_____
167.	Paurotis Palm – (Acoelorrhaphe Wrightii) FG – 18' oa. MS.	20	EA	$_____	$_____
168.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 4' oa. Dbl. Stem	20	EA	$_____	$_____
169.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 4' oa. Sgl. Stem	20	EA	$_____	$_____
170.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 4' oa. Tpl. Stem	20	EA	$_____	$_____
171.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 6' oa. Dbl. Stem	20	EA	$_____	$_____
172.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 6' oa. Sgl. Stem	20	EA	$_____	$_____
173.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 6' oa. Tpl. Stem	20	EA	$_____	$_____
174.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 8' oa. Dbl. Stem	20	EA	$_____	$_____
175.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 8' oa. Sgl. Stem	20	EA	$_____	$_____
176.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 8' oa. Tpl. Stem	20	EA	$_____	$_____
177.	Queen Palm – (Syagrus Romanzoffiana) FG. – 8-10' CT.	20	EA	$_____	$_____
178.	Queen Palm – (Syagrus Romanzoffiana) FG. – 12-14' CT.	20	EA	$_____	$_____
179.	Queen Palm – (Syagrus Romanzoffiana) FG. – 16-18' CT.	20	EA	$_____	$_____
180.	Sabal Palm – (Sabal Palmetto) FG – 10-16' btd	20	EA	$_____	$_____
181.	Sabal Palm – (Sabal Palmetto) FG – 10-16' CT.	20	EA	$_____	$_____
182.	Sabal Palm - (Sabal Palmetto) FG - 16-20' CT.	20	EA	$_____	$_____
183.	Sabal Palm - (Sabal Palmetto) FG - 20-24' CT.	20	EA	$_____	$_____
184.	Montgomery Palm – (Veitchia Montogomeryana) – FG – 10-16' oa. Dbl.	20	EA	$_____	$_____

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Continued...

FIRM NAME: _____

BID RESPONSE
BID #17-005/ZG

LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
PALMS (Continued)					
185.	Montgomery Palm – (Veitchia Montogomeryana) – FG – 10-16' oa. Sgl.	20	EA	$_____	$_____
186.	Montgomery Palm – (Veitchia Montogomeryana) – FG – 10-16' oa. Tpl	20	EA	$_____	$_____
187.	Paurotis Palm – (Acoelorrhaphe Wrightii) FG – 12' oa. MS.	20	EA	$_____	$_____
188.	Paurotis Palm – (Acoelorrhaphe Wrightii) FG – 18' oa. MS.	20	EA	$_____	$_____
189.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 4' oa. Dbl. Stem	20	EA	$_____	$_____
190.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 4' oa. Tpl. Stem	20	EA	$_____	$_____
191.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 6' oa. Dbl. Stem	20	EA	$_____	$_____
192.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 6' oa. Sgl. Stem	20	EA	$_____	$_____
193.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 6' oa. Tpl. Stem	20	EA	$_____	$_____
194.	Pygmy Date Palm – (Phoenix Roebelenii) FG. - 8' oa. Dbl. Stem	20	EA	$_____	$_____
195.	Washington Palm -(Washingtonia Robusta) FG. - 25' oa.	20	EA	$_____	$_____
TREES					
196.	Apple Blossom Shower (Cassia Javanica) FG. 12-14' oa.	20	EA	$_____	$_____
197.	Bald Cypress (Taxodium Distichum) 25 Gal. 8' oa.	20	EA	$_____	$_____
198.	Bald Cypress (Taxodium Distchum) 45 gal. 10' oa.	20	EA	$_____	$_____
199.	Bald Cypress (Taxodium Distchum) FG. – 12' oa.	20	EA	$_____	$_____
200.	Bald Cypress (Taxodium Distchum) FG – 14' oa.	20	EA	$_____	$_____
201.	Bald Cypress (Taxodium Distchum) FG – 16' oa.	20	EA	$_____	$_____

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Continued...

Firm Name: _____

BID RESPONSE
BID #17-005/ZG

LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
TREES (Continued)					
	Beauty Leaf (Calophyllum Brasiliense) FG. 12' oa.	20	EA	$_____	$_____
202.	Beauty Leaf (Calophyllum Brasiliense) FG. 14' oa.	20	EA	$_____	$_____
203.	Black Olive (Bucida Buceras) FG. - 12-14' oa.	20	EA	$_____	$_____
204.	Black Olive (Bucida Buceras) FG. - 16-18' oa.	20	EA	$_____	$_____
205.	Citrus (Citrus spp) 30 gal. 5' oa.	20	EA	$_____	$_____
206.	Crabwood (Gymnanthes Lucida) FG. - 6-8' oa.	20	EA	$_____	$_____
207.	Crape Myrtle (Lagerstroemia Indica) 30 gal. 8-10' oa. M.S.	20	EA	$_____	$_____
208.	Crape Myrtle (Lagerstroemia Indica) 45 Gal. 10-12' oa. M.S.	20	EA	$_____	$_____
209.	Crape Myrtle (Lagerstroemia Indica) 65 Gal. 12-14' oa. STD.	20	EA	$_____	$_____
210.	Crape Myrtle (Lagerstroemia Indica) FG. 12' oa. M.S.	20	EA	$_____	$_____
211.	Crape Myrtle (Lagerstroemia Indica) FG. 14' oa. M.S.	20	EA	$_____	$_____
212.	D.D. Blanchard (Magnolia Grandifolia) FG. -10-12' oa. FTB	20	EA	$_____	$_____
213.	D.D. Blanchard (Magnolia Grandifolia) FG. 12-14' oa. FTB	20	EA	$_____	$_____
214.	Dahoon Holly (Ilex Cassine) FG. – 10-14' oa.	20	EA	$_____	$_____
215.	Dahoon Holly (Ilex Cassine) 30 Gal. – 8-10' oa.	20	EA	$_____	$_____
216.	Dahoon Holly (Ilex Cassine) 45 gal – 10-12' oa.	20	EA	$_____	$_____
217.	Desert Cassia (Senna Polyphylla) FG – 12' oa.	20	EA	$_____	$_____
218.	East Palatka Holly (Ilex X Attenuate) 45 gal. 10' oa.	20	EA	$_____	$_____
219.	East Palatka Holly (Ilex X Attenuate) 65 gal. 12' oa.	20	EA	$_____	$_____
220.	East Palatka Holly (Ilex X Attenuate) FG. 14' oa.	20	EA	$_____	$_____

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Continued…

FIRM NAME: _____

BID RESPONSE
BID #17-005/ZG

LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
TREES (Continued)					
221.	Geiger (Cordia Sebestena) FG – 8-10' oa.	20	EA	$_____	$_____
222.	Gieger (Cordia Sebestena) FG – 10-12' oa.	20	EA	$_____	$_____
223.	Glaucous Cassia (Senna Surattensis) FG. 10-12' oa.	20	EA	$_____	$_____
224.	Glossy Privet (Ligustrum Lucidum) FG. 8' x 8' M.S.	20	EA	$_____	$_____
225.	Glossy Privet (Ligustrum Lucidum) FG. 10' x 10' M.S.	20	EA	$_____	$_____
226.	Green Buttonwood (Conocarpus Erectus) FG – 8-10' oa.	20	EA	$_____	$_____
227.	Green Buttonwood (Conocarpus Erectus) FG – 10-12' oa.	20	EA	$_____	$_____
228.	Green Buttonwood (Conocarpus Erectus) FG – 12-14' oa.	20	EA	$_____	$_____
229.	Green Buttonwood (Conocarpus Erectus) FG – 16-20' oa.	20	EA	$_____	$_____
230.	Gumbo Limbo (Bursera Simaruba) FG. 14' oa.	20	EA	$_____	$_____
231.	Gumbo Limbo (Bursera Simaruba) FG. 18' oa.	20	EA	$_____	$_____
232.	Japanese Blueberry (Elaeocarpus Decipiens) 30 Gal. 6' oa. STD	20	EA	$_____	$_____
233.	Japanese Blueberry (Elaeocarpus Decipiens) 45 Gal. 8' oa. STD	20	EA	$_____	$_____
234.	Japanese Blueberry – (Elaeocarpus Decipiens) 65 Gal. 10-12' oa. STD	20	EA	$_____	$_____
235.	Laurel Oak (Quercus Laurifolia) FG. – 2-1/2" cal. min.	20	EA	$_____	$_____
236.	Laurel Oak (Quercus Laurifolia) FG. -3" cal. min.	20	EA	$_____	$_____
237.	Laurel Oak (Quercus Laurifolia) FG. – 4" cal. min.	20	EA	$_____	$_____
238.	Little Gem (Magnolia Grandifolia) FG. 10-12' oa. FTB	20	EA	$_____	$_____
239.	Little Gem (Magnolia Grandifolia) 30 Gal. 8' oa. FTB	20	EA	$_____	$_____

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Continued…

FIRM NAME: _____

BID RESPONSE
BID #17-005/ZG

LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

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All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
TREES (Continued)					
240.	Little Gem (Magnolia Grandifolia) 45 gal. 10' oa. FTB	20	EA	$_____	$_____
241.	Little Gem (Magnolia Grandifolia) FG. 12-14' oa. FTB	20	EA	$_____	$_____
242.	Little Gem (Magnolia Grandifolia) FG. 14-16' oa. FTB	20	EA	$_____	$_____
243.	Live Oak (Quercus Virginiana) FG – 3" Cal. Min	20	EA	$_____	$_____
244.	Live Oak (Quercus Virginiana) FG – 4" Cal Min.	20	EA	$_____	$_____
245.	Live Oak (Quercus Virginiana) FG – 5" Cal. Min.	20	EA	$_____	$_____
246.	Live Oak (Quercus Virginiana) FG – 6" Cal. Min.	20	EA	$_____	$_____
247.	Live Oak (Quecus Virginiana) FG – 8" Cal. Min.	20	EA	$_____	$_____
248.	Live Oak (Quercus Virginiana) FG – 10" Cal Min.	20	EA	$_____	$_____
249.	Live Oak (Quercus Virginiana) 30 gal. 10-12' oa.	20	EA	$_____	$_____
250.	Live Oak (Quercus Virginiana) 45 gal. 12-14' oa.	20	EA	$_____	$_____
251.	Live Oak (Quercus Virginiana) 65 gal. 14-16' oa.	20	EA	$_____	$_____
252.	Live Oak (Quercus Virginiana) 100 gal. 16-18' oa.	20	EA	$_____	$_____
253.	Live Oak (Quercus Virginiana) 200 gal. 18-22' oa.	20	EA	$_____	$_____
254.	Mahogany (Swietenia Mahogani) FG – 12' oa.	20	EA	$_____	$_____
255.	Mahogany (Swietenia Mahogani) FG. – 14' oa.	20	EA	$_____	$_____
256.	Pigeon Plum (Coccoloba Diversifolia) FG - 10-12' oa.	20	EA	$_____	$_____
257.	Pigeon Plum (Coccoloba Diversifolia) FG - 14-16' oa.	20	EA	$_____	$_____
258.	Pink Trumpet Tree (Tabebuia Heterophylla) FG – 12' oa.	20	EA	$_____	$_____
259.	Pink Trumpet Tree (Tabebuia Heterophylla) FG – 14' oa.	20	EA	$_____	$_____

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Continued...

FIRM NAME: _____

BID RESPONSE
BID #17-005/ZG

LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

Abbreviations: BR – Bare Root; BTD - Booted; CT - Clear Trunk; DBH - Diameter Breast Height; FG - Field Grown; GW - Grey Wood; HGT-Height; M.S. - Multi-stem; OA - Overall; RPG - Root Plus Grower; SPD - Spread; STD - Standard; FTB - Full to Base; Tpl.- Triple Trunk.
All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
TREES (Continued)					
260.	Red Maple (Acer Rubrum) FG 12-14' oa.	20	EA	$_____	$_____
261.	Red Maple (Acer Rubrum) FG 16-18' oa.	20	EA	$_____	$_____
262.	Royal Poinciana (Delonix Regia) FG. - 8-10' oa.	20	EA	$_____	$_____
263.	Royal Poinciana (Delonix Regia) FG. – 12-14' oa.	20	EA	$_____	$_____
264.	Satin Leaf (Chrysophyllum Oliviforme) FG – 12' oa.	20	EA	$_____	$_____
265.	Simpson's Stopper (Myrcianthes Fragrans) FG - 8' oa. STD	20	EA	$_____	$_____
266.	Simpson's Stopper (Myrcianthes Fragrans) FG. - 6' oa. STD	20	EA	$_____	$_____
267.	Slash Pine Densa (Pinus Elliottii) 3 gal. – 3' oa.	20	EA	$_____	$_____
268.	Slash Pine Densa (Pinus Elliottii) 7 gal. – 4' oa.	20	EA	$_____	$_____
269.	Slash Pine Densa (Pinus Elliottii) 15 gal. – 6' oa.	20	EA	$_____	$_____
270.	Slash Pine Densa (Pinus Elliottii) 25 gal. – 8' oa.	20	EA	$_____	$_____
271.	Slash Pine Densa (Pinus Elliottii) FG – 12' oa.	20	EA	$_____	$_____
272.	Slash Pine Densa (Pinus Elliottii) FG – 14' oa.	20	EA	$_____	$_____
273.	Slash Pine Densa (Pinus Elliottii) FG – 16' oa.	20	EA	$_____	$_____
274.	Slash Pine Densa (Pinus Elliottii) FG – 18' oa.	20	EA	$_____	$_____
275.	Slash Pine Densa (Pinus Elliottii) FG – 20' oa.	20	EA	$_____	$_____
276.	Slash Pine Densa (Pinus Elliottii) FG – 22' oa.	20	EA	$_____	$_____
277.	Slash Pine Densa (Pinus Elliottii) FG – 24' oa.	20	EA	$_____	$_____
278.	Verawood (Bulnesia Arborea) FG. – 10-12' oa. STD	20	EA	$_____	$_____

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Continued...

FIRM NAME: _____

BID RESPONSE
BID #17-005/ZG

LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

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All Plant Material needs to conform to Florida Grades and Standards Florida #1.

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
TREES (Continued)					
279.	Wax Myrtle (Myrica Cerifera) FG – 8' x 8' M.S.	20	EA	$_____	$_____
280.	White Indigo Berry (Randia Aculeate) FG. - 6-8' oa. STD	20	EA	$_____	$_____
281.	Yellow Tabebuia (Tabebuia Caraiba) FG – 14' oa.	20	EA	$_____	$_____
RELOCATION/TRANSPLANTING (90" TREE SPADE OR CRANE)					
282.	Relocation/Transplanting of Canopy trees over 3" Caliper up to 5"	2	EA	$_____	$_____
283.	Relocation/Transplanting of Canopy trees over 5" Caliper up to 7"	2	EA	$_____	$_____
284.	Relocation/Transplanting of Canopy trees over 7" Caliper up to 9"	2	EA	$_____	$_____
285.	Relocation/Transplanting of Coconut Palms up to 25' of Graywood	2	EA	$_____	$_____
286.	Relocation/Transplanting of Royal Palms up to 30' of Graywood	2	EA	$_____	$_____
287.	Relocation/Transplanting of Sabal Palms up to 25' of Graywood	2	EA	$_____	$_____
288.	Rental of Crane	10	HR	$_____	$_____
REMOVAL & DISPOSAL					
289.	Excavation (Including Removal and Disposal) (Cubic Yard)	40	CY	$_____	$_____
WATER TRUCK					
290.	Watering – Man Hour	100	HR	$_____	$_____
MULCH / TOPSOIL / SOD / LANDSCAPE GRAVEL AND STONE (PER BID SPECIFICATIONS)					
291.	Supply, Install & Grade Top Soil (Bulk, Truck Load) (Cubic Yard)	100	CY	$_____	$_____
292.	Supply, Install (2 Cubic Feet) Cypress Blend Mulch bag	100	CF	$_____	$_____

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Continued...

Firm Name: _____

BID RESPONSE
BID #17-005/ZG

LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT

LOT 2 – LANDSCAPE PLANT MATERIAL INSTALLATION

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ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE (INSTALLED)	TOTAL OFFER (INSTALLED)
MULCH / TOPSOIL / SOD / LANDSCAPE GRAVEL AND STONE (PER BID SPECIFICATIONS) (Continued)					
293.	Supply, Install (3 Cubic Feet) Cypress Blend Mulch bag	100	CF	$_____	$_____
294.	Supply, Install & Grade St. Augustine Floratam Sod	500	SQF	$_____	$_____
295.	Supply, Install & Grade Celebration #419 or Latitude #56 Bermuda Sod	500	SQF	$_____	$_____
296.	Install & Grade Landscape Gravel and Stone (Cubic Yard) Supply at bidder's cost per Term & Condition #15	100	CY	$_____	$_____
				TOTAL OFFER LOT #2 (Items 1 – 296)	**$_____**

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Acknowledge Non-Discrimination Policy Form is included as specified herein? YES/INITIAL _____
Acknowledge Pre-Bid Conference was made, per Term and Condition #9? YES/INITIAL _____
Acknowledge Qualification of Bidders information is included, per Term and Condition #10? YES/INITIAL _____
Acknowledge Criminal History Records Check requirement, per Term & Condition #11&12? YES/INITIAL _____
Acknowledge Insurance requirements, per Term and Condition #24? YES/INITIAL _____

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

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

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

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

*** SIGNATURE:** _____ | PRINT NAME: | PRINT TITLE:

ADDRESS: _____

CITY / STATE: _____ ZIP CODE: _____

TELEPHONE # ( ) | E-MAIL:

TOLL FREE # ( ) | FAX #: ( )

APPLICABLE LICENSE(S) NUMBER # TYPE:

FEDERAL ID # _____

QUALIFICATION OF BIDDERS
REFERENCES FOR SOLICITATION #17-005/ZG

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

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		
CONTACT INFORMATION:	**PHONE:**	**CELL PHONE:**
	FAX:	**EMAIL:**
SCOPE OF WORK:		
CONTRACT DATES:		

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		
CONTACT INFORMATION:	**PHONE:**	**CELL PHONE:**
	FAX:	**EMAIL:**
SCOPE OF WORK:		
CONTRACT DATES:		

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		
CONTACT INFORMATION:	**PHONE:**	**CELL PHONE:**
	FAX:	**EMAIL:**
SCOPE OF WORK:		
CONTRACT DATES:		

CERTIFICATION OF BUSINESS LOCATION
BID #17-005/ZG

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

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

I. Bidder is a:

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

(Please indicate):

_____ Headquarters located in Palm Beach County

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

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

(Please indicate):

_____ Headquarters located in the Glades

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

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

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)

_____, of _____
(Title/Position) (Firm Name of Bidder)

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

_____ _____
(Signature) (Date)

DRUG-FREE WORKPLACE CERTIFICATION
BID #17-005/ZG

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

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

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

(4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____ **the**
(Individual's Name)

_____ **of** _____
(Title/Position with Company/Vendor) **(Name of Company/Vendor)**

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Signature **Date**

NON-DISCRIMINATION POLICY
BID #17-005/ZG

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

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

Check one:

(__) Bidder hereby acknowledges that it **does not** have a written non-discrimination policy; however Bidder hereby **affirms by signing below** that its non-discrimination policy is in conformance with the above.

OR

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

NOTE:

Bidder's failure to comply with the above requirements will render bidder non-responsive.

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

BIDDER:

_____
Company Name

_____
Signature

_____
Name (type or print)

_____
Title

Rev. 04.26.16

SCHEDULE 1
LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: _____ PROJECT NO. OR BID NO.: _____

NAME OF PRIME BIDDER: _____ ADDRESS: _____

CONTACT PERSON: _____ PHONE NO.: _____ FAX NO.: _____

BID OPENING DATE: _____ USER DEPARTMENT: _____

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories) M/WBE Minority Business	SBE Small Business	DOLLAR AMOUNT OR PERCENTAGE OF WORK Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	☐	☐					
2.	☐	☐					
3.	☐	☐					
4.	☐	☐					
5.	☐	☐					
(Please use additional sheets if necessary)		Total					

Total Bid Price $ _____ **Total SBE-M/WBE Participation Dollar Amount or Percentage of Work** _____

I hereby certify that the above information is accurate to the best of my knowledge: _____

Signature Title

Note:

1.The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.

2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or percentage under the appropriate category.

3. M/WBE information is being collected for tracking purposes only.

Revised 9/7/2011

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: _____ PROJECT NAME: _____

TO:

_____
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise _____

Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	**Item Description**	**Qty/Units**	**Unit Price**	**Total Price/ Percentage**
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

at the following price or percentage

_____
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price or Percentage _____/ _____
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

_____
(Print name of SBE-M/WBE Subcontractor)

By: _____
(Signature)

_____
(Print name/title of person executing on behalf of SBE/M/WBE Subcontractor

Revised 10/11/2011

Date: _____

OSBA SCHEDULE 3
SBE-M/WBE ACTIVITY FORM

SBE-M/WBE ACTIVITY FOR MONTH ENDING_____ PROJECT#:_____

PROJECT NAME_____

PRIME CONTRACTOR NAME_____

PROJECT SUPERVISOR_____

Schedule 3 is used to show the monthly payment activity for work performed by each SBE-M/WBE Subcontractor on the project and in conformity with the SBE-M/WBE's submitted on schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to Palm Beach County. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting Information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION								SBE-M/WBE Category (check all applicable)						
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Contract Amount	Approved Change Orders	Revised SBE-M/WBE Contract Amount	Amount drawn for SBE-M/WBE Sub This Period	Amount drawn for SBE-M/WBE Sub to Date	Amount Paid to Date for SBE-M/WBE Subcontractor	Actual Starting Date	Minority Business (√)	Small Business (√)	Black	Hispanic	Women	Caucasian	Other (Please Specify)

I hereby certify that the above information is true to the best of my knowledge_____
(Signature and Title)

Return to: Palm Beach County

Additional Sheets May Be Used As Necessary

NOTE: **Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.**

Revised **9/7/2011**

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that _____ received
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of $ _____

On ___ - ___ - _____ from _____
MM DD YYYY (Prime Contractor Name)

For labor and/or materials used on _____ / _____
(Project Name) (Work Order)

DEPT.: _____ PROJECT NO.: _____

PRIME CONTRACTOR VENDOR CODE: _____

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: _____

If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor and/or material provided on this project, please provide the following information:

*Subcontractor Name: _____ Amount to be paid: _____

*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.

By: _____ _____
(Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____

By: _____

_____
Notary Public, State of Florida

_____
Print, Type or Stamp Commissioned Name of Notary

Personally Known ____ OR Produced Identification ____ Type of Identification _____

Rev. 5 Last updated: 11/18/11

Form I

AWARD RECOMMENDATION
BID RE-CAP SHEET

REVISED 12/27/16

BID #17-005/ZG	TITLE: LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT
BUYER: ZULMA GASCA	

ACTION	INITIALS	DATE	ACTION	INITIALS	DATE
BID OPENED	HS - LP	11/17/16	AWARD POSTED ON WEBSITE		12-27-16
POSTING APPROVED		12/27/16	AWARD REMOVED FROM WEBSITE	HSheen	1-5-17
COPY TO BUYER ASSISTANT FOR POSTING ON INTERNET		12/27/16	COPY TO OSBA AND DEPARTMENT	HSheen	1-5-17

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

LOT #1 – WETLAND/LITTORAL PLANTING INSTALLATION

STEP 1			STEP 2			
LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
JAMES F. SCHNELLE, JR., P.E. DBA ENVIRONMENTAL MANAGEMENT & ENGINEERING, LLC	$234,850.00	SBE	JAMES F. SCHNELLE, JR., P.E. DBA ENVIRONMENTAL MANAGEMENT & ENGINEERING, LLC	$234,850.00	SBE	(1)

LOT #2 –LANDSCAPE PLANT MATERIAL INSTALLATION

STEP 1			STEP 2			
LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
A CUT ABOVE LANDSCAPE & MAINTENANCE, INC	$1,850,125.00	SBE	A CUT ABOVE LANDSCAPE & MAINTENANCE, INC	$1,850,125.00	SBE	(1)
QUINCO CORP	$2,293,277.80		QUINCO CORP	$2,293,277.80		(2)

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

REMARKS:

PUR '16 DEC 27 AM 9:58

Posting Period 12-27-16 – 1-4-17 PUR '17 JAN 5 AM 8:02

not time/date stamped - when posted

See revised 12/27/16 Form

AWARD RECOMMENDATION
BID RE-CAP SHEET

BID #17-005/ZG	TITLE: LANDSCAPE INSTALLATION AT VARIOUS LOCATIONS, TERM CONTRACT
BUYER: ZULMA GASCA	

ACTION	INITIALS	DATE	ACTION	INITIALS	DATE
BID OPENED	HS - LP	11/17/16	AWARD POSTED ON WEBSITE	JSheen	12/15/16
POSTING APPROVED	JSmith	12/15/16	AWARD REMOVED FROM WEBSITE		
COPY TO BUYER ASSISTANT FOR POSTING ON INTERNET	JSheen	12/15/16	COPY TO OSBA AND DEPARTMENT		

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

LOT #1 – WETLAND/LITTORAL PLANTING INSTALLATION

STEP 1			STEP 2			
LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
JAMES F. SCHNELLE, JR., P.E. DBA ENVIRONMENTAL MANAGEMENT & ENGINEERING, LLC	$234,850.00	SBE	JAMES F. SCHNELLE, JR., P.E. DBA ENVIRONMENTAL MANAGEMENT & ENGINEERING, LLC	$234,850.00	SBE	(1)

LOT #2 –LANDSCAPE PLANT MATERIAL INSTALLATION

STEP 1			STEP 2			
LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
A CUT ABOVE LANDSCAPE & MAINTENANCE, INC	$1,850,125.00	SBE	A CUT ABOVE LANDSCAPE & MAINTENANCE, INC	$1,850,125.00	SBE	(1)
QUINCO CORP	$2,293,277.80		QUINCO CORP	$2,293,277.80		(2)

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

REMARKS:

Posting Period
12/15/16 - 12/22/16

PUR '16 DEC 27 AM 8:09

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/5/2018

REQUESTED ACTION BY COMMISSION: Authorize the Finance Department to reduce the allowance for Uncollectible Account and the Accounts Receivable amount by $481,791.17 reflecting past due amounts on 2,593 customer accounts for the period between July 2014 through November 2017.

EXPLANATION OF REQUEST:

The reduction of $481,791.17 reflecting past due amounts on 2,593 customer accounts is required to maintain balanced utility accounts. The amount includes small balances of less than $25.00 which occur when customers do not pay the final bill after they discontinue service. The remainder of the balance consists of unpaid Utility and Solid Waste invoices, miscellaneous charges (late fees, penalties, service adjustments), taxes and other adjustments, that have been in collections over one year prior to July 2016.

The City is required to establish an amount for the allowance for uncollectible accounts annually based on overall outstanding receivables both in utility and sanitation funds. By establishing that allowance annually this write-off request will have no impact on the City's financial statements. The majority of the write-off balance is a result of bankruptcies, commercial tenant accounts, residential tenant accounts and small balances. The $481,791.17 involves 2,593 customer accounts closed from July 2014 through November 2017. The write-off is a financial process and does not erase the debt from an individual or a property. The City, during account transition, collects any written-off debt that is possible, whether it is a property transaction with owner debt; or, if a "tenant" attempts to open a utility account with the city, past debt is presented for payment/collection before a new account can be established. With assistance from the City Clerk's office the lien search process that is standard for real estate transactions has been streamlined and is defensible in collection of owner debt. Liens are placed on properties with large owner debt. Ownership is verified and the majority of properties are sitting vacant, these accounts are not included in the write-off. The properties are being billed for services, and the balances are collected at the time of sale.

During the period of July 2014 through November 2017, the City billed approximately $135 million in charges for Utility and Solid Waste fees. The amount requested for write off comprises just over .0003 percent (.03%) of the total amount billed during that period for water, sewer, storm water and refuse.

The previous writes were as follows:

Action Date	Amount
FY 11-12	$755,213.93
FY 13-14	$613,414.20

Attached is a schedule of amounts per service type to be written off, a computer generated report will be available once the system actually writes off the accounts.

The Utility has developed processes and procedures to minimize unpaid utility bills. Shut-off for non-payment within 45 days of payment due is the initial action to attempt to collect past due amounts. Payment plans are offered for customers with balances and circumstances that meet the payment policies approved by the City Commission. Tenant accounts are monitored for shut off for non-payment and vacancy and are placed in owner's name, if not already, within 75 days of tenant non-payment.

Because of these changes, the Utility has not submitted accounts to a 3rd party collection agency since October 2017, and has "called back" all accounts. The City has been more effective collecting debt from customers than the agency by following good account management processes and policy. Liens are placed on properties with large owner debt. Ownership is verified and the majority of properties are sitting vacant, these accounts are not included in the write-off. The properties are being billed for services, and the balances are collected at the time of sale.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Budgeted There is no fiscal impact since the amount has already been accounted for in the allowance for uncollectible accounts on the financial statements and is just over

ALTERNATIVES: Continue to carry the unpaid account in the accounts receivable accounts and the allowance for uncollectible accounts.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Attachment	Write-off Balance Summary

Collections by Service

TYPE	SERVICE	CHG_AMT
	RF	$64,693.37
	SM	$415.95
	ST	$26,446.54
	SW	$145,335.58
	WA	$154,071.88
M		$71,043.28
T		$10,653.54
W		$9,131.03
Overall - Total		**$481,791.17**

COLLECTION AGENCY	TOTAL CUSTOMERS	TOTAL LOCATIONS	TOTAL AMOUNT
READY FOR WRITEOFF	2,593	2,593	481,791.17
*** TOTALS ***	2,593	2,593	481,791.17

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/5/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-079 - Authorize issuance of $11,065,000 principal amount of Utility System Revenue Bond, Series 2018 in order to pay for capital improvements to the City's Utility System and to pay for certain costs of issuing the Series 2018 Bonds.

EXPLANATION OF REQUEST:
The City Commission passed Resolution R18-060 on April 17, 2018 authorizing staff to evaluate financing of costs associated with constructing a chilled water facility (district energy plant) with a Utility System Revenue Bond not exceeding $15,000,000.

Due to favorable market conditions, the City's Financial Advisor, Jay Glover of The PFM Group, issued an RFP on April 18, 2018 to provide funding for capital expenditures relating to the construction of a District Energy Plant to be part of the City's water, sewer and storm water utility system. The RFP outlined that the City was looking for the Utility System Revenue Bonds, Series 2018 in an amount not to exceed $11.1 million, a repayment term of approximately 20 years and desired to have optional prepayment flexibility.

Proposals were due on May 4, 2018, nine (9) proposals were received from the following firms: Bank of America, CenterState Bank, JP Morgan Chase Bank, Pinnacle Public Finance, Raymond James, Signature Public Funding, Sterling National Bank, SunTrust Bank and TD Bank. Proposals were reviewed by Jay Glover, City's financial advisor, Mark Raymond, City's bond counsel and Tim Howard, City's Assistant City Manager-Administrative Services.

Based on Public Financial Management, Inc. (PFM), the City's financial advisors, review of the nine proposals, it was determined that CenterState Bank provided the best proposal when considering interest rates, prepayment flexibility, and other terms/conditions. CenterState Bank offered a fixed interest rate of 3.60%, final maturity of 11/1/37 and is callable at anytime with no prepayment penalty. The proposed interest rate is locked through the proposed closing date of June 8, 2018.

The closing for the Utility System Revenue Bonds, Series 2018 is scheduled for no later than June 8, 2018 and the interest rate of 3.60% is locked through June 8, 2018.

This Resolution of the City of Boynton Beach will:

1. Authorize the City to Issue Utility System Revenue Bond, Series 2018 not to exceed $11.1M to finance capital improvements to the City's Utility System.
2. Award the Utility System Revenue Bond, Series 2018 to CenterState Bank (Exhibit A)
3. Approve the form and terms of the Series 2018 Bond. (Exhibit B)
4. Appoint a Paying Agent and Registrar for the Series 2018 Bond as the City's Clerk.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
Issuance of the bonds will allow the Utility Department to expand its types of services to included chilled water. Users of the District Energy Plant will pay a user fee for the chilled water that will pay for the operation including the debt service on this bond. Bond proceeds will finance the construction of a District Energy Plant that will supply chilled water to surrounding properties.
Currently the City has three (3) outstanding Utility System Revenue Bonds:

1) 2002 Issue - $12,870,000 is currently outstanding and is scheduled to be paid off in the year 2020.
2) 2012 Issue - $44,200,000 is currently outstanding and is scheduled to be paid off in the year 2036.
3) 2016 Issue - $23,000,000 is currently outstanding and is scheduled to be paid off in the year 2031.
The current debt service payment on the three (3) outstanding bonds is approximately $6.6M for next year and with this additional financing it is estimated to increase to $7M-$7.4M.

FISCAL IMPACT: Non-budgeted
The issuance of the Utility System Revenue Bond, Series 2018 in the amount of $11,065,000 with an interest rate of 3.60% will increase annual debt service payments by approximately $805,000.

	Existing FY Debt Svc	New FY Debt Svc
FY 18/19	$6,617,800	$6,975,200
FY 19/20	$6,616,513	$7,422,383
FY 20/21	$6,616,723	$7,415,323

There will be no increase to property taxes nor will the General Fund be tapped to fund the debt service of the new bond issue. The repayment of Utility Revenue Bond debt will come solely from the revenues of the Utility System.

ALTERNATIVES: Do not proceed with issuing the Utility System Revenue bond, Series 2018.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Resolution	Resolution-Utility Syst Rev Bonds 2018
🗋	Exhibit	Exhibits
🗋	Memo	PFM Recommendation 2018

RESOLUTION NO. R18-___

A SERIES RESOLUTION PROVIDING FOR THE ISSUANCE OF $11,065,000 OF THE CITY OF BOYNTON BEACH, FLORIDA UTILITY SYSTEM REVENUE BOND, SERIES 2018; PROVIDING A METHOD FOR FIXING AND DETERMINING THE PRINCIPAL AMOUNT, INTEREST RATE, MATURITY DATE, REDEMPTION PROVISIONS AND OTHER DETAILS OF SAID BOND; AUTHORIZING THE SALE OF THE BOND TO CENTERSTATE BANK, N.A.; FINDING NECESSITY FOR A NEGOTIATED SALE OF SUCH BOND; PROVIDING FOR THE APPLICATION OF THE PROCEEDS OF SAID BOND AND CERTAIN OTHER MONEYS; DESIGNATING THE BOND REGISTRAR FOR SAID BOND; CONTAINING CERTAIN AUTHORIZATIONS AND OTHER PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach, Florida (the "City") is authorized by the Constitution and laws of the State of Florida, including the City's Charter and Chapter 166, Florida Statutes, to issue revenue bonds of the City payable from Pledged Revenues (as defined in the Bond Resolution hereinafter defined mentioned) for certain purposes; and

WHEREAS, pursuant to Resolution No. R 92 96 adopted by the City Commission of the City (the "City Commission") on June 16, 1992, as amended (the "Bond Resolution") obligations of the City may be issued and may be secured by a lien upon and pledge of certain "Pledged Revenues" as defined in and to the extent set forth in the Bond Resolution; and

WHEREAS, the City desires to issue a Bond (the "Series 2018 Bond") under the Bond Resolution to provide funds, together with available funds of the City, to pay costs of capital improvements to the City's Utility System consisting of facilities to provide chilled water to certain customers of the Utility System and to pay certain costs of issuing such Series 2018 Bond (the "2018 Project"); and

WHEREAS, prior to the issuance of the Series 2018 Bond the conditions set forth in Section 209 of the Bond Resolution shall be satisfied; and

WHEREAS, the City Commission has determined that the sale of such Series 2018 Bond through negotiation with CenterState Bank, N.A. (the "Lender") is in the best interest of the City; and

WHEREAS, the City Commission has received from the Lender the proposal attached hereto as Exhibit A (the "Proposal") whereby the Lender proposes to make a loan to the City to be evidenced by the Series 2018 Bond, and the City Commission has determined that the authorization of the acceptance of such proposal pursuant to the terms set forth in Section 6 hereof is in the best interests of the City and will effect the purposes set forth in the Bond Resolution; and

WHEREAS, it is necessary and desirable to specify a method for determining the dates, the interest rates, maturity dates and redemption provisions for such Series 2018 Bond;

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

Section 1. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Charter of the City of Boynton Beach, Florida, the Constitution of the State of Florida, including, but not limited to, Article VIII, Section 2 thereof, and other applicable provisions of law, including Chapter 166, Florida Statutes, and the Bond Resolution.

Section 2. Definitions. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Bond Resolution. The following terms, when used in this Resolution or in the Bond Resolution, as amended hereby, shall have the following meanings:

"Authorized Representative" means the Mayor or Vice-Mayor, and in the absence or inability to act of the Mayor or Vice-Mayor, the City Manager or any other City Commissioner (the absence or inability to act of the Mayor of Vice-Mayor as to any particular action being conclusively established by the taking of such action by the City Manager or other City Commissioner).

"Business Day" shall mean any day other than a Saturday, Sunday or other day on which the Payment Office of the Lender (as defined in the Series 2018 Bond) is lawfully and temporarily closed.

"Closing Date" shall mean the date on which the Series 2018 Bond are issued and delivered by the City and paid for by the Lender.

"Interest Payment Date" shall mean May 1 and November 1 of each year, commencing November 1, 2018.

Section 3. Authorization of Bond. A Bond is hereby authorized to be issued pursuant to this Resolution and Section 209 of the Bond Resolution in the principal amount of $11,065,000. The Bond hereby authorized shall be known as "Utility System Revenue Bond, Series 2018" (the "Series 2018 Bond"). Prior to the issuance of the Series 2018 Bond the conditions of Section 209 of the Bond Resolution shall be satisfied. The Series 2018 Bond is being issued for the principal purpose of providing funds to pay for capital improvements to the Utility System.

Section 4. Terms of the Series 2018 Bond.

(a) Form of Bond. The Series 2018 Bond shall be substantially in the form attached hereto as Exhibit B, with such changes as may be necessary or appropriate to conform to the provisions of this Resolution and the terms of the Series 2018 Bond set forth herein as may be approved by the officers of the City executing the Series 2018 Bond, such execution to be conclusive evidence of such approval.

(b) Amounts, Maturities, Redemption Provisions and Interest Rates. The Series 2018 Bond

shall be issued as a single bond for the entire principal amount of the Series 2018 Bond, shall be issued in registered form, shall be numbered R-1, shall be dated the date of its initial issuance and delivery, and shall bear interest from such date, payable on the Interest Payments Dates. The Series 2018 Bond shall be issued on such date, in the amount of $11,050,000, shall bear interest at the rate of 3.60% per annum (subject to adjustment as provided in the Series 2018 Bond), computed on the basis of a 360 day year consisting of twelve 30 day months, and shall mature on November 1 of the years and shall have such prepayment or redemption provisions, all as set forth in the Series 2018 Bond, and as shall be consistent with the Proposal.

(c) Reserve Account Requirement. The Reserve Account Requirement for the Series 2018 Bond shall be zero.

Section 5. Approval of Sale of the Series 2018 Bond. The City hereby determines that a negotiated sale of the Series 2018 Bond to the Lender is in the best interest of the City and the citizens and inhabitants of the City by reason of the volatility of the market for tax exempt bonds. Prior to the issuance of the Series 2018 Bond, the Lender shall file with the City the disclosure statement required by Section 218.385, Florida Statutes, and the competitive bidding for the Series 2018 Bond is hereby waived pursuant to the authority of Section 218.385(1), Florida Statutes.

Section 6. Execution and Delivery of the Series 2018 Bond. The Authorized Representative and the City Clerk are hereby authorized and directed on behalf of the City to execute the Series 2018 Bond as provided in the Bond Resolution and such officials are hereby authorized and directed upon the execution of the Series 2018 Bond in the form and manner set forth herein and in the Bond Resolution to deliver the Series 2018 Bond in the amount authorized to be issued hereunder to the Bond Registrar for authentication (upon the satisfaction of the conditions of Section 209 of the Bond Resolution) and delivery to or upon the order of the Lender upon payment of the purchase price set forth herein.

Section 7. Application of Proceeds. Proceeds from the sale of the Series 2018 Bond shall be applied to pay costs of the 2018 Project as further set forth in a certificate executed by the Authorized Representative at or prior to the issuance of the Series 2018 Bond.

Section 8. Amendments to Bond Resolution Applicable to Series 2018 Bond. Pursuant to the authority of Section 1001(a), (b), (c) and/or (d) of the Bond Resolution, and with the consent of the Bondholders of the Series 2018 Bond (which shall be deemed given by the Lender's acceptance of the ownership thereof), notwithstanding anything to the contrary contained in the Bond Resolution:

(a) The City Clerk shall serve as Bond Registrar with respect to the Series 2018 Bond; and

(b) The provisions of Article III of the Bond Resolution regarding "redemption" do not apply to the Series 2018 Bond, and the Series 2018 Bond shall be subject to prepayment as provided therein.

Section 9. Compliance with Tax Requirements. The City hereby covenants and agrees, for the benefit of the Bondholders from time to time of the Series 2018 Bond, to comply with the requirements applicable to it contained in Section 103 and Part IV of Subchapter B of Chapter 1 of the Internal Revenue Code of 1986, as amended (the "Code") to the extent necessary to preserve the exclusion of interest on the Series 2018 Bond from gross income for federal income tax purposes. Specifically, without intending to limit in any way the generality of the foregoing, the City covenants and agrees:

(1) to pay to the United States of America from, to the extent legally available, the funds and sources of revenues pledged to the payment of the Series 2018 Bond, and from any other legally available funds, at the times and to the extent required pursuant to Section 148(f) of the Code, the excess of the amount earned on all non-purpose investments (as defined in Section 148(f)(6) of the Code) (other than investments attributed to an excess described in this sentence) over the amount which would have been earned if such non purpose investments were invested at a rate equal to the yield on the Series 2018 Bond, plus any income attributable to such excess (the "Rebate Amount");

(2) to maintain and retain all records pertaining to and to be responsible for making or causing to be made all determinations and calculations of the Rebate Amount and required payments of the Rebate Amount as shall be necessary to comply with the Code;

(3) to refrain from using proceeds from the Series 2018 Bond in a manner that would cause the Series 2018 Bond to be classified as a private activity bond under Section 141(a) of the Code; and

(4) to take or refrain from taking any action that would cause the Series 2018 Bond to become an arbitrage bond under Section 103(b) and Section 148 of the Code.

The City understands that the foregoing covenants impose continuing obligations on the City to comply with the requirements of Section 103 and Part IV of Subchapter B of Chapter 1 of the Code so long as such requirements are applicable.

Unless otherwise specified in the Certificate as to Arbitrage and Other Tax Matters delivered in connection with the issuance of the Series 2018 Bond, the City shall designate a certified public accountant, Bond Counsel, or other professional consultant having the skill and expertise necessary (the "Rebate Analyst") to make any and all calculations required pursuant to this Section regarding the Rebate Amount. Such calculation shall be made in the manner and at such times as specified in the Code. The City shall engage and shall be responsible for paying the fees and expenses of the Rebate Analyst.

Section 10. Authorizations. The Authorized Representative, the City Clerk and the Assistant City Manager-Administrative Services are hereby jointly and severally authorized to do all acts and things required of them by this Resolution or the Bond Resolution, or desirable or consistent with the requirements hereof or thereof, for the full, punctual and complete performance of all terms, covenants and agreements contained in the Series 2018 Bond, the Bond Resolution and this Resolution, and to make any elections necessary or desirable in

connection with the arbitrage provisions of Section 148 of the Code.

Section 11. Business Days. In any case where the scheduled date for payment of principal, premium, if any, or interest of the Series 2018 Bond is not a Business Day, then such payment of principal, premium, if any, or interest need not be made on such date but may be made on the next succeeding Business Day, provided, however, that interest shall continue to accrue to and shall be payable on such succeeding Business Day.

Section 12. Provisions Required by the Lender. The following provisions shall apply for so long as, and only for so long as the Series 2018 Bond is Outstanding:

(a) The City shall within 270 days after the end of each of its Fiscal Years furnish to the Bondholder of the Series 2018 Bond the financial statements of the City for such Fiscal Year, together with an audit report of an independent certified public accountant to the effect that such audit has been conducted in accordance with generally accepted auditing standards and stating whether such financial statements present fairly in all material respects the financial position of the City and the results of its operations and cash flows for the periods covered by the audit report, all in conformity with generally accepted accounting principles applied on a consistent basis. The City shall also furnish to the Bondholder of the Series 2018 Bond, within sixty days after the adoption thereof, the annual budget of the City, and within thirty days after written request therefor such other information, other than any information required or permitted by law to be confidential, respecting the affairs, condition and/or operations, financial or otherwise, of the City, as the Bondholder may reasonably request, including but not limited to a certification as to the absence of any Event of Default and compliance by the City with the covenant of Section 502 of the Bond Resolution.

(b) The City shall within ten Business Days after it acquires knowledge thereof, notify the Bondholder in writing at the Payment Office of the Lender of the happening, occurrence, or existence of any Event of Default and any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Bondholder, with such written notice, a detailed statement by a responsible officer of the City of all relevant facts and the action being taken or proposed to be taken by the City with respect thereto. Regardless of the date of receipt of such notice by the Bondholder, such date shall not in any way modify the date of occurrence of the actual Event of Default.

(c) It shall be an Event of Default if the City shall fail to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution for a period of thirty days after the earlier of (i) the date written notice specifying such failure and requesting that it be remedied, is given to the City by the Bondholder or (ii) the date the City was required to give notice of the event or condition to the Bondholder pursuant to this Resolution, unless the Bondholder shall agree in writing to an extension of such time prior to its expiration.

(d) If an Event of Default shall occur, the City shall pay, but only from the Pledged Revenues, the reasonable costs incurred by the Lender in the enforcement of its rights hereunder, under the Bond Resolution and under the Series 2018 Bond, including reasonable attorney's fees and expenses, including in connection with any appeal.

(e) For purposes of Section 502 of the Bond Resolution, the definition of "Principal and Interest Requirements" shall be applied without the application of clauses (a), (b), (c), (e), (f), (g), (h), (i) and (j) thereof, and shall include all principal and interest required to be paid on Outstanding Bonds during the relevant Fiscal Year.

(f) For purposes of Section 209 of the Bond Resolution, the definition of "Principal and Interest Requirements" shall be applied without the application of clause (b) thereof.

(g) Section 209(1) shall be applied by inserting at the end thereof: “Adopted increases which are not effective (that is, actually being or to be collected) in the then-current or the succeeding fiscal year shall not be taken into account.

(h) Section 209(4) shall be applied only to the extent that the period for which the Assessments or Impact Fees have been imposed and the anticipated receipts therefrom substantially correspond to the Principal and Interest Requirements of the proposed Additional Bonds (or are otherwise acceptable to the Lender).

(i) Section 210(f) of the Bond Resolution shall be applied by inserting the words "in either the Maximum Principal and Interest Requirements or" after the word "increase."

(j) Section 212(a) of the Bond Resolution shall not be applicable.

(k) As a condition to any amendment to any Bonds, Alternative Parity Debt or Short Term Indebtedness that would change the Principal and Interest Requirements applicable thereto, the City shall satisfy the requirements of either Section 209(c) or 210(f) of the Bond Resolution as if the amended Bonds, Alternative Parity Debt or Short Term Indebtedness was newly incurred on the effective date of the amendment.

(l) The City shall not consolidate any Separate System into the Utility System pursuant to Section 710 of the Bond Resolution unless, in addition to the requirements of said Section 710, such Separate System consists only of land, structures and facilities used or useful for the collection, transmission, treatment, disposal and reclamation of sewage and stormwater runoff and for the cooling, supply, storage, treatment, transmission and distribution of potable and non-potable water, which may include chilled water.

(m) No modification or amendment of this Resolution or of any resolution amendatory hereof or supplemental hereto may be made except with the written consent of the Bondholder. No modification or amendment to Sections 209 through 212, Article V, Sections 701 and 706, Article VIII, Article X and Article XI of the Bond Resolution (or the definitions referenced therein) may be made without the written consent of the Bondholder.

Section 13. Resolution to Constitute a Contract. In consideration of the purchase and acceptance of the Series 2018 Bond authorized to be issued hereunder by those who shall be the holders thereof from time to time, this Resolution shall constitute a contract between the City and such holders, and all covenants and agreements herein and in the Bond Resolution

set forth to be performed by the City shall be for the equal benefit and security of all of the holders.

Section 14. No Implied Beneficiary. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Series 2018 Bond is intended or shall be construed to give any person other than the City, the Lender and the Bondholder, any legal or equitable right, remedy or claim under or with respect to this Resolution or the Bond Resolution or any covenants, conditions, and provisions herein contained; this Resolution and the Bond Resolution and all of the covenants, conditions and provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the City, the Lender and the Bondholder.

Section 15. Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not effect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatsoever.

Section 16. Repealer. All Resolutions or parts thereof of the City in conflict with the provisions herein contained or, to the extent of any such conflict, hereby superseded and repealed.

Section 17: This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this _____ day of _____, 2018.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Judith Pyle, CMC
City Clerk

(Corporate Seal)

NON-BINDING PROPOSAL

May 4, 2018

City of Boynton Beach, FL Commissioners
100 East Boynton Beach Boulevard
Boynton Beach, FL 33435

Dear Commissioners:

CenterState Bank, N.A. ("CenterState Bank") is pleased to have the opportunity to consider your loan request. This letter is a Non-Binding Proposal. All quoted rates are applicable for closing held on or before April 30, 2018.

Borrower:	City of Boynton Beach, Florida (The "City" or "Borrower")
Reference:	City of Boynton Beach, Florida – Non-Bank Qualified Tax-Exempt Financing Request for Proposal. Utility System Revenue Bond, Series 2018
Purpose:	The Series 2018 Bond proceeds will be used to refinance the cost of a District Energy System (DES) that is being constructed to provide cooling energy to groups of buildings located within a centralized geographic area. A central plant contains all the equipment used to cool the water (cooling tower, pump and chiller equipment) and this cooled water is pumped through a looped piping system to buildings where the warm air from the building is blown over coils containing the chilled water from the plant cooling the air.
Loan Amount:	Not to Exceed **$11,100,000** (Eleven Million One Hundred Thousand Dollars)
Rates:	All quoted rates are applicable for closing held on or before June 30, 2018.
Security:	The principal and interest on the 2018 Bond will be payable solely from and secured by a pledge of the Pledged Revenues, which include (i) Net Revenues of the System, (ii) certain Impact Fees, and (iii) subject to application thereof as provided in the Resolution, amounts in certain funds and accounts established under the Resolution. No Debt Service Reserve Fund will be funded for the 2018 Bond. The lien of the 2018 Bond on the Pledged Revenues will be on parity with the 2002 Bonds, 2012 Bonds, 2016 Bond and any Additional Bonds issued under the Utility System Bond Resolution.

NON-BINDING PROPOSAL

Non-Bank Qualified Tax Exempt:

15 YR Maturity Date:	November 1, 2032 (Approximately 15 years from closing)
Interest Rate:	**3.30%** Non-Bank-Qualified Tax Exempt Fixed Rate based on 30/360 day-count basis
Default Rate:	6.30%
Repayment Terms:	15 years principal + interest payments. Interest Payment Dates: Semiannually May 1 and November 1, commencing Nov 1, 2018 Principal Payment Dates: November 1st of each year, commencing November 1, 2019. Principal Payments per Exhibit A of subject RFP.
20 YR Maturity Date:	November 1, 2037 (Approximately 20 years from closing)
Interest Rate:	**3.60%** Non-Bank-Qualified Tax Exempt Fixed Rate based on 30/360 day-count basis
Default Rate:	6.60%
Repayment Terms:	20 years principal + interest payments. Interest Payment Dates: Semiannually May 1 and Nov 1, commencing Nov 1, 2018 Principal Payment Dates: November 1st of each year, commencing November 1, 2019. Principal Payments per Exhibit A of subject RFP.
Prepayment Provisions:	Prepayable in whole or in part at any time.
Legal Counsel Fees:	$6,800
Late Fees:	Bank may at its option collect from the Borrower a late charge of five percent (5.00%) of any payment not received by Bank within ten (10) days after the payment is due.
Event of Default:	Upon an event of default as described in the bond resolution, the holder may recover from the Borrower all expenses incurred including without limitation reasonable attorney's fees, at all levels of proceedings, whether incurred in connection with collection, bankruptcy, proceedings, trial, appeal or otherwise.

CenterState

NON-BINDING PROPOSAL

Covenants:

1.) The City will provide a copy of its comprehensive annual financial report (CAFR) within 270 days of FY end and the City's Budget within 60 days of adoption.
2.) Borrower shall provide such other information as is reasonably requested by the Bank.
3.) Upon request of Bank, Borrower shall provide a no default and covenant compliance certificate.
4.) Other usual and customary covenants for a transaction of this type, substantially as in the City's existing Utility System Bond Resolution.
5.) The interest rate will be adjusted to provide the Bank with the same after-tax yield if there is a determination of taxability with respect to the Loan as a result of any action or inaction of the Borrower.
6.) The Bank will require delivery of the opinions of bond counsel and the City attorney in form and substance satisfactory to the Bank.
7.) Loan documents to be reviewed and approved by Bank's bond counsel. Whether issued as parity debt or alternative parity debt under the existing Utility System Bond Resolution, the following points will need to be addressed in the loan documentation to the satisfaction of the Bank:

a) for purposes of the rate covenant, principal and interest requirements must include all debt service actually paid on parity debt during the relevant measurement period;

b) for purposes of the additional parity debt test, principal and interest requirements shall include projected long term debt service on any interim bonds;

c) the additional parity debt test shall be met with respect to the issuance (or material modification, including a conversion) of any additional parity debt (other than refunding debt as described below), unless waived by the Bank;

d) refunding debt shall not be required to meet the additional parity debt test if there is no increase in maximum annual debt service;

e) for purposes of the additional parity debt test, revenue adjustments (i) for rate increases shall only be included to the extent then being collected (i.e, excluding future rate increases) and ii) relating to assessments or impact fees to be collected in the future shall only be taken into account only if approved by the Bank;

f) no separate system shall be combined into the System without the consent of the Bank; and

g) amendments affecting the loan or the security therefor shall require the consent of the Bank.

8.) Anti-dilution test and rate covenant conforming to City's existing covenants (subject to the preceding paragraph) and deemed satisfactory to the Bank.

Conditions:

1.) CenterState Bank requests (but not required) the City to maintain a checking account with the Bank

NON-BINDING PROPOSAL

This Non-Binding Proposal is solely and exclusively intended to serve as a summary of potential credit facility terms and conditions as a basis for preliminary discussion purposes only and to demonstrate CenterState Bank's interest in reviewing your loan request and, subject to CenterState Bank's underwriting requirements, and submission of your request for approval. This proposal may not include all of the terms and provisions that may be contained in any binding commitment letter which may later be offered to you. No oral communications between the parties shall be deemed to supersede this Non-Binding Proposal or indicate any commitment to extend credit in any form.

Upon approval of your loan, a commitment letter signed by a CenterState Bank officer will be provided to you for your consideration.

Sincerely,

Jarrod Trefelner
Vice President & Commercial Lender

5/04/2018
Date

Acceptance:

By accepting this Non-Binding Proposal you acknowledge and agree to the terms hereof, including without limitation the non-binding nature of this Proposal.

_____ _____

City of Boynton Beach, FL Commissioners Date

Contact Information:

Jarrod Trefelner | VP | Commercial Loan Officer
5001 Okeechobee Rd | Fort Pierce, FL 34947
Cell 772.201.4991 | Office 772.293.0636 | Fax 772.460.2332
JTrefelner@centerstatebank.com
NMLS ID 1189742

EXHIBIT B

No. R-1 $11,065,000.00

City of Boynton Beach, Florida
Utility System Revenue Bond, Series 2018

Maturity Date	Interest Rate	Original Issue Date
November 1, 2037	3.60%	June 8, 2018

BONDHOLDER: CenterState Bank, N.A.

PRINCIPAL AMOUNT: Eleven Million Sixty-Five Thousand and No/100 Dollars

The City of Boynton Beach, Florida (herein called the "City"), a political subdivision and public body politic and corporate of the State of Florida, duly organized and operating under the constitution and laws of the State of Florida, is justly indebted to and hereby promises to pay to the Bondholder shown above or to the registered assigns thereof (the "Bondholder") on the date specified above (or earlier as hereinafter referred to), the principal sum shown above, or such lesser amount as shall be outstanding hereunder, and interest on such principal sum from the date hereof at the rate per annum specified above (subject to adjustment as hereinafter provided), computed on the basis of a 360-day year consisting of twelve 30-day months, until payment of such principal sum.

The principal hereof shall be repaid in installments, due on November 1 of the years and in the amounts set forth in the following table, and on November 1, 2037 the entire outstanding principal balance hereof plus all accrued and unpaid interest thereon shall be paid in full:

Year	Principal Due
2019	$415,000.00
2020	430,000.00
2021	445,000.00
2022	465,000.00
2023	480,000.00
2024	495,000.00
2025	515,000.00
2026	535,000.00
2027	550,000.00
2028	570,000.00
2029	595,000.00
2030	615,000.00
2031	635,000.00
2032	660,000.00
2033	680,000.00
2034	705,000.00
2035	730,000.00
2036	760,000.00
2037	All remaining principal

Interest on the outstanding principal balance shall be paid in arrears, on the first day of each May and November, commencing November 1, 2018.

Prepayments of principal, in whole or in part, may be made by the City on any Business Day. The City shall provide the Bondholder with at least three days' prior written notice of any prepayment, which notice may be conditional or revocable by the City. The City shall also pay the interest accrued on any principal being prepaid. Prepayments of less than the entire principal balance hereof shall be applied to the remaining scheduled installment(s) of principal to be paid hereon in the inverse order of the due dates thereof, or in such other order as agreed upon in writing by the City and the Bondholder.

All payments made by the City to the Registered Holder shall be applied first to accrued interest, then to any other amounts as shall be owing by the City to the Registered Holder hereunder, and then to principal.

All payments hereon shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts, and shall be made by wire transfer by the City to the Registered Holder in accordance with written instructions provided by the Registered Holder to the City, or in such other manner as may be agreed upon by the City and the Registered Holder. The place of payment designated by the Bondholder being referred to as the "Payment Office of the Lender." Presentment of this Bond is not required for payment hereof.

As used in this Bond:

(1) "Code" means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto; and

(2) "Determination of Taxability" shall mean the circumstance of interest payable on this Bond becoming includable for federal income tax purposes in the gross income of the Bondholder hereof as a consequence of any act or failure to act by the City. A Determination of Taxability shall be evidenced by (i) the issuance by the Internal Revenue Service of a statutory notice of deficiency or other written notification which holds in effect that the interest payable with respect to this Bond is includable for federal income tax purposes in the gross income of the Bondholder, which notice or notification is not contested by either the City or the Bondholder, or (ii) a determination by a court of competent jurisdiction that the interest payable with respect to this Bond is includable for federal income tax purposes in the gross income of the Bondholder, which determination either is final and non-appealable or is not appealed within the requisite time period for appeal, or (iii) the admission in writing by the City that interest payable with respect to this Bond is includable for federal income tax purposes in the gross income of the Bondholder, in each case solely due to an action or a failure to act by the City.

Upon the occurrence of a Determination of Taxability, the interest rate on this Bond shall be adjusted to a rate equal to the lesser of the maximum lawful rate or 3.60% divided by one minus the Maximum Corporate Tax Rate (hereinafter defined) (the "Adjusted Interest Rate"), as of and from the date such determination would be applicable with respect to this Bond (the "Accrual Date"); and (i) the City shall on the next May 1 or November 1, whichever is first, pay to the Bondholder an

amount equal to the sum of (1) the difference between (A) the total interest that would have accrued on this Bond at the Adjusted Interest Rate from the Accrual Date to such May 1 or November 1, and (B) the actual interest paid by the City on this Bond from the Accrual Date to such May 1 or November 1, and (2) any penalties, fines, fees, costs and interest required to be paid by the Bondholder to the Internal Revenue Service as a result of such Determination of Taxability; and (ii) from and after the Determination of Taxability, this Bond shall continue to bear interest at the Adjusted Interest Rate for the period such determination continues to be applicable with respect to this Bond. This adjustment shall survive payment of this Bond until such time as the federal statute of limitations under which the interest on this Bond could be declared taxable under the Code, shall have expired.

"Maximum Corporate Tax Rate" means the highest marginal rate of United States income tax imposed on the taxable income of the Bondholder pursuant to the Code.

After the occurrence of any default under the hereinafter described Resolution, notwithstanding any other terms hereof or of the Resolution, the Interest Rate on this Bond shall be adjusted to the lesser of 6.60% per annum and the maximum rate allowed under applicable law.

This Bond is one of a series of Bonds designated "Utility System Revenue Bond, Series 2018" the "Series 2018 Bond"), issued by the City pursuant to Resolution No. 92-96 adopted by the City Commission of the City on June 16, 1992, as amended and supplemented (the "Bond Resolution"), particularly as amended and supplemented by that certain resolution adopted by the City Commission of the City in furtherance of the Bond Resolution on June 5, 2018 (the "Series Resolution" and, together with the Bond Resolution, the "Resolution"). This Bond is secured by and is payable under the Resolution as a "Bond" thereunder, on a parity with all other Bonds thereunder to the extent provided therein.

Reference is made to the Resolution for a more complete statement of the provisions thereof and of the rights and duties of the City, the Bond Registrar and the owners of Bonds. Copies of the Resolution are on file and may be inspected at the offices of the City. By the purchase and acceptance of this Bond, the holder hereof signifies assent to all of the provisions of the Resolution.

IN WITNESS WHEREOF, the City of Boynton Beach, Florida by resolution duly adopted by its City Commission, has caused this Bond to be signed by its Vice-Mayor and to be attested by its City Clerk and the official seal of the City to be impressed hereon, all as of the 8th day of June, 2018.

[SEAL] CITY OF BOYNTON BEACH, FLORIDA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

* * * * * * *

CERTIFICATE OF AUTHENTICATION

This Bond is the Bond of the series designated herein and issued under the provisions of the within-mentioned Resolution.

City Clerk of the City of Boynton Beach, Florida,
as Bond Registrar

By:_____
City Clerk

Date of authentication: June 8, 2018

May 9, 2018

Recommendation Memorandum

To: Tim Howard, *Assistant City Manager – Administrative Services*

From: Jay Glover, *Managing Director* – PFM Financial Advisors LLC

Re: Utility System Revenue Bond, Series 2018 – Recommendation Memo

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PFM Financial Advisors LLC ("PFM") was engaged by the City of Boynton Beach, Florida (the "City") to serve as financial advisor for the City's proposed issuance of the Utility System Revenue Bond, Series 2018 (the "2018 Bond") to be issued to finance the cost of a District Energy System (DES) that is being constructed to provide cooling energy to groups of buildings located within a centralized geographic area. Based on the size (not to exceed $11.1 million), term (up to 20 years), reduced costs of issuance, desire for expedited implementation and recent aggressive bids received from banks for comparable transactions; PFM recommended the City pursue a privately placed direct bank loan, which in today's market conditions was expected to be an efficient and cost effective method of financing.

At the City's direction, PFM distributed a request for proposals ("RFP") on April 18, 2018 to a list of local, regional and national financial institutions to identify the institution that could provide the City with a fixed rate, non-bank qualified term loan at the lowest overall borrowing cost, pursuant to certain conditions as determined by the City. The RFP requested interest rate proposals be provided based on a 15 and/or 20 year amortization. Prior to the submittal deadline (May 4, 2018) the City received nine (9) proposals from the following firms: Bank of America, CenterState Bank, JPMorgan Chase Bank, Pinnacle Public Finance, Raymond James, Signature Public Funding, Sterling National Bank, SunTrust Bank and TD Bank. A summary of each proposal is included as Exhibit A.

Based on PFM's review and discussions with City staff and Bond Counsel, it was determined that CenterState Bank provided the best proposal when considering interest rate, final maturity, prepayment flexibility, and other terms/conditions. CenterState Bank proposed a 20 year fixed interest rate of 3.60% that is callable at any time with no prepayment penalty. Their proposed interest rate is locked through a closing date (no later than June 8, 2018) so the City isn't affected by any interest rate movements between the date of proposal submission and closing. Additionally, the only interest rate adjustment post-closing would be for a determination of taxability as a result of action or inaction of the City. PFM and Bond Counsel have reviewed all of the other terms and conditions of the CenterState Bank proposal and concluded that they are standard for transactions of this nature.

Based on the locked fixed interest rate, prepayment flexibility at par at any time and standard terms and conditions, PFM recommends selecting CenterState Bank as the loan provider at a rate of 3.60%. We anticipate bringing the Bond Resolution to the City Commission for consideration at the

May 31, 2018 meeting. If you have any questions please feel free to contact me at 407-406-5760 or gloverj@pfm.com.

EXHIBIT A – Summary of Proposals

City of Boynton Beach, Florida
Utility System Revenue Bond, Series 2018
RFP Summary

	BAML	CenterState Bank	JPMorgan
Contact Information	Michael Romano Senior Vice President 770-510-4046 mike.romano@baml.com	Jarrod Trefelner VP, Commercial Loan Officer 772-293-0636 JTrefelner@centerstatebank.com	Ralph Hildevert Relationship Executive 305-579-9320 ralph.hildevert@jpmorgan.com
Final Maturity	11/1/2032	Option A: 11/1/2032 Option B: 1/1/2037	11/1/2032
Tax Exempt Fixed Interest Rate	Option A: 3.01% (indicative) Option B: 3.13% (indicative) Option C: 3.26% (indicative)	Option A: 3.30% (fixed) Option B: 3.60% (fixed)	Option A: 3.38% (indicative) Option B: 3.55% (indicative) Option C: 3.43% (indicative)
Rate Set Calculation	Option A; Fixed rate for a 103-month Interest Rate Swap for 3-month LIBOR + 6 bps Option B: Fixed rate for a 103-month Interest Rate Swap for 3-month LIBOR + 18 bps Option C: Fixed rate for a 103-month Interest Rate Swap for 3-month LIBOR + 31 bps	N/A	Not specified
Rate Locked to Closing, or Date to be set	Pricing formula valid until July 6, 2018 Rate lock agreement would fix the interest rate two business days prior to closing date, subject to breakage penalty	Rates valid for closing on or before June 30, 2018	Rates subject to change daily until a written rate lock letter agreement is executed
Prepayment Penalty	Option A: Make Whole provision (see proposal for Prepayment Fee calculation) Option B: Prepayable in whole or in part, on 5/1/2028 or the first business day of the month thereafter, without penalty Option C: Prepayable in whole or in part, on 11/3/2025 or the first business day of the month thereafter, without penalty	Prepayable in whole or in part at any time	Option A: Non-callable (or subject to breakage costs) Option B: Prepayable in whole or in part, on or after 11/1/2023, without penalty Option C: Prepayable in whole or in part, on or after 11/1/2028, without penalty
Legal/Other Fees	$5,500	$6,800	$7,500
Other Conditions	(i) Proposal will expire 7/6/2018 (ii) Funding amount to be fully drawn at closing (iii) Prepayment requires 5 days prior written notice and in minimums acceptable to Bank (iv) Upon determination of taxability, bonds will bear interest from the date that taxability commences at a rate equal to the product of the tax-exempt rate and the Taxable Rate Factor of ~1.26583 (v) In Event of Default or Credit Event, rate shall accrue to 6% over the prevailing rate (vi) If either (i) no rated bonds or (ii) long term rating is below Baa3/BBB- the interest rate shall increase to Credit Event Rate System Revenue Bonds throughout the term of the Bonds. (vii) Annual audited financial statements due within 270 days of each FYE	(i) Bank requests (but doesn't require) that City maintain a checking account with the bank (ii) Default rate of 6.30% for Option A, or 6.60% for Option B (iii) Late fee of 5% on payments more than 10 days past due (iv) In the event the loan is not considered Tax Exempt due to fault of the City, interest rate will be adjusted to provide Bank with same after-tax yield (v) Additional covenants regarding to the additional parity debt test will need to be addressed in the loan documentation to the satisfaction of the Bank (vi) Must provide CAFR within 270 days of FYE and budget within 60 days of adoption	(i) Terms of proposal will expire 7/3/2018 (ii) Bond proceeds to be fully drawn at closing (iii) Default rate computed at 4.0% + the higher of a) the Bank's Prime Rate and b) 2.5% plus the 1-month Adjusted LIBOR Rate (iv) In event that the Bond loses tax exemption status as a result of violations of the tax covenants, Bank would require an interest rate adjustment to account for such loss (v) Must provide CAFR within 180 days after each FYE, and additional information as reasonably requested

City of Boynton Beach, Florida
Utility System Revenue Bond, Series 20
RFP Summary

	Pinnacle Public Finance	Raymond James	Signature Public Funding
Contact Information	Blair Swain Senior Vice President 480-419-3634 Bswain@BankUnited.com	Cord King Tax-Exempt Lending Manager 727-567-2055 cord.king@raymondjames.com	Doug Dillon Executive Sales Officer 410-704-0083 ddillon@signatureny.com
Final Maturity	Option A: 11/1/2032 Option B: 11/1/2037	11/1/2032	Option A: 11/1/2032 Option B: 11/1/2037
Tax Exempt Fixed Interest Rate	Option A: 3.60% (fixed) Option B: 4.10% (fixed)	3.49% (fixed)	Option A: 3.64% (fixed) Option B: 4.50% (fixed)
Rate Set Calculation	N/A	N/A	N/A
Rate Locked to Closing, or Date to be set	Rate valid through June 15, 2018	Rate locked until closing date on or before June 15, 2018 Thereafter, may be reset subject to market conditions	Rates valid if proposal is accepted by May 15, 2018 and transaction closes by June 30, 2018 Thereafter, rate may be adjusted based changes in the average life Swap Rate in effect on any of the 3 days prior to actual closing date
Prepayment Penalty	Prepayable in whole, but not in part, after 11/1/2019 without penalty	Prepayable in whole or in part, on or after 11/1/2028, without penalty Prepayment prior to 11/1/2028 is subject to a premium	Prepayable in whole, prior to 5/1/2028, at a premium of 101%; thereafter, on any interest payment date, without penalty
Legal/Other Fees	$5,500	$7,500	$7,500
Other Conditions	(i) Lender prefers proceeds be deposited in a segregated account during construction (ii) If loan becomes taxable by fault of the Barrower, taxable rate of interest will be 4.56% for Option A or 5.19% for Option B (iii) Default rate equal to 6%, or 7% if loan becomes taxable (iv) Proposal specifies that ABT and Rate Covenant requiring 1.10x minimum coverage is subject to negotiation (v) Must provide CAFR within 210 days after each FYE, and additional information as reasonably requested	(i) Term sheet expires if the transaction doesn't close on or before 6/15/2018 (ii) Original Issue Discount: Lender will make loan at a discount of 0.25% of the par amount for Federal income tax purposes ($27,750). (iii) Prepayment requires 30 days written notice and partial prepayment subject to minimum amount of $1,000,000 (iv) If loan becomes taxable by fault of the Barrower, taxable rate of interest will be 4.64% (v) Default rate calculated as the greater of a) the Federal Reserve Bank's Prime Rate + 3%, b) the Federal Funds Rate + 5%, or c) 7% (vi) Must provide annual audits and budgets within 210 days of FYE	(i) Prepayment requires 30 days prior notice (ii) Taxable Interest Rate = 6.25% (iii) Late payments of subject to additional interest at maximum per annum rate of 6.25% charged daily after 30 days

City of Boynton Beach, Florida
Utility System Revenue Bond, Series 20
RFP Summary

	Sterling National Bank	SunTrust	TD Bank
Contact Information	Mark Cargo Managing Director 704-287-4493 mcargo@snb.com	W. Dane Sheldon Senior Vice President 561-835-2603 dane.sheldon@suntrust.com	Delle Joseph Vice President 305-441-5692 Delle.joseph@td.com
Final Maturity	Option A: 11/1/2032 Option B: 11/1/2037	11/1/2032	11/1/2032
Tax Exempt Fixed Interest Rate	Option A: 3.68% (fixed) Option B: 3.94% (fixed)	Option A: 3.27% (fixed) Option B: 3.85% (fixed) Option C: 3.52% (fixed)	Option A: 3.29% (indicative) Option B: 3.63% (indicative)
Rate Set Calculation	Option A: 79% * (10-yr LIBOR Swap Rate + 169 bps) Option B: 79% * (10-yr LIBOR Swap Rate + 202 bps)	N/A	(81.5% * 15-yr USD 1100 ICE Swap Rate) + 82 bps
Rate Locked to Closing, or Date to be set	Rates valid through June 3, 2018 Thereafter, rate will be subject to adjustment 5 days prior to closing date using the formula above	Rate lock until June 15, 2018	Bank will re-calculate and hold rate until closing date for up to 90 days from date of formal request to do so
Prepayment Penalty	Years 1-5: No Call Years 6-10: 101% Thereafter: 100%	Option A: Standard Make Whole provision, with exception allowing up to 15% of each year's starting principal balance to be prepaid without penalty Option B: Prepayable after 2 years without penalty Option C: Prepayable after 7 years without penalty	Option A: Prepayable, in whole or in part, subject to yield maintenance premium Option B: Prepayable, in whole or in part, without penalty
Legal/Other Fees	$0	$7,500	$7,500
Other Conditions	(i) Term sheet expires 6/15/2018 unless accepted or extended (ii) Proceeds can be funded into an escrow account with Sterling at no cost (iii) Proposal stipulates ABT of 1.25x, which is higher than the 1.10x required under the Resolution (iv) Prepayment requires 30 days prior written notice	(i) If loan isn't funded on or before 6/15/2018, Lender may offer a new fixed rate and revised closing day that is acceptable to the Barrower (ii) Prepayment requires 2 days prior written notice (iii) Default rate shall be Prime + 5%, if not subject to acceleration the default rate is 18% (iv) Must provide audited financials within 270 days of FYE and annual budget within 30 days of adoption (v) Includes increased cost and yield protection provisions	(i) See proposal language for calculations used to determine prepayment fees associated with Option A (ii) Late charge of 6% for any payment more than 15 days past due (iii) Default rate shall be 8% in excess of the Bank's Prime Rate or the maximum allowed under law (iv) During the life of the Loan, Borrower shall maintain a minimum Public Debt Rating of BBB- or equivalent on System debt issued by the City that carries such rating (v) Must provide audited financials within 210 days of FYE and annual budget within 30 days of adoption

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/5/2018

REQUESTED ACTION BY COMMISSION:
PROPOSED ORDINANCE NO. 18-009 - FIRST READING - Approve proposed Ordinance amending Chapter 15, Article VIII, Chronic Nuisance Property Code to clarify certain sections.

EXPLANATION OF REQUEST: On June 6, 2017 the Commission passed Ordinance 17-012 on Second Reading. Since that time, City staff has reviewed the ordinance and identified areas of the ordinance to be streamlined and clarified.
The proposed revisions to the ordinance are in the best interest of the health, safety, and welfare of the citizens and residents of the City and furthers the City's interest in creating a partnership with property owners to address chronic nuisance activities in the community.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Through a combined effort between City departments, a partnership will be created with owners to address the negative results caused by chronic nuisance activities and address excessive calls for service to the Police and Fire Departments.

FISCAL IMPACT: Non-budgeted

ALTERNATIVES: Reject the proposed ordinance.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance amending Chronic Nuisance Property Code

ORDINANCE NO. 18-____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING CHAPTER 15, ARTICLE VIII, "CHRONIC NUISANCE PROPERTY CODE"; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, on June 6, 2017 the City Commission repealed and replaced Ord. No. 06-096, § 2, adopted January 2, 2007, replaced it with Ord. 17- 012, §§ 1—7, and renamed it the Chronic Nuisance Property Code; and

WHEREAS, following implementation of the Chronic Nuisance Property Code, City staff identified elements which needed clarification; and

WHEREAS, the City Commission, deems it appropriate and in the best interests of the health, safety and welfare of the citizens and residents of the City of Boynton Beach to amend the Chronic Nuisance Property 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 true and correct and incorporated herein by this reference.

Section 2. Article VIII, of Chapter 15 of the City's Code of Ordinances is hereby amended as follows:

Section 15-112 Definitions

(a) Chronic nuisance property. A property on which one or more continuing nuisance activities occurs or re-occurs.

(b) Chronic Nuisance Services. Remedial action(s) taken by the City to eliminate or mitigate a nuisance condition that threatens public health, safety, or welfare.

(c) Corrective Action Plan. A plan prepared by the City, incorporated in the Nuisance Abatement Agreement, and agreed to by the owner to address and

eliminate nuisance activity on the owner's property by the implementation of proactive steps by the property owner.

(d) Nuisance activity. Nuisance activity or nuisance means any activities relating to the following violations, whenever engaged in by the property owner, operator, agent, tenant, or invitee of the property owner, operator, agent or tenant:

. . .

26. Two (2) or more calls for service within a period of thirty (30) calendar days to the same property for police, fire, medic, emergency personnel, or other City personnel to assist an individual who displays the symptoms of an overdose of a controlled substance.

(e) Nuisance Abatement Agreement. An agreement entered into between the City and property owner that contains a "Corrective Action Plan" to be implemented by the property

owner to address and abate the nuisance activity.

. . .

(h) **Pattern of nuisance activity**. Real property shall be deemed to exhibit a pattern of nuisance activity when:

(1) The City has responded to three or more nuisance activities at the property within 30 days; or

(2) The City has responded to seven or more nuisance activities at the property within six months; or

. . .

Section 15-113 Construction and application.

(a) Pattern of nuisance activity will not be construed to include:

(1) A nuisance activity where the property owner, operator, agent, tenant, or invitee of the property owner, agent or tenant is the victim of a crime; or

(2) A complaint or call for service to which the City responded and determined that no violation was committed.

(3) A Domestic violence call.

Section 15-114 Separate occurrences.

(a) For purposes of this article, each time (instance) that the City responds to a nuisance activity at the property shall be a separate occurrence.

Section 15-115 Declaration of Chronic Nuisance ; Corrective Action Plan

. . .

(c) A Nuisance Abatement Agreement shall set forth a Corrective Action Plan with specific measures that the property owner must take to curtail or eliminate the re-occurrence of nuisance activities at the property. The Nuisance Abatement Agreement shall contain a timetable for corrective action. The Corrective Action Plan may include abatement measures which must be taken by the property owner such as:

(1) Commencement of an eviction action by the property owner pursuant to Chapter 83 Florida Statutes to remove from the property those individuals engaged in the nuisance activity;

(2) Implementation of "crime prevention through environmental design" (CPTED) measures;

(3) Frequency of site visits and inspections by the owner or owner's agents at various times of both day and night;

(4) Hiring of property management;

(5) Hiring of private security;

(6) Installation of security cameras;

(7) Use of a written lease agreement which delineates prohibited tenant or tenant invitee conduct;

(8) Criminal background checks for prospective tenants and lease renewals;

(9) The Operator must post "no trespassing" signs at the property and execute of a "no trespass affidavit" authorizing the police department to act as an agent of the property owner to enforce trespass statutes on the property;

(10) The Operator must make regular requests to the police and fire departments for offense and incident reports relating to the property. Reports are available through the records division;

(11) Written documentation of any and all efforts to curtail or eliminate the re-occurrence of nuisance activities on the property;

(12) Other action that the City determines is reasonably sufficient to curtail or eliminate the re-occurrence of nuisance activities on the property.

. . .

(g) If the City determines during the monitoring period that the Corrective Action Plan is not adequate to curtail or eliminate the re-occurrence of nuisance activities on the property, the City may require the property owner to revise the Corrective Action Plan. The determination as to whether or not the Corrective Action Plan is adequate is in the sole and exclusive discretion of the City, based on the totality of the circumstances for the specific property.

Section 15-116 Refusal To Sign or Violation of Agreement.

. . .

(b) A request for hearing shall be filed by the Director of Community Standards or designee with the City within 15 days from the deadline for entry into a Nuisance

Abatement Agreement or the violation of a provision of the Agreement or Corrective Action Plan.

(c) The City shall schedule a hearing before the City's Special Magistrate. The hearing shall be limited to the review of the record or evidence upon which the City based the Declaration of Chronic Nuisance or the failure by the property owner implement the Agreement/Corrective Action Plan and any rebuttal offered by the property owner. All testimony shall be under oath and the City and property owner shall be afforded the opportunity to call or cross-exam any witness.

(f) After hearing the testimony and evidence, the Special Magistrate shall either uphold or reject (i) the City's Declaration of Chronic Nuisance or (ii) the notice of violation regarding the Corrective Action Plan, as appropriate.

. . .

Section 15-117.5 Change in title to chronic nuisance property.

(a) Purchase at judicial sale upon final judgment of foreclosure. Every purchaser of a chronic nuisance property at judicial sale upon final judgment of foreclosure shall provide the City with a Corrective Action Plan and implement a Corrective Action Plan no later than 45 days from the date of sale.

(b) Receivership. Every trustee of a chronic nuisance property appointed after the entry of a chronic nuisance service order shall provide the City with a Corrective Action Plan and implement the Corrective Action Plan no later than 45 days from the date of appointment of receiver in any state or federal action at law.

(c) Probate. Every personal representative of an owner of a chronic nuisance property shall provide the City with a Corrective Action Plan and implement a Corrective Action Plan no later than 45 days from the date of appointment. If the owner of the chronic nuisance property died intestate, beneficiaries of the estate shall be required to provide the City with a Corrective Action Plan and implement a Corrective Action Plan.

(d) Other changes in title to chronic nuisance property. An arms-length purchaser of a chronic nuisance property that has purchased the property after entry of a chronic nuisance service order for the property shall have 45 days from the date of closing or recording of the order, whichever occurs last, to provide the City with a proposal to release or modify a Nuisance Abatement Agreement or Corrective Action Plan. Until such time as the City agrees to release or modify an Agreement, the Agreement shall be enforceable as provided herein.

. . .

Section 3. City Staff is authorized to take all steps necessary to effectuate the intent of this ordinance.

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. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 6. 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 7. This Ordinance shall become effective upon adoption.

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: 6/5/2018

REQUESTED ACTION BY COMMISSION:
PROPOSED ORDINANCE NO. 18-007 - SECOND READING - PUBLIC HEARING - 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 used to enforce the ordinance and to clarify the process for registering abandoned property. ***(Tabled to 5-15-18, Tabled to 6-5-18)***

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 Personal and Real 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.

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: 6/5/2018

REQUESTED ACTION BY COMMISSION:
Pursuant to Section 286.011(8), Florida Statutes, the City Attorney is requesting a private attorney-client session of the City Commission to discuss pending litigation in the following case:

GAIL JENKINS AND LEON I. JENKINS, Plaintiffs/Counter Defendant vs. CITY OF BOYNTON BEACH, Defendant/Counter Plaintiff vs. MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., HOMECOMINGS FINANCIAL NETWORK INC and ALL OTHERS IT MAY CONCERN, Defendants – Case No. 50 2015 CA 000742XXXXXMD AH

EXPLANATION OF REQUEST:
The City Attorney, James Cherof, will be in attendance along with Assistant City Attorney Tracey DeCarlo, Lori LaVerriere, City Manager, a Court Reporter, the Mayor and City Commission. We will need approximately 45 minutes.

The requested time and date of the private attorney-client session will be at the June 12, 2018 prior to the start of the CRA meeting on June 12, 2018 City Commission meeting. A Special meeting of the City Commission is needed to accommodate this timing.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? n/a

FISCAL IMPACT: Budgeted

ALTERNATIVES: None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Memo	Memo Request

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/5/2018

REQUESTED ACTION BY COMMISSION:
Staff to review PBC Ordinance on Panhandlers - **June 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: 6/5/2018

REQUESTED ACTION BY COMMISSION: Agreement for Textile Recycling Franchise Agreement with FLSC, LLC dba Florida Textile Recycling Program for an exclusive City-Wide program - **June 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: 6/5/2018

REQUESTED ACTION BY COMMISSION: Staff to report on the possibility of the City beginning a Bike Share Program - **June 19, 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: 6/5/2018

REQUESTED ACTION BY COMMISSION: Approve Gas Station Regulations (CDRV 18-002) - Amending the LAND DEVELOPMENT REGULATIONS (LDR), Chapter 3. Zoning, Article IV. *Use Regulations*, Section 3.D, Use Matrix and Notes to increase eligible locations for gas station siting in appropriate areas of the City. City initiated. **- June 19, 2018**

EXPLANATION OF REQUEST:
This item represents the continuation of an evaluation of City's regulations on gas stations that occurred in 2015 and resulted in amendments to the Land Development Regulations (LDR) that reduced the magnitude of non-conforming gas stations in the City which was at 50%. This earlier project also identified two areas that were most void of gas stations which included a 3 1/2 mile segment of Congress Avenue extending south of Woolbright Road to Atlantic Avenue.

Although the number of non-conforming gas stations was significantly reduced, and 13 intersections became eligible for gas station siting under the revise standards, most eligible properties are either developed or not zoned for gas station use. Further justifying the consideration for increasing possible locations for gas stations is the recent hurricane event, Hurricane Irma, which affected the State of Florida with Category 3 and Category 2 winds. Once again, the County experienced power outages, resulting in power loss to over 2 million homes and businesses in the tri-county area. It's noteworthy that prior to landfall of Hurricane Irma, nearly 50% of the gas stations in the Tampa-St. Petersburg area, and 65% of the stations in Miami and Ft. Lauderdale were out of fuel.

Staff has continued the evaluation of the gas station regulations in light of these findings and conclusions, and in conjunction with the consideration of applications for a new Wawa Gas Station at the intersection of Woolbright Road and Congress Avenue.

To accommodate additional stations within the City, with an emphasis on areas with high traffic counts nearest to evacuation routes, staff proposes the following amendments:

1) Eliminate the maximum number of stations per intersection standard at eligible intersections (per the existing regulations) that consist of an urban principal roadway. The roads classified as Urban Principal Arterial within the City are limited to Congress Avenue, Boynton Beach Boulevard east to I-95, and I-95 (See Exhibit “B”). This proposed amendment would affect four (4) intersections along Congress Avenue, and three intersections involving I-95. However, as indicated above as a finding of the 2015 LDR evaluation, these intersections are built-out or zoned contrary to the required zoning for a gas station. Either sites must be redeveloped and/or rezoned to accommodate a new gas station. For example, the applications for the proposed Wawa gas station include the rezoning of the northeast corner of Woolbright Road and Congress Avenue.

2) Omit the minimum frontage requirement that applies solely to gas stations. Although initially this may only benefit one parcel, it does remove an inconsistency in the system as there are several gas stations that do not meet the minimum frontage requirement. Further, the current minimum lot size

standard of 30,000 square feet would remain making the frontage requirement unnecessary. Staff opines that parcel configuration should not delineate eligibility for a gas station, given the site, operational and engineering requirements, and design standards that ensure proper design through a performance standard approach rather than the conventional zoning standard. It is possible to find a parcel at an intersection that is shallow but long, which greatly exceeds the minimum area requirement yet is deficient in a minimum frontage dimension. Using the property targeted for a Wawa gas station as an example, the property is 3 times the minimum area standard for a gas station yet is approximately 30 feet short of the minimum frontage requirement on one side of the property.

3) Omit the minimum distance separation standard between a project driveway and the property line (e.g. 30 feet) which only applies to gas station uses. Technical site standards such as driveway separations and widths, parking space and drive isle dimensions, clear (safe) site triangles and site distance standards are included in the City's Engineering & Design Handbook. Staff finds that such a standard that is unique to a single commercial use and not supported by the above-described manual is not justified.

Staff proposes these code amendments to increase possible gas station siting options at appropriate areas to increase service potential during periods of severe weather and power outage, as well as to eliminate some unwarranted site standards within the Land Development Regulations.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? N/A

FISCAL IMPACT: Business improvements and new construction will contribute to permit fees and related revenues.

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: 6/5/2018

REQUESTED ACTION BY COMMISSION:
Approve Wawa Future Land Use Map Amendment & Rezoning (LUAR 18-001) to reclassify property from Office Commercial (OC) to Local Retail Commercial (LRC) and Rezone from C-1 Office Professional to C-3, Community Commercial. Applicant: Bonnie Miskel, Dunay, Miskel & Backman, LLP. **- June 19, 2018**

EXPLANATION OF REQUEST: The 2.14-acre subject property consists of two parcels, one currently vacant and one developed with a single story, presently unoccupied office building.

The applicant proposes this future land use (FLU) amendment and rezoning to redevelop the property with a 6,119 square foot Wawa store and gas station. The request for a major site plan modification is being processed concurrently, as are the staff-initiated applications for three amendments to the Land Development Regulations (LDRs), including one pertaining to the maximum number of gasoline stations at an intersection.

The proposed LRC future land use and C-3 zoning will bring the north east corner of the Congress Avenue/ Woolbright Road intersection to consistency with the FLU and zoning of the three remaining corners where LRC and C-3 zoning already prevail, allowing development intensity which aligns with the high traffic volumes carried by both Congress Avenue and Woolbright Road.

This intersection is less than a mile from the City's main commercial hub of the Congress Avenue corridor and the tentative boundary of the future "Congress Avenue District," the target of the next redevelopment plan. While focused on optimizing the District's economic potential, the plan will also impact the Congress Avenue/ Woolbright Road intersection. That area may redevelop into a secondary commercial activity node, serving residents of the surrounding neighborhoods who may prefer to avoid traffic and crowds further north. The proposed rezoning—which permits retail as well as office uses—would allow for intensification of the commercial development on the subject property in support of such a node.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
No significant impact on either programs or services.

FISCAL IMPACT: The project will contribute to the City's tax base.

ALTERNATIVES:
None recommended

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: 6/5/2018

REQUESTED ACTION BY COMMISSION: Approve Wawa Gas Station Conditional Use and Major Site Plan Modification requests (COUS 18-001/MSPM 18-002) to construct a gas station to include a 6,119 square foot convenience store, a 7,830 square foot canopy over nine (9) pump stations, and related site improvements, located in a C-3 Community Commercial zoning district. Applicant: T. Austin Simmons, Brightwork Real Estate Inc., VP / Agent: Bonnie Miskel, Esq., of Dunay, Miskel and Backman, LLP. **- June 19, 2018**

EXPLANATION OF REQUEST:
The 1.98-acre subject property consist of two parcels, one currently vacant and one developed with a single-story, presently unoccupied office building, formerly housing a branch of the PNC Bank which was merged with another facility nearby.

The applicant proposes a future land use (FLU) amendment and rezoning to redevelop the property with a 6,119 square foot Wawa gas station with convenience store and restaurant. The request for the new site plan is being processed concurrently, as are the staff-initiated applications for three amendments to the Land Development Regulations (LDRs) regarding the maximum number of gasoline stations at an intersection, minimum parcel frontage, and the minimum separation required between a driveway and property line. The proposed use requires Conditional Use approval when within 200 linear feet of a single-family zoning district. The subject parcel is approximately 150 feet from a single family neighborhood to the north, across the L.W.D.D L-26 Canal.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? No significant impact on either programs or services.

FISCAL IMPACT: The project will contribute to the City's tax base and permit revenues and related fees.

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: 6/5/2018

REQUESTED ACTION BY COMMISSION: Approve Dog Activity World Group Conditional Use request (COUS 18-002) for a Pet Care (Boarding and Daycare) facility in an existing 20,000 square foot tenant space, located in the Shoppes of Woolbright at the northeast corner of Woolbright Road and SW 8th Street, within the PCD (Planned Commercial Development) zoning district. Applicant: Hannah Wickins. **- June 19, 2018**

EXPLANATION OF REQUEST: Hannah Wickins, representing Dog Activity World Group - FL, LLC, is seeking conditional use approval for a proposed pet daycare business focusing on exercise, activities and training, with indoor boarding, and leased space for veterinary services and pet grooming, within an existing 20,000 square foot tenant space at the Shoppes of Woolbright.

The Shoppes of Woolbright Planned Commercial Development shopping center encompasses approximately 32 acres at Woolbright Road and SW 8th Street, and includes Home Depot, Staples, Burger King, RaceTrac and Cracker Barrel, among several other tenants. The shopping center is part of the Woolbright Place development, which also includes the Planned Unit Development parcels immediately to the north, consisting of several residential developments, including The Vinings, Crystal Key and Aventine. The particular tenant space under consideration was previously occupied by The Picture Factory and then Bravo Supermarket.

The applicant indicates the store will have a positive economic benefit to the surrounding areas and the City as a whole through job creation and an active business in the space. The applicant goes on further to indicate they would like to provide discounts for surrounding employees to bring their dogs to their location during the day when they go to work, and stop back by anytime during the day to check on their pets. The operator intends to hire seven (7) full-time employees immediately, with potential growth up to 10-12 full-time employees.

Staff has reviewed the request and recommends approval.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
N/A

FISCAL IMPACT: Fees associated with permits for tenant build-out and certificate of use.

ALTERNATIVES: None recommended

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: 6/5/2018

REQUESTED ACTION BY COMMISSION: Approve Zoning Use Amendments (CDRV 18-003) Amending the Land Development Regulations, Chapter 1, Article II. Definitions, and Chapter 3, Article IV, Section 3.D. (*Zoning Matrix and Notes*), to increase provisions for contractors offices, offices for civic/fraternal organizations, the sale of recreational boats and vehicles, diet and nutrition counseling services, cremation services, truck rental, and the sales of motor vehicles manufactured or assembled on-site. City initiated. **- June 19, 2018**

EXPLANATION OF REQUEST:
Staff proposes a small group of amendments to the Terms and Definitions, the Zoning Use Matrix, and Matrix Notes of the City's Land Development Regulations (LDR) to promote business growth in the City. Whether realized over the past several years, or just recently, changes are deemed warranted to the use regulations as discovered through public inquiries or from staffs independent findings.

The various amendment to the LDRs would establish zoning provisions for, and/or eliminate barriers to:

1) The sale of outdoor recreation merchandise including camping equipment, RV's and Boats;

2) Offices for civic and fraternal organizations;

3) Contractors offices;

4) Crematorium services;

5) District energy plants and other utility infrastructure intended to serve a specific area of the City such as a single project or multiple developments;

6) The rental of moving vehicles and equipment;

7) Diet and nutrition services; and

8) The sale of motor vehicles that are manufactured, assembled, or customized on-site as an accessory use.

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:

ATTACHMENTS:

	Type	Description
🗋	Staff Report	Staff Report and Proposed Amendments

DEPARTMENT OF DEVELOPMENT
PLANNING AND ZONING
Memorandum PZ 18-035

TO: Chair and Members
Planning & Development Board

FROM: Michael Rumpf
Planning and Zoning Director

DATE: May 18, 2016

RE: Approve Zoning Use Amendments (CDRV 18-003) Amending the LAND DEVELOPMENT REGULATIONS, Chapter 1, Article II. Definitions, and Chapter 3, Article IV, Section 3.D. (*Zoning Matrix and Notes*), to increase provisions for contractors offices, civic/fraternal organizations, the sale of recreational boats and vehicles, diet and nutrition counseling services, cremation services, truck rental, and the sales of motor vehicles manufactured or assembled on-site.

EXPLANATION & PROPOSED AMENDMENTS

Staff proposes a small group of amendments to the Terms and Definitions, the Zoning Use Matrix, and Matrix Notes of the City's Land Development Regulations (LDR) intended to promote business growth in the City. Whether realized over the past several years, or just recently, changes are deemed warranted to the use regulations as discovered through public inquiries or from staffs independent findings.

The proposed amendments are relatively simple and therefore have not involved significant analysis and documentation. These proposed amendments are described briefly below and within the marked-up excerpts from the LDR as provided in Exhibits "A" and "B":

- Camping equipment, RVs and Boats – Staff proposes amendments to a definition for a use, and to the restrictions on the exterior storage of merchandise to accommodate the retailing of outdoor recreational merchandise. The zoning use labeled "Art, Book, Craft, Hobby, Music, Sporting Good, & Toy Store" is defined to include businesses that retail a host of products ranging from art supplies to toys. As part of the sporting goods group in the definition, staff proposes to include camping equipment, boats, trailers and recreational vehicles to clarify the range of goods allowed. Staff also proposes that the regulations on the permanent outdoor storage or display of merchandise be amended to accommodate such oversized items on-site without negatively affecting the site or abutting properties.

- **"**CIVIC & FRATERNAL CLUB/ORGANIZATION**"** – This principally office use was possibly inadvertently excluded from the Planned Industrial Development District (PID)

when previously identifying and amending the LDR regarding non-industrial uses within the City's industrial areas, namely the planned industrial parks or PIDs. Unlike the other PIDs in the City, the Quantum Park PID master plan contains parcels solely designated for office uses. Staff proposes that the Zoning Use Matrix be amended to add this use back to the PID District, for those parcels designated for such offices use, consistent with the regulating of other business offices.

- "CONTRACTORS" – The City's Zoning Regulations include definitions for "Contractor" and "Contractor's Workshop". While "Contractor's Shops" are defined to describe the different light industrial processes that a contractor would typically operate, including storage of materials and vehicles, the definition for "Contractor" only includes the different trades that make up the "Contractor" category but not the performance characteristics of the business operation. Staff on occasion has administratively interpreted this use to mean the business office for the Contractor; however, the Zoning Matrix does not allow the "Contractor" use within the C-1 (Office Professional) Zoning District. Staff proposes to separate the term/definition for "Contractor" into two separate terms/definitions to clarify and differentiate accordingly. The Zoning Matrix would also be amended to recognize the contractor's office use (under the "Office and Healthcare" Category), to be allowed in the office and commercial districts, as well as in the PID district.

- Crematorium – The City's current Zoning Regulations only permits this aspect of funeral home services if accessory to a Funeral Home or Cemetery. Staff has received inquiries and requests for "stand alone" crematorium services, including for pets. The proposed amendments would add a term/definition for a "Crematorium", and provisions within the Zoning Matrix to accommodate said uses in the City's two industrial districts, M-1 and PID, Planned Industrial Development District. Related to past inquiries, staff also proposes the minor amendment to the definition for *Funeral Home* to include crematorium services for pets.

- "ESSENTIAL SERVICES AND INFRASTRUCTURE" – The current definition for this term is proposed to be expanded to include infrastructure that has a purpose of supporting a specific (rather limited) geographic area of the City such as a single project or multiple developments. This amendment would support, in part, the use of district energy plants (DEP) within the City including the planned facility at the Town Square project. Currently, such infrastructure would be defined along with the large, city-wide utility plants titled "Government, Municipal Utility/Support Facility", and would therefore be limited to the City's Public Usage zoning district. Given the purpose and size of a DEP, it is important and appropriate to allow such facilities within various zoning districts, in addition to the Public Usage zoning district.

  As indicated in the following excerpt from the Land Development Regulations (Chapter 3, Article IV, Section 3.B.9), "Essential Services and Infrastructure" are allowed in all zoning districts:

  "9. Essential Services and Infrastructure. Essential services and infrastructure as defined in Chapter 1, Article II are allowed in all zoning districts, contingent upon meeting all city codes and regulations. Additional regulations and standards, such as

landscaping or other types of screening, may apply on a case-by-case basis as determined by the Director of Planning and Zoning."

- Rental of moving vehicles and equipment - In response to past inquiries about locations where moving trucks and related equipment can be rented, staff proposes to amend the definitions for "Packing & Shipping, Trucking and Moving", and "Storage, Self-Service" to allow the rental of said vehicles and equipment as accessory to these principal businesses. For user-friendliness, the Zoning Matrix would also be amended to include this accessory use.

- "DIET AND NUTRITION CENTER" – This use is organized in the Zoning Matrix under the "Office and Healthcare" group, but is the only use in that group that is not allowed within the C-1, Office Professional zoning district. Staff proposes to amend the Matrix to allow this use within the C-1 district similar to how the matrix regulates doctors offices, counselors, real estate offices, banks and financial offices and general business and professional offices.

- Sale of motor vehicles manufactured, assembled or customized on site – Although not common throughout the City, there are businesses that engage in the assembly and customizing of motor vehicles (including motorcycles). To support such business enterprises, staff proposes the simple amendments to the Zoning Matrix Notes to increase the sales provisions if accessory to the principal use including the manufacturing, assembling or customizing of motor vehicles. The regulations still prohibit the outdoor display of merchandise, for parking capacity and aesthetic reasons. However, most sales by such businesses are conducted using trade publications and the internet.

CONCLUSION/RECOMMENDATION

Staff proposed the subject amendments to the LDR to support business retention, attraction and expansion.

Attachments

S:\Planning\SHARED\WP\SPECPROJ\CODE REVIEW\CDRV 18-003 Matrix & Notes Updates\Staff Report.doc

EXHIBIT "A"

PROPOSED AMENDMENTS

CODE OF ORDINANCES PART III. LDR, CH. 1, ART. II. DEFINITIONS:

ART, BOOK, CRAFT, HOBBY, MUSIC, SPORTING GOOD, & TOY STORE - Establishments primarily engaged in the retail sale (including accessory repair service) of one or more of the following: 1) art for retail sale in art galleries; 2) new books or magazines; 3) craft and hobby items, including sewing machines and supplies, new fabrics, patterns, yarns, needlework and the like; 4) new compact and digital video disks, musical instruments, and sheet music; 5) sporting goods and supplies, including scuba equipment, bicycles, mopeds, and motor scooters (with engines not exceeding 150 cubic centimeters)~~;~~, camping equipment, boats, trailers and recreational vehicles; or 6) toys. Any motorized moped or scooter with an engine in excess of 150 cubic centimeters is classified as a "motorcycle" and regulated as a ***NEW*** or ***USED***

"CIVIC & FRATERNAL CLUB/ORGANIZATION" - A registered association of persons for the promotion of some non-profit common objective, involving literature, science, politics, or community service, which meets periodically and is limited to members and guests. This use and/or establishment is primarily comprised of the office function of the organization supporting administrative and business affairs, document storage and maintenance, and meeting facilities for members and guests.

CONTRACTOR - A contractor undertakes trades of a type that are specialized to assist in building construction and remodeling. This definition includes but is not limited to heating, air conditioning, plumbing, roofing, paving, underground, and landscaping. This establishment is limited to the office and administrative function of a Contractor. This would exclude the storing and operating of equipment and special purpose vehicles and/or trailers typically used in providing services by the contractor, and not commonly used for general transportation purposes on a day-to-day basis by employees. Such storage and operation is allowed at a Contractor's Workshop (See "Contractor's Workshop").

CONTRACTOR'S WORKSHOP – The functions of a Contractor establishment ~~An enclosed space used for~~ including the housing and/or operating of machinery, the provision of services, the fabrication of building-related products, and interior storage. This may also include the administrative function of a Contractor.

CREMATORIUM – An establishment containing properly installed, certified apparatus used in the act of cremation.

ESSENTIAL SERVICES AND INFRASTRUCTURE - Services and infrastructure provided by governmental entity or public/private utility, such as underground, surface, or overhead electrical, gas, steam, water, sanitary sewage, and stormwater drainage structures, which are necessary for the health, safety, and general welfare of the public. This includes but is not necessarily limited to infrastructure and facilities intended to support a limited service area of the City such as lift stations, district energy plants, and power substations. This use excludes wireless communication facilities (WCF) as defined in the Land Development Regulations Chapter 3, Article V, Section 13.

FUNERAL HOME - An establishment engaged in preparing the dead (including pets) for burial or interment and conducting funerals (i.e., providing facilities for wakes, arranging transportation for the dead, selling caskets and related merchandise). This would include a crematorium as an allowable accessory use.

PACKING & SHIPPING, TRUCKING, AND MOVING - An establishment primarily engaged in packing, crating, and otherwise preparing goods for transportation. These establishments provide over-the-road transportation of cargo using motor vehicles, such as trucks and tractor-trailers. Accessory to this use includes the rental of moving trucks, trailers and related equipment and accessories.

STORAGE, SELF-SERVICE - An establishment engaged in the storage of personal property in facilities where individual owners control individual storage bays. This use includes both limited-access and multi-access facilities. Accessory to this use includes the retail sale of merchandise related to the packing, shipping/storing, and moving of personal items, as well as the rental of moving vehicles, trailers and related accessories.

CODE OF ORDINANCES PART III. LDR, CH. 3, ART. IV., SECTS. 3.D:

Matrix Footnotes No. 44 and No. 45:

44. Auto Dealer, (New & Used).

a. C-4 district. Allowed only as a conditional use accessory to the repair or customizing of motor vehicles. No outdoor storage of vehicles, for sale shall be permitted.

b. MU-L3 district and MU-H district.

(1) General. Indoor storage/display only and shall not exceed ten thousand (10,000) square feet. This use excludes automotive, minor repair, and auto car/wash. Conditional use approval shall be required if all or a portion of the inventory is located within a parking garage/structure.

(2) Access. Shall not be directly from any major roadway.

(3) Storage. No outside storage of materials, parts, and vehicles.

(4) Design. Pursuant to Chapter 4, Article III, Section 3.A.7, overhead doors shall not be visible from any major roadway frontage.

(5) Loudspeakers. No exterior loudspeakers or paging equipment shall be permitted on-site.

c. M-1 district. Allowed only as a conditional use accessory to the repair, manufacturing, assembling or customizing of motor vehicles. No outdoor storage of vehicles for sale shall be permitted.

d. PID district. This non-industrial use is allowed within the PID district as a conditional use. Also, within the Quantum Park PID such uses are limited to lots with an Industrial (I) use option or Industrial/R (with retail sales) option. Vehicle inventories must be stored/displayed indoors. A pre- existing business located on Quantum Park lots 77 through 80 is exempt from the requirements relative to conditional use approval, outdoor storage or display of vehicle inventories, and locating on lots with the “I” and “I/Retail” use options.

45. Boat Dealer/Rental.

a. C-3 District. Boat dealer/rental, as a principal use, shall exclude the repair or service of vessels on the premises. No outdoor storage of boats shall be permitted.

b. C-4 District. Conditional use approval shall be required if merchandise is to be stored outdoors. Outdoor storage areas shall be adequately screened from abutting properties and rights-of-way, with the exception that a single merchandise item may be visible from abutting rights-of-way. The display must be in combination with project signage, and the setback, landscaping and design of this site feature shall minimize the visual impact on the adjacent roadway. If any vehicle use areas are not separated by an intervening building and visible from an arterial roadway, right-of- way landscaping shall be in accordance with the City's Urban Landscape Code except that the width shall be at least 10 feet, it shall include a berm, and enhanced with additional plants selected and maintenance to facilitate, varying growth heights to provide some screening of the space between the hedge material and tree canopies. The landscaping required to represent "adequate" screening, as well as the appropriate design of the merchandise display feature and right-of-way landscaping shall be determined as part of the conditional use review process.

c. PCD District. Boat dealer/rental, as a principal use, shall exclude the repair or service of vessels on the premises. No outdoor storage of boats shall be permitted. Inventories must be stored/displayed indoors.

d. MU-4 District and MU-H District. Boat dealer/rental is allowed as an accessory use to a marina but conditional use approval is required. No exterior loudspeakers or paging equipment shall be permitted on-site. Storage/display allowed only in wet docks or indoor not to exceed ten thousand (10,000) square feet. The sales, rental, service, repairs, and storage of marine trailers are prohibited.

e. M-1 District. Allowed only as a conditional use accessory to the repair, manufacturing, assembling or customizing of boats. Outdoor storage areas shall be adequately screened from abutting properties and rights-of-way.

f. PID District. Required conditional use approval. Also, within the Quantum Park PID such uses are limited to lots with an Industrial (I) use option or Industrial /R (with retail sales) option. Inventories must be stored/displayed indoors.

CODE OF ORDINANCES PART III. LDR, CH. 3, ART. V., SECTS. 5 & 8:

Sec. 5. Exterior Display of Merchandise.

A. *Districts.* The temporary exterior display of retail merchandise is allowed in all commercial and mixed use zoning districts.

B. *Type of Merchandise.* The temporary exterior display of retail merchandise is allowed, provided that said merchandise is sold by the operator of the respective business occupying the establishment, and is of the same type of merchandise typically sold within the building.

C. *On-Site Location.* The temporary exterior display of retail merchandise shall be completely contained within the boundaries of the subject property or leased parcel. Retail merchandise shall be displayed on hard surfaces only and if placed within walkways, shall not obstruct or impede pedestrian movement or cause noncompliance with ADA accessible route requirements. Merchandise shall not be placed within easements, landscaped areas, required off-street parking and vehicular use areas, rooftops, or anywhere that would create a hazard to the public. Any property owner desiring to display merchandise within off-street parking areas would need to obtain a special sales event permit in accordance with Section 6 below.

D. *Hours of Display.* Retail merchandise shall be secured and stored inside a principal or accessory building at the close of business hours, unless said merchandise is placed on-site more than three hundred (300) feet from any arterial or collector street right-of-way and complies with the location criteria of paragraph C. above or approved as part of a special sales event, as described in Section 6 below. If abutting a local street, landscape buffering must meet or exceed

the minimum standards of Chapter 4, Article II to minimize any visual impacts upon abutting right-of-way or nearby properties. In these instances, merchandise may remain outdoors after business hours, contingent upon review and approval through the site plan modification process.

E. *Miscellaneous.*

1. Live Plants. The exterior display of live plants in connection with a nursery, garden center, and farm supply establishment is exempt from the three hundred (300)-foot distance requirement of paragraph D. above and may remain outdoors after normal business hours provided that its placement complies with the location criteria of paragraph C. above.

2. Seasonal Sales Event. See Section 7 below for additional regulation regarding the seasonal sales event and the temporary exterior display of Christmas trees, pumpkins, and fireworks.

3. Permanent Exterior Storage of Merchandise and Equipment. See Section 8 below for the permanent exterior storage of retail merchandise or equipment.

Sec. 8. Permanent Exterior Storage of Merchandise and Equipment.

A. *Purpose and Intent.* The purpose and intent of these Regulations is to establish minimum requirements for the permanent exterior storage of retail merchandise or equipment, in order to discourage the exterior placement of said merchandise or equipment in an unsightly, distracting, cluttered, or hazardous manner. These Regulations shall not supersede, but rather supplement any specific regulations pertaining to the exterior storage of merchandise or equipment as a principal use.

B. *Districts.* The permanent exterior storage of retail merchandise or equipment is allowed in the C-3, C-4, PCD, PID, and M-1 zoning districts.

C. *Site Plan Required.* The area allocated for the permanent exterior storage of retail merchandise or equipment shall be shown on the site plan in accordance with Chapter 2, Article II, Section 2.F.

D. *Type of Merchandise/Equipment.* The permanent exterior storage of retail merchandise or equipment is allowed, provided that said merchandise/equipment is owned by the operator of the respective business occupying the establishment, and is of the same type of merchandise or equipment typically sold or stored within the principal building. No exterior storage of building or construction materials shall be allowed anywhere, except for that which is stored in connection with a lawfully operating business (e.g., CONTRACTOR) as provided for in Chapter 3, Article IV, Section 3.

E. *On-Site Location.* Storage areas shall be completely contained within the boundaries of the subject property or leased parcel.

The permanent exterior storage areas shall be placed behind the front or side corner building setbacks line where located in the C-3, C-4, and PID districts. This restriction shall also apply to properties located along arterial or collector roadways when located in the M-1 districts.

1. Required Surface. In the C-3 and PID districts, the permanent exterior storage of retail merchandise or equipment shall be placed on improved and hard surfaces only, including vehicular use areas and excess off-street parking spaces.

2. Prohibitions. If placed within walkways, the permanent exterior storage areas shall not obstruct or impede pedestrian movement or cause noncompliance with ADA accessible route requirements. In addition, storage areas shall not:

a. Be placed within required off-street parking spaces;

b. Obstruct or impede vehicular movement;

c. Cause noncompliance with any of the off-street parking or vehicular use area standards of Chapter 4; or

d. Abridge any easement rights without approval from the affected utility company or the city and shall not be located within landscaped areas, rooftops, or otherwise create a hazard to the public.

F. *Size.* The area allocated to the permanent exterior storage of retail merchandise or equipment shall be restricted in size where properties are located within the following districts:

1. C-3 District. The size of the permanent outdoor storage area shall be limited to one percent (1%) of the gross floor area of the principal building(s)/leased space.

An additional one percent (1%) of storage area (based upon the gross floor area of the leased space/principal building(s) may be granted, subject to the approval of an administrative adjustment. See Chapter 2, Article II, Section 4.A. for the administrative adjustment process.

2. PCD District and PID District. The size of the permanent outdoor storage area shall be limited to fifteen percent (15%) of the gross floor area of the principal building(s)/leased space.

G. *Additional Screening.* ~~In the C-3, C-4, and PID districts,~~ To further address potential aesthetic impacts, where determined necessary due to type of merchandise or magnitude of off-site visibility, the Planning & Zoning Director may require additional screening/buffering. ~~the area allocated for the permanent exterior storage of merchandise or equipment shall be adequately screened where visible from an abutting property or right-of-way. This restriction shall also apply to properties located along arterial or collector roadways within the M-1 district. Screening material, which may include walls, fences, or hedges, must result in an opaque surface to limit the visibility of said merchandise or equipment from abutting properties or rights-of-way.~~

A landscape barrier (in accordance with Chapter 4, Article II, Section 3.B. and Section 3.C.) may be required ~~in all instances~~ where the outdoor storage area abuts an incompatible land use~~,~~ or zoning district~~, and/or right-of-way~~.

EXHIBIT "B"

Code of Ordinances, Part III. LDR Ch. 3, Art. IV. Sect. 3.D Zoning Matrix

Use Matrix (Table 3-28).

P = Permitted C = Conditional A = Accessory		Residential									Commercial					Mixed-Use							Industrial		Misc.	
	R-1-AAB	R-1-AA	R-1-A	R-1	R-2	R-3	R-4	IPUD √	PUD	MHP	C-1	C-2	C-3	C-4	CBD	PCD	SMU	MU-1	MU-2	MU-3	MU-4	MU Core	M-1	PID	PU	REC
RESIDENTIAL & LODGING																										
Accessory Dwelling Unit						P 36					P 36	P 36	P 36	P 36									P 36		P 20 36	P 20 36
Bed & Breakfast	C 37	C 37	C 37	C 37		C 37						C 37			C 37											
Dwelling, Single- family (detached)	P 34	P 34	P 34	P 34	P 34	P 19 34	P	P 34	P 34			P 18 19 34					P 34								A 20 34	A 20 34
Dwelling, Two-family (duplex)					P 34	P 19 34	P	P 34	P 34			P 18 19 34	P 34 38		C 34	P 34 38	P 34	P 34	P 34	P 34		C 34			A 20 34	A 20 34
Dwelling, Multi-family						P 19 34	P	P 34	P 34			P 18 19 34	P 34 39		C 34	P 34 39	P 34	P 34	P 34	P 34	P 6 34	P 6 34		P 27 34	A 20 34	A 20 34
Dwelling Units in Mixed Use Buildings						P 18 19 34						P 18 19 34			P 34		P 34	P 34	P 34	P 34	P 6 34	P 6 34		P 27 34	A 20 34	A 20 34
Group Home Type 1 (2 per room up to 10 residents, limited service)	P 40	P 40	P 40	P 40	P 40	P 40																				
Group Home Type 2 (2 per room up to 14 residents, limited service)					P 14 40	C 40	C 40		C 40																	
Group Home Type 3 (comprehensive service)						C 14 40	C 14 40		C 40		C 40	C 40	P 40			P 40		C 40	C 40	C 40	C 40					
Hotel & Motel													P 41	P 41	P 41	P 41	C 41	C 41	C41	C 41	P 41	P 41		P 41		

EXHIBIT "B"

Live-Work Units																	P 42	P 42	P 42	P 42	P 42	P 42		P 27		
Manufactured Home										P 34																
Townhouse						P 19 34	P	P 34	P 34			P 18 19 34	P 34		C 34	P 34	P 34	P 34	P 34	P 34	P 34	P 34		P 27 34	A 20 34	A 20 34
	COMMERCIAL **Retail Sales**																									
Art, Book, Craft, Hobby, Music, Sporting Goods, & Toys						P 18						P 1	P	P	P 43	P	P 10 17	P 17	P 17	P 17	P 17	P 17		P 28 43	A 20	A 20
Auto Dealer, New																				P 14 16 44		P 14 16 44		P 44		
Auto Dealer, Used																				P 14 16 44		P 14 16 44		P 44		
Automotive Parts Store													P	P	P	P	P 17	P 17	P 17	P 17		P 17	P 23	P 27		
Beer, Wine, & Liquor Store													P 35		P 35	P 35	P 17 35	P 17 35	P 17 17 35	P 17 35	P 17 35	P 17 35		P 15 27 35		
Boat Dealer/Rental														C 45							A 16 45	A 16 45				
Cleaning Supply Store (Swimming Pool, Janitorial)												P 1	P	P	P	P	P 17	P 17	P 17	P 17		P 17	P 22	P 28		
Clothing & Accessories						P 18						P 1	P	P	P	P	P 10 17	P 17	P 17	P 17	P 17	P 17		P 28 30		
Convenience Store									P 2 3 8 35			P 2 3 35	P 3 35	P 3 35	P 7 35	P 35	P 17 35	P 17 35	P 17 17 35	P 17 35	P 1 11	P 17 35	P 22 35	P 15 27 35		

EXHIBIT "B"

Cosmetics, Beauty supply, & Perfume						P 18						P 1	P	P	P	P	P 10	P	P	P	P 17	P		P 28 30		
Electronics & Appliance Store												P 1	P	P	P	P	P 10	P 14	P 14	P 14	P 17	P	P 22	P 28 30		
Florist						P 18			P 1 8			P 1	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17	P 22	P 27		
Furniture & Home furnishing						P 18						P 1	P	P	P	P	P 10 17	P 17	P 17	P 17	P 17	P 17	P 22	P 2 28 30		
Gasoline Station												C 46	C 46	C 46		C 46				C 16 46		C 16 46				
Grocery Store													P		P	P	P 10 17	C 17 47	P 17 47	P 17 47	P 17	P 17 47		P 27		
Hardware Store												P 2	P	P	P 48	P	P 17	P 17 48	P 17 48	P 17 48	P 17 48	P 17 48	P 22	P 27 48		
Health & Personal Care (Eyeglass, Medical Supplies, Hearing-Aids)						P 18 68					P	P	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17	P 22	P 27		
Home Improvement Center													P			P	P 10 16							P 16 27 49		
Jewelry, Luggage, & Leather Goods						P 18						P 1	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17		P 28		
Marine Accessories												P 1 50	P	P	P	P	P 17	P 17 50	P 17 50	P 17 50	P 17 50	P 17 50	P 22	P 28		
Merchandise, New (Supercenter, Discount, Department, Club)													P			P	P 10 16							P 16 27 51		
Merchandise, Used (Antique Shop)						P 18 52						P 1 52	P 52	P 52	P 52	P 25	P 17 52	P 17 52	P 17 52	P 17 52	P 17 52	P 17 52		P 27 52		
Merchandise, Used (Other)													P 53	P 53		P 53								P 15 27 53		
Mobile Vending Unit												P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54		P 54		

(MVU)																										
Multiple-Vendor Market													P 55	P 55		P 55							P 15 27 55		
Novelty, Gift, Souvenir, & Miscellaneous						P 18						P 1	P	P	P	P	P 17	P 17	P 17	P 17	P 1 11	P 17		P 27	A 20	A 20 21
Nursery, Garden Ctr. & Farm Supply												P 2 3 56	P 3 56	P 3 56		P 3 56							P 3 22 56			
Office Supplies & Stationery												P 1	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17		P 28		
Pet Store & Supplies						P 18						P 1	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17		P 28		
Pharmacy & Drug Store											P 1 57	P 2 57	P 57	P 57	P 57	P 57	P 17 57	P 17 57	P 17 57	P 17 57	P 17 57	P 17 57		P 15 27 57		
Restaurant						P 18 58					A 58	P 2 58	P 58	P 58	P 58	P 58	P 17 58	P 17 58	P 17 58	P 17 58	P 17 58	P 17 58	P 58	P 27 58	A 20 58	A 20 21 58
Restaurant, Take-out						P 18			P 2 8			P 2	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17	P 59	P 28	A 20	A 20 21
Showroom warehouse (single-product line)													P 100			P 100	P 100							P 100		
Specialty Food Store						P 18						P 2	P	P	P	P	P	P	P	P	P 2 11	P		P 27		
Tile and Carpet													P	P		P	P 10 17	P 17	P 17	P 17		P 17	P 22	P 24 28		
	COMMERCIAL Services																									
Auto Broker													P	P	P	P				P		P	P	P		
Auto/Car Wash (Polishing, Waxing, Detailing)												A 60	C 60	C 60		C 60								A 60		

Auto/Car Wash, Self-serve Bay													C	C		C									
Automobile Rental													A 61	P 3 61		C 61				P 16 61		P 16 61				
Automotive, Minor Repair												A 62	C 62	P 3 62		C 62							P 3 62	A 62		
Automotive, Major Repair																							P 3 13 63			
Automotive Window Tinting/Stereo Installation/Alarms												A 64	P 64	P 64		C 64							P 64	P 26		
Bar & Nightclub													C	C	C	C	C 16		C 14 16	C 14 16	C 16	C 16		C 27		
Caterer												P	P	P	P	P							P 22	C		
Check Cashing													P 65	P 65		P 65								P 27		
Coin-operated Laundry									P 1 8			P 1	P	P	P	P	P 17	P 17	P 17	P 17				P 27		
Crematorium																								P	P	
Day & Trade Labor Pool (Temporary Help)														C									P 13			
Dry Cleaner									P 2 8 66			P 2 66	P 66	P 66	P 66	P 66	P 66	P 66	P 66	P 66	P 66	P 66	P 22 66	P 27 66		
Fortune Teller, Palm Reader, or Psychic																							P 22			
Funeral Home											C	C	P 3	P 3		P 3		C 16	C 16	C 16					A 3 67	
Interior Decorator Studio						P 18						P	P	P	P	P	P 11	P 11	P 11	P 11	P 11	P 11	P 22	P		
Landscaping Debris Stockpiling																							C 103			
Locksmith												P 1	P	P	P	P							P 22	P		
Mobile Vending Unit (MVU)									P 54		P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54	P 54

Personal Care (Beauty, Hair, Nails)						P 18 68			P 8 68			P 1 68	P 68	P 68	P 68	P 68	P 17 68	P 17 68	P 17 68	P 17 68	P 17 68	P 17 68	P 22 68	P 27 68		
Pet Care (Boarding and Daycare)												A 69	C 69	C 69	C 69	C 69	C 16 69	C 16 69	C 16 69				P 3 22 69	C 27 69		
Pet Care (Grooming)												P	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17	P 22	P 27		
Pet Care (Veterinary Services)											P	P	P	P	P	P	P 16	P 16	P 16	P 16	P 16	P 16	P 22	P 27		
Photography Studio						P 18					P	P 18	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17	P 22	P 27	A 20	A 20
Postal/Mail Center											A 70	P 1 70	P 70	P 70	P 70	P 70	P 16 70	P 16 70	P 16 70	P 16 70	P 16 70	P 16 70	P 22 70	P 28 70		
Rental of Moving Vehicles & Equipment																							Δ	Δ		
Repair/Maintenance, Personal and Household Goods									P 1 8			P 1	P	P	P	P	P 17	P 17	P 17	P 17		P 17	P 22	P		
Repair, Rental, & Maint of Home/Garden Tools													P 71	P		P 71							P 12			
Repair, Rental, & Maint of Office, Home Equip												P	P	P	P	P	P 10 17	P 17	P 17	P 17		P 17	P	P		
Travel Agency						P 18 19					P 1	P 1 19	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17	P 22	P 27		
Tuxedo, Formal Wear, Costume Rental												P 1	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17		P 27		
Videos, Games & DVD Rental												P 1	P	P	P	P	P	P 14	P 14	P 14	P	P		P 27		
	OFFICE & HEALTH CARE																									
Bank and Financial Office											P	P 1	P	P	P	P	P 16	P 16	P 16	P 16	P 16	P 16		P 27 31		
Business or Professional Office						P 18 19			P 8		P	P 18 19	P	P	P	P	P 73	P 73	P 73	P 73	P 73	P 73	P 22	P 28 31		
Call Center											P	P	P	P	P 5	P	P 5	P 5	P 5	P 5	P 5	P 5	P 13	C 29		

Contractor											P	P	P	P	P	P							P	P		
Copying, Printing, and Sign Design											P	P 2	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17	P 22	P		
Counseling											P	P 1	P	P	P	P	P 16	P 16	P 16	P 16	P 16	P 16	P 22	P 27 31		
Diet/Nutrition Center											P	P 1	P	P	P	P	P 17	P 17	P 17	P 17	P 17	P 17	P 22	P 27 31		
Hospital																									P 72	
Information and Data Processing											P	P 1	P	P	P	P							P	P 29		
Investigative Service									P 8		P	P 1	P	P	P	P	P 16	P 16	P 16	P 16	P 16	P 16	P 22	P 27 31		
Manufacturer Representative											P 1	P 1	P	P	P	P	P						P	P 24 28 31		
Medical Care or Testing (In-patient)											P 14 101 102	P 14 101 102	P 14 101 102			P 14 101 102										
Medical or Dental Imaging/Testing/ Support Services											P	P 1	P	P	P	P	P 16	P 16	P 16	P 16	P 16	P 16	P 22	P 24 27 31		
Medical or Dental Laboratory														P									P 13	P 29		
Medical or Dental Office (Out-patient)											P	P 1	P	P	P	P	P 16	P 16	P 16	P 16	P 16	P 16	P 22	P 27 31		
Real Estate Business						P 18 19					P	P 18 19	P	P	P	P	P 16	P 16	P 16	P 16	P 16	P 16		P 27 31		
Social Service Agency					C 74	C 74					P	P														
Temporary Employment Agency											P	P	P	P	P	P	P 16	P 16	P 16	P 16	P 16	P 16		P 27 31		
ARTS, ENTERTAINMENT & RECREATIONAL																										
Adult Entertainment													C 75	C 75		C 75							P 13 75	P 75		
Artist Studio						P 18						P 18	P 76	P 76	P 76	P 76	P 76	P 76	P 76	P 76	P 76	P 76	P	P	A 20	A 20
Arts Campus						P 18																			P 18	P 18

Entertainment, Indoor												P 1 77	P	P	P	P	P 11	P 11 14	P 11 14	P 11 14	P 11	P 11	P 22 77	P 27		A 21
Entertainment, Outdoor													C 78			C 78										
Gym, Fitness & Health Club						P 18 19							P	P	P	P	P 10 11	P 11 14	P 11 14	P 11 14	P 11	P 11		P 27		
Indoor Athletic Instruction/Training						P 18 19						P 1	P	P	P 1	P	P	P 14	P 14	P 14	P 1	P 1	P	P		
Marina, (including Yacht Club)								P 79							P 79			P 11 79	P 11 79	P 11 79	P 11 79	P 11 79				
Museum						P 18						P 18									P				P	P 18
Rentals, Recreational (bicycles, canoes, personal watercraft)													P	P	P	P	P 11	P 11 14 80	P 11 14 80	P 11 14 80	P 11	P 11				A 21
Shooting Range, Indoor													P	P		P								P 4 29		
Sightseeing & Scenic Tours											P 81	P 81	P 81	P 81	P 81	P 81	P 11 81	P 11 81	P 11 81	P 11 81	P 11 81	P 11 81				
Theater						P 18 82						P 18 82	P 82	P 82	P 82	P 82	P 11 82	P 11 14 82	P 11 14 82	P 11 14 82	P 11 82	P 11 82			P 20 82	P 18 82
	PUBLIC & CIVIC USES																									
Cemetery											A 3 83	A 3 83	A 3 83	A 3 83		A 3 83		A 3 83	A 3 83	A 3 83					P	
Church	C 33 84	C 33 84	C 33 84	C 33 84	C 84	C 84			P		P	P					P 15	P 15	P 15	P 15						
Civic & Fraternal Club/ Organization											P 3	P 3					C 15	C 14 15	C 14 15	C 14 15				P 31		
Government, Municipal Office/ Emergency/ Civic Facilities	P 85	P 85	P 85	P 85	P 85	P 85		P 85	P 85		P 85	P 85	P 85	P 85	P 85	P 85	P 85	P 85	P 85	P 85	P 85	P 85	P 85	P 25	P	P
Government, Municipal Utility/ Support Facilities																									P	

Government, Non-Municipal Office Facilities											P 1	P 1	P 1 5	P 1	P 1 5	P 1 5	P 5 86	P 86	P 86	P 5 86	P 5 86	P 5 86	P 86	P 24 25 28 31 86	P	
Government, Non-Municipal Utility/ Support Facilities																									P	
Government, Post Office													C	C		C	C			C	C	C			P	
EDUCATIONAL																										
College, Seminary, University											P	P	C			C		P 15	P 15	P 15					P	
Day Care	C 33 87	C 33 87	C 33 87	C 33 87	C 87	C 87			P 8 87		C	C	C	C	C	C 87	P 11	P 11 14	P 11 14	P 11 14	P 11	P 11	P 22			
School, Industrial & Trade														C										P 22	P 26		
School, Primary and Secondary	C 33	C 33	C 33	C 33	C	C			P																P 25	P	
School, Professional & Technical						P 18					P	P 18	P	P	P	P	P 15	P 15	P 15	P 15		P 15		P 24 27 31		
Tutoring and Testing Centers											P	P	P	P	C	P	P 11	P 11	P 11	P 11	C 11	C 11	P 22	P 24 27 31		
INDUSTRIAL Manufacturing, Fabrication & Processing																										
Bakery, Commercial														C 9									P 9	P 26		
Beverage Mfg														C 9									P 9	P 26		
Converted Paper Product Processing																							P 13	P 26		
Dairy Products Mfg														C 9									P 9	P 26		
Electrical Equipment, Appliance & Component Assembly																							P 13	P 26		
Food Processing														C 9									P 9	P 26		
Footwear & Other Leather Products																							P 23	P 26		

Frozen Food														C 9									P 9	P 26		
Furniture Products																							P 23	P 26		
Glass Products																							P 23	P 26		
Ice Cream & Frozen Dessert														C 9									P 9	P 26		
Jewelry Mfg																							P 23	P 26		
Medical Equipment & Supplies																							P 23	P 26		
Metal, Fabricated Products																							P 23	P 26		
Motor Vehicle Seating & Interior Trim																							P 23	P 26		
Ornamental, China, Fine Earthenware, & Pottery																							P 23	P 26		
Paint, Coating & Adhesive																							P 23	P 26		
Pharmaceutical & Medicine																							P 23	P 26		
Plastic Products																							P 23	P 26		
Rubber Products																							P 23	P 26		
Soap & Toiletry																							P 23	P 26		
Sporting Goods and Toys																							P 23	P 26		
Stone cutting & finishing																							P 23 88	P 26 88		
Textile Products																							P 23	P 26		
Wood Products																							P 23	P 26		
	INDUSTRIAL **Storage, Distribution & Wholesale Trade**																									
Packing & Shipping, Trucking, and Moving																							P 13	P 29		
Storage, Boats/ Motor/Recreational Vehicles															A 89				A 89	A 89		A 89	P 13 89			

Storage, Self-Service																	C 5 11 90	C 5 11 90	C 5 11 90	C 5 11 90			P 90			
Warehouse, Internet Sales														P									P	P 26		
Warehousing														C 12									P 23	P 26		
Wholesale Trade														C 12									P 23	P 26		
	INDUSTRIAL Services																									
Boat Repair																							P 13 91			
Carpet and Upholstery Cleaning Services														P 92									P 22	P 26		
Contractor's Workshop														P 93									P 23 93	C-29 93		
Dry Cleaning Plant																							P 13	P 26		
Exterminating and Pest Control																							P 3 13	P 26		
Glass and Mirror														P									P 23	P 26		
Janitorial and General Cleaning														P									P 13	P 26		
Lawn Maintenance & Landscaping Service														P 94									P 13 94			
Publishing & Commercial Printing																							P 23	P 26		
Radio & TV Broadcasting											P 95	P 95	P 95	P 95	P 95	P 95							P 95	P 29 95		
Recording Studio													P	P	P	P							P	P 29		
Rental/Leasing, Industrial & Commercial Equipment																							P 13 32			
Repair/Maint enance, Industrial & Commercial Equipment																							P 13 32			
Research & Development, Scientific/ Technological																							P 96	P 29 96		
Security Services													P	P		P							P 13	P 29		

EXHIBIT "B"

Sewer/Septic & Waste Mgmt Cleaning																						P 3 13 97	C 4 26 97		
Taxi, Limo, Charter Bus												P 1 98	P 98	P 98	C 98	P 98						P 3 13 98			
Testing Laboratory																						P 13	C 26		
Towing, Motor Vehicle																						P 3 13			
AGRICULTURAL																									
Community Garden	P 99	P 99	P 99	P 99	P 99	P 99		P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99	P 99				

1. General Note. Gross floor area shall not exceed five thousand (5,000) square feet.

EXHIBIT "C"

ZONING MATRIX NOTES FOR REFERENCE (NO CHANGES PROPOSED)

Zoning Matrix Note for "Storage, Self-Service" (reference only; no changes proposed)

13. General Note. This use is allowed, but it shall not be located on a lot that fronts on an arterial or collector roadway.

Zoning Matrix Notes for "Contractor's Workshop" (reference only; no changes proposed)

23. General Note. This use is allowed on an arterial or collector roadway within the M-1 district provided that it has accessory commercial component to the operation. This establishment will be required to meet the following criteria:

a. Location. The accessory commercial component shall be located within a building situated on a lot that fronts on an arterial or collector roadway; and

b. Interior. An indoor showroom of at least two hundred fifty (250) square feet for retail sales shall be required for establishments twenty-five thousand (25,000) square feet or less. An indoor showroom area of at least one percent (1%) of the gross floor area shall be required for establishments greater than twenty-five thousand (25,000) square feet.

29. General Note. This use is allowed within the PID, except on lots that have either a Governmental & Institutional (G&I) or Mixed Use (MU) land use option.

93. Contractor.

a. Refuse. Dumpsters and trash receptacles shall be screened from view of adjacent lots and streets.

b. C-4 District.

(1) Location. This use is allowed within the C-4 district but it shall not be located on a lot that fronts on an arterial roadway.

(2) Use(s) Allowed.

(a) Office and showroom only as a permitted use.

(b) Contractors' outdoor storage and workshop shall require conditional use approval if located within two hundred (200) feet of a residential zoning district.

c. M-1 District. Contractors' outdoor storage and workshop shall require conditional use approval if located within two hundred (200) feet of a residential zoning district.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/5/2018

REQUESTED ACTION BY COMMISSION: Approve Municipal Services & Infrastructure Site Standards (CDRV 18-004) Amending the Land Development Regulations, Chapter 3, Zoning, Article II. General Provisions, to exempt municipal emergency and support facilities, including essential services and infrastructure from certain building and site standards, facilitating the expeditious siting, design and construction of new and replacement of public improvements. **- June 19, 2018**

EXPLANATION OF REQUEST:
To provide for the necessary flexibility in siting and replacing essential public infrastructure, and to ensure an expeditious processes when necessary, staff proposes amendments to the Land Development Regulations to exempt such public improvements from the basic site standards indicated in the Zoning Regulations, Chapter 3, Article III, *Zoning Districts and Overlays.* Chapter. The standards from which such eligible public improvements would be exempt would include lot area, lot frontage, lot coverage, floor-area-ratio (FAR) and building setbacks. While it is important to provide flexibility in siting and site design to ensure the expeditious provision of public infrastructure, the proposed amendment would stress the review for achieving the intent of the Zoning Regulations as represented by the entire Land Development Regulations and generally summarized by Section 2. *Scope* of Article I. Each project should be reviewed to prevent impacts upon other properties, maintain a safe environment and where applicable, further the City's vision and initiatives with respect to sustainability, capital improvements planning, comprehensive planning and redevelopment planning.

The following new Section No. 11 is proposed for Chapter 3. *Zoning,* Article I. *Overview*:

"Section 11. Municipal Operations and Emergency Facilities, Essential Services and Support Infrastructure.

Municipal projects including emergency facilities, essential services, and related infrastructure shall be exempt from certain development and site standards, which are limited to minimum lot area, minimum lot frontage, maximum lot coverage, maximum floor-area-ratio (FAR) and building setbacks. The purpose of this exemption is to provide for the necessary flexibility in siting, replacing and maintaining essential public services and infrastructure, and to ensure an expeditious processes when necessary. Exempt projects, shall be reviewed through the site plan review process for compliance with all other development standards including the intent of the Land Development Regulations. The review of all municipal projects should ensure that such improvements further the City's vision and initiatives with respect to sustainability, capital improvements planning, comprehensive planning and redevelopment planning. Eligibility also requires the subject project to be the principal use, on City-owned property. Municipal facilities and Essential Services and Infrastructure are defined within the Land Development Regulations, Chapter 1, Article II. *Definitions.*

Staff is recommending approval of the proposed code amendment to ensure the expeditious siting, site planning, and construction of municipal facilities and essential support services and infrastructure.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The LDR amendment is intended to maximize municipal service delivery through expeditious siting, approval and construction of new or replacement municipal facilities and infrastructure.

FISCAL IMPACT: N/A

ALTERNATIVES: None recommended

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION: N/A

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Staff Report	Staff Report and Proposed Amendments

DEPARTMENT OF DEVELOPMENT
PLANNING AND ZONING
Memorandum PZ 18-036

TO: Chair and Members
Planning & Development Board

FROM: Michael Rumpf
Planning and Zoning Director

DATE: May 18, 2016

RE: Approve Municipal Services & Infrastructure Site Standards (CDRV 18-004) Amending the Land Development Regulations, Chapter 3, *Zoning,* Article II. *General Provisions*, to exempt municipal emergency and support facilities, including essential services and infrastructure from certain building and site standards, facilitating the expeditious siting, design, construction or replacement of public improvements.

EXPLANATION & PROPOSED AMENDMENTS

To provide for the necessary flexibility in siting and replacing essential public infrastructure, and to ensure expeditious processes when necessary, staff proposes amendments to the Land Development Regulations (LDR) to exempt such public improvements from the basic site standards indicated in the Zoning Regulations, Chapter 3, Article III, *Zoning Districts and Overlays*. The standards from which such eligible public improvements would be exempt would include lot area, lot frontage, lot coverage, floor-area-ratio (FAR) and building setbacks. While it is important to provide flexibility in siting and site design to ensure the expeditious provision of public infrastructure, the proposed amendment would stress the review for achieving the intent of the Zoning Regulations as represented by the entire Land Development Regulations and, in part, summarized by Section 2. *Scope* of Article I. Each project should be reviewed to prevent impacts upon other properties, maintain a safe environment and where applicable, further the City's vision and initiatives with respect to sustainability, capital improvements planning, comprehensive planning and redevelopment planning.

The following new Section No. 11 is proposed for Chapter 3. *Zoning,* Article I. *Overview*:

"Section 11. Municipal Operations and Emergency Facilities, Essential Services and Support Infrastructure

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expeditious process when necessary. Exempt projects shall be reviewed through the site plan review process for compliance with all other development standards including the intent of the Land Development Regulations. The review of all municipal projects should ensure that such improvements further the City's vision and initiatives with respect to sustainability, capital improvements planning, comprehensive planning and redevelopment planning. Eligibility also requires the subject project to be the principal use, and on City-owned property. Municipal facilities and Essential Services and Infrastructure are defined within the Land Development Regulations, Chapter 1, Article II. *Definitions.*

CONCLUSION/RECOMENDATION

Staff is recommending approval of the proposed code amendment to ensure the expeditious siting, site planning, and construction of municipal facilities and essential support services and infrastructure.

Attachments

S:\Planning\SHARED\WP\SPECPROJ\CODE REVIEW\CDRV 18-004 Public Infrastructure Site Standards\Staff Report.doc

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 6/5/2018

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: 6/5/2018

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: 6/5/2018

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: 6/5/2018

REQUESTED ACTION BY COMMISSION:
Discuss possibility of trolley service within the City - **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: 6/5/2018

REQUESTED ACTION BY COMMISSION: Commission wants to discuss public safety as it relates to the Town Square Redevelopment - **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: 6/5/2018

REQUESTED ACTION BY COMMISSION:
Announce Budget Workshop dates and times:

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:

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: