The City of

Boynton Beach

City Commission Agenda

Tuesday, March 5, 2019, 6:30 PM

Intracoastal Park Clubhouse 2240 N. Federal Highway
Regular City Commission Meeting

Boynton Beach City Commission

Mayor Steven B. Grant (At Large)
Vice Mayor Christina L. Romelus (District III)
Commissioner Justin Katz (District I)
Commissioner Mack McCray (District II)
Commissioner Aimee Kelley (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 & 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 & 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 your name for the record

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 Intracoastal Park Clubhouse, 2240 N. Federal Highway, 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 by Rabbi Michael Simon, Temple Beth Kodesh

Pledge of Allegiance to the Flag led by Commissioner Mack 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. Announcement by Susan McGill of Forest Park Elementary concerning this years performance of Aladdin.

B. Announce the following:

- Municipal Election - Tuesday, March 12, 2019, 7:00AM - 7:00PM for:
  - Mayor,
  - District I,
  - District III, and
  - Special Election for District IV

List of polling places is available on table near the door.

C. Announcement of the Boynton Beach CRA 5th Annual Blarney Bash by Mercedes Coppin, CRA Business Promotions and Events Manager. Flyers are available on the table near the door.

D. Proclaim March 2019 as Florida Bicycle Month in the City of Boynton Beach.

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.

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. R19-024** - Authorize the City Manager to sign an Interlocal Agreement between the City and Palm Beach County for participation in the Drowning Prevention Coalition's (DPC) Learn to Swim Program, which provides vouchers to the public that may be

redeemed for swimming lessons at the John Denson Pool.

B. **PROPOSED RESOLUTION NO. R19-025** - Authorize the City Manager to sign an Interlocal Agreement with the Board of Commissioners, Palm Beach County, for the use of EMS Grant Funds for Emergency Medical Services Equipment for one (1) Lucas Chest Compression Device in the amount of $10,876.00. The purchase will be made through Physio-Control Corporation of Redmond, WA.

C. **PROPOSED RESOLUTION NO. R19-026** - Authorize the Mayor to sign Amendment No. 1 to amend the lease agreement between Palm Beach County and the City of Boynton Beach Golf Course (The Links at Boynton Beach)..

D. Approve the "Casa Del Mar Replat" record replat, conditioned on the approval being the certification of the plat documents by the City Engineer.

E. Approve an increase to the estimated annual expenditure to Lou Bachrodt Freightliner from $55,000 to $95,000 per City Bid # 068-1412-17/MFD.

F. Approve the minutes from City Commission meetings held on February 19, 2019.

7. BIDS AND PURCHASES OVER $100,000

A. **PROPOSED RESOLUTION NO. R19-027** - Authorize the City Manager to sign a contract with Johnson-Davis, Inc. for the New Palm Way & Lake Street Stormwater Improvements project, Bid No. 007-2821-19/TP in the amount of $199,990.00 plus a 10% contingency of $20,000 if needed for staff approval of change orders for unforeseen conditions for a total expenditure of $219,990.

8. PUBLIC HEARING

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

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

A. **PROPOSED ORDINANCE NO.19-004 - SECOND READING** - Approve Boynton Beach Mall Future Land Use Map Amendment from Development of Regional Impact (DRI) to Mixed Use Low (MXL). Applicant: City-initiated. ***(TBD upon return with State approval)***

PROPOSED ORDINANCE NO.19-005 - SECOND READING - Approve the Comprehensive Plan's Future Land Use Element text amendment to delete the Boynton Beach Mall DRI from the list of DRI-classified sites. Applicant: City-initiated. ***(TBD upon return with State approval)***

B. **PROPOSED ORDINANCE NO. 19-001 - FIRST READING** - Approve Country Trail PUD annexation (ANEX 19-001) Applicant: M2D Country Trail, LLC ***(Applicant request postponement to March 19, 2019)***

PROPOSED ORDINANCE NO. 19-002 - FIRST READING - Approve Country Trail PUD Future Land Use Map amendment from Palm Beach County's Medium Residential with a maximum density of 5 du/acre (MR-5) to Low Density Residential (LDR) with a maximum density of 7.5 du/acre. Applicant: M2D Country Trail, LLC ***(Applicant request postponement to March 19, 2019)***

PROPOSED ORDINANCE NO. 19-003 - FIRST READING - Approve Country Trail PUD rezoning from Palm Beach County's AR, Agricultural Residential, to PUD, Planned Unit Development. Applicant: M2D Country Trail, LLC (***Applicant request postponement to March 19, 2019***)

C. Approve Country Trail PUD New Site Plan to construct a new development with 26 two-story single-family residences and associated site improvements on a 5.17 acre site. Applicant: M2D Country Trail, LLC. ***(Applicant request postponement to March 19, 2019)***

9. CITY MANAGER'S REPORT

A. Review and discuss the Boynton Beach Green Business Recognition Pilot Program presented by Rebecca Harvey, Sustainability Coordinator.

10. UNFINISHED BUSINESS - None

11. NEW BUSINESS

A. Approve the request of Vice Mayor Romelus to distribute $250 of her Community Support Funds to Scholar Career Coaching. Ms. Lynne Gassant will be present to make a brief 10 minute presentation. ***(Tabled to March 19, 2019)***

12. LEGAL

A. Discuss adoption of anti-lobbying ordinance applicable to City Board Members. ***(Tabled to March 19, 2019)***

B. **PROPOSED ORDINANCE 19-010 - FIRST READING -** Amending Chapter 14 of the Code of Ordinances entitled "Motor Vehicles and Traffic" creating Section 14-13 entitled "Motorized Scooters". ***(Tabled to March 19, 2019)***

C. **PROPOSED ORDINANCE NO. 19-011 - FIRST READING** - Approve ordinance amending Part III, Chapter 2, Article I, Section 5 of the Land Development Regulations to update the City's Green Building Program

D. **PROPOSED RESOLUTION NO. R19-028** - Accept the conveyance of vacant lot on NE 11th Avenue from the Boynton Beach Community Redevelopment Agency via Quit Claim Deed.

13. FUTURE AGENDA ITEMS

A. Department to give brief presentation of their operations
Police - **March 2019**
Fire - **May 2019**

B. Staff to review Development Department's plan review processes to identify efficiencies and technologies to assist with timely review of plans/projects - **March 2019**

C. Mayor has requested a discussion concerning a Community ID Program - **March 19, 2019**

D. Commission wants to discuss public safety as it relates to the Town Square Redevelopment - **June 2019**

E. Modification of parking ordinance to prohibit parking of tractor trailers in residential neighborhoods - **TBD**

F. Approve Ocean Breeze East Major Site Plan Modification for multi-family residential (rental apartments) consisting of 123 dwelling units within four, three-story buildings, a clubhouse, community space, and associated recreational amenities and parking on 3.95 acres. Applicant: Paul Bilton, Centennial Management - **March 19, 2019**

G. Approve Conditional Use and Major Site Plan Modification for the construction of a 1,927 square foot Taco Bell Restaurant, drive-through and related site improvements, located in a C-3 (Community Commercial) zoning district. Applicant: Raymond Funk, Coastal QSR, LLC - **March 19, 2019**

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: 3/5/2019

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

Invocation by Rabbi Michael Simon, Temple Beth Kodesh

Pledge of Allegiance to the Flag led by Commissioner Mack 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: 3/5/2019

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: 3/5/2019

REQUESTED ACTION BY COMMISSION: Announcement by Susan McGill of Forest Park Elementary concerning this years performance of Aladdin.

EXPLANATION OF REQUEST:
Two years ago, Forest Park Elementary School was one of only four schools in the county to receive a three year grant from the Kravis Center to perform the Disney Musicals in Schools play of The Lion King. Over fifty of our third, fourth and fifth grade After School and Drama Club students were able to participate. This year, on March 12 and 13, we are fortunate to be performing, Aladdin. We invite you all to attend this great event. It is amazing what a group of students with absolutely no background in the performing arts can achieve when volunteer teachers and volunteer friends donate their time and support. This evening we will be sharing a song from our play. Please welcome three of our star performers as they share with you a song from, **Aladdin.**

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: 3/5/2019

REQUESTED ACTION BY COMMISSION:
Announce the following:

- Municipal Election - Tuesday, March 12, 2019, 7:00AM - 7:00PM for:
  - Mayor,
  - District I,
  - District III, and
  - Special Election for District IV

List of polling places is available on table near the door.

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Attachment	Go Vote
Attachment	Chamber Forum
Attachment	Black Votes Matter Forum

CITY OF BOYNTON BEACH

CITY COMMISSION ELECTION

COMMISSION DISTRICT II SEAT

MARCH 14
7 A.M. - 7 P.M.

LIST OF POLLING PLACES

VOTING LOCATIONS

A General Election will be held in the City of Boynton Beach, Palm Beach County, Florida, on the 14th day of March 2017 to elect one Commissioner from District II to serve a three-year term expiring in March 2020. The voting hours are between 7:00 a.m. and 7:00 p.m. on said date. Polling places are hereby designated as follows:

PRECINCT • ADDRESS

★ PRECINCT 3188 • **CHRIST FELLOWSHIP CHURCH**
801 North Congress Avenue

★ PRECINCT 3190 • **IMAGINE SCHOOLS CHANCELLOR CAMPUS**
3333 High Ridge Road

★ PRECINCT 4024 • **HARVEY E. OYER JR. PARK**
U S 1 and NE 21st Avenue

★ PRECINCT 7178 • **EZELL HESTER COMMUNITY CENTER**
1901 North Seacrest Boulevard

★ PRECINCT 7180 • **ST. JOHN MISSIONARY BAPTIST CHURCH**
900 North Seacrest Blvd.

★ PRECINCT 7182 • **CAROLYN SIMS CENTER**
225 NW 12th Avenue

★ PRECINCT 7184 • **ST. JOHN MISSIONARY BAPTIST CHURCH**
900 North Seacrest Boulevard

For more information call 561-742-6060.

This document is available in alternate accessible formats upon request by calling (561) 742-6241.

The Greater Boynton Beach Chamber of Commerce Government Affairs Council is Pleased to Host a Non-Partisan Candidates Forum for City Commission District II

March 8, 2017

6:30PM- 8:00PM

City of Boynton Beach Library Program Room
208 Seacrest Blvd

OPEN TO THE PUBLIC

The Greater Boynton Beach Chamber of Commerce Government Affairs Council is Pleased to Host a Non-Partisan Candidates Forum for City Commission District II

March 8, 2017

6:30PM- 8:00PM

City of Boynton Beach Library Program Room
208 Seacrest Blvd

OPEN TO THE PUBLIC

BLACK VOTES MATTER
BBCOC
Boynton Beach Coalition of Clergy
DISTRICT 2 COMMISSION CANDIDATE FORUM
Thursday March 9, 2017
6:30pm- meet and greet
7:00pm- 8:30pm Forum
NEW DISCIPLES WORSHIP CENTER
239 NE 12TH AVENUE BOYNTON BEACH FL 33435
Candidates will be Mack McCray, Woodrow Hay and James DeVoursney
LIGHT REFRESHMENTS WILL BE SERVED
Created by Olentv

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/5/2019

REQUESTED ACTION BY COMMISSION:
Announcement of the Boynton Beach CRA 5th Annual Blarney Bash by Mercedes Coppin, CRA Business Promotions and Events Manager. Flyers are available on the table near the door.

EXPLANATION OF REQUEST:
On Saturday, March 16, 2019, the Boynton Beach CRA will host the 5th Annual Boynton Beach Blarney Bash in the downtown district.

- The FREE event starts at 4:00 P.M. and ends at 9:00 P.M.
- The event will take place along East Ocean Avenue between Federal Highway and NE 4th Street and along portions of NE 4th Street.
- There will be live music from bagpipers, as well as stage performances by, T**he Flyers, The Roaring Kelly Band, and Celtic Mayhem**.
- Performance from the students of the Aranmore Academy of Irish Dance.
- Food court with a variety of options, including authentic Irish cuisine, and food offerings from the Driftwood Restaurant and Boardwalk Italian Ice & Creamery.
- Craft beer selections will be available on tap from local Boynton Beach breweries.
- The event will feature a scavenger hunt that will place patrons in direct contact with participating CRA District businesses.
- There will be multiple inflatable and interactive activities for children.
- There will be a "Shamrock Costume Contest" for both children and adults.
- Retail vendor space is available for $116 for Boynton Beach based vendors and $145 for vendors located outside of Boynton Beach. The deadline to submit a vendor application is March 11th.
- More information can be found at www.catchboynton.com.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Budgeted
Event is budgeted in the CRA's adopted budget. The City of Boynton Beach supports this events through site preparation, garbage collection, departmental assistance.

ALTERNATIVES:
Do not announce the Blarney Bash.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Attachment	2019 Blarney Blash Flyer

Be Lucky In Boynton Beach!
BLARNEY BASH
BOYNTON BEACH
FREE EVENT
SATURDAY
3 ☘ 16 ☘ 2019
4 - 9 PM
Live Music
Craft Beer
Cocktails
Kids Activities
Leprechauns
& More
100 NE 4th Street
CatchBoynton.com
INTERPRETERS AVAILABLE UPON ON REQUEST
Coppinm@bbfl.us or Call 561-600-9097
PRESENTED BY
BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/5/2019

REQUESTED ACTION BY COMMISSION: Proclaim March 2019 as Florida Bicycle Month in the City of Boynton Beach.

EXPLANATION OF REQUEST: The City of Boynton Beach joins Palm Beach County and the State of Florida in declaring March as Florida Bicycle Month.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The City will recognize the week of March 11-15 as Bike to Work Week and will encourage employees and community members to bike to work as a part of the annual "Let's Move Challenge." Bike Month also offers an opportunity for the City to promote its upcoming bike sharing program, which is set to launch in summer 2019.

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

ALTERNATIVES: Not proclaim March 2019 as Florida Bicycle Month.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: Yes

CLIMATE ACTION DISCUSSION: Climate Action Plan Implementation Initiative # CE-3: Utilize existing programs such as ... “Bike to Work” week to highlight the relationships between these initiatives and goals of the CAP such as reduced greenhouse gas emissions related to less vehicle use.

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Proclamation	Proclamation

City of Boynton Beach

Proclamation

WHEREAS, City of Boynton Beach residents and visitors engage in bicycling as a viable and environmentally sound form of transportation and an excellent form of physical activity and recreation; and

WHEREAS, the City of Boynton Beach is committed to improving the accessibility, connectivity, and safety of non-motorized transportation throughout the City; and

WHEREAS, the State of Florida officially recognizes March as Bicycle Month; and

WHEREAS, the City of Boynton Beach and Palm Beach County will recognize March 11–15 as Bike to Work Week; and

WHEREAS, Florida Bicycle Month features a number of fitness opportunities and events for riders of all ages to enjoy throughout the month at various parks and locations throughout Palm Beach County; and

WHEREAS, the recognition of Florida Bicycle Month will raise awareness of bicycling and ultimately promote physical activity and healthy lifestyles by elevating bicycling as a more widely accepted choice of transportation;

WHEREAS, the Palm Beach Transportation Planning Agency plans and recommends projects to make bicycling more accessible and promotes comprehensive community education efforts aimed at improving bicycle safety through the BikePalmBeach.org website; and

WHEREAS, Palm Beach County now has over 170 miles of designated bicycle lanes, 90 miles of paved shared-use pathways, and more than 600 additional miles planned; and will continue to promote a connected network of bicycle trails;

NOW, THEREFORE, I, Steven B. Grant, Mayor of the City of Boynton Beach, do hereby proclaim the month of March 2019 as:

Florida Bicycle Month

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach Florida, the 5th day of March, Two Thousand Nineteen.

_____
Steven B. Grant, Mayor

ATTEST:

_____
Judith A. Pyle, City Clerk

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/5/2019

REQUESTED ACTION BY COMMISSION:
Appoint eligible members of the community to serve in vacant positions on City advisory boards.

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 03-05-19
🗋	Other	Pierce-Roe Request to Move up
🗋	Other	Wilkinso, K - Move up

APPOINTMENTS AND APPLICANTS FOR MARCH 5, 2019

Building Board of Adjustments and Appeals

Mayor	Grant	Reg	2 yr term to 12/19 Tabled (3)
I	Katz	Alt	2 yr term to 12/20 Tabled (3)
II	McCray	Alt	2 yr term to 12/19 Tabled (3)

Applicants

None

Education and Youth Advisory Board

III	Romelus	STU	2 yr term to 12/20 Tabled (3)
IV	Kelley	STU	2 yr term to 12/19 Tabled (3)

Applicants

Kathleen Wilkinson – Current non-voting requesting to move up to STU

Historic Resources Preservation Board

II	McCray	Alt	2 yr term to 12/19 Tabled (3)

Applicants

None

Library Board

III	Romelus	Alt	2 yr term to 12/20 Tabled (3)
IV	Kelley	Reg	2 yr term to 12/20

Applicants

None

Recreation and Parks

III	Romelus	Reg	2 yr term to12/20

Applicants

Betty Pierce-Roe – current alternate requesting to move up.

Senior Advisory Board

I	Katz	Alt	2 yr term to 12/20 Tabled (3)

Applicants

None

Pyle, Judith

From: Majors, Wally
Sent: Wednesday, February 06, 2019 8:37 AM
To: Pyle, Judith
Subject: Recreation & Parks Advisory Board

Good morning Judy,
Kevin Lee informed me that he no longer will be able to be on the Advisory Board. Betty Pierce-Roe is an alternate member and wishes to be appointed a regular member.

Wally Majors
Director
Recreation & Parks, Administration
City of Boynton Beach
100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435
561-742-6255 | 561-742-6238
MajorsW@bbfl.us | http://www.boynton-beach.org/

America's Gateway to the Gulfstream

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

Pyle, Judith

From: Kathleen Wilkinson <kathleencwilkinson@gmail.com>
Sent: Thursday, February 28, 2019 6:54 PM
To: Pyle, Judith
Subject: EYAB Member Change

Hi,

My name is Kathleen Wilkinson and I currently a nonvoting Student Member on the Education and Youth Advisory Board. Both voting Student Members are no longer on the board, so I was wondering if it would be possible for me to become a Student Voting Member.

Thank you in advance for your help,

Kathleen Wilkinson

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/5/2019

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R19-024 - Authorize the City Manager to sign an Interlocal Agreement between the City and Palm Beach County for participation in the Drowning Prevention Coalition's (DPC) Learn to Swim Program, which provides vouchers to the public that may be redeemed for swimming lessons at the John Denson Pool.

EXPLANATION OF REQUEST: As part of the DPC Program, Palm Beach County will pay the City its usual and customary fee for swimming lessons. The vouchers are issued by the Learn to Swim Program and are valued at a maximum of $50 per class. The term of agreement is from April 1, 2019 - September 30, 2019.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This will provide an opportunity for anyone regardless of income level, to participate in swimming lessons at Denson Pool.

FISCAL IMPACT: Non-budgeted
None.
Previous years amount of vouchers and number of children benefited:

FY 2018	$2,400	74Children
FY 2017	$2,340	58
FY 2016	$1,790	42

ALTERNATIVES: Do not approve the agreement.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? Yes

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving ILA for Swimming Lessons
Agreement	Drowning Prevention Coaltion's ILA
Exhibit	Exhibit A

RESOLUTION R19-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT FOR SWIMMING LESSONS BETWEEN PALM BEACH COUNTY AND THE CITY OF BOYNTON BEACH FOR PARTICIPATION IN THE DROWNING PREVENTION COALITION LEARN TO SWIM PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Palm Beach County will pay to the City of Boynton Beach its usual and customary fee per swim class for swimming lessons provided by the City in exchange for the Drowning Prevention Coalition Learn to Swim Program; 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 of the City of Boynton Beach to approve and authorize the Mayor to sign the Interlocal Agreement with Palm Beach County which expires September 30, 2019, for participation in the Drowning Prevention Coalition Learn to Swim Program.

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 hereby authorizes the Mayor to sign an Interlocal Agreement between the City of Boynton Beach and Palm Beach County which expires September 30, 2019, for participation in the Drowning Prevention

Coalition Learn to Swim Program, a copy of said Interlocal Agreement is attached hereto and made a part here as Exhibit "A".

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

PASSED AND ADOPTED this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

INTERLOCAL AGREEMENT
FOR SWIMMING LESSONS

This Agreement is made as of the ___ day of _____, 20___, 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 City of Boynton Beach, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter referred to as "MUNICIPALITY").

WHEREAS, COUNTY, through its Drowning Prevention Coalition's ("DPC") Learn to Swim Program, distributes vouchers to the public which may be redeemed for swimming lessons at designated aquatic facilities within Palm Beach County; and

WHEREAS, the parties desire to enter into this Agreement for MUNICIPALITY to provide swimming lessons as part of the DPC Learn to Swim Program, and to define the parties' responsibilities relating thereto.

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 power 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.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the COUNTY and the MUNICIPALITY agree as follows:

ARTICLE 1 - SERVICES

MUNICIPALITY shall offer and provide swimming lesson classes to individuals who present vouchers issued by the DPC Learn to Swim Program. Each class to be offered and provided shall consist of a series of at least six swimming lessons and shall be identified in **Exhibit A**, attached hereto and incorporated herein. **Exhibit A** shall set forth the name, type, swimming level, dates, location, minimum participation requirements, if any, and MUNICIPALITY'S usual and customary fee for each class. MUNICIPALITY shall not charge voucher holders for any swim class for which MUNICIPALITY'S usual and customary fee is $50.00 or less. If MUNICIPALITY'S usual and customary fee for a swim class is more than $50.00, then the maximum fee that MUNICIPALITY may charge voucher holders for said class is its usual and customary fee minus $50.00. Said classes may be open to the public and are not restricted to voucher holders.

The swimming lesson classes shall be provided at MUNICIPALITY'S aquatic facility. MUNICIPALITY agrees to provide and maintain its facility in a safe, clean and hygienic manner and in accordance with all safety and health standards and all other applicable laws and regulations. MUNICIPALITY agrees to provide and maintain in proper working order all equipment necessary to provide and maintain the services and facility as provided herein. MUNICIPALITY represents and warrants that its aquatic facility is in compliance, and shall continue to be in compliance, with Section 514.031, Florida Statutes, all applicable rules and requirements of the State and County Health Departments, and all other applicable laws, rules and regulations. Prior to execution of this Agreement, MUNICIPALITY must provide to

COUNTY copies of the facility's current operating permit and most current inspection report, which must evidence a satisfactory inspection.

MUNICIPALITY shall perform the services set forth herein in accordance with all applicable laws, rules and regulations, and in a competent, professional, safe and responsible manner with full regard for the safety of the participants. MUNICIPALITY agrees and warrants that all swimming instructors utilized by MUNICIPALITY to provide lessons hereunder shall be certified as required by Section 514.071, Florida Statutes, and any other applicable laws, rules and regulations. MUNICIPALITY shall provide proof of such certifications to COUNTY'S representative upon request. MUNICIPALITY represents and warrants that it has in place, and shall continue to maintain, a drug-free workplace policy.

ARTICLE 2 – COMMENCEMENT AND TERM

This Agreement shall commence on April 1, 2019 and shall remain in effect until September 30, 2019.

ARTICLE 3 - PAYMENTS TO MUNICIPALITY

A. For swimming classes provided by MUNICIPALITY in exchange for DPC Learn to Swim Program vouchers, COUNTY shall pay MUNICIPALITY its usual and customary fee per class as set forth in **Exhibit A** hereto, up to a maximum of $50.00 per class series provided to a voucher holder. As provided in Resolution No. R-2005-1906, the total payments to all swimming lesson providers utilized in the DPC Learn to Swim Program for each fiscal year shall not exceed the amount budgeted by COUNTY for this purpose for said fiscal year.

B. MUNICIPALITY shall invoice COUNTY monthly based on the number of swimming lesson classes provided hereunder. Invoices shall include a list of the names and contact information of students to whom lessons were actually provided, the name, dates, and times of the classes provided, and any other documentation deemed necessary by COUNTY to verify that services have been rendered in conformity with this Agreement and any applicable DPC Learn to Swim Program criteria, policies and procedures.

ARTICLE 4 - TERMINATION

The COUNTY may terminate this Agreement at any time upon written notice to the MUNICIPALITY with or without cause and without penalty, damages or recourse against COUNTY. MUNICIPALITY may terminate this Agreement upon thirty days (30) days' prior written notice to the COUNTY.

ARTICLE 5 - PERSONNEL

The MUNICIPALITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereunder shall be performed by the MUNICIPALITY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized and permitted under state and local law to perform such services.

The MUNICIPALITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - SUBCONTRACTING

MUNICIPALITY may not, without written approval of COUNTY, subcontract any rights, responsibilities or obligations under this Agreement.

ARTICLE 7 - AVAILABILITY OF FUNDS

The COUNTY'S performance under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners and subject to the provisions of Palm Beach County Resolution No. R-2005-1906. The MUNICIPALITY'S performance under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by its governing body.

ARTICLE 8 - INSURANCE

Without waiving the right to sovereign immunity as provided by *s.*768.28 *f.s.,* MUNICIPALITY acknowledges to be self-insured for General Liability, Automobile Liability and Professional Liability under Florida sovereign immunity statutes with coverage limits of $200,000 Per Person and $300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event MUNICIPALITY maintains third-party Commercial General Liability, Business Auto Liability and Professional Liability in lieu of exclusive reliance of self-insurance under *s.*768.28 *f.s,* MUNICIPALITY shall agree to maintain said insurance policies at limits not less than $500,000 combined single limit for bodily injury or property damage.

MUNICIPALITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

When requested, MUNICIPALITY shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve MUNICIPALITY of its liability and obligations under this Agreement.

ARTICLE 9 - INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall indemnify, defend and hold harmless MUNICIPALITY against any actions, claims or damages arising out of COUNTY'S negligence in connection with this Agreement, and MUNICIPALITY shall indemnify, defend and hold harmless COUNTY against any actions,

claims, or damages arising out of MUNICIPALITY'S negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

Neither party shall assign, delegate or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity without the prior written consent of the other party.

ARTICLE 11 - 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 a court of competent jurisdiction located in Palm Beach County, Florida. 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 MUNICIPALITY.

ARTICLE 12 - CONFLICT OF INTEREST

The MUNICIPALITY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. The MUNICIPALITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The MUNICIPALITY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the MUNICIPALITY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the MUNICIPALITY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the MUNICIPALITY. The COUNTY agrees to notify the MUNICIPALITY of its opinion by certified mail within thirty (30) days of receipt of notification by the MUNICIPALITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MUNICIPALITY, the COUNTY shall so state in the notification and the MUNICIPALITY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the MUNICIPALITY under the terms of this Agreement.

ARTICLE 13 - EXCUSABLE DELAYS

MUNICIPALITY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of MUNICIPALITY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon MUNICIPALITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the MUNICIPALITY'S failure to perform was without its or its subcontractors fault or negligence, the Agreement schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 14 - ARREARS

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

ARTICLE 15 – PUBLIC RECORDS

The MUNICIPALITY shall comply with Florida's Public Records Law with regard to any documents or other records relating to this Agreement.

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

The MUNICIPALITY is, and shall be, in the performance of all work services and activities under this Agreement, 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 Agreement shall at all times, and in all places, be subject to the MUNICIPALITY'S sole direction, supervision, and control. The MUNICIPALITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the MUNICIPALITY'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.

The MUNICIPALITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 17 - CONTINGENT FEES

The MUNICIPALITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the MUNICIPALITY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the MUNICIPALITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 18 - ACCESS AND AUDITS

The MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. 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 MUNICIPALITY'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 MUNICIPALITY, 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 19 - NONDISCRIMINATION

The 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 R2017-1770, as may be amended, the MUNICIPALITY warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

ARTICLE 20 - AUTHORITY TO PRACTICE

The MUNICIPALITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 21 - 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 22- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the MUNICIPALITY certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 23 - SURVIVABILITY

Any covenant, agreement, representation, warranty or other provision of this Agreement that is of a continuing nature or which by its language or its nature imposes an obligation that extends beyond the term of this Agreement, including but not limited to representations relating to indemnification and the disclosure or ownership of documents, shall survive the expiration or early termination of this Agreement and the consummation of the transactions contemplated hereunder.

ARTICLE 24 - 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:

Palm Beach County Fire-Rescue
405 Pike Road
West Palm Beach, FL 33411-3815
Attn: Fire Rescue Administrator

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

City of Boynton Beach
John H. Denson Pool
225 Northwest 12th Avenue
Boynton Beach, FL 33425
Attn: Crystal Quesada, Aquatics Supervisor

ARTICLE 25 - FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the MUNICIPALITY 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 unless agreed to in writing by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY, and MUNICIPALITY has hereunto set its hand the day and year above written.

WITNESS

_____
Signature

_____
Name (type or Print)

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By:_____
Michael C. Mackey, Fire Rescue Administrator, through Verdenia C. Baker, County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By_____
Palm Beach County Fire Rescue

ATTEST:

By:_____
City Clerk

CITY OF BOYNTON BEACH, FLORIDA

By:_____
Lori LaVerriere, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_____
City Attorney

CERTIFICATE OF COVERAGE

ISSUED ON: 01/07/2019

COVERAGE PROVIDED BY: **PREFERRED GOVERNMENTAL INSURANCE TRUST**

PACKAGE AGREEMENT NUMBER: PX2FL1 0502003 18-04 COVERAGE PERIOD: 10/01/2018 TO 10/01/2020 12:01 AM

COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder
Palm Beach County Board of County Commissioners Attn Anna Stewart
405 Pike Rd.
West Palm Beach , Florida 33411

Designated Member
City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach , FL 33425

LIABILITY COVERAGE

X **Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury**
Limit $2,000,000 $200,000/$300,000 SIR Deductible

X **Public Officials Liability**
Limit $4,000,000 $200,000 SIR Deductible

X **Employment Practices Liability**
Limit $4,000,000 $200,000 SIR Deductible

X **Employee Benefits Liability**
Limit $2,000,000 $200,000/$300,000 SIR Deductible

X **Law Enforcement Liability**
Limit $2,000,000 $200,000/$300,000 SIR Deductible

WORKERS' COMPENSATION COVERAGE

WC AGREEMENT NUMBER:

X **Self Insured Workers' Compensation**
$500,000.00 Self Insured Retention

X **Statutory Workers' Compensation**

Employers Liability
$1,000,000 Each Accident
$1,000,000 By Disease
$1,000,000 Aggregate Disease

PROPERTY COVERAGE

X **Buildings & Personal Property**
Per schedule on file with TrustLimit $25,000 Deductible
Note: See coverage agreement for details on wind, flood, and other deductibles.

X **Rented, Borrowed and Leased Equipment**
Limit $300,000

X **Total All other Inland Marine**
Limit $7,343,835 See Schedule for Deductible

CRIME COVERAGE

X **Employee Dishonesty**
Limit $50,000 $1,000 Deductible

X **Forgery or Alteration**
Limit $50,000 $1,000 Deductible

X **Theft Disappearance & Destruction**
Limit $50,000 $1,000 Deductible

X **Computer Fraud**
Limit $50,000 $1,000 Deductible

AUTOMOBILE COVERAGE

Automobile Liability
Limit $2,000,000 $100,000 SIR Deductible
X All Owned
Specifically Described Autos
X Hired Autos
X Non-Owned Autos

Automobile Physical Damage
X Comprehensive See Schedule for Deductible
X Collision See Schedule for Deductible
X Hired Auto with limit of $100,000

Garage Keepers
Liability Limit
Liability Deductible
Comprehensive Deductible
Collision Deductible

NOTE: Additional Covered Party status is excluded for non-governmental entities. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.

Description of Operations/ Locations/ Vehicles/Special Items
All Operations usual to a City Government

This section completed by member's agent, who bears complete responsibility and liability for its accuracy

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.

Administrator
Public Risk Underwriters®
P.O. Box 958455
Lake Mary, FL 32795-8455

CANCELLATIONS
SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.

Producer
The Gehring Group
4200 Northcorp Parkway , Suite 185
Palm Beach Gardens , FL 33410

Margaret E Gross
AUTHORIZED REPRESENTATIVE

PGIT-CERT (11/09) *PRINT FORM* 01/07/2019

Print Date: 1/7/2019

Preferred

01/07/2019

Palm Beach County Board of County Commissioners Attn Anna Stewart
405 Pike Rd.
West Palm Beach , Florida , 33411

Re: Coverage Agreement - PX2FL1 0502003 18-04
City of Boynton Beach
Effective Date: 10/01/2018 TO 10/01/2020

To Whom It May Concern:

Preferred Governmental Insurance Trust is unable to name non-governmental entities as an additional covered party due to Florida Statute 768.28.

Non-governmental entities do not enjoy sovereign immunity protection under Florida law. Coverage through the Preferred Governmental Insurance Trust is predicated upon the concept of sovereign immunity among all its members. Accordingly, entities which are not eligible for sovereign immunity protection under F.S. 768.28 may not be an additional covered party under the Preferred coverage agreement.

We appreciate your understanding.

Margaret E. Gross, CPCU
Director of Underwriting

If Additional Covered Party status was not requested on the attached certificate, the provisions in this letter do not apply.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT
PUBLIC POOL AND BATHING PLACE
INSPECTION REPORT

Facility Information

RESULT: Satisfactory

Permit Number: 50-60-03671
Name of Facility: Wilson Park John Denson Pool
Address: 225 NW 12 Avenue
City, Zip: Boynton Beach 33435

Correct By: None
Re-Inspection Date: None

Type: Public Pool > 25000 Gallons
Owner: WILSON PARK John Denson Pool
Person In Charge: Kudirka, Ross Phone: (561) 742-6255
PIC Email: kudirkar@bbfl.us
Pool Operator: Kudirka, Ross Phone: (561) 742-6646

Inspection Information

Purpose: Routine
Inspection Date: 1/29/2019

Begin Time: 12:00 PM
End Time: 12:40 PM

Additional Information

22. Free Chlorine 3.9	VOLUME 116400
23. pH 7.7	POOL LOAD 97
24. Chlor. Stabilizer 22	FLOW RATE 486
33. Flowmeter 515	NIGHT SWIM ..... No
34. Thermometer 88	FILTER TYPE ..... SP

Items checked are not in compliance with Chapter 386 or 514, Florida Statutes, or Chapter 64E-9 or 64E-10, Florida Administrative Code. These violations must be corrected by the date indicated to avoid closure, administrative fines, or other legal actions. Florida Building Code (FBC) violations are reported to the local building official, and depending upon risk severity, the Department of Health may close the pool or rescind the operating permit.

Violation Markings

POOL AREA	17. Rules Posted	32. Vacuum Cleaner-FBC
1. Water Clarity/Algae Control	18. Certification	33. Flowmeter
2. Deck/Walkways	SANITARY FACILITIES	34. Thermometer
3. Tile/Pool Finish	19. Supplies 64E-10, FAC	35. Pressure/Vacuum Gauge
4. Depth Markers-FBC	20. Clean 64E-10, FAC	36. Equip. Room
5. Handrail/Ladder-FBC	WATER QUALITY	37. Cross Connection
6. Step Markings-FBC	21. Approved Test Kit	38. Gas Chlorine Eq.-FBC
7. Suction Outlets-514.0315(1)	22. Free Chlor./Brom.	39. Waste Water - FBC
8. Gutter Grates/Skimmer-FBC	23. pH	40. D.E. Separator-FBC
9. Lighting	24. Chlor. Stabilizer	41. Other Equipment
10. No Dive Markings-FBC	25. Spa Requirements-ORP	42. Equip. Change-FBC
11. Diving Board-FBC	EQUIPMENT ROOM	43. Approved Chemicals
12. Pool Cover	26. Wading Pool-Quick Dump	44. Maintenance Log
13. Pool Side Shower-FBC	27. Water Level/Control	45. Inspection Posted
POOL SAFETY	28. Disinfection Feeder/Generator	46. Safety-514.0315(2)
14. Life Hook(s) w/Pole	29. pH Feeder	47. Fences/Gates- FBC
15. Life Ring(s) w/Rope	30. Chem. Container Label-FBC	48. Other
16. Safety Line	31. Filter / Pump	49. Other

NOTE: It is unlawful to modify a public pool or its equipment without prior approval from the local building department and submitting an application to DOH.

Inspector Signature:

Client Signature:

Email

STATE OF FLORIDA
DEPARTMENT OF HEALTH
COUNTY HEALTH DEPARTMENT
PUBLIC POOL AND BATHING PLACE
INSPECTION REPORT

General Comments

File#: 3879
Gate Code#:
Facility Access Key#: Closed on Mondays
Equipment Access#:
Main Drain Grate:
SVRS: Gravity
Audit:

Email Address(es): DuongQ@bbfl.us;

DOH Web Page For Pools: http://www.floridahealth.gov/environmental-health/swimming-pools/index.html

Violations Comments

No Violation Comments Available

Inspection Conducted By: Natalie Zorzi (4171)
Inspector Contact Number: Work: (561) 274-3187 ex.
Print Client Name:
Date: 1/31/2019

Inspector Signature:

Client Signature: Email

STATE OF FLORIDA
DEPARTMENT OF HEALTH

Operating Permit

50-60-03671

50-BID-3753059

Swimming Pools - Public Pool > 25000 Gallons

Issued To: Wilson Park John Denson Pool
225 NW 12 Avenue
Boynton Beach, FL 33435

County: **Palm Beach**
Amount Paid: $250.00
Date Paid: 06/12/2018
Issued Date: 07/01/2018

Permit Expires On: 06/30/2019

Mail To: WILSON PARK John Denson Pool
100 E Boynton Beach Boulevard
Boynton Beach, FL 33435

Issued By:
Department of Health in Palm Beach County
P.O. Box 29 - Fourth Floor
West Palm Beach, FL 33402-0029

(561) 837-5900

Owner: WILSON PARK John Denson Pool
File Number: 3879

Pool Volume (gallons): 116,400 **Bathing Load:** 97 **Flow Rate (gpm):** 486 **Night Swimming:** N

Original Customer: Wilson Park John Denson Pool (NON-TRANSFERABLE) DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE

STATE OF FLORIDA
DEPARTMENT OF HEALTH

Operating Permit

50-60-03671

Swimming Pools - Public Pool > 25000 Gallons

50-BID-3753059

Issued To: Wilson Park John Denson Pool
225 NW 12 Avenue
Boynton Beach, FL 33435

County: Palm Beach
Amount Paid: $250.00
Date Paid: 06/12/2018
Issued Date: 07/01/2018
Permit Expires On: 06/30/2019

Mail To: WILSON PARK John Denson Pool
100 E Boynton Beach Boulevard
Boynton Beach, FL 33435

Issued By:
Department of Health in Palm Beach County
P.O. Box 29 - Fourth Floor
West Palm Beach, FL 33402-0029
(561) 837-5900

Owner: WILSON PARK John Denson Pool
File Number: 3879

EXHIBIT A

GROUP LESSON LEVELS

SEA OTTERS & PUPS (Parent & Tot) Ages 6 months-3 years
Did you know sea otters learn to swim with their mom? Children will learn swimming readiness skills to orient them to the water with the help of a parent. Swim diaper and swim cover required, both available for purchase at the pool. 1:10 ratio.

Weekdays	Saturdays	214105
4:00 - 4:30P	10:00 - 10:30A	

SEAHORSE 1 (Preschool 1) Ages 4-5 years
Did you know seahorses attach to floating objects as a way to travel long distances? Children will become familiarized with the aquatic environment and learn safe practices. 1:6 ratio.

Weekdays	Saturdays	214104
4:35 - 5:05P	10:00 - 10:30A	

SEAHORSE 2 (Preschool 2) Ages 4-5 years
Did you know seahorses prefer to swim in pairs with their tails linked together? This class builds and improves on skills learned in level 1. Children must demonstrate level 1 exit skills to participate. 1:6 ratio.

Weekdays	Saturdays	214104
4:35 - 5:05P	10:35 - 11:05A	

SEA TURTLE (Level 1) Ages 6+
Did you know green sea turtles can stay under water for as long as five hours? This class is for those who have never had lessons, cannot swim, or are not comfortable in the water. Children will learn basic water safety and swimming skills at a beginner level. 1:6 ratio.

Weekdays	Saturdays	214101
5:10 - 5:40P	10:35 - 11:05A	

SAILFISH (Level 2) Ages 6+
Did you know sailfish can swim at speeds of up to 68mph? This class is for those who have had lessons, can swim a minimum of 5 yards, and float on their back. Children will develop swimming techniques and must successfully demonstrate Level II exit skills to move to the next level. 1:6 ratio.

Weekdays	Saturdays	214102
5:10 - 5:40P	11:10 - 11:40A	

ORCA (Level 3) Ages 6+
Did you know orcas have flukes, or a tail, used for swimming? The flukes move in an up and down motion to accelerate. This class is for those who can swim 25 yards on their front and 15 yards on their back. Children will practice stroke refinement in order to advance to a Recreation Swim League or pre-competition level. 1:6 ratio.

Weekdays	Saturdays	214103
5:45 - 6:15P	11:10 - 11:40A	

GREAT WHITE SHARK (Adult) Ages 15+
Did you know the largest Great White shark ever recorded was 23 feet long? This class is for any experience level, from beginners to those who wish to refine their stroke technique.

Weekdays	Saturdays	214201
5:45 - 6:15P	11:45A - 12:15	

John H. Denson Pool

225 NW 12TH Ave
Boynton Beach, FL 33435
561-742-6645

LEARN TO SWIM

FEES
Private Lessons (All Ages).....$15R, $18NR per class
Group Lessons.....$40R, $50NR per session

GROUP LESSONS: SESSION 1 DATES
Tuesday - Friday..... 4/2 - 4/12
Saturday..... 4/6 - 5/25

GROUP LESSONS: SESSION 2 DATES
Tuesday/Thursday..... 4/30 - 5/23
Wednesday/Friday..... 5/1 - 5/24

GROUP LESSONS: SESSION 3 DATES
Tuesday/Thursday..... 6/4 - 6/27
Wednesday/Friday..... 6/5 - 6/28
Saturday..... 6/8 - 7/27

GROUP LESSONS: SESSION 4 DATES
Tuesday/Thursday..... 7/9 - 8/1
Wednesday/Friday..... 7/10 - 8/2

GROUP LESSONS: SESSION 5 DATES
Tuesday/Thursday..... 8/20 - 9/12
Wednesday/Friday..... 8/21 - 9/13
Saturday..... 8/10 - 9/28

GROUP LESSON INFORMATION

Children MUST be potty trained with the exception of Sea Otters & Pups. Classes not meeting the minimum enrollment of four participants will be cancelled. No refunds or make up classes will be offered if classes are cancelled due to inclement weather. A free water skills assessment is available upon request.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/5/2019

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R19-025 - Authorize the City Manager to sign an Interlocal Agreement with the Board of Commissioners, Palm Beach County, for the use of EMS Grant Funds for Emergency Medical Services Equipment for one (1) Lucas Chest Compression Device in the amount of $10,876.00. The purchase will be made through Physio-Control Corporation of Redmond, WA.

EXPLANATION OF REQUEST: The grant is for the purchase of one (1) Lucas Chest Compression Device, manufactured by Physio-Control. In accordance with the grant award document, the equipment must be purchased by January 31st, 2020.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The grant award is for one (1) Lucas Chest Compression Device, a form of mechanical CPR (cardiopulmonary resuscitation), utilized by hospitals, Fire, and EMS agencies, to provide the highest level of emergency medical care. The Lucas device will replace an existing Lucas device currently deployed in the field by Boynton Beach Fire Rescue that was procured in 2011.

FISCAL IMPACT: Non-budgeted There is no fiscal impact. Grant award amount is $10,876.00 (no matching required).

ALTERNATIVES:
Do not accept grant award.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? Yes

Grant Amount: $10,876.00

ATTACHMENTS:

Type	Description
Resolution	Resolution approving ILA with PBC for EMS Grant Funds
Addendum	Grant Award Agreement
Attachment	Physio-Control Quote

RESOLUTION R19-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN AN INTERLOCAL AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FOR THE USE OF EMS GRANT FUNDS FOR EMERGENCY MEDICAL SERVICES EQUIPMENT FOR ONE (1) LUCAS CHEST COMPRESSION DEVICE IN THE AMOUNT OF $10,876.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the grant award is for one (1) Lucas Chest Compression Device, a form of mechanical CPR (cardiopulmonary resuscitation), utilized by hospitals, Fire, and EMS agencies, to provide the highest level of emergency medical care; and

WHEREAS, the Lucas device will replace an existing Lucas device currently deployed in the field by Boynton Beach Fire Rescue that was procured in 2011; 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 of the City of Boynton Beach to approve and authorize the City Manager to sign the Interlocal Agreement with Board of County Commissioners of Palm Beach County for the purchase of one (1) Lucas Chest Compression device in the amount of $10,876.00.

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 hereby authorizes the

City Manager to sign the Interlocal Agreement with Board of County Commissioners of Palm Beach County for the purchase of one (1) Lucas Chest Compression device in the amount of $10,876.00, a copy of said Interlocal Agreement is attached hereto and made a part here as Exhibit "A".

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

PASSED AND ADOPTED this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

INTERLOCAL AGREEMENT FOR THE USE OF EMS GRANT FUNDS FOR EMERGENCY MEDICAL SERVICES EQUIPMENT

THIS INTERLOCAL AGREEMENT ("the Agreement") is made as of the _____day of_____, 2019, by and between the Board of County Commissioners, Palm Beach County, a political sub-division of the State of Florida (herein referred to as "COUNTY"), and the **City of Boynton Beach,** a municipal corporation of the State of Florida (herein referred to as "CITY"), each one constituting a public entity as defined in Part 1 of Chapter 163, Florida Statues.

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 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 Department of Health, Bureau of Emergency Medical Services (DOHEMS) is authorized by Chapter 401, Part II, Florida Statutes, to dispense grant funds. Forty-five percent (45%) of these funds are made available to the 67 Boards of County Commissioners (BCCs) throughout the State to improve and expand pre-hospital Emergency Medical Services (EMS) in their county; and

WHEREAS, DOHEMS County grants are only awarded to Boards of County Commissioners (BCC), however, each BCC is encouraged to assess its countywide EMS needs and establish priorities before submitting a grant application; and

WHEREAS, the COUNTY may reimburse and disburse the State trust funds to licensed emergency medical providers; and

WHEREAS, the COUNTY agrees to reimburse the CITY from its FY2018-2019 EMS State grant funds for the purchase of **one (1) Lucas Chest Compression System** ("EQUIPMENT" "EMS EQUIPMENT, or "EMS TRAINING") and the CITY agrees to accept said reimbursement under the terms and conditions of the EMS State grant and this Agreement.

Now, therefore, in consideration of the mutual promises contained herein, COUNTY and 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 Sally Waite, whose telephone number is (561) 712-6484.

The City representative/contact monitor during the term of the Agreement shall be Matthew Petty whose telephone number is 561-742-6337.

ARTICLE 3 – REIMBURSMENT OF CITY

The COUNTY shall reimburse the CITY for CITY purchased EMS EQUIPMENT from the COUNTY'S FY2018-2019 State EMS grant funds in an amount not to exceed **ten thousand eight hundred and seventy six dollars ($10,876.00)**. The CITY shall purchase the EMS EQUIPMENT and submit the required purchase documentation for reimbursement (referenced in Article - 4) to the COUNTY Representative at least ninety (90) days before the expiration of the FY2018-2019 EMS State Grant. Approved documentation will be processed by the County Finance Department for payment to the CITY.

ARTICLE 4 - GRANT PROGRAM REQUIREMENTS

CITY SHALL:

A. Comply with general requirements, and conditions of the State EMS County Grant Program.

B. Submit to the COUNTY Representative on or before **January 31, 2020** copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department to establish that EMS EQUIPMENT was purchased by the CITY.

C. Immediately return the purchased EMS EQUIPMENT to the COUNTY should the CITY cease to operate its pre-hospital emergency medical services during the life of the EMS EQUIPMENT.

D. Submit a training report to the COUNTY'S Division of Emergency Management to include a sign in sheet, date, title and contact number of the persons trained in use and operation of the EMS EQUIPMENT if applicable, within 90 days of the effective date of this Agreement. This report shall include all of the necessary training provided for the EMS EQUIPMENT. It is the responsibility of the CITY purchasing the EMS EQUIPMENT to provide the training. The CITY'S failure to satisfactorily complete the training in the timeframe provided shall constitute a breach of contract. As such, COUNTY may terminate this Agreement and demand return of the EMS EQUIPMENT.

ARTICLE 5 – LIABILITY

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, and without waiving sovereign immunity beyond the limits set forth at Section 768.28, Florida Statutes, the CITY agrees to indemnify, defend and hold harmless the COUNTY against any actions, claims demands, costs or damages arising out of the CITY'S use, care and/or maintenance of the EMS EQUIPMENT. This provision does not constitute consent of either party to be sued by third parties and is not to be construed as a waiver of either party's sovereign immunity.

ARTICLE 6 – FILING

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

ARTICLE 7 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to reimburse the CITY under this Agreement is contingent upon availability of FY2018-2019 EMS State grant funds. Ongoing costs for EMS EQUIPMENT including, but not limited to, operation, use, maintenance and replacement, is the responsibility of the CITY and will not be funded under this Agreement or the State EMS grant program.

ARTICLE 8 – 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 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 the CITY.

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 CITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. 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 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 R2017-1770, as may be amended, the CITY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, 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 or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

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 during the life of the equipment. 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:

Sally Waite, EMS Manager
20 South Military Trail
WPB, FL 33401

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave. – 6th Floor
West Palm Beach, Florida 33401

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

Matthew Petty
Assistant Chief of EMS
2080 High Ridge Road
Boynton Beach, FL 33426

ARTICLE 15 - INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the CITY represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended. If CITY is not self-insured, CITY shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute. Should CITY purchase excess liability coverage, CITY agrees to include COUNTY as an Additional Insured. The CITY agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes. Should CITY contract with a third-party (Contractor) to perform any service related to the AGREEMENT, CITY shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of $1,000,000 combined single limit for property damage and bodily injury per occurrence and $2,000,000 per aggregate. Such policy shall be endorsed to include CITY and COUNTY as Additional Insureds. CITY shall also require that the Contractor include a Waiver of Subrogation against COUNTY.
- Business Automobile Liability insurance with minimum limits of $1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of $1,000,000 each accident.

When requested, the CITY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the CITY of its liability and obligations under this Agreement.

ARTICLE 16 - 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 17 - EXPIRATION OF AGREEMENT

This Agreement shall automatically expire in five (5) years from the effective date or upon the expiration of the life of the EMS EQUIPMENT, whichever comes first, in accordance with the State EMS County Grant Program. At such time, the CITY may dispose of said EMS EQUIPMENT as surplus property with no further municipal purpose.

ARTICLE 18 - EFFECTIVE DATE

This Agreement shall become effective on the date indicated in the first paragraph of this Agreement provided the Agreement has been executed by both the COUNTY and the CITY.

ARTICLE 19 – PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CITY: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the CITY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time The CITY is specifically required to:

A. Keep and maintain public records required by the County to perform services as provided under this Contract.

B. Upon request from the County's Custodian of Public Records, 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 CITY 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.

C. 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 CITY does not transfer the records to the public agency.

D. Upon completion of the Contract the CITY shall transfer, at no cost to the County, all public records in possession of the CITY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the CITY transfers all public records to the County upon completion of the Contract, the CITY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CITY keeps and maintains public records upon completion of the Contract, the CITY shall meet all applicable requirements for retaining public records. All records stored electronically by the CITY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the CITY to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CITY 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.

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and CITY has hereunto set its hand the day and year above written.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Verdenia C. Baker
County Administrator

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Asst. County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Department Director

CITY OF BOYNTON BEACH

By: _____
CITY Representative

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
CITY Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
CITY Representative

Physio-Control, Inc
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
Sales Order fax 800.732.0956
Service Plan fax 800.772.3340

To	CITY OF BOYNTON BEACH Attn: Matthew Petty, EMS Coordinator 2080 HIGH RIDGE RD BOYNTON BEACH,FL 33426 (561) 742-6329 pettym@bbfl.us	Quote Number	00164881
		Revision #	1
		Created Date	2/28/2019
		Sales Consultant	Amy Wood (561) 906-5429 amy.wood@physio-control.com
		FOB	Destination
		Terms	All quotes subject to credit approval and the following terms and conditions
		NET Terms	Net 30
Contract	NASPO17 #OK-SW-300	Expiration Date	4/17/2019

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
99576-000063	LUCAS 3, v3.1 Chest Compression System INCLUDES HARD SHELL CASE, SLIM BACK PLATE, TWO (2) PATIENT STRAPS, (1) STABILIZATION STRAP, (2) SUCTION CUPS, (1) RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE. The device can connect wirelessly to the LIFENET® System for setup options, post-event report generation and asset management.	1.00	16,190.00	-2,314.00	13,876.00	13,876.00

Subtotal	USD 13,876.00
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00

Current Sales Tax Rates will be applied at the time of Invoice and tax rate is based on the Ship To location

Grand Total	USD 13,876.00

Pricing Summary Totals

List Price Total	USD 16,190.00
Total Contract Discounts Amount	USD -2,314.00
Total Discount	USD 0.00
Trade In Discounts	USD 0.00
Tax + S&H	USD 0.00

GRAND TOTAL FOR THIS QUOTE

Please provide a company issued Purchase Order that includes Billing and Shipping Address.
PO must reference payment terms of Net 30 days.

- OR –

Required information if no Purchase Order is provided

Billing Address ☐ same as address on quote	**Shipping Address** ☐ same as Billing Address
Account Name	Account Name
Address	Address
City	City
State / Zip Code	State / Zip Code
Accounts Payable Contact Information	
Accounts Payable Contact	Accounts Payable Phone Number
Accounts Payable Email	**Customer is Tax Exempt?** ☐ **Yes** ☐ **No**
Authorized Customer Signature	
Name	Signature
Title	Date

Optional information:

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

Reference Number PP/03593604/189878

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than $200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at http://www.physio-control.com/Documents/. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/5/2019

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R19-026 - Authorize the Mayor to sign Amendment No. 1 to amend the lease agreement between Palm Beach County and the City of Boynton Beach Golf Course (The Links at Boynton Beach)..

EXPLANATION OF REQUEST: The County and City have decided that the Golf Course Advisory Committee is no longer needed and should be dissolved.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? No effect on any programs or services.

FISCAL IMPACT: Non-budgeted No fiscal impact.

ALTERNATIVES:
Continue with the Golf Course Advisory Committee which is composed of both County and City committee members. The committee does not meet on a regular basis.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: Not applicable.

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: Not applicable.

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Resolution	Resolution approving Amendment No. 1 to Amended Lease Agreement for Golf Course
🗋	Amendment	Golf Course Amended Lease Agreement

RESOLUTION R19-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN AMENDMENT NO. 1 TO AMENDED LEASE AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF BOYNTON BEACH DELETING THE GOLF COURSE ADVISORY COMMITTEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Palm Beach County and City have decided that the Golf Course Advisory Committee is no longer needed and should be dissolved; 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 of the City of Boynton Beach to approve and authorize the Mayor to sign Amendment No. 1 to Amended Lease Agreement between Palm Beach County and the City of Boynton Beach to delete the Golf Course Advisory Committee.

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 hereby authorizes the Mayor to sign Amendment No. 1 to Amended Lease Agreement between Palm Beach County and the City of Boynton Beach deleting the Golf Course Advisory Committee, a copy of said Amendment No. 1 to Amended Lease Agreement is attached hereto and made a part here as Exhibit “A”.

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

PASSED AND ADOPTED this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

AMENDMENT NO. 1

TO AMENDED LEASE AGREEMENT BETWEEN

PALM BEACH COUNTY

AND

THE CITY OF BOYNTON BEACH

THIS AMENDMENT, dated this ____ day of _____, 2019 is entered into between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and THE CITY OF BOYNTON BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY".

WITNESSETH:

The COUNTY and the CITY, in consideration of the mutual covenants contained in the Amended Lease Agreement agree that the Amended Lease Agreement between the COUNTY and CITY dated May 22, 1990 is amended as follows:

1. Paragraph 7 regarding an advisory committee is deleted in it's entirety. With the deletion of Paragraph 7, the Advisory Committee – Operating Statement is no longer required and shall be removed.

2. All other terms of the Amended Lease Agreement dated May 22, 1990 shall remain in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

COUNTY:

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: _____
Mack Bernard, Mayor

ATTEST:

Sharon R. Bock, Clerk and Comptroller.

By: _____
Deputy Clerk

APPROVED AS TO FORM:

By: _____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS:
By: _____
Eric Call, Director, Parks and Recreation Department

CITY:

CITY OF BOYNTON BEACH

By: _____
Steven B. Grant, Mayor

ATTEST:

By: _____
Judith A Pyle, City Clerk

APPROVED AS TO FORM:

By: _____

James A. Cherof, City Attorney

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/5/2019

REQUESTED ACTION BY COMMISSION: Approve the "Casa Del Mar Replat" record replat, conditioned on the approval being the certification of the plat documents by the City Engineer.

EXPLANATION OF REQUEST:
In March 2016, the Commission authorize the approval of the Casa Del Mar Plat.

The lots 24-28 needed to be relocated due to developer initiated changes to the final site grading.

The subject replat has been reviewed by the Utilities Department, Planning and Zoning Division, Building Division, Engineering Division, and the City's consulting surveyor, to ensure conformance with the City's requirements and the applicable State and City's platting and zoning requirements.

Staff recommends that Commission approve the record replat as presented subject to final signature by the City Engineer and Mayor.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The proposed development cannot be implemented until the proposed recorded plat (and construction plans) have received technical compliance pursuant to the Land Development Regulations. The Land Development Permit (LDP) cannot be issued until the proposed plat is acceptable for recording with the Clerk of the Circuit Court of Palm Beach County, Florida. Construction permitting commences after the issuance of the LDP.

FISCAL IMPACT: N/A

ALTERNATIVES:
The proposed development will continue in abeyance until the proposed record plat is received in acceptable form, and the construction plans have been approved for permitting.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

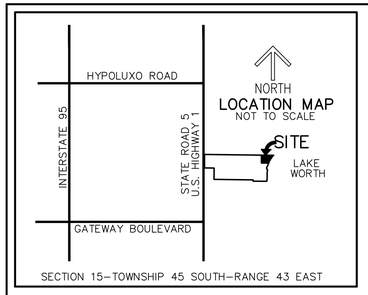
CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Attachment	Casa Del Mar Replat



CASA DEL MAR REPLAT

BEING A REPLAT OF A PORTION OF TRACT A AND LOTS 24 THROUGH 28, CASA DEL MAR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 121 PAGES 116 THROUGH 118 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 45 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY
DAVID P. LINDLEY
OF
CAULFIELD and WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392–1991
CERTIFICATE OF AUTHORIZATION NO. LB 3591
OCTOBER – 2018

STATE OF FLORIDA
COUNTY OF PALM BEACH
THIS PLAT WAS FILED FOR RECORD AT _____ ___ M.
THIS ____ DAY OF _____
A.D. 2019.AND DULY RECORDED IN PLAT BOOK _____ ON PAGES _____ AND _____.

SHARON R. BOCK
CLERK AND COMPTROLLER

BY: _____
DEPUTY CLERK

SHEET 1 OF 2

CLERK

DEDICATIONS AND RESERVATIONS:

KNOW ALL MEN BY THESE PRESENTS THAT HOVSITE II CASA DEL MAR LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN HEREON AS CASA DEL MAR REPLAT, BEING A REPLAT OF A PORTION OF TRACT A AND LOTS 24 THROUGH 28, CASA DEL MAR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 121 PAGES 116 THROUGH 118 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 45 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT A THENCE ALONG THE EAST LINE OF SAID TRACT A THE FOLLOWING FIVE COURSES AND DISTANCES ; THENCE S.48°14'17"W., A DISTANCE OF 16.99 FEET; THENCE S.36°14'47"W., A DISTANCE OF 37.88 FEET; THENCE S.30°58'53"W., A DISTANCE OF 36.12 FEET; THENCE S.19°19'53"W., A DISTANCE OF 49.40 FEET; THENCE S.27°43'05"W., A DISTANCE OF 14.30 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY PROJECTION OF THE SOUTH LINE OF SAID LOT 28; THENCE N.89°16'52"W. ALONG SAID PROJECTION LINE AND THE SOUTH LINE OF TRACT 28 AND ITS WESTERLY PROJECTION, A DISTANCE OF 105.62 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE EAST LINE OF LOTS 21 THROUGH 23 OF SAID PLAT; THENCE N.00°43'43"E. ALONG SAID SOUTHERLY PROJECTION AND THE EAST LINE OF SAID LOTS 21 THROUGH 23 AND ITS NORTHERLY PROJECTION, A DISTANCE OF 133.03 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID PLAT; THENCE S.89°17'22"E. ALONG SAID NORTH LINE, A DISTANCE OF 180.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 18,118 SQUARE FEET OR 0.4159 ACRES, MORE OR LESS.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED, AS SHOWN HEREON, AND DO HEREBY DEDICATE AS FOLLOWS:

1. TRACT AR

TRACT AR, AS SHOWN HEREON, IS HEREBY RESERVED BY HOVSITE II CASA DEL MAR LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR PURPOSES CONSISTENT WITH THE ZONING REGULATIONS OF THE CITY OF BOYNTON BEACH, FLORIDA INCLUDING RECREATION, LANDSCAPE BUFFER, DRAINAGE, OPEN SPACE AND INGRESS EGRESS, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID HOVSITE II CASA DEL MAR LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF BOYNTON BEACH, FLORIDA.

2. UTILITY EASEMENTS

THE UTILITY EASEMENTS, AS SHOWN HEREON ARE HEREBY DEDICATED IN PERPETUITY FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITY FACILITIES, INCLUDING CABLE TELEVISION SYSTEMS. THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES.

3. PREVIOUS PLATS OF THESE LANDS

ALL PREVIOUS PLATS OF THESE LANDS SHOWN HEREON ARE AUTOMATICALLY AND SIMULTANEOUSLY CANCELED, VACATED, ANNULLED AND SUPERSEDED UPON RECORDATION OF THIS PLAT.

IN WITNESS WHEREOF, THE ABOVE NAMED FLORIDA LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS _____, THIS _____ DAY OF _____, 2019.

HOVSITE II CASA DEL MAR LLC,
A FLORIDA LIMITED LIABILITY COMPANY

WITNESS : _____
PRINT NAME

WITNESS : _____
PRINT NAME

BY: _____
NAME
TITLE

ACKNOWLEDGMENT:

STATE OF FLORIDA) SS
COUNTY OF PALM BEACH)

BEFORE ME PERSONALLY APPEARED _____, WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS _____ OF HOVSITE II CASA DEL MAR LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH _____ OF SAID COMPANY, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE COMPANY SEAL OF SAID COMPANY AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR COMPANY AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2019.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

COMMISSION NUMBER: _____ _____
PRINT NAME

CITY OF BOYNTON BEACH APPROVAL:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THIS PLAT IS HEREBY APPROVED FOR RECORD PURSUANT TO THE ORDINANCES OF THE CITY OF BOYNTON BEACH, FLORIDA, AND IN ACCORDANCE WITH PART III, LDP CHAPTER 2, ART. III, SEC. 2, LAND DEVELOPMENT REGULATIONS, THIS _____ DAY OF _____, 2019, AND HAS BEEN REVIEWED BY A PROFESSIONAL SURVEYOR AND MAPPER UNDER CONTRACT WITH THE CITY OF BOYNTON BEACH, FLORIDA, IN ACCORDANCE WITH CHAPTER 177.081(1), FLORIDA STATUTES.

BY: _____
JOHN T. DOOGAN, P.L.S.
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 4409

AVIROM & ASSOCIATES, INC. LB #3300
50 SW 2ND AVENUE, SUITE 102
BOCA RATON, FL 33432

CASA DEL MAR REPLAT IS HEREBY APPROVED FOR RECORD THIS _____ DAY OF _____, 2019.

BY: _____
GARY R. DUNMYER, PE
CITY ENGINEER

BY: _____
STEVEN B. GRANT
MAYOR

ATTEST (AS TO BOTH)

BY: _____
JUDITH A. PYLE
CITY CLERK

TITLE CERTIFICATION:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I, _____, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA. DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN HOVSITE II CASA DEL MAR LLC, A FLORIDA LIMITED LIABILITY COMPANY; THAT THE CURRENT TAXES HAVE BEEN PAID; AND THAT ALL PALM BEACH COUNTY SPECIAL ASSESSMENT ITEMS, AND ALL OTHER ITEMS HELD AGAINST SAID LANDS HAVE BEEN SATISFIED; THAT THERE ARE NO MORTGAGES OF RECORD; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: _____ _____
_____
ATTORNEY AT LAW
LICENSE NO._____

TABULAR DATA	SQUARE FEET	ACRES
TRACT AR	12,202	0.2801
RESIDENTIAL LOTS	5,916	0.1358
TOTAL AREA THIS PLAT	18,118	0.4159

SURVEY NOTES:

1. IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.
2. BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CITY OF BOYNTON BEACH ZONING REGULATIONS.
3. NO BUILDINGS, STRUCTURES, TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENTS WITHOUT THE PRIOR WRITTEN APPROVAL OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE GOVERNMENTAL APPROVAL PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
4. ALL LINES ARE NON–RADIAL UNLESS OTHERWISE NOTED.
5. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF S.89°17'22"E. ALONG THE SOUTH LINE OF PENINSULA, A IPUD, AS RECORDED IN PLAT BOOK 111, PAGES 15 AND 16 OF PALM BEACH COUNTY, FLORIDA, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (2007 ADJUSTMENT).
6. "NOTICE" THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
7. ALL PREVIOUS PLATS OF THESE LANDS SHOWN HEREON ARE AUTOMATICALLY AND SIMULTANEOUSLY CANCELED, VACATED, ANNULLED, AND SUPERSEDED UPON RECORDATION OF THIS PLAT

SURVEYOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) AND MONUMENTS ACCORDING TO SEC. 177.091(9), F.S., HAVE BEEN PLACED AS REQUIRED BY LAW, AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF BOYNTON BEACH, FLORIDA.

DATED: _____ _____
DAVID P. LINDLEY
REG. LAND SURVEYOR #5005
STATE OF FLORIDA
LB #3591

DRAINAGE EASEMENT NOTE

THE DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORD BOOK 650 PAGE 691 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA IS BEING RELEASED AND RELOCATED , NO BUILDING PERMITS FOR LOTS 29, 47 THROUGH 58 WILL BE ISSUED UNTIL THE RELOCATION IS COMPLETED.

OWNER

OWNER
NOTARY

CITY OF BOYNTON BEACH
ENGINEER

CITY OF BOYNTON BEACH
CITY CLERK

CITY OF BOYNTON BEACH
SURVEYOR

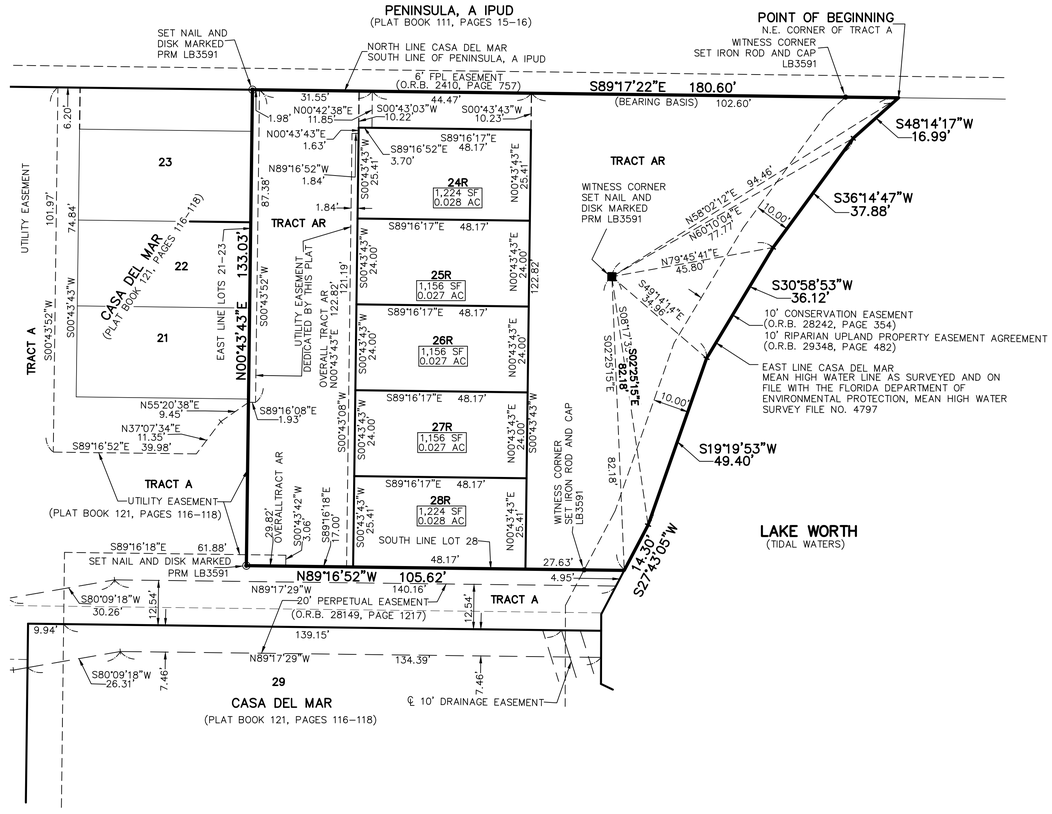
REVIEWING
SURVEYOR

SURVEYOR

THIS INSTRUMENT PREPARED BY
DAVID P. LINDLEY
OF
CAULFIELD and WHEELER, INC.
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434 – (561)392–1991
CERTIFICATE OF AUTHORIZATION NO. LB 3591
OCTOBER – 2018

CASA DEL MAR REPLAT

BEING A REPLAT OF A PORTION OF TRACT A AND LOTS 24 THROUGH 28, CASA DEL MAR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 121 PAGES 116 THROUGH 118 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 45 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA



TABULAR DATA	SQUARE FEET	ACRES
TRACT AR	12,202	0.2801
RESIDENTIAL LOTS	5,916	0.1358
TOTAL AREA THIS PLAT	18,118	0.4159

NORTH

GRAPHIC SCALE
(IN FEET)
20 0 10 20 40
INTENDED DISPLAY SCALE 1 INCH = 20 FEET

LEGEND/ABBREVIATIONS

AC – ACRES
℄ – CENTERLINE
D.E. – DRAINAGE EASEMENT
FPL – FLORIDA POWER AND LIGHT COMPANY
L.A.E. – LIMITED ACCESS EASEMENT
LB – LICENSED BUSINESS
O.R.B. – OFFICIAL RECORD BOOK
P.L.S. – PROFESSIONAL LAND SURVEYOR
SF – SQUARE FEET
(TBR) – TO BE RELEASED
U.E. – UTILITY EASEMENT
■ PRM – DENOTES PERMANENT REFERENCE MONUMENT 4"x 4"X 24" CONCRETE MONUMENT WITH ALUMINUM DISK STAMPED "C&W PRM LB3591" UNLESS OTHERWISE NOTED
◉ – DENOTES NAIL AND METAL DISK

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/5/2019

REQUESTED ACTION BY COMMISSION: Approve an increase to the estimated annual expenditure to Lou Bachrodt Freightliner from $55,000 to $95,000 per City Bid # 068-1412-17/MFD.

EXPLANATION OF REQUEST:
Bid Term: August 17, 2018 - August 16, 2019

The Commission approved the bid renewal on August 7, 2018 for an additional year for the amount of $55,000.

We have experienced an increase in repairs which will result in exceeding the estimated amount of $55,000. We currently have spent $47,101.30 on repairs.

One repair resulted in a cost of $28,777.72. This repair, for vehicle 1862, was the result of the tarp roll up bar becoming detached which damaged the drive train, hydraulic and air lines of the truck.

The increase is also a result of more repairs and PM's being outsourced. These repairs include ambulances, dump trucks, recycle trucks and knuckle boom trucks.

The increase will allow for any unforeseen repairs along with scheduled parts and repairs for Freightliner trucks.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The increase will allow for vehicles in need of repair to be operational again.

FISCAL IMPACT: Budgeted Funding is budgeted in Fleet Management for account # 501-5000-590-0985.

ALTERNATIVES: To not approve increase to repair, preventing vehicles from being operational.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Attachment	Renewal Agenda coversheet
Addendum	Renewal Letter
Addendum	Repair Cost

6.Q.
CONSENT AGENDA
8/7/2018

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/7/2018

REQUESTED ACTION BY COMMISSION: Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities as described in the written report for August 7, 2018 - "Request for Extensions and/or Piggybacks."

EXPLANATION OF REQUEST:
As required, the Finance/Procurement Department submits requests for award to the Commission; requests for approval to enter into contracts and agreements as the result of bid solicitations; and to piggy-back governmental contracts. Options to extend or renew are noted in the "Agenda Request Item" presented to Commission as part of the initial approval process. Procurement seeks to provide an accurate and efficient method to keep the Commission informed of pending renewals and the anticipated expenditure by reducing the paperwork of processing each renewal and/or extension individually and summarizing the information in a monthly report (as required).

VENDOR(S)	COMMODITY/SERVICE	RFP/BID NUMBER	RENEWAL TERM
CANTEEN/COMPASS GROUP	Vending Machines (Revenue Generating Contract	City RFP No. 053-1410-11/CJD	August 1, 2018 thru July 31, 2019
MEDAPOINT, INC.	Advance Claim EMS Billing	Two-Party Agreement signed 8/12/14; Reso. R14-065	August 12, 2018 thru August 11, 2019
LOU BACHRODT FREIGHTLINER	Annual supply of Original Equipment Manufacturer (OEM) Service and Parts for Freightliner Vehicles and Equipment	City Bid No. 060-1412-16/MFD	August 17 , 2018 thru August 16, 2019
EAGLE AUTO PARTS; KENWORTH OF SOUTH FLORIDA; L & L DISTRIBUTORS; LOU BACHRODT FREIGHTLINER; TRUCK PRO	Annual Supply of Large/Heavy Duty Vehicle Aftermarket Parts, Accessories and Supplies	City Bid No. 059-1412-16/MFD	August 17 , 2018 thru August 16, 2019
VEHICLE MAINTENANCE PROGRAM; THE PARTS HOUSE; BENNETT AUTO; EAGLE AUTO; COLD AIR	Annual Supply of Aftermarket Automotive Parts, Accessories and Supplies	City Bid No. 052-1412-16/MFD	September 4, 2018 thru September 3, 2019
PALM TRUCK; NEXTRAN; PAT'S PUMP; MCNEILUS TRUCK; SOUTHERN SEWER	Annual supply of Original Equipment Manufacturer (OEM) Service and Parts for Medium/Large Heavy Duty Vehicles and Equipment	City Bid No. 053-1412-16/MFD	September 4, 2018 thru September 3, 2019
STEVE MOORE CHEVROLET; AL PACKER; DELRAY MOTORS	Annual supply of Original Equipment Manufacturer (OEM) Service and Parts for Small and Light Duty Vehicles and Equipment	City Bid No. 054-1412-16/MFD	September 4, 2018 thru September 3, 2019

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
This renewal report will be used for those bids, contracts/agreements and piggy-backs that are renewed/extended with the same terms and conditions and pricing as the initial award.

FISCAL IMPACT:
Funds have been budgeted under line items as noted on the attached report.

ALTERNATIVES: Not approve renewals and require new bids to be issued.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Attachment	Renewal Summary - August 2018
🗋	Attachment	Renewal Interest - Lou Bachrodt Freightliner
🗋	Attachment	Renewal Interest - Eagle Auto Parts
🗋	Attachment	Renewal Interest - Kenworth
🗋	Attachment	Renewal Interest - L&L
🗋	Attachment	Renewal Interest - Lou Bachrodt Freightliner
🗋	Attachment	Renewal Interest - Truck Pro
🗋	Attachment	Renewal Interest - Vehicle Maintenance Program
🗋	Attachment	Renewal Interest - The Parts House
🗋	Attachment	Renewal Interest - Bennett Auto
🗋	Attachment	Renewal Interest - Eagle Auto
🗋	Attachment	Renewal Interest - Cold Air
🗋	Attachment	Renewal Interest - Palm Truck
🗋	Attachment	Renewal Interest - Nextran
🗋	Attachment	Renewal Interest - Pat's Pump
🗋	Attachment	Renewal Interest- McNeilus Truck
🗋	Attachment	Renewal Interest - Southern Sewer
🗋	Attachment	Renewal Interest - Steve Moore Chevrolet
🗋	Attachment	Renewal Interest - Al Packer
🗋	Attachment	Renewal Interest - Delray Motors
🗋	Attachment	Renewal Interest - Compass Group/ Canteen Vending

The City of Boynton Beach

PROCUREMENT SERVICES
100 E. BOYNTON BEACH BOULEVARD
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310
TELEPHONE NO: (561) 742-6310
FAX: (561) 742-6316

August 8, 2018

Lou Bachrodt Freightliner
1801 W. Atlantic Blvd.
Pompano Beach, FL. 33064

BID NAME: **"ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR FREIGHTLINER VEHICLES AND EQUIPMENT"**

BID # 068-1412-17/MFD

EXTENSION PERIOD: AUGUST 17, 2018 thru AUGUST 16, 2019

Dear Mr. Chris Poulin:

At the Commission meeting held on August 7, 2018, the bid for **"ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR FREIGHTLINER VEHICLES AND EQUIPMENT"** was approved for an additional year with the same terms, conditions and prices.

Thank you for extending this Bid and we look forward to working with your company for an additional year.

If you have any questions or concerns, please contact Michael Dauta, Manager of Materials and Distribution at dautam@bbfl.us.

Sincerely,

Tim W. Howard
Assistant City Manager, Administrative Services

cc: Michael Dauta – Warehouse Manager
File

CUSTOMER #: 10535
UNIT# 1862
CITY OF BOYNTON BEACH
ROLAND
222 NE 9TH AVE
BOYNTON BEACH, FL 33435-3140
HOME:561-742-6208 CONT:561-742-6208
BUS: 561-742-6317 CELL:561-572-1210

36900

INVOICE

DUPLICATE 1
PAGE 1

LOU BACHRODT FREIGHTLINER SPRINTER
POMPANO BEACH
2840 Center Port Circle · Pompano Beach, FL 33064
Phone: (954) 545-1000 · (888) 242-7553
Fax: (954) 247-2508
www.FreightlinerFL.com
MV90384

SERVICE ADVISOR: 2991 JACKIE STONE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	18	FREIGHTLINER M2106	1FVACYFE2JHJP8304	1862.	15733/15733	T4542

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
21JUL17 DD		21JUL2018	15:30 17SEP18			CORP	26NOV18

R.O. OPENED	READY	OPTIONS:
17SEP18	26NOV18	DLR:BFFD ENG:74141073 TRN:6511460504

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A TOW IN - DRIVESHAFT REMOVED			
A024 DRIVESHAFT			
2983 CR		145.00	145.00
2 SP/6.5-70-18X STRAP BOLT KIT	15.41	10.64	21.28
PARTS: 21.28 LABOR: 145.00 OTHER: 0.00 TOTAL LINE A: 166.28			
15733 SECURED DRIVESHAFT TO HAVE TOWED INTO SHOP BAY TO WORK ON.			
**********			
B CUSTOMER STATES AIR LINES AND HYDRAULIC LINES ARE RIPPED OUT CHECK AND ADVISE			
A050 ACCESSORIES			
2983 CR		7401.39	7401.39
1 04-24969-000 PIPE-TLPP HEAT MITIGATION MD	58.88	40.01	40.01
1 ABP/N35-100425 ACCUSEAL 4IN MAGNI COATED CLAMP	10.21	4.55	4.55
3 2871772 GASKET,AFM DEVICE	29.19	26.52	79.56
1 2871960 SENSOR,PRESSURE	156.73	142.36	142.36
1 4326874RX SENSOR,NITROGEN OXIDE	587.73	532.38	532.38
CORE CHARGE C		96.60	96.60
1 4384377 SENSOR,PARTICULATE	420.71	382.18	382.18
1 4384574 SENSOR,TEMPERATURE	550.44	500.02	500.02
1 4387978 GASKET, AFM DEVICE	11.85	10.77	10.77
1 4393867 TUBE,AIR	86.65	78.72	78.72
1 4393925 HARNESS,WIRING	316.33	287.36	287.36
1 4394225 BRACKET,SENSOR	920.98	836.64	836.64
1 4394226 BRACKET,SENSOR	632.59	574.65	574.65
1 4394228 MODULE,PARTICULATE FILTER	3463.95	3146.72	3146.72
2 4394382 SCREW,HEX FLANGE HEAD CAP	5.44	1.97	3.94
11 4394383 SCREW,HEX FLANGE HEAD CAP	5.44	1.97	21.67
6 4394384 SCREW,HEX FLANGE HEAD CAP	5.44	1.97	11.82

W/O # 88995
JOB # 1
VEH # 1862
PO # 190041
DATE: 11-26-18
SIGNATURE:

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PERFORMED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR ACCESSORIES OR ANY REPAIRS PERFORMED TO THE VEHICLE. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

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DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES *	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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X _____ X _____

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

DealerCAP 2014 CDK Global, LLC (05/15) SERVICE INVOICE TYPE 2 - SW2C - "LIMITED WARRANTY" - STATE - CAT

CUSTOMER COPY

CUSTOMER #: 10535
UNIT# 1862
CITY OF BOYNTON BEACH
ROLAND
222 NE 9TH AVE
BOYNTON BEACH, FL 33435-3140
HOME:561-742-6208 CONT:561-742-6208
BUS: 561-742-6317 CELL:561-572-1210

36900

INVOICE

DUPLICATE 1
PAGE 2

SERVICE ADVISOR: 2991 JACKIE STONE

LOU BACHRODT FREIGHTLINER SPRINTER
POMPANO BEACH
2840 Center Port Circle · Pompano Beach, FL 33064
Phone: (954) 545-1000 · (888) 242-7553
Fax: (954) 247-2508
www.FreightlinerFL.com
MV90384

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	18	FREIGHTLINER M2106	1FVACYFE2JHJP8304	1862.	15733/15733	T4542

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
21JUL17 DD		21JUL2018	15:30 17SEP18			CORP	26NOV18

R.O. OPENED	READY	OPTIONS:
17SEP18	26NOV18	DLR:BFFD ENG:74141073 TRN:6511460504

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
4	4394386				SCREW,HEXAGON HEAD CAP	6.92	2.51	10.04
1	5418127				REACTOR,DECOMPOSITIO	1964.20	1315.44	1315.44
1	4394595				TUBE,AIR	97.61	88.67	88.67
1	4395106RX				MODULE,INLET CATALYST	3200.61	2899.23	2899.23
	CORE CHARGE	C					386.40	386.40
3	4394680				CLIP	12.88	11.70	35.10
1	4394686				MODULE,OUTLET CATALYST	4861.58	4416.34	4416.34
3	4969659				NUT,LOCK	10.50	9.54	28.62
3	5272750				CLAMP,V-BAND	93.53	84.97	254.91
1	5472967RX				KIT,AFTERTREATME INJECTOR	352.06	318.91	318.91
	CORE CHARGE	C					103.50	103.50
1	TDA/CB210121-1XSA				SELF-ALIGNING CENTER BEARING	61.90	42.76	42.76
2	TDA/M675X				1710 HALF-ROUND U-JOINT KIT	58.41	46.59	93.18
1	TDA/CB210121-1XSA				SELF-ALIGNING CENTER BEARING	61.90	42.76	42.76
2	TDA/M675X				1710 HALF-ROUND U-JOINT KIT	58.41	46.59	93.18
10	PH/1220-10B-GRN100				NYLON 12 TUBING	2.34	1.62	16.20
10	PH/1220-10B-RED100				NYLON 12 TUBING	2.37	1.64	16.40
4	23-14153-000				UNION-5/8PC+5/8PC.GRY	15.68	10.66	42.64
1	23-14396-007				ELBOW-90 3/8 NYL,NON-SOLDERED JOINT	4.01	2.90	2.90
1	23-14396-015				ELBOW - 90 5/8 NT	8.22	5.96	5.96
10	PH/1220-6B-BLU100				NYLON 12 TUBING	1.08	0.74	7.40
10	PH/1220-6B-GRN100				NYLON 12 TUBING	1.08	0.74	7.40
10	PH/1220-6B-YEL250				TUBING NYLON HOSE	1.27	1.00	10.00
10	PH/1220-6B-BLK100				TUBING-NYLON,REINF.3/8OD,BLACK,100 FT	0.92	0.64	6.40
8	23-14393-005				UNION-PTC .38 NT TO .38 NT	3.52	2.55	20.40

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DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES *	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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X _____ X _____

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

DealerCAP 2014 CDK Global, LLC 105151 SERVICE INVOICE TYPE 2 - SWJC - "LIMITED WARRANTY" - STATE - CAT

CUSTOMER COPY

CUSTOMER #: 10535
UNIT# 1862
CITY OF BOYNTON BEACH
ROLAND
222 NE 9TH AVE
BOYNTON BEACH, FL 33435-3140
HOME:561-742-6208 CONT:561-742-6208
BUS: 561-742-6317 CELL:561-572-1210

36900

INVOICE

DUPLICATE 1
PAGE 3

LOU BACHRODT FREIGHTLINER SPRINTER
POMPANO BEACH
2840 Center Port Circle · Pompano Beach, FL 33064
Phone: (954) 545-1000 · (888) 242-7553
Fax: (954) 247-2508
www.FreightlinerFL.com
MV90384

SERVICE ADVISOR: 2991 JACKIE STONE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	18	FREIGHTLINER M2106	1FVACYFE2JHJP8304	1862.	15733/15733	T4542

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO	RATE	PAYMENT	INV. DATE
21JUL17 DD		21JUL2018	15:30 17SEP18			CORP	26NOV18

R.O. OPENED	READY	OPTIONS:
17SEP18	26NOV18	DLR:BFFD ENG:74141073 TRN:6511460504

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	4 23-14393-006 UNION-PTC .50 NT TO .50 NT				4.20	3.05	12.20
	10 PH/1220-8B-BLK100 TUBING-NYLON.REINF.1/2 OD.BLACK 100 FT				1.18	0.81	8.10
	10 PH/1220-4A-YEL100 NYLON TUBING HOSE				0.73	0.51	5.10
	2 23-14393-000 UNION-PTC .25 NT TO .25 NT				2.08	1.51	3.02
	1 A66-02054-452 HARN-LT TRN.CHAS F.OL.DUAL.MAX LENGTH				139.37	94.70	94.70
	1 A06-89989-000 HARNESS-ABS AXLE OL 454M 490-IT2				56.98	38.72	38.72
	1 HA40255P FABRICATED HOSE				246.30	228.69	228.69
	1 HA40255P-1 FABRICATED HOSE				222.79	204.39	204.39
	120 PC10335P HOSE				1.67	0.28	33.60
	4 AB30266P SWIVEL HOSE END FITTINGS				6.78	5.71	22.84
	1 S81-00124-291 HARN,CHASSIS,M2,10/OBD16/GHG17				2411.19	1864.32	1864.32
	1 S&H SHIPPING & HANDLING				45.00	45.00	45.00
	1 23-14054-000 FITTING-TEE.FEMALE.PUSH TO CONNECT				29.26	19.88	19.88
	10 TYC/DCT110HIR TIE STRAP				3.42	1.04	10.40
	40 23-09796-509 TIE STRAP-14 3/4" X .19" .BLACK.NYLON				0.43	0.29	11.60
	20 PHM/8-44147 TIE STRAP-15IN BLACK NYLON 100 .100/BAG				0.28	0.19	3.80
	20 23-14137-000 CABLE TIE-FIR TREE MOUNT TYC				3.09	2.10	42.00
	20 23-13482-001 TIE STRAP-W FIR TREE MOUNT.6.5 TO 7.0MM				0.66	0.45	9.00
	1 HHH123 HOSE				296.30	285.55	285.55
	14 PHM/8-44147 TIE STRAP-15IN BLACK NYLON 100 .100/BAG				0.28	0.19	2.66
	2 737304.1 1/2 LOOM				2.06	1.62	3.24

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DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES *	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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X _____ X _____

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DealerCAP 2014 CDK Global, LLC (05/15) SERVICE INVOICE TYPE 3 - SW2C - "LIMITED WARRANTY" - STATE - CAT

CUSTOMER COPY

CUSTOMER #: 10535
UNIT# 1862
CITY OF BOYNTON BEACH
ROLAND
222 NE 9TH AVE
BOYNTON BEACH, FL 33435-3140
HOME:561-742-6208 CONT:561-742-6208
BUS: 561-742-6317 CELL:561-572-1210

36900

INVOICE

DUPLICATE 1
PAGE 4

SERVICE ADVISOR: 2991 JACKIE STONE

LOU BACHRODT FREIGHTLINER SPRINTER
POMPANO BEACH
2840 Center Port Circle · Pompano Beach, FL 33064
Phone: (954) 545-1000 · (888) 242-7553
Fax: (954) 247-2508
www.FreightlinerFL.com
MV90384

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	18	FREIGHTLINER M2106	1FVACYFE2JHJP8304	1862.	15733/15733	T4542

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	P.O. NO.	RATE	PAYMENT	INV. DATE
21JUL17 DD		21JUL2018	15:30 17SEP18			CORP	26NOV18

R.O. OPENED	READY	OPTIONS:
17SEP18	26NOV18	DLR:BFFD ENG:74141073 TRN:6511460504

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	6 PHM/8-44147 TIE STRAP-15IN BLACK.NYLON.100						
	.100/BAG				0.28	0.19	1.14
	2 3042618 NIPPLE,COUPLING				36.91	32.65	65.30
	1 23-13126-230 CIRCUIT BREAKER-30A.T2.MINI						
	280.14V.LITE				10.71	7.28	7.28
	40 PHM/8-44147 TIE STRAP-15IN BLACK.NYLON.100						
	.100/BAG				0.29	0.20	8.00
	20 23-14137-000 CABLE TIE-FIR TREE MOUNT.TYC				3.12	2.12	42.40
	10 FCI/10762775 TERM-MALE,APEX2.8 0.5 0.8				4.75	1.45	14.50
	20 FCI/10757690 TERM-FEM.APEX2.8.0.5-0.8				4.75	1.45	29.00
	1 S&H SHIPPING & HANDLING				35.00	35.00	35.00
	1 3157 BULB				2.99	1.87	1.87
	2 5417860 GASKET AFM DEVICE				28.40	25.80	51.60
	1 5264222 COUPLING,PLAIN PIPE				24.96	22.68	22.68
	5 736104 CABLE				7.26	5.37	26.85
	5 736119 CABLE				7.26	5.37	26.85
	4 728036 CABLE END				3.34	2.68	10.72
	1 17-14781-000 BRACKET-HOOD LATCH				6.36	4.32	4.32
	12 23-13482-001 TIE STRAP W FIR TREE MOUNT 6.5						
	TO 7.0MM				0.66	0.45	5.40
	12 23-09796-509 TIE STRAP-14 3/4"X .19"						
	.BLACK.NYLON				0.43	0.29	3.48
	1 2866636 GASKET,AFM DEVICE				15.24	6.80	6.80
	-1 4326874RX CORE RETURN				96.60	96.60	-96.60
	-1 4395106RX CORE RETURN				386.40	386.40	-386.40
	-1 5472967RX CORE RETURN				103.50	103.50	-103.50
SUBL	BALANCE DRIVESHAFT PO#91102						
	CR					395.20	395.20

PARTS: 19740.19 LABOR: 7401.39 OTHER: 395.20 TOTAL LINE B: 27536.78

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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES *	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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X _____ X _____

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DealerCAP 2014 CDK Global, LLC (05/15) SERVICE INVOICE TYPE 2 - SW3C - "LIMITED WARRANTY" - STATE - CAT

CUSTOMER COPY

CUSTOMER #: 10535
UNIT# 1862
CITY OF BOYNTON BEACH
ROLAND
222 NE 9TH AVE
BOYNTON BEACH, FL 33435-3140
HOME:561-742-6208 CONT:561-742-6208
BUS: 561-742-6317 CELL:561-572-1210

36900

INVOICE

DUPLICATE 1
PAGE 5

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POMPANO BEACH
2840 Center Port Circle · Pompano Beach, FL 33064
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www.FreightlinerFL.com
MV90384

SERVICE ADVISOR: 2991 JACKIE STONE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	18	FREIGHTLINER M2106	1FVACYFE2JHJP8304	1862.	15733/15733	T4542

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
21JUL17 DD		21JUL2018	15:30 17SEP18			CORP	26NOV18

R.O. OPENED	READY	OPTIONS:
17SEP18	26NOV18	DLR:BFFD ENG:74141073 TRN:6511460504

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
15733 GAVE QUOTE TO SERVICE, ALOT OF DAMAGE DUE TO TARP AND CHAIN BEING WRAPPED AROUND DRIVE SHAFT, AIR LINES, WIRING HARNESS , SCR, SCR TIP , HYDRAULIC LINES, HANGER BEARINGS, DRIVE SHAFTS NEED TO BE BALANCED AND U-JOINTS REPLACED, WAITING ON APPROVAL. REMOVED DRIVESHAFTS, REPLACED CARRIER BEARINGS AND U JOINTS, WILL SEND OUT TO BE BALANCED, REMOVED HYDRAULIC LINES TO BE SENT OUT, REMOVED CHASIS WIRING HARNESS. REMOVED SCR AND MODULES, REINSTALLED DRIVESHAFTS, AIRLINES, HYDRAULIC LINES. INSTALLED CHASSIS WIRING HARNESS, HAD TO MODIFY HARNESS AT REAR END TO ACCEPT NEW HARNESS FOR THE BODY BRAKE / RUNNING LIGHTS. REPLACED SCR COMPONENTS AND ALL SENSORS WITH MODULES, WILL RUN REGEN TO CONFIRM NO CODES APPEAR NO CODES APPEARED, WILL PUT ON TEST DRIVE TO CONFIRM.								
**********								
C**	WELD HYDRAULIC BRACKET							
	A050	ACCESSORIES						
		2933	CR				306.82	306.82
PARTS:		0.00	LABOR:	306.82	OTHER:	0.00	TOTAL LINE C:	306.82
15733 TECH 2933, DISCONNECTED BATTERIES AND WELDED HYDRAULIC LINES SUPPORT BRACKET BACK ON TO FRAME EXTENSION.								
**********								
D**	B	SERVICE (MED DUTY)						
	BPMM	B SERVICE (MED DUTY)						
		99	CR					
		2983	CR				185.91	185.91
	1	DN/P553000	LFP17 3000 FILTER			45.93	40.63	40.63
	1	ZERO	WASHER FLUID			4.58	4.34	4.34
	36	18550	BULK OIL/QT			4.88	3.97	142.92
	1	MBL/121929	GREASE TUBE XHP 222			3.50	3.20	3.20

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PERFORMED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR ACCESSORIES OR ANY REPAIRS PERFORMED TO THE VEHICLE. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

*SHOP SUPPLY COSTS: We have added a charge equal to 14% of the total cost of labor and parts, not to exceed $296.00, to the Repair Order. This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies and waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state [s.403.718], and a $1.50 fee to be collected for each new or remanufactured lead-acid battery sold in the state [s.403.7185].

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES *	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

Section 501.98, Florida Statutes, requires that, at least 30 days before bringing any claim against a motor vehicle dealer for an unfair or deceptive trade practice, a consumer must provide the dealer with a written demand letter stating the name, address, and telephone number of the consumer; the name and address of the dealer; a description of the facts that serve as the basis for the claim; the amount of damages; and copies of any documents in the possession of the consumer which relate to the claim. Such notice must be delivered by the United States Postal Service or by a nationally recognized carrier, return receipt requested, to the address where the subject vehicle was purchased or leased or where the subject transaction occurred, or an address at which the dealer regularly conducts business.

X _____ X _____

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

DealerCAP 2014 CDK Global, LLC (05/15) SERVICE INVOICE TYPE 2 - SW2C - "LIMITED WARRANTY" - STATE - CAT

CUSTOMER COPY

CUSTOMER #: 10535
UNIT# 1862
CITY OF BOYNTON BEACH
ROLAND
222 NE 9TH AVE
BOYNTON BEACH, FL 33435-3140
HOME:561-742-6208 CONT:561-742-6208
BUS: 561-742-6317 CELL:561-572-1210

36900

INVOICE

DUPLICATE 1
PAGE 6

LOU BACHRODT FREIGHTLINER SPRINTER
POMPANO BEACH
2840 Center Port Circle · Pompano Beach, FL 33064
Phone: (954) 545-1000 · (888) 242-7553
Fax: (954) 247-2508
www.FreightlinerFL.com
MV90384

SERVICE ADVISOR: 2991 JACKIE STONE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
	18	FREIGHTLINER M2106	1FVACYFE2JHJP8304	1862.	15733/15733	T4542

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
21JUL17 DD		21JUL2018	15:30 17SEP18			CORP	26NOV18

R.O. OPENED	READY	OPTIONS:
17SEP18	26NOV18	DLR:BFFD ENG:74141073 TRN:6511460504

LINE	OPCODE	TECH	TYPE	HOURS			LIST	NET	TOTAL
PARTS:	191.09	LABOR:	185.91	OTHER:	0.00	TOTAL LINE D:			377.00

15733 DRAINED OIL, REMOVED OIL FILTER, REPLACED OIL FILTER, ADDED OIL, GREASED ALL FITTINGS, ADDED WINDSHIELD FLUID

****

E** REPLACE 1 FUEL FILTER (MEDIUM)
FFM REPLACE 1 FUEL FILTER (MEDIUM)
99 CR
2983 CR

			11.00	11.00	11.00	
1	FG/FF63009	FUEL FILTER	37.94	34.10	34.10	

PARTS: 34.10 LABOR: 11.00 OTHER: 0.00 TOTAL LINE E: 45.10

15733 REMOVED FUEL FILTER, REPLACED FUEL FILTER

****

F** FUEL WATER SEPERATER (MEDIUM)
FWSM FUEL WATER SEPERATER (MEDIUM)
99 CR
2983 CR

			11.00	11.00	11.00	
1	RAI/R61709	ELEMENT-FUEL FILTER/MIC	46.23	38.74	38.74	

PARTS: 38.74 LABOR: 11.00 OTHER: 0.00 TOTAL LINE F: 49.74

15733 REMOVED WATER SEPARATOR, REPLACED WATER SEPARATOR

****

CUSTOMER PAY SHOP CHARGE FOR REPAIR ORDER 296.00

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*SHOP SUPPLY COSTS: We have added a charge equal to 14% of the total cost of labor and parts, not to exceed $296.00, to the Repair Order. This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies and waste disposal. The State of Florida requires a $1.00 fee to be collected for each new tire sold in the state (s.403.718), and a $1.50 fee to be collected for each new or remanufactured lead-acid battery sold in the state (s.403.7185).

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	8061.12
PARTS AMOUNT	20025.40
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	395.20
MISC. CHARGES *	296.00
TOTAL CHARGES	28777.72
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	28777.72

Section 501.98, Florida Statutes, requires that, at least 30 days before bringing any claim against a motor vehicle dealer for an unfair or deceptive trade practice, a consumer must provide the dealer with a written demand letter stating the name, address, and telephone number of the consumer; the name and address of the dealer; a description of the facts that serve as the basis for the claim; the amount of damages; and copies of any documents in the possession of the consumer which relate to the claim. Such notice must be delivered by the United States Postal Service or by a nationally recognized carrier, return receipt requested, to the address where the subject vehicle was purchased or leased or where the subject transaction occurred, or an address at which the dealer regularly conducts business.

X _____ X _____

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

DealerCAR 2014 CDK Global, LLC (DLR) SERVICE INVOICE TYPE 2 - SW2C - "LIMITED WARRANTY" - STATE - EAT

CUSTOMER COPY

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/5/2019

REQUESTED ACTION BY COMMISSION:
Approve the minutes from City Commission meetings held on February 19, 2019.

EXPLANATION OF REQUEST:
The City Commission met on February 19, 2019 and minutes were prepared from the notes taken at the meetings. The Florida Statutes provide that minutes of all Commission meetings be prepared, approved and maintained in the records of the City of Boynton Beach.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? A record of the actions taken by the City Commission will be maintained as a permanent record.

FISCAL IMPACT: Non-budgeted N/A

ALTERNATIVES: Do not approve the minutes

STRATEGIC PLAN: Building Wealth in the Community

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Minutes	Minute 2-19-19

MINUTES OF THE CITY COMMISSION MEETING HELD IN THE INTRACOASTAL PARK CLUBHOUSE 2240 N. FEDERAL HIGHWAY, BOYNTON BEACH, FLORIDA ON TUESDAY, FEBRUARY 19, 2019, AT 6:30 P.M.

PRESENT:

Steven B. Grant, Mayor
Christina Romelus, Vice Mayor
Mack McCray, Commissioner
Justin Katz, Commissioner
Aimee Kelley, Commissioner

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

1. OPENINGS

A. Call to Order

Mayor Grant called the meeting to order at 6:30 p.m.

Invocation

Mayor Grant gave the invocation.

Pledge of Allegiance to the Flag led by Commissioner Kelley

Roll Call

City Clerk Pyle called the roll. A quorum was present.

Agenda Approval:

1. Additions, Deletions, Corrections

Lori LaVerriere, City Manager, questioned if Item 11-A could be tabled until March 19, 2019. Vice Mayor Romelus confirmed it could be.

2. Adoption

Motion

Commissioner McCray moved to approve the agenda as amended. Vice Mayor Romelus seconded the motion.

Vote

The motion unanimously passed.

2. OTHER

A. Informational items by Members of the City Commission

Commissioner Katz had nothing to disclose.

Commissioner McCray had nothing to disclose.

Vice Mayor Romelus had nothing to disclose.

Commissioner Kelley had nothing to disclose.

Mayor Grant said on February 6-7th he attended the Race for Equality Institute held by A Healthier Boynton Beach and A Healthier Lake Worth. Encouraged all City of Boynton Beach elected officials to attend. It opened his eyes in regards to quality versus equality. February 8th he attended the City of Boynton Beach quarterly orientation, and was at Oceanfront Park for Arbor Day. The City of Boynton Beach maintained its position for the 35th year as Tree City U.S.A. In addition, he attended the Magic Wheels and Special Deals event at Barrier Free Park. February 9th attended the Barrier Free Park 5K run, walk or roll event. Also attended Orange Theory's Hero Challenge. The Contest of local superstars, raised thousands of dollars for the local charity. That afternoon he attended Rock the Plaza at Ocean Palm Plaza. This was a well-attended event. February 10th Mayor Grant attended Boynton Cares Park Cleanup, participated at Poinciana Elementary school to help spread mulch. Attended International Modern Language day. February 11th attended a meeting with A Healthier Boynton Beach. February 12th visited the Boynton Beach High School to enjoy a tennis match against Santaluces High School. February 13th met with the Veteran Council and the Transportation Disadvantage Local Coordinating Board (LCB), met with Co-Work Boynton to provided free help to nonprofits regarding their by-laws. Visited Joe DiMaggio Children's Hospital in Wellington, Florida. February 14th went to a new bar called Game of Access. Met with Delray Beach Commissioner Bill Bathurst. February 16th was at Robinson Barbeque. In the evening attended Delta Sigma Theta Sorority dancing with the stars event. February 16th was in Boynton Beach Art District to proclaim Boynton Beach Arts and Humanity Leadership Day. February 17th attended the pancake breakfast at Fire Station 3. Attended the Wildcats awards ceremony where the super peewee team repeated their success, and are in the National Finals. February 19th attended the Transportation Planning Agency Steering Committee meeting.

Commissioner McCray inquired if the ADA mandatory meeting was scheduled for February 27, 2019 from 4:00-6:00 pm. Ms. LaVerriere confirmed it was.

3. ANNOUNCEMENTS, COMMUNITY & SPECIAL EVENTS & PRESENTATIONS

A. General Election Proclamation - March 12, 2019 - presented by Mayor Steven B. Grant

Mayor Grant proclaimed March 12, 2019 as City of Boynton Beach General Election. Provided a listing of all polling locations.

B. Proclaim the week of February 25, 2019 as Eating Disorders Awareness Week. Sharon M Glynn, LPN, the Director of Operations, from The Alliance for Eating Disorders Awareness will be accepting the proclamation.

Mayor Grant proclaimed the week of February 25, 2019 as Eating Disorders Awareness Week.

Sharon M, Glynn, LPN, Director of Operation for the Alliance for Eating Disorder Awareness, thanked the Commission for the proclamation. Indicated eating disorders were one of the most dangerous disorders and expensive mental illness. Most people with an eating disorder will not seek treatment. Informed the audience this disorder effects 1 in 10 Americans.

C. Proclaim the week of February 25, 2019 as Say Something Week. Ms. Teresa Trumble-Thomas, from South Tech Academy will be present to accept the proclamation

Mayor Grant proclaimed the week of February 25, 2019 as Say Something Week.

Ms. Teresa Trumble-Thomas, accepted the proclamation.

D. Citation recognizing Mrs. Yvonne Odom's accomplishments

Mayor Grant proclaimed a citation recognizing Yvonne Odom's accomplishments.

Yvonne Odom thanked the Commission for this honor. Recognized five women, which graduated from Searcrest School in 1964; Shirley Waters, Elma Bagley, Jeannette Sands, and Nora Jean Coleman helped pave the way for integration in the 1960's.

Commissioner McCray stated she paved the way for him to go to Seacrest School.

4. PUBLIC AUDIENCE

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

Mayor Grant opened Public Audience.

Dr. Stephanie Hayden-Adeyemo, 2181 SW 15 Ave, N102, announced she qualified to run as a candidate for Mayor- at-Large; the election will be March 12, 2019. Everyone needs to get out and vote

Tony Miller, Outreach Coordinator for the Community Caring Center of Palm Beach County, Inc., invited everyone to attend Boynton Family Fitness Day on Saturday, March 9, 2019. Provided a listing of kid's activities, face painting, potato sack races, and a DJ. Announced there will be a Hunger Walk at Veterans Memorial at 400 North Federal highway. There will be a CrossFit Competition for cash prizes to crush hunger.

Commissioner McCray thanked Mr. Miller for recognizing the elderly in the City of Boynton Beach.

Mike Fitzpatrick 175 SW 2nd Street, announced on Valentine Day the front portion of the Kid's Kingdom Castle relocated to Forest Hills Park. Thanked everyone who participated; Damian Concrete Cutting, E2L, Haskell Demolition, Colin Groff, Andrew Mack, and City staff and last but not least Lori LaVerriere, City of Boynton Beach City Manager.

Susan Oyer, 140 E 27th Way, shared the history of her family in Boynton Beach.

Kevin Homer, 2505 Lake Drive North, explained like many in his neighborhood his home has flooding issues. He wanted to thank staff for repairing this problem. Thanked everyone for coming out and supporting the 5K run. Mentioned Boynton Cleanup, and thanked all the businesses, which continue to support the cleanup. He invited the community to get involved with the cleanup.

Herb Suss 1711 Wood Fern Drive, volunteered for Alzheimer's drug research. Stated one of the biggest challenges today was climate change. President Trump was in bed with Saudi Arabia. He was using Hitler's playbook.

Mayor Grant, seeing no one else coming forward, 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:

Building Board of Adjustment and Appeals
Education and Youth Advisory Board
Historic Resources Preservation Board

Library Board
Senior Advisory Board

Mayor Grant announced the openings on each board. He indicated there were no applicants.

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

Commissioner McCray pulled item 6- F.
Vice Mayor Romelus puled item 6-B

A. **PROPOSED RESOLUTION NO. R19-016 -** Authorize the City Manager to sign an Agreement with Tinker, LLC of Alamo, California for RFP No. 012-2821-19/IT for Water Conservation Education Program in the estimated annual amount of $25,014.

B. **PROPOSED RESOLUTION NO. R19-017 -** Authorize the City Manager to submit an application for financial assistance pursuant to the Palm Beach Transportation Planning Agency (TPA) Transportation Alternatives Program for funding for the addition of sidewalk(s) along SE 1st Street; agreeing to fund the local share of project and ongoing maintenance and operations expenses associated with the project and providing for an effective date.

Mayor Grant read Proposed Resolution No. R19-017 into the record by title only.

Vice Mayor Romelus requested an update on the meeting.

Andrew Mack, Director of Public Works and Engineering, informed the Commission the meeting was a success. There were 37 residents and business owners in attendance. Staff received 12 comment cards regarding the project. The purpose of the meeting was to disclose the project to the public and to receive their input and feedback. Indicated there would be additional public input meetings in the future. There was support of the sidewalks in regards to safety. There were concerns regarding parking and drainage improvements.

Vice Mayor Romelus confirmed there would be another public input meeting. Mr. Mack replied yes.

Commissioner McCray inquired if the City was using the 1-cent sales tax for this project. Mr. Mack replied yes.

Motion

Commissioner McCray moved to approve Resolution R19-017. Commissioner Kelley seconded the motion.

Vote

The motion unanimously passed.

C. **PROPOSED RESOLUTION NO. R19-018 -** Authorizing the Mayor to execute documents or provide tax identification information in conjunction with the acquisition of Israel Bonds as part of the City's investment portfolio

D. **PROPOSED RESOLUTION NO. R19-019** - Authorize the City Manager to sign a 2 1/2 year Cooperative Agreement between the City and SEFLIN (Southeast Florida Library Information Network) for the migration, installation, administration and operation of a shared online library catalog and automated library system for the Boynton Beach City Library. The contract amount totals $35,665.

E. Accept first quarter report on operations of the Schoolhouse Children's Museum and Learning Center for FY18/19.

F. Accept the written report to the Commission for purchases over $10,000 for the month of January 2019.

Commissioner McCray asked how many firefighters were hired. Tm Howard, Assistant City Manager responded he believed 11 were hired. Commissioner McCray asked how many vacancies for the Fire Department. Mr. Howard replied one.

Commissioner McCray inquired if the ramps were being installed citywide. Andrew Mack, Director of Public Works, replied this was a citywide ramp update for ADA compliance.

Commissioner McCray asked if the City was using the 1-cent sales tax. Mr. Mack responded yes.

Commissioner McCray questioned the $24,810.37 to replace two boat engines for police unit 8300. What happened to the engines replaced? Mr. Mack responded those engines were traded in and value credited towards the new engines.

Commissioner McCray asked how much did the City receive as a trade in. Mr. Mack indicated he believed it was $10,000 each. Commissioner McCray responded the two engines would have cost $44,000. Mr. Mack replied correct.

Commissioner McCray thanked Mr. Mack for resurfacing the basketball court at Ezell Hester Center.

Motion

Commissioner McCray moved to approve. Commissioner Kelley seconded the motion.

Vote

The motion unanimously passed.

G. Approve the minutes from City Commission meetings held on February 5, 2019.

Mayor Grant asked for a motion to approve the remainder of the consent agenda.

Motion

Commissioner McCray moved to approve the consent agenda as amended. Commissioner Kelley seconded the motion.

Vote

The motion unanimously passed.

7. BIDS AND PURCHASES OVER $100,000

A. Approve Task Order UT-3A-01 with GlobalTech, Inc. in the sum of $197,015.20 in accordance with RFQ No. 047-2821-17/TP, General Consulting Services Contract, Scope Category A awarded by Commission on September 7, 2018 for West Water Treatment Plant Scale Inhibitor and Acid Reduction Pretreatment Study.

Motion

Commissioner McCray moved to approve with discussion. Commissioner Kelley seconded the motion.

Commissioner McCray requested clarification in nonprofessional terms for the purchase order.

Colin Groff, Assistant City Manager explained the West Water Treatment Plant uses membranes, which draw water through fabric to force out contaminated water. Many different chemicals are used; staff was trying to lower the amount of chemicals used as well as replace the membranes.

Commissioner McCray stated this was an Acid Reduction Pretreatment Study. How much time will the study require? Mr. Groff replied about 6 months. Ms. LaVerriere interjected these were dangerous chemicals. Mr. Groff stated staff was trying to remove the dangerous chemicals from the plant. Indicated the chemicals once mixed with water safe for drinking, but not to the employees.

Mayor Grant questioned was acid in the water. Mr. Groff stated no and explained the chemical reactions of the acid versus the Ph levels.

Vote

The motion unanimously passed.

B. **PROPOSED RESOLUTION NO. R19-020** - Authorize the City Manager to sign a contract with Insituform Technologies, LLC as the lowest pre-qualified bidder as determined by review of bids submitted on January 22, 2019, resulting from the responses to the Request for Bids for Cured-in-Place Pipe Lining, (Bid No. ITB 03-CIPP-19/TP) in the amount of $191,043.60 for the project in Boynton Beach Leisureville and Gateway Boulevard.

Motion

Vice Mayor Romelus moved to approve. Commissioner McCray seconded the motion with discussion.

Commissioner McCray inquired what $191,043.60 got the City.

Joe Paterniti, Utility Director explained the funds was used to purchase cured-in-place pipe lining to line several hundred feet of drainage pipe currently leaking. This would seal the piping on Gateway and Boynton Beach Leisureville.

Commissioner McCray asked if the pipes were leaking. Mr. Paterniti replied yes. Explained the lining prevents the leaking from the pipes. When the pipe leaks, the ground deteriorates and sand settles into the pipes, which blocks the pipes.

Commissioner McCray inquired if this could be done without destroying the road. Mr. Paterniti responded that was correct. Ms. LaVerriere interjected this was the alternative to destroying the road. This technology creates a new pipe without removing the old piping.

Vote

The motion unanimously passed.

C. **PROPOSED RESOLUTION NO. R19-021** - Approve utilizing the City of West Palm Beach Supplemental Staff Agreement with U.S. Water Services Corporation (ITB 16-17-119) for water and wastewater operation and management services thru September 30, 2019 for an amount not to exceed $150,000 on an as needed basis and authorizing the City Manager to sign a piggy-back agreement with U.S. Water Services Corporation. The West Palm Beach procurement process satisfies the City's competitive bid requirements.

Motion

Commissioner McCray moved to approve. Vice Mayor Romelus seconded the motion.

Vote

The motion unanimously passed.

D. Approve the purchase of replacement vehicles as approved in the FY2018/2019 budget in the estimated amount of $873,665.00 by utilizing the following contracts: Florida Sheriff's Association Contract #FSA18-VEL26.0, #FSA18-VEH16.0, and NJPA/Sourcewell #022014-EVS for eight (8) vehicles.

Motion

Commissioner McCray moved to approve with discussion. Commissioner Kelley seconded the motion.

Commissioner McCray questioned what the City was receiving for $873,665 for eight vehicles. What type of vehicles was the City purchasing?

Andrew Mack, Director of Public Works and Engineering explained the different types of trucks and the costs and provided a list of the trucks: (1) TV camera truck for Utilities $320,260.21. (2) SUV's Vehicles for Police $55,995.00. GHS Motorsports for three (3) units, two (2) for Public Works/Parks $21,764.00 and one (1) for the Public Works/Fleet $10,882.00. (1) Tractor for Public Works/Parks $32,300.16. One (1) vehicle for Utilities $108,467.00. One (1) Sewer Vacuum unit for utilities $323,996.45.

Vote

The motion unanimously passed.

8. Public Hearing

7P.M. OR AS SOON THEREAFTER AS AGENA PERMITS
The City Commission will conduct these public hearing in its dual capacity as Local Planning Agency and City Commission.

A. **PROPOSED ORDINANCE NO.19-004 - SECOND READING -** Approve Boynton Beach Mall Future Land Use Map Amendment from Development of Regional Impact (DRI) to Mixed Use Low (MXL). Applicant: City-initiated. **(TBD upon return with State approval)**

B. **PROPOSED ORDINANCE NO.19-005 - SECOND READING -** Approve the Comprehensive Plan's Future Land Use Element text amendment to delete the Boynton Beach Mall DRI from the list of DRI-classified sites. Applicant: City-initiated. **(TBD upon return with State approval)**

C. **PROPOSED ORDINANCE NO. 19-001 - FIRST READING** - Approve Country Trail PUD annexation (ANEX 19-001) Applicant: M2D Country Trail, LLC **(Applicant requested postponement to March 19, 2019)**

PROPOSED ORDINANCE NO. 19-002 - FIRST READING - Approve Country Trail PUD Future Land Use Map amendment from Palm Beach County's Medium Residential with a maximum density of 5 du/acre (MR-5) to Low Density Residential (LDR) with a maximum density of 7.5 du/acre. Applicant: M2D Country Trail, LLC (**Applicant requested postponement to March 19, 2019)**

PROPOSED ORDINANCE NO. 19-003 - FIRST READING - Approve Country Trail PUD rezoning from Palm Beach County's AR, Agricultural Residential, to PUD, Planned Unit Development. Applicant: M2D Country Trail, LLC **(Applicant requested postponement to March 19, 2019)**

D. Approve Country Trail PUD New Site Plan to construct a new development with 26 two-story single-family residences and associated site improvements on a 5.17-acre site. Applicant: M2D Country Trail, LLC. ***(Applicant requested postponement to March 19, 2019)***

9. CITY MANAGER REPORT

A. Discuss and approve Legislative Priorities for the 2019 legislative session in Tallahassee.

City Manager LaVerriere explained each year the Commission approves a general list of priorities, which staff monitors throughout the legislative session. A list was provided of general topics, and several bills, which have already been filed by the legislature. Staff has recommended items to oppose, support or watch. Once adopted by the Commission, staff and elected officials communicate with the legislative delegation to express the City of Boynton Beach's concerns for matters being considered by the legislature.

Commissioner McCray inquired if the list would be provided to the City Lobbyist. Ms. LaVerriere responded in the affirmative.

Motion

Commissioner McCray moved to approve. Vice Mayor Romelus seconded the motion.

Vote

The motion unanimously passed.

10. UNFINISHED BUSINESS –None

11. NEW BUSINESS

A. Approve the request of Vice Mayor Romelus to distribute $250 of her Community Support Funds to Scholar Career Coaching. Ms. Lynne Gassing will be present to make a brief 10-minute presentation. **(Tabled by Vice Mayor Romelus to March 19, 2019)**

B. Approve the request of Mayor Grant to distribute $200 of his Community Support Funds to Rolling Green Elementary Safety Patrol

Motion

Commissioner McCray moved to approve. Vice Mayor Romelus seconded the motion.

Vote

The motion unanimously passed

C. The Mayor has requested to discuss possibility of putting together a Veteran's Task Force to assist with veteran events.

Mayor Grant stated he has requested putting together a Veteran's Task Force to assist with veterans events. Explained since Mr. Livergood left the City there was no City representation for the Veteran's events. Mr. Tom Kaiser has been asking for help. There was currently a Boynton Beach Veteran's Council without staff representation. He would like to have something more formalized for the six different Veteran's events, which the City has each year. He wanted to make sure the City was reaching out to the veterans in Boynton Beach to inform them of the different services available.

Commissioner McCray questioned if this has been presented with Mr. Kaiser. If so, was Mr. Kaiser willing to provide some guidance?

Mayor Grant responded yes. Requested staff to add the veteran's events on the calendar next year.

Commissioner McCray asked if Mr. Mack would serve on this board.

Motion

Commissioner McCray moved to approve. Vice Mayor Romelus seconded the motion.

Vote

The motion unanimously passed

D. PROPOSED RESOLUTION NO. R19-022 - Authorize the Mayor to sign an Asset Purchase Agreement between the City of Boynton Beach and Parry Village Inc. for the acquisition of the Parry Village water distribution system, and approve the associated costs to purchase the systems, install the necessary water meters and connection to the Utility water distribution system.

Mayor Grant read proposed Resolution No. R19-022 into the record by title only.

Motion

Commissioner McCray moved to approve. Commissioner Kelley seconded the motion

Michael Low, Deputy Director of Utility, explained this was the second of these purchase agreements. Parry Village was a 99-member community on Lawrence Road. The representatives from Parry Village approached the City, and requested a takeover of their utility, and provide them with potable water. Mr. Low explained Parry Village Water Distribution System was old and instead of investing money to upgrade the system Parry Village members have requested connection with the City of Boynton Beach Utility. Mr. Low informed the Commission the water system lines were replaced in 2004 and the City was confident with the conditions of the lines. This would be a water only acquisition. The Village has their own drain fields.

Commissioner McCray asked if this would be potable water. Questioned whether the City would receive any revenue from Parry Village? Mr. Low replied the City would provide potable water to Parry Village and the City would receive revenue.

Commissioner McCray inquired as to the amount of revenue the City would receive if the Resolution was approved. Mr. Low responded $7,000 to $9,000 per month. Parry Village would pay the fees for out of City residential customers, connection fees as well as deposits.

Vote

The motion unanimously passed

E. PROPOSED RESOLUTION NO. R19-023 - Authorize the Mayor to sign documents relating to transferring Lot 154 & Lot 155 on NE 3rd Street to the Boynton Beach Community Redevelopment Agency.

Mayor Grant read proposed Resolution No. R19-023 by title only into the record.

Motion

Commissioner McCray moved to approve. Commissioner Kelley seconded the motion.

Vote

The motion unanimously passed.

12. LEGAL

A. PROPOSED ORDINANCE NO. 19-009 - SECOND READING - PUBLIC HEARING – Approve changes to Chapter 18, Article IV, Pensions for Firefighters.

Attorney Cherof read proposed Ordinance No. 19-009 into the record on second reading by title only.

Motion

Commissioner McCray moved to approve. Commissioner Kelley seconded the motion.

Mayor Grant opened the issue to the public. Seeing no one coming forward, closed public comment.

Clerk Pyle called the roll.

Vote

5-0

B. PROPOSED ORDINANCE NO 19-010 - SECOND READING - PUBLIC HEARING - Amending Chapter 14 of the Code of Ordinances entitled "Motor Vehicles and Traffic" creating Section 14-13 entitled "Motorized Scooters"

Attorney Cherof read proposed Ordinance No. 19-010 into the record on second reading by title only.

Motion

Commissioner McCray moved to approve with discussion. Commissioner Kelley seconded the motion.
Commissioner McCray requested clarification on the ordinance.

Attorney Cherof explained this was a regulation for motorized scooters anticipating the State legislation passage to authorize motorized scooters. The legislation would preempt municipalities from regulating motorized scooters in manners against pending State Statutes. Explained this was a broad ordinance. The City was attempting to circumvent that legislation. The ordinance contains some provisions regarding parking regulations, penalty for leaving motor scooters lying around and provides some general regulation provisions.

Mayor Grant inquired if the motorized scooters were only allowed in designated bike lines. Attorney Cherof indicated that was correct. Mayor Grant asked what if the scooters were in a neighborhood without a bike lane would that be allowed. Attorney Cherof responded the motorized scooters would not be permitted. Mayor Grant suggested the riders walk the scooter in neighborhoods without bike lanes.

Commissioner McCray asked about children who receive motorized scooters for Christmas would those be allowed. Attorney Cherof replied no.

Commissioner McCray asked if the police would be there to regulate this ordinance. Attorney Cherof believed so.

Mayor Grant stated this would prevent renting hoover boards or motorized scooters. Attorney Cherof responded at the current time there were no provisions for licensing those types of businesses.

Commissioner Katz indicated he did not want to restrict individual recreational use. Explained he did not want the language so restrictive that it stops residents from using these devices for personal use. His intent was to prohibit the potential creation of businesses, which rent these devices. Requested this item come back to the Commission prior to the second reading. Attorney Cherof responded he could provide an alternate version, which would contain that distinction.

Commissioner Katz stated his intent was not to restrict individual users. His intent was to restrict commercial enterprises. Attorney Cherof stated he could provide an alternate version and bring it back for first reading instead of second reading.

Commissioner Katz requested to table this item until the next meeting and requested a presentation of the revised language. Attorney Cherof suggested March 19, 2019.

Mayor Grant agreed with Commissioner Katz regarding the restrictive language regarding personal use of motorized scooters or hoover boards. This language should restrict commercial use of renting motorized scooters or hoover boards.

Motion

Commissioner Katz motioned to table until March 19, 2019 Commission meeting. Vice Mayor Romelus seconded the motion.

Vote

The motion unanimously passed

C. Discuss adoption of anti-lobbying ordinance applicable to City Board Members**. (Tabled by Commissioner Katz to March 19, 2019)**

13. FUTURE AGENDA ITEMS

A. Department to give brief presentation of their operations:

Police - **March 2019**

Fire - **May 2019**

B. Staff to review Development Department's plan review processes to identify efficiencies and technologies to assist with timely review of plans/projects - **March 2019**

C. The Mayor has requested a discussion concerning a Community ID Program - **March 19, 2019**

D. Commission wants to discuss public safety as it relates to the Town Square Redevelopment **- June 2019**

E. Modification of parking ordinance to prohibit parking of tractor trailers in residential neighborhoods - **TBD.**

15. ADJOURNMENT

Motion

There being no further business to discuss, Commissioner moved to adjourn. Vice Mayor Romelus seconded the motion.

Vote

The motion unanimously passed. The meeting adjourned at 7:37 p.m.

CITY OF BOYNTON BEACH

_____
Mayor - Steven B. Grant

_____
Vice Mayor - Christina Romelus

_____
Commissioner - Mack McCray

_____
Commissioner – Justin Katz

_____
Commissioner – Aimee Kelley

ATTEST

_____
Judith A. Pyle, CMC
City Clerk

_____
Queenester Nieves
Deputy City Clerk

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/5/2019

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R19-027 - Authorize the City Manager to sign a contract with Johnson-Davis, Inc. for the New Palm Way & Lake Street Stormwater Improvements project, Bid No. 007-2821-19/TP in the amount of $199,990.00 plus a 10% contingency of $20,000 if needed for staff approval of change orders for unforeseen conditions for a total expenditure of $219,990.

EXPLANATION OF REQUEST: On January 28, 2019, bids were received for the New Palm Way & Lake Street Stormwater Improvements project, Bid No. 007-2821-19/TP. Three (3) bids were received that ranged from $199,990.00 to $288,650.00. City staff completed the engineering design for the project and reviewed the bids. Johnson-Davis, Inc. is the lowest most responsive, responsible and qualified bidder. Staff recommends award of the contract to Johnson-Davis, Inc.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The project includes stormwater improvements on New Palm Way and Lake Street. These streets are east of Federal Highway, border the Intracoastal Waterway, and are prone to water ponding and flooding during rain events. The project includes new stormwater piping, structures, and connection to the existing stormwater outfall. Completion of the project will result in reduced nuisance flooding and an improved level of service to the residents of the neighborhood.

FISCAL IMPACT: Budgeted
The total funding for the project including the requested 10% contingency is $219,990.00. Funding is available in the Utilities CIP account. 403.5000.536.65-09

ALTERNATIVES: Not award the contract at this time.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution awarding Contract with Johnson-Davis for Stormwater Improvements
Contract	draft contract
Bid	bids amounts tabulated
Addendum	Bid Tabulation
Bid	Johnson -Davis Bid
Bid	Bid Document

RESOLUTION NO. R19-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH JOHNSON-DAVIS, INC. FOR THE NEW PALM WAY & LAKE STREET STORMWATER IMPROVEMENTS PROJECT, BID NO. 007-2821-19/TP IN THE AMOUNT OF $199,990.00 PLUS A 10% CONTINGENCY OF $20,000 IF NEEDED FOR STAFF APPROVAL OF CHANGE ORDERS FOR UNFORESEEN CONDITIONS FOR A TOTAL EXPENDITURE OF $219,990.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 28, 2019, three (3) bids were received for the New Palm Way & Lake Street Stormwater Improvements project, Bid No. 007-2821-19/TP which ranged from $199,990.00 to $288,650.00; and

WHEREAS, the project includes stormwater improvements on New Palm Way and Lake Street which are east of Federal Highway, border the Intracoastal Waterway, and are prone to water ponding and flooding during rain events; and

WHEREAS, the project includes new stormwater piping, structures, and connection to the existing stormwater outfall; and

WHEREAS, staff reviewed the bid proposals and it was determined that Johnson-Davis, Inc., was the lowest most responsive, responsible and qualified bidder; 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 Johnson-Davis, Inc. for the New Palm Way & Lake Street Stormwater Improvements project, Bid No. 007-2821-19/TP in the amount of $199,990.00 plus a 10% contingency of $20,000 if needed for staff approval of change orders for unforeseen conditions for a total expenditure of $219,990.00.

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 authorizes the City Manager to sign a contract with Johnson-Davis, Inc. for the New Palm Way & Lake Street Stormwater Improvements project, Bid No. 007-2821-19/TP in the amount of $199,990.00 plus a 10% contingency of $20,000 if needed for staff approval of change orders for unforeseen conditions for a total expenditure of $219,990.00, a copy of which is attached hereto as Exhibit "A".

Section 3. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

65 (Corporate Seal)

NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS

CONSTRUCTION CONTRACT

THIS AGREEMENT is entered into between the CITY OF BOYNTON BEACH, a municipal corporation, hereinafter referred to as "CITY", and **Johnson-Davis, Inc.**, a corporation **X** partnership_____ sole proprietor_____ 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 **March 5, 2019**, 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: **NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS, Invitation to Bid #007-2821-19/TP**.

Article 2. CONSULTANT.

City of Boynton Beach.("CONSULTANT") has designed the Project and will assume all duties and responsibilities and will have the rights and authority assigned to CONSULTANT in connection with completion of the WORK in accordance with the Contract Documents.

Article 3. CONTRACT TIME; LIQUIDATED DAMAGES.

3.1 The WORK will be substantially completed within **120** 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.

3.2 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, **Seven Hundred Fifty** Dollars **($750.00)** 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 **One Hundred Eighty-Seven and Fifty Cents** Dollars **($187.50)** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. 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:

One Hundred Ninety-Nine Thousand, Nine Hundred-Ninety Dollars and Zero Cents
(Written)

$199,990.00
(Numerical)

Article 5. 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.

5.1 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.

5.2 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.

5.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 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 6. 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 7. CONTRACT DOCUMENTS.

The Documents hereinafter listed shall form the Contract and they are as fully a part of the Contract as if attached hereto:

7.1 Invitation to Bid

7.2 Instructions to Bidders

7.3 Bid Forms (including the Bid, Bid Schedule(s), Information Required of Bidder, Approved Bid Bond, and all required certificates, affidavits and other documentation)

7.4 Contract

7.5 Contractor's Performance and Payment Bond

7.6 General Conditions

7.7 Special Conditions

7.8 Technical Specifications

7.9 Drawings entitled: Cover, Appendix A

7.10 Addendum No. 1 Dated 12-12-18.

7.11 Addendum No. 2 Dated 1-10-2019.

ARTICLE 8. 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: Juan Cuertas, Assoc. Engineer

Copy to: Procurement Services
Attn: Director of Finance

124 E. Woolbright Road
Boynton Beach, FL 33435
Tel (561) 742 - 6437

City of Boynton Beach
3301 Quantum Boulevard, Suite 101
Boynton Beach FL 33425
Tel (561) 742-6322
Fax (561) 742-6316

And if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR: Johnson – Davis, Inc
ADDRESS: 604 Hillbrath Drive
CITY/STATE/ZIP: Lantana, FL 33462
Attn: Scott J, Johnson
Tel: 561-588-1170
Fax: 561-585-5252
Email: sjohnson@johnsondavis.com

Article 9. 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 10. 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 11. 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:

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

11.2 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;

11.3 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,

1.4 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.

11.5 **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)
3301 QUANTUM BOULEVARD
SUITE 101
BOYNTON BEACH, FLORIDA, 33426
561-742-6061
PYLEJ@BBFL.US

Article 11. SCRUTINIZED COMPANIES 287.135 and 215.473.

By submission of this Bid, Proposer certifies that Proposer is not participating in a boycott of Israel. Proposer further certifies that Proposer is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Solicitation responses of $1 million or more must include the Scrutinized Companies form to certify that the Proposer is not on either of those lists

Article 12. MISCELLANEOUS.

12.1 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.

12.2 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 _____, 2019.

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 "C"

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.

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 _____, 2019.

_____
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 _____, 2019, 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 _____, 2019.

_____
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 _____, 2019.

_____
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

SCHEDULE OF BID ITEMS
NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS
BID NO 007-2821-19/TP

	EST QTY	UNIT	Johnson-Davis, Inc. Calculations Unit Cost	Johnson-Davis, Inc. Calculations	Difference	Johnson Davis, Inc. City's Calculations	Almazan Construction, LLC Calculations Unit Cost	Almazan Construction, LLC Calculations	Difference	Alamazan Construction, LLC City's Calculations	Hinterland Group, Inc. Calculations Unit Cost	Hinterland Group, Inc. Calculations	Difference	Hinterland Group, Inc. City's Calculations
Item 1 1.11.B	1	LS	$ 15,000.00	$ 15,000.00		$ 15,000.00	$ 14,000.00	$ 14,000.00		$ 14,000.00	$ 25,000.00	$ 25,000.00		$ 25,000.00
Item 2 1.11.C	1	LS	$ 4,400.00	$ 4,400.00		$ 4,400.00	$ 6,500.00	$ 6,500.00		$ 6,500.00	$ 4,500.00	$ 4,500.00		$ 4,500.00
Item 3 1.11.D	1	LS	$ 6,500.00	$ 6,500.00		$ 6,500.00	$ 8,500.00	$ 8,500.00		$ 8,500.00	$ 6,500.00	$ 6,500.00		$ 6,500.00
Item 4 1.11.E	1	LS	$ 4,100.00	$ 4,100.00		$ 4,100.00	$ 500.00	$ 500.00		$ 500.00	$ 2,000.00	$ 2,000.00		$ 2,000.00
Item 5 1.11.F	1	LS	$ 25.00	$ 25.00		$ 25.00	$ 25.00	$ 25.00		$ 25.00	$ 25.00	$ 25.00		$ 25.00
Item 6 1.11.G	1	LS	$ 3,826.00	$ 3,826.00		$ 3,826.00	$ 2,000.00	$ 2,000.00		$ 2,000.00	$ 1,500.00	$ 1,500.00		$ 1,500.00
Item 7 1.11.H	392	LF	$ 100.00	$ 39,200.00		$ 39,200.00	$ 115.00	$ 45,080.00		$ 45,080.00	$ 150.00	$ 58,800.00		$ 58,800.00
Item 8 1.11.I	120	SF	$ 10.00	$ 1,200.00		$ 1,200.00	$ 50.00	$ 6,000.00		$ 6,000.00	$ 65.00	$ 7,800.00		$ 7,800.00
Item 9 1.11.J	1	LS	$ 18,000.00	$ 18,000.00		$ 18,000.00	$ 10,000.00	$ 10,000.00		$ 10,000.00	$ 12,000.00	$ 12,000.00		$ 12,000.00
Item 10 1.11.K	4	EA	$ 1,000.00	$ 1,000.00		$ 4,000.00	$ 1,800.00	$ 7,200.00		$ 7,200.00	$ 3,500.00	$ 14,000.00		$ 14,000.00
Item 11 1.11.L	125	LF	$ 15.00	$ 1,875.00		$ 1,875.00	$ 30.00	$ 3,750.00		$ 3,750.00	$ 80.00	$ 10,000.00		$ 10,000.00
Item 12 1.11.M	1	EA	$ 6,000.00	$ 6,000.00		$ 6,000.00	$ 3,800.00	$ 3,800.00		$ 3,800.00	$ 5,400.00	$ 5,400.00		$ 5,400.00
Item 13 1.11.M	2	EA	$ 8,400.00	$ 16,800.00		$ 16,800.00	$ 4,800.00	$ 9,600.00		$ 9,600.00	$ 12,000.00	$ 24,000.00		$ 24,000.00
Item 14 1.11.N	240	LF	$ 60.00	$ 14,400.00		$ 14,400.00	$ 60.00	$ 14,400.00		$ 14,400.00	$ 100.00	$ 24,000.00		$ 24,000.00
Item 15 1.11.N	40	LF	$ 90.00	$ 3,600.00		$ 3,600.00	$ 80.00	$ 3,200.00		$ 3,200.00	$ 135.00	$ 5,400.00		$ 5,400.00
Item 16 1.11.N	80	LF	$ 95.00	$ 7,600.00		$ 7,600.00	$ 120.00	$ 9,600.00		$ 9,600.00	$ 180.00	$ 14,400.00		$ 14,400.00
Item 17 1.11.O	907	CY	$ 8.00	$ 7,256.00		$ 7,256.00	$ 20.00	$ 18,140.00		$ 18,140.00	$ 15.00	$ 13,605.00		$ 13,605.00
Item 18 1.11.P	726	CY	$ 8.00	$ 5,808.00		$ 5,808.00	$ 20.00	$ 14,520.00		$ 14,520.00	$ 20.00	$ 14,520.00		$ 14,520.00
Item 19 1.11.Q	140	CY	$ 110.00	$ 15,400.00		$ 15,400.00	$ 225.00	$ 31,500.00		$ 31,500.00	$ 180.00	$ 25,200.00		$ 25,200.00
Item 20 1.11.R	1	LS	$ 25,000.00	$ 25,000.00		$ 25,000.00	$ 5,000.00	$ 5,000.00		$ 5,000.00	$ 20,000.00	$ 20,000.00		$ 20,000.00
				$ 196,990.00		$ 199,990.00		$ 213,315.00		$ 213,315.00		$ 288,650.00		$ 288,650.00
				Contractor Submital Total $199,990.00		$ (3,000.00)				$ -				$ -

*AS=ASSEMBLY BASE EA= EACH LF=LINEAR FOOT LS= LUMP SUM SF= SQUARE FOOT SY= SQUARE YARD CY= CUBIC YARD

NOTE:

***City's Total is Correct Bidding Schedule of Items

REQUEST FOR BID
NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS

BID OPENING DATE: 1/28/2019
BID OPENING TIME: 2:30 P.M.
BID No.: 007-2821-19/TP

"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"

This bid tabulation is preliminary and all information is subject to review and revision. All bid items and other required items may not be reflected in this preliminary tabulation. A Final Bid Tabulation will be published following a thorough and complete review of all bid responses received. Bidders deemed not responsible or bid responses deemed non-responsive will be reflected in the Final Bid Tabulation.

VENDORS	Almazan Construction 2771 Vista Parkway Unit F6 West Palm Beach, FL 33411 Samuel J. Almazan, President Contact: 561-812-3672 salmazan@almazanconstruction.com	Hinterland Group, Inc. 2051 W. Blue Heron Blvd. Riviera Beach, FL 33404 Chase R Rogers, Authorized Signator, Estimator Contact: 561-640-3503 Fax: 561-640-3504 info@hinterlandgroup.com	Johnson-Davis Inc. 604 Hillbrath Drive Lantana, FL 33462 Scott J. Johnson, President Contact: 561-588-1170 Fax: 561-585-5252 sjohnson@johnsondavis.com
BID DOCUMENTS SUBMITTALS Original (1) Copy (2) USB/THUMB DRIVE (1)	 YES YES YES	 YES YES YES	 YES 1 MANUAL COPY - 1 CD YES
BID FORM	YES	YES	YES
BID BOND	YES	YES	YES
SCHEDULE OF BID ITEMS	$213,315.00	$288,650.00	$199,990.00
ADDENDA	YES 1 & 2	YES 1 & 2	YES 1 & 2
ADDENDUMS 1 2	 √ √	 √ √	 √ √
BIDDER ACKNOWLEDGEMENT	YES	YES	YES
BIDDER'S QUALIFICATION STATEMENT (Significant Project References)	YES REFERENCES INCLUDED	YES REFERENCES INCLUDED	YES REFERENCES INCLUDED
CERTIFICATE (FOR PARTNERSHIP) CERTIFICATE (FOR CORPORATION)	YES	YES	YES
CERTIFICATE AS TO CORPORATE PRINCIPAL	YES	YES	YES
CERTIFICATE AND AFFIDAVIT FOR BONDS	YES	YES	YES LIBERTY MUTAL INSURANCE CO
BIDDER'S SITE INSPECTION CONFIRMATION	YES	YES	YES
CONFIRMATION OF DRUG-FREE WORKPLACE	YES	YES	YES
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER	YES	YES	YES
ANTI-KICKBACK AFFIDAVIT	YES	YES	YES
TRENCH SAFETY ACT AFFIDAVIT	YES Shoring LF $26.00 per LF	YES Benching LF 400 $1.00 $400.00 Benching Shoring SF 400 $10.00 $4,000.00 Shoring	YES 14 15" RCD LF 240 $2.00 $480.00 Sloping/Trench Shield 15 18" RCD LF 40 $2.00 $80.00 Sloping/Trench Shield 16 24" RCD LF 80 $2.00 $160.00 Sloping/Trench Shield
SAFETY PROGRAM COMPLIANCE	YES	YES	YES
WARRANTIES	YES	YES	YES
CONFIRMATION OF MINORITY OWNED BUSINESS	YES HISPANIC - PB COUNTY SMALL BUSINESS CERTIFICATE INCLUDED	YES N/A	YES N/A
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135	INCLUDED SIGNED	INCLUDED SIGNED	INCLUDED SIGNED

REQUEST FOR BID
NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS

BID OPENING DATE: 1/28/2019
BID OPENING TIME: 2:30 P.M.
BID No.: 007-2821-19/TP

"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"

This bid tabulation is preliminary and all information is subject to review and revision. All bid items and other required items may not be reflected in this preliminary tabulation. A Final Bid Tabulation will be published following a thorough and complete review of all bid responses received. Bidders deemed not responsible or bid responses deemed non-responsive will be reflected in the Final Bid Tabulation.

VENDORS	Almazan Construction 2771 Vista Parkway Unit F6 West Palm Beach, FL 33411 Samuel J. Almazan, President	Hinterland Group, Inc. 2051 W. Blue Heron Blvd. Riviera Beach, FL 33404 Chase R Rogers, Authorized Signator, Estimator	Johnson-Davis Inc. 604 Hillbrath Drive Lantana, FL 33462 Scott J. Johnson, President
SCHEDULE OF SUB-CONTRACTORS	INCLUDED NONE	INCLUDED NONE	INCLUDED NONE
PALM BEACH COUNTY INSPECTOR GENERAL ACKNOWLEDGEMENT	YES	YES	YES
CITY OF BOYNTON BEACH LOCAL BUSINESS STATUS CERTIFICATION	INCLUDED N/A	INCLUDED N/A	INCLUDED N/A
STATEMENT OF NO BID	N/A	N/A	N/A
CERTIFICATE OF LIABILITY INSURANCE	NO	INCLUDED EXPIRES Janauary 31, 2019	NO
RESUMES	NO	INCLUDED	INCLUDED
STATE OF FL- BUSINESS LICENSES	YES EXPIRE AUGUST 31, 2020	YES EXPIRE AUGUST 31, 2020	YES EXPIRE AUGUST 31, 2020
PROJECT SCHEDULE	INCLUDED	INCLUDED	NOT INCLUDED NOTED IN SUBMITTAL WILL SUBMIT
VENDOR'S SAFETY PROGRAM	NO	INCLUDED	INCLUDED
BUSINESS TAX	NO	INCLUDED	NO
COMMENTS:		Corporate Resumes Included Equipment Listing Included Quality Insurance and Quality Control Manual Company Qualicication & Certification Package	

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

BID FORM

BID No: 007-2821-19/TP

PROJECT NAME: NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS

The City of Boynton Beach is seeking the services of a qualified Contractor to furnish, install and provide all labor to complete the City's project known as NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS.

The work under this project consists of: The CITY of Boynton Beach is seeking the services of a qualified Contractor to construct a new stormwater system, installation of drainage inlets, upgrade existing stormwater conduits, and restore roadways in the project area.

Submit one (1) original, two (2) copies along with one (1) electronic copy on a USB thumb drive copies of this form to City of Boynton Beach, Florida, Procurement Services, 3301 Quantum Boulevard, Suite 101 Boynton Beach, Florida 33426

Submitted By: JOHNSON-DAVIS INC (BIDDER) Date: 01/28/2018

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 Contract with the CITY to perform and furnish all WORK as specified herein for the Contract Price and within the Contract Period indicated in this Bid.

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	12/12/2018		
2	01/10/2019		

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

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

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 lump sum 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.

[Remainder of this page left blank intentionally]

JOHNSON DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

The City of Boynton Beach

Finance/Procurement Services
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

ADDENDUM No. 1

DATE: December 12, 2018
BID TITLE: "NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS"
BID NO.: 007-2821-19/TP

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original BID specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum No.1 shall govern.

BID DUE DATE RESCHEDULED FOR:

JANUARY 15, 2019 @ 2:30 pm (LOCAL TIME)
CITY HALL MAIN CONFERENCE ROOM
3301 QUANTUM BLVD., SUITE 101,
BOYNTON BEACH, FL 33426

Additional revisions and clarifications are forthcoming and will be issued in a subsequent Addendum No. 2.

If you have any further questions or require additional clarification, please e-mail Taralyn Pratt, Contract Coordinator at prattt@bbfl.us or at (561) 742-6447.

Sincerely,

Tim W. Howard
Assistant City Manager – Administration Services

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

The City of Boynton Beach

Finance/Procurement Services
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

ACKNOWLEDGEMENT OF ADDENDUM No. 1
"NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS"

BID No.: 007-2821-19/TP

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

Scott J. Johnson- President	
PRINT NAME OF AUTHORIZED REPRESENTATIVE	SIGNATURE OF AUTHORIZED REPRESENTATIVE
Johnson-Davis Inc.	12/18/2018
NAME OF COMPANY	DATE

The City of Boynton Beach

JOHNSON DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

Finance/Procurement Services
3301 Quantum Boulevard, Suite 101
Boynton Beach, FL 33426
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6322
FAX: (561) 742-6316

ACKNOWLEDGEMENT OF ADDENDUM NO. 2
"NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS"
BID No.: 007-2821-19/TP

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

Scott J. Johnson- President	
PRINT NAME OF AUTHORIZED REPRESENTATIVE	SIGNATURE OF AUTHORIZED REPRESENTATIVE
JOHNSON-DAVIS INC.	01/23/2019
NAME OF COMPANY	DATE

NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS
BID NO. 007-2821-19/TP
SCHEDULE OF BID ITEMS (REVISED)

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5251

ITEM NO	SC01025 Section	DESCRIPTION	EST QTY	UNIT	UNIT COST	VALUE
GENERAL						
1	1.11.B	Mobilization/Demobilization, Bonds, Insurance & General Requirements. Contractor shall be limited to a maximum of eight percent (8%) of the total bid price	1	LS	$ 15,000-	$ 15,000-
2	1.11.C	Maintenance of Traffic	1	LS	$ 4,400-	$ 4,400-
3	1.11.D	As-built Record Drawings	1	LS	$ 6,500-	$ 6,500-
4	1.11.E	Professional Audio/Video of Construction Site	1	LS	$ 4,100-	$ 4,100-
5	1.11.F	Indemnification	1	LS	$25.00	$25.00
6	1.11.G	Erosion Control Plan	1	LS	$ 3,826-	$ 3826-
ROADWAY						
7	1.11.H	Trench Excavation & Repair	392	LF	$ 100-	$ 39,200-
8	1.11.I	Road Repair	120	SF	$ 10-	$ 1,200-
CONSTRUCTION						
9	1.11.J	Dewatering	1	LS	$ 18,000-	$ 18,000-
10	1.11.K	Removal of Existing Drainage Structures	4	EA	$ 1,000-	$ 1,000-
11	1.11.L	Removal of Existing 15" and 18" Piping	125	LF	$ 15-	$ 1,875-
12	1.11.M	S-1. Pick up and Install Type C Inlet (FDOT), Including Grate and Appurtenances	1	EA	$ 6,000-	$ 6,000-

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

NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS
BID NO. 007-2821-19/TP
SCHEDULE OF BID ITEMS (REVISED)

ITEM NO	SC01025 Section	DESCRIPTION	EST QTY	UNIT	UNIT COST	VALUE
13	1.11.M	S-2, S-3, Pick up and Install Storm Manhole (MH) (FDOT), Including Cover and Appurtenances	2	EA	$ 8,400-	$ 16,800-
14	1.11.N	Furnish and Install 15" RCP Pipe	240	LF	$ 60-	$ 14,400-
15	1.11.N	Furnish and Install 18" RCP Pipe	40	LF	$ 90-	$ 3,600-
16	1.11.N	Furnish and Install 24" RCP Pipe	80	LF	$ 95-	$ 7,600-
MISCELLANEOUS						
17	1.11.O	Over-Excavation and Disposal of Unsuitable Material	907	CY	$ 8-	$ 7,256
18	1.11.P	Imported and Placed Backfill Material	726	CY	$ 8-	$ 5,808
19	1.11.Q	Flowable Fill	140	CY	$ 110-	$ 15,400-
20	1.11.R	Sod and Miscellaneous Restoration	1	LS	$ 25,000-	$ 25,000-
					TOTAL BID PRICE (In Numbers)	$ 199,990 00
TOTAL BID PRICE (In Words):		One hundred, ninety-nine thousand, nine hundred-ninety dollars XX/100				

(Amounts are to be shown in both figures and words. In case of discrepancies, the amount shown in words will govern for each bid item, unit price and total bid. Extended unit price shall prevail over total price for bid items based upon unit price.)

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5812

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

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

5. BIDDER agrees that the WORK will be substantially completed within **_120_** consecutive calendar days after the receipt of the Notice to Proceed and final completion will occur within **_30__** consecutive calendar days after the Notice of Substantial Completion.

6. BIDDER accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the WORK on time.

7. Communications concerning this Bid shall be as follows:

Contact Person: Scott J. Johnson
Business Address: 604 Hillbrath Drive
City, State, Zip Code: Lantana, FL 33462
Business Phone Number: 561-588-1170
Email Address: sjohnson@johnsondavis.com
Cell Phone Number: 561-718-4505

8. Other pertinent information is as follows:

License Number (Please Attach Copy): CUC043087
Federal Tax ID#: 59-1753888
Federal Employment ID #: _____

Submitted on this 28th day of January, 2019.

a. (If an individual, partnership, or non-incorporated organization)

Signature of BIDDER: _____
By: _____

b. (If a corporation)

(Affix Seal)

Signature of BIDDER: _____
By: Scott J. Johnson
Scott J. Johnson Pres
Attested by Secretary: Christopher Johnson

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 INELIGILE FOR AWARD.

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JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

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 COMPLETE AND ACCEPTABLE

CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of Johnson-Davis Inc., a corporation under the laws of the State of Florida held on December 15th, 20 18, the following resolution was duly passed and adopted:

"RESOLVED, that Scott J.Johnson, as President of the Corporation, is hereby authorized to execute the Bid Form dated December 17th, 2018, 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 28th day of January, 2019.

Secretary

STATE OF FLORIDA

COUNTY OF Palm Beach.

Sworn to and subscribed before me on this 28th day of January, 2019 by Christopher Johnson who ☒ is personally known to me or who ☐ has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

YAMILETH HOFFMAN
MY COMMISSION # GG 021598
EXPIRES: August 15, 2020
Bonded Thru Budget Notary Services

Yamileth Hoffman

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and Commission Number GG021598

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BID BOND

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS, that Johnson-Davis Incorporated as Principal, and Liberty Mutual Insurance Co., as Surety, authorized to do business in the State of Florida are held and firmly bound unto the Owner, City of Boynton Beach in the penal sum of Nine thousand nine hundred ninty nine dollars and 50/100 Dollars ($ 9,999.50) lawful money of the United States, for the payment of which sum will and truly to be made, we bond ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated December 17, 2018, for:

(NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS)

NOW THEREFORE,

A. If the principal shall not withdraw such Bid within ninety (90) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to the principal for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bonds with goods and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

B. In the event of the withdrawal of such Bid within the period specified, or the failure to enter into such Contract and give such bonds within the time specified, if the principal shall pay the Owner the difference between the amount specified in such Bid and the amount for which the Owner may procure the required work and supplies, if the latter amount be in excess of the former then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

C. This bond is given to comply with Section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05 (2), Florida Statutes.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 13th day of December, 2018, being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of is governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary **only will** attest and affix seal).

PRINCIPAL:

Johnson-Davis Incorporated
Name of Firm

WITNESS:

Clark Cypher

Signature of Authorized Officer (affixed seal)

President · Scott J. Johnson
Title

604 Hillbrath Drive
Business Address

Lantana, FL 33462
City and State

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

SURETY:

Liberty Mutual Insurance Co.

Corporate Surety

WITNESS:

Elizabeth K. Sterling

Elizabeth K. Sterling

Attorney-in-Fact (affix seal) Maria Signorile

175 Berkeley Street

Business Address

Boston, MA 02116

City and State

Aon Risk Services South, Inc.

Name of Local Insurance Agency

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Christopher Johnson, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Scott J. Johnson who signed the such Bid Bond on behalf of the Principal, was then President of such Corporation; that I know his signature, and his signature hereto is genuine; and that such bond was duly signed, sealed, and attested for and in behalf of such Corporation by authority of its governing body.

Secretary (corporate seal)

Chris Johnson Secretary

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Maria Signorile to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the Liberty Mutual Insurance Company and that he has been authorized by Liberty Mutual Insurance Company to execute the foregoing bond on behalf of the Contractor named therein in favor for the Owner, the City of Boynton Beach.

NOTARY PUBLIC STATE OF FLORIDA

YAMILETH HOFFMAN
MY COMMISSION # GG 021598
EXPIRES: August 15, 2020
Bonded Thru Budget Notary Services

Yamileth Hoffman

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

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CERTIFICATE AND AFFIDAVIT FOR BONDS

TO: CITY OF BOYNTON BEACH COMMISSIONERS

RE: Bid Number: 007-2821-19/TP

Bidder: Johnson-Davis Incorporated

Name: Scott J. Johnson

Address: 604 Hillbrath Drive

City/ State: Lantana, Florida ZIP: 33462

Phone: 561-588-1170

Bond Amount: 5 percent of amount bid

SURETY BOND COMPANY:

Name: Liberty Mutual Insurance Co.

Address: 175 Berkeley Street

City/ State: Boston, MA ZIP: 02116

Phone: 617-357-9500

This is to certify that in accordance with Chapter 85-104, Laws of Florida (HB 1266) the insurer named above:

1. Holds a certificate of authority authorizing it to write surety bonds in the state of Florida;
2. Has twice the minimum surplus and capital required by the Florida Insurance Code; and
3. Holds a current valid certificate of authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

December 13, 2018
Date

Agent and Attorney-in-Fact
Maria Signorile

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

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

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

Certificate No: 8195687- 016072

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of September, 2018.

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

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of December, 2018.

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 3346
Phone (561) 588-1
Fax (561) 585-525

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co_062018

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CHECK OFF LIST FOR CONSTRUCTION PROJECTS
REQUIRED SUBMITTAL FORMS AND DOCUMENTS

NAME OF PROJECT:	**NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS**
BID NO.: 007-2821-19/TP	
NAME OF CONTRACTOR:	Johnson-Davis Inc.
CONTRACTOR'S SIGNATURE:	
NAME/TITLE – PLEASE PRINT:	Scott J. Johnson-President

ALL FORMS AND DOCUMENTS MUST BE COMPLETED, SIGNED, SEALED AND/OR NOTARIZED AND SUBMITTED WITH PROPOSAL IN ORDER FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

****ARRANGE SUBMITTAL IN THE FOLLOWING ORDER****

FORM/ATTACHMENT DESCRIPTION	PAGE NO.	YES	NO	N/A
BID FORM PAGES – ALL PAGES	All '242-248' Pages			
BID BOND (5%)	249 – 253	✓		
CHECK OFF LIST FOR CONSTRUCTION PROJECTS	254	✓		
RECEIPT OF ADDENDUM				
Acknowledgement of Addendum (if applicable, will be issued with addendum)	255	✓		
BIDDER ACKNOWLEDGEMENT	256	✓		
STATEMENT OF BIDDER'S QUALIFICATIONS & ATTACHMENTS	257 – 262	✓		
Additional sheets for any items as needed	Insert	✓		
Evidence of possession of required licenses.	Insert	✓		
Resumes	Insert	✓		

FORM/ATTACHMENT DESCRIPTION	PAGE NO.	YES	NO	N/A
BIDDER'S SITE INSPECTION CONFIRMATION	263	✓		
CONFIRMATION OF DRUG-FREE WORKPLACE	264	✓		
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER	265	✓		
ANTI-KICKBACK AFFIDAVIT	266	✓		
TRENCH SAFETY ACT AFFIDAVIT	267	✓		
SAFETY PROGRAM COMPLIANCE	268	✓		
Current Safety Program Attachment per SPC-1	Insert	✓		
WARRANTIES	269 – 270	✓		
CONFIRMATION OF MINORITY OWNED BUSINESS	271	✓		
Verification if applicable	Insert			✓
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135	272 – 273	✓		
SCHEDULE OF SUBCONTRACTORS	274	✓		
PALM BEACH COUNTY INSPECTOR GENERAL ACKNOWLEDGEMENT	275	✓		
LOCAL BUSINESS STATUS CERTIFICATION	276	✓		
STATEMENT OF NO BID (if applicable)	277	✓		
COMPUTER GENERATED HORIZONTAL BAR CHART – PROJECT SCHEDULE	Insert			
COPIES OF COMPLETE SUBMITTAL – **Original / two (2) copies with one (1) electronic copy on a USB thumb drive Required.**	Insert			

THIS FORM NEED NOT BE SUBMITTED. IT IS PROVIDED FOR BIDDER'S USE IN ASSURING COMPLIANCE WITH ALL REQUIRED DOCUMENTATION

JOHNSON-DAVIS, INC.
[illegible] Hillbrath Drive
[illegible]ntana, FL 33462
[illegible] (561) 588-1170
[illegible] (561) 585-5252

A D D E N D A

CITY OF BOYNTON BEACH
FLORIDA

BID TITLE: **NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS**

BID NO.: 007-2821-19/TP
BIDDER: Johnson-Davis Inc.

DATE SUBMITTED: 01/28/2019

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:

CITY OF BOYNTON BEACH

and having examined the project site (when indicated in these specifications to do so), 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	12/12/2018		
2	01/10/2019		

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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BIDDER ACKNOWLEDGEMENT

Submit Bids To: PROCUREMENT SERVICES
3301 Quantum Boulevard,
Suite 101
Boynton Beach, Florida 33426
Telephone: (561) 742-6322

Bid Title: **NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS**

Bid Number: **007-2821-19/TP**

Bid Due By: **DECEMBER 17, 2018, 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: **DECEMBER 17, 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 bid shall conform to applicable sections of the charter and codes of the City.

Name of Vendor: Johnson-Davis Inc.

Federal I.D. Number: 59-1753888

A Corporation of the State of: Florida

Area Code: 561 Telephone Number: 588-1170

Area Code: 561 FAX Number: 585-5252

Mailing Address: 604 Hillbrath Drive

City/State/Zip: Lantana, FL 33462

E-mail: sjohnson@johnsondavis.com

Authorized Signature

Scott J. Johnson President
Name Typed

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JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

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:

   Johnson-Davis Inc.
   604 Hillbrath Drive
   Lantana, FL 33462
   Ph: 561-588-1170 Fax: 561-585-5252

2. Number of years as a Contractor in this type of work: 41 years

3. Names and titles of all officers, partners or individuals doing business under trade name:

   Scott J. Johnson- President
   Robert A. Hopler- Vice President
   Christopher Johnson- Secretary/Treasurer

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:

   Liberty Mutual Insurance Co. — Aon Risk Services South, Inc.
   175 Berkeley Street. Boston, MA 02116 — 3550 Lenox Rd NE, Suite 1700. Atlanta, GA 30326
   Phone: 617-357-9500 — Maria Signorile — Phone: 404-240-6108

6. What is the last project of this nature that you have completed?

   Sarno Lakes Phase II

7. Have you ever failed to complete work awarded to you. If so, when, where and why?

   No.

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JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

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 Please find attached		Contact Person:	Tel: Fax:
CM/GC No. 2		Contact Person:	Tel: Fax:

10. List three SIGNIFICANT PROJECTS completed within the past five years.

Please find attached

Project No. 1	Location:		Your $ Subcontract Amount: $	Date Completed:
Contracting Agency:		Contact Person:		Tel: Fax:
Project No. 2	Location:		Your $ Subcontract Amount: $	Date Completed:
Contracting Agency:		Contact Person:		Tel: Fax:
Project No. 3	Location:		Your $ Subcontract Amount: $	Date Completed:
Contracting Agency:		Contact Person:		Tel: Fax:

11. List three SIGNIFICANT PROJECTS currently under construction.

Project No. 1 Please find attached	Location:		Your $ Subcontract Amount: $	Date Completed:
Contracting Agency:		Contact Person:		Tel: Fax:
Project No. 2	Location:		Your $ Subcontract Amount: $	Date Completed:
Contracting Agency:		Contact Person:		Tel: Fax:
Project No. 3	Location:		Your $ Subcontract Amount: $	Date Completed:
Contracting Agency:		Contact Person:		Tel: Fax:

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

12. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

Please find resumes for experience qualifications.

13. State the name and licensing of the individual who will have personal supervision of the WORK.

Matt Crist- Please find resume for experience and qualifications.

14. Will you sublet any part of this WORK? If so, give details.

Final Paving.

15. What equipment do you own that is available for the WORK?

Johnson-Davis owns more than 100 pieces of heavy equipment required to complete this project.

A detailed list will be provided if we are the successful bidder.

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.

JOHNSON-DAVIS, INC.
594 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
FAX (561) 585-5252

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.

N/A

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.

N/A

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.

N/A

22. Bank References (include name, job title, and telephone number of contact person) – Minimum 1

Seacoast Bank

Contact: Keith Mosley- Vice President Phone: 561-691-8363

23. Annual Average Services Revenue of the Proposer for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	8
b.	Non-Governmental Related Work	7
	Total Work (a +b):	15 average $29,000,000

Services Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

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
Due to the time constraints and changing quoted prices at the bid time, we will have to provide this information if we are the successful bidder.	

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
FAX (561) 585-5252

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) Scott J. Johnson President

Date 01/28/2018

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

Johnson- Davis Inc.
References

City of Riviera Beach
Giles Rhoads phone: 561-845-4185
grhoads@rivierabch.com
Project: City Marina Improvements Project

Town of Jupiter
210 Military Trail
Jupiter, FL 33458
Amanda Barnes
amandab@jupiter.fl.us
Phone: 561-741-2270
Fax: (561) 747-5634
Project: Elsa Road RCP Drainage and Outfall

*Town of Palm Beach
Paul Brazil
Phone: 561-838-5440
pbrazil@townofpalmbeach.com
Project: MP Replacement Project

*FDOT
Jorge Corrales
Phone: 954-777-4657
Jorge.Corrales@dot.state.fl.us
Project: District Four Drainage Improvements Districtwide

*City of West Palm Beach
401 Clematis Street
West Palm Beach, FL 33401
Laura Le
Phone: 561-494-1040
lle@wpb.org
Project: Tamarind Ave 30" Water Main (Included drainage work)

*City of Fort Pierce
100 N U.S. Highway 1
Fort Pierce, FL 34950
Tracy Telle
Phone: 772-460-2200
TTelle@City-FtPierce.Com
Project: 10th Street Reconstruction

*Palm Beach County Water Utilities Department
Adam Galicki / Henry Melendez
Phone: 561-493-6088
agalicki@pbcwater.org
hmelendez@pbcgov.org
Project: South County Residential Services Phase 3

JOHNSON-DAVIS, INC
604 Hillbrath Drive
Lantana, FL 33462
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Fax (561) 585-5252

What Contracts and subcontracts has your organization completed in the past five (5) years?

Dollar Amount of Work Performed	Classes of Work Codes	Year Completed	Where Located - City - County	Name and Address of Official to Whom you Refer
$ 26,780.00	DRAINAGE	2016	PALM BEACH	CONCRETE SERVICES LLC
$ 174,471.59	UNDERGROUND UTILITIES	2016	PALM BEACH	PALM BEACH COUNTY WATER UTILITY DEPT.
$ 417,252.00	GRADING, DRAINAGE	2016	PALM BEACH	CITY OF GREENACRES
$ 27,626.35	DRAINAGE	2016	BROWARD	RYAN INCORPORATED SOUTHERN
$ 4,500.00	DRAINAGE	2016	MARTIN	RANGER CONSTRUCTION
$ 12,000.00	DRAINAGE	2016	PALM BEACH	CITY OF BOCA RATON
$ 23,437.30	UNDERGROUND UTILITIES	2016	BROWARD	MADSEN-BARR CORPORATION
$ 94,799.46	DRAINAGE	2016	BROWARD	DRAGADOS USA INC.
$ 61,228.27	DRAINAGE	2016	BROWARD	MORRISON-COBALT JV
$ 12,250.00	UNDERGROUND UTILITIES	2016	PALM BEACH	ROSSO SITE DEVELOPMENT
$ 17,179.95	DRAINAGE	2016	PALM BEACH	MADSEN-BARR CORPORATION
$ 10,350.00	DRAINAGE	2016	PALM BEACH	J.W. CHEATHAM LLC
$ 196,603.89	UNDERGROUND UTILITIES, DRAINAGE	2016	PALM BEACH	TOWN OF PALM BEACH
$ 10,335.41	DRAINAGE	2016	PALM BEACH	RIO-BAK CORPORATION
$ 52,200.00	GRADING, DRAINAGE	2016	ST. LUCIE	CITY OF FORT PIERCE
$ 101,900.00	DRAINAGE	2016	PALM BEACH	TOWN OF PALM BEACH PUBILC WORKS
$ 176,000.00	DRAINAGE, GRADING	2016	INDIAN RIVER	INDIAN TRAIL WATER CONTROL
$ 18,750.00	GRADING	2016	ST. LUCIE	ST. LUCIE COUNTY ENGINEERING DEPT.
$ 165,274.00	DRAINAGE, UNDERGROUND UTILITIES	2016	PALM BEACH	MURRAY LOGAN CONSTRUCTION
$ 41,300.00	DRAINAGE	2016	PALM BEACH	J.W. CHEATHAM, LLC
$ 2,846,735.77	RIP RAP, DRIVING STEEL SHEET PILE	2016	MARTIN	J.W. CHEATHAM, LLC
$ 84,548.86	RIP RAP, DRIVING STEEL SHEET PILE, GRADING	2016	ST. LUCIE	JORGENSEN CONTRACT SERVICES
$ 98,060.00	DRAINAGE	2016	PALM BEACH	H & R OF BELLE GLADE, INC.
$ 19,500.00	DRAINAGE	2016	PALM BEACH	J.W. CHEATHAM, LLC
$ 14,300.00	UNDERGROUND UTILITIES	2016	PALM BEACH	PALM LAKE CO-OP.
$ 37,255.00	UNDERGROUND UTILITIES	2016	PALM BEACH	RIO-BAK CORPORATION
$ 20,400.00	DRAINAGE	2016	PALM BEACH	RIVERWALK H.O.A.
$ 13,900.00	UNDERGROUND UTILITIES	2016	PALM BEACH	MEDIC AIR SYSTEMS
$ 159,950.47	UNDERGROUND UTILITIES, GRADING	2016	PALM BEACH	PALM BEACH COUNTY WATER UTILITY DEPT.
$ 91,918.10	UNDERGROUND UTILITIES	2016	PALM BEACH	PALM BEACH COUNTY WATER UTILITY DEPT.
$ 48,345.69	UNDERGROUND UTILITIES	2016	PALM BEACH	PALM BEACH COUNTY WATER UTILITY DEPT.
$ 86,074.43	UNDERGROUND UTILITIES	2016	PALM BEACH	PALM BEACH COUNTY WATER UTILITY DEPT.
$ 10,043.43	UNDERGROUND UTILITIES	2016	PALM BEACH	TOWN OF JUPITER
$ 328,551.71	DRAINAGE, GRADING	2016	PALM BEACH	TOWN OF JUPITER
$ 267,569.50	GRADING	2016	MIAMI-DADE, BROWARD & PALM BEACH	F.D.O.T.
$ 556,426.69	DRAINAGE, RIP RAP	2016	PALM BEACH	RANGER CONSTRUCTION INDUSTRIES
$ 186,445.00	DRAINAGE, UNDERGROUND UTILITIES	2016	PALM BEACH	FINELINE CONSTRUCTION HIGHWAY
$ 642,748.00	UNDERGROUND UTILITIES, GRADING, RIP RAP	2016	PALM BEACH	PALM BEACH COUNTY WATER UTILITY
$ 20,040.00	GRADING, DRAINAGE	2016	PALM BEACH	AT & T FLORIDA
$ 5,484.00	UNDERGROUND UTILITIES	2017	PALM BEACH	TOWN OF MANALAPAN
$ 98,131.00	DRAINAGE, RIP RAP, GRADING	2017	INDIAN RIVER	CITY OF VERO BEACH
$ 136,040.22	GRADING	2017	PALM BEACH	CITY OF GREENACRES
$ 49,170.32	UNDERGROUND UTILITIES	2017	PALM BEACH	CITY OF RIVIERA BEACH UTILITIES
$ 1,992.06	UNDERGROUND UTILITIES	2017	PALM BEACH	PORT OF PALM BEACH DISTRICT
$ 123,230.38	DRAINAGE	2017	PALM BEACH	ROSSO SITE DEVELOPMENT
$ 110,400.00	DRAINAGE, UNDERGROUND UTILITIES	2017	PALM BEACH	COMMUNITY ASPHALT CORP.
$ 601,584.15	UNDERGROUND UTILITIES, DRAINAGE, DRIVING STEEL SHEET PILE	2017	OSCEOLA	BURKHARDT CONSTRUCTION INC.
$ 1,520,566.84	UNDEGROUND UTILITIES, GRADING, DRAINAGE	2017	PALM BEACH	RIO-BAK CORPORATION
$ 215,507.16	UNDERGROUND UTILITIES, DRAINAGE	2017	PALM BEACH	RIO-BAK CORPORATION
$ 337,216.58	DRAINAGE	2017	OKEECHOBEE	RANGER CONSTRUCTION INDUSTRIES

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What Contracts and subcontracts has your organization completed in the past five (5) years?

Dollar Amount of Work Performed	Classes of Work Codes	Year Completed	Where Located - City - County	Name and Address of Official to Whom you Refer
$ 39,615.92	DRAINAGE	2017	MARTIN	MORRISON-COBALT JV
$ 2,142,263.00	DRAINAGE, UNDERGROUND UTILITIES	2017	PALM BEACH	MESSIER LAND DEVELOPING INC.
$ 326,303.14	DRAINAGE, UNDERGROUND UTILITIES	2017	PALM BEACH	H&J CONTRACTING
$ 75,735.00	DRAINAGE, UNDERGROUND UTILITIES	2017	PALM BEACH	CSR HEAVY CONSTRUCTION INC.
$ 170,200.00	GRADING, RIP RAP, DRAINAGE	2017	PALM BEACH	GREENTREE VILLAS CONDOMINIUM
$ 222,238.00	GRADING, DRAINAGE	2017	PALM BEACH	CYPRESS CREEK P.O.A. INC.
$ 6,600.00	DRAINAGE	2017	PALM BEACH	MOUW ASSOCIATES INC.
$ 8,000.00	UNDERGROUND UTILITIES	2017	PALM BEACH	MICHAEL B. SCHORAH & ASSOCIATES
$ 9,600.00	RIP RAP	2017	PALM BEACH	EQUITY OFFICE BOCA RATON
$ 91,684.25	UNDERGROUND UTILITIES	2017	PALM BEACH	PALM BEACH COUNTY WATER UTILITY DEPT.
$ 78,245.65	UNDERGROUND UTILITIES	2017	PALM BEACH	PALM BEACH COUNTY WATER UTILITY DEPT.
$ 18,245.00	UNDERGROUND UTILITIES, GRADING	2017		AT & T FLORIDA
$ 13,322.20	UNDERGROUND UTILITIES	2017	PALM BEACH	TOWN OF JUPITER
$ 12,844.00	UNDERGROUND UTILITIES	2017	PALM BEACH	TOWN OF JUPITER
$ 7,054.00	UNDERGROUND UTILITIES	2017	PALM BEACH	TOWN OF JUPITER
$ 6,332.00	UNDERGROUND UTILITIES	2017	PALM BEACH	TOWN OF JUPITER
$ 11,998.00	UNDERGROUND UTILITIES	2017	PALM BEACH	TOWN OF JUPITER
$ 4,108.38	UNDERGROUND UTILITIES	2017	PALM BEACH	TOWN OF JUPITER
$ 10,620.00	UNDERGROUND UTILITIES	2017	PALM BEACH	TOWN OF JUPITER
$ 13,882.00	UNDERGROUND UTILITIES	2017	PALM BEACH	TOWN OF JUPITER
$ 570,239.01	DRIVING STEEL SHEET PILE, RIP RAP, GRADING, DRAINAGE	2017	ST. LUCIE	ST LUCIE WEST SERVICE DISTRICT
$ 69,283.43	UNDERGROUND UTILITIES	2017	PALM BEACH	DRAWDY CONSTRUCTION
$ 273,730.98	DRAINAGE, UNDERGROUND UTILITIES	2017	PALM BEACH	BURKHARDT CONSTRUCTION INC.
$ 340,405.00	DRAINAGE, RIP RAP	2017	INDIAN RIVER	COMMUNITY ASPHALT CORP.
$ 529,854.05	MINOR BRIDGES, DRAINAGE, RIP RAP	2017	PALM BEACH	HARDRIVES OF DELRAY INC.
$ 465,590.58	MINOR BRIDGES, GRADING, RIP RAP	2017	PALM BEACH	LIVINGSTON BUILDERS INC.
$ 1,255,726.82	UNDERGROUND UTILITIES, DRAINAGE	2017	PALM BEACH	HARDRIVES OF DELRAY INC.
$ 899,485.75	MINOR BRIDGES, UNDERGROUND UTILITIES, DRIVING STEEL SHEET PILE	2017	PALM BEACH	HEDRICK BROTHERS CONSTRUCTION
$ 52,102.53	UNDERGROUND UTILITIES, DRAINAGE	2017	PALM BEACH	HARDRIVES OF DELRAY INC.
$ 169,583.50	UNDERGROUND UTILITIES	2017	PALM BEACH	TOWN OF JUPITER
$ 16,687.00	UNDERGROUND UTILITIES	2017	PALM BEACH	TOWN OF JUPITER
$ 18,714.00	UNDERGROUND UTILITIES	2017	PALM BEACH	TOWN OF JUPITER
$ 21,094.00	UNDERGROUND UTILITIES	2017	PALM BEACH	TOWN OF JUPITER
$ 98,131.00	DRAINAGE, RIP RAP, GRADING	2017	INDIAN RIVER	CITY OF VERO BEACH
$ 136,040.22	GRADING	2017	PALM BEACH	CITY OF GREENACRES
$ 49,170.32	UNDERGROUND UTILITIES	2017	PALM BEACH	CITY OF RIVIERA BEACH UTILITIES
$ 1,992.06	UNDERGROUND UTILITIES	2017	PALM BEACH	PORT OF PALM BEACH DISTRICT
$ 123,230.38	DRAINAGE	2017	PALM BEACH	ROSSO SITE DEVELOPMENT
$ 110,400.00	DRAINAGE, UNDERGROUND	2017	PALM BEACH	COMMUNITY ASPHALT CORP.
$ 601,584.15	UNDERGROUND UTILITIES,	2017	OSCEOLA	BURKHARDT CONSTRUCTION INC.
$ 1,520,566.84	UNDEGROUND UTILITIES,	2017	PALM BEACH	RIO-BAK CORPORATION
$ 215,507.16	UNDERGROUND UTILITIES,	2017	PALM BEACH	RIO-BAK CORPORATION
$ 337,216.58	DRAINAGE	2017	OKEECHOBEE	RANGER CONSTRUCTION INDUSTRIES
$ 39,615.92	DRAINAGE	2017	MARTIN	MORRISON-COBALT JV
$ 2,142,263.00	DRAINAGE, UNDERGROUND	2017	PALM BEACH	MESSIER LAND DEVELOPING INC.
$ 326,303.14	DRAINAGE, UNDERGROUND	2017	PALM BEACH	H&J CONTRACTING
$ 75,735.00	DRAINAGE, UNDERGROUND	2017	PALM BEACH	CSR HEAVY CONSTRUCTION INC.
$ 170,200.00	GRADING, RIP RAP, DRAINAGE	2017	PALM BEACH	GREENTREE VILLAS CONDOMINIUM
$ 222,238.00	GRADING, DRAINAGE	2017	PALM BEACH	CYPRESS CREEK P.O.A. INC.

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Dollar Amount of Work Performed	Classes of Work Codes	Year Completed	Where Located - City - County	Name and Address of Official to Whom you Refer
$ 6,600.00	DRAINAGE	2017	PALM BEACH	MOUW ASSOCIATES INC.
$ 8,000.00	UNDERGROUND UTILITIES	2017	PALM BEACH	MICHAEL B. SCHORAH & ASSOCIATES
$ 9,600.00	RIP RAP	2017	PALM BEACH	EQUITY OFFICE BOCA RATON
$ 91,684.25	UNDERGROUND UTILITIES	2017	PALM BEACH	PALM BEACH COUNTY WATER UTILITY DEPT.
$ 78,245.65	UNDERGROUND UTILITIES	2017	PALM BEACH	PALM BEACH COUNTY WATER UTILITY DEPT.
$ 18,245.00	UNDERGROUND UTILITIES,	2017		AT & T FLORIDA
$ 13,322.20	UNDERGROUND UTILITIES	2017	PALM BEACH	TOWN OF JUPITER
$ 12,844.00	UNDERGROUND UTILITIES	2017	PALM BEACH	TOWN OF JUPITER
$ 7,054.00	UNDERGROUND UTILITIES	2017	PALM BEACH	TOWN OF JUPITER
$ 6,332.00	UNDERGROUND UTILITIES	2017	PALM BEACH	TOWN OF JUPITER
$ 11,998.00	UNDERGROUND UTILITIES	2017	PALM BEACH	TOWN OF JUPITER
$ 4,108.38	UNDERGROUND UTILITIES	2017	PALM BEACH	TOWN OF JUPITER
$ 10,620.00	UNDERGROUND UTILITIES	2017	PALM BEACH	TOWN OF JUPITER
$ 13,882.00	UNDERGROUND UTILITIES	2017	PALM BEACH	TOWN OF JUPITER
$ 570,239.01	DRIVING STEEL SHEET PILE, RIP	2017	ST. LUCIE	ST LUCIE WEST SERVICE DISTRICT
$ 69,283.43	UNDERGROUND UTILITIES	2017	PALM BEACH	DRAWDY CONSTRUCTION
$ 273,730.98	DRAINAGE, UNDERGROUND	2017	PALM BEACH	BURKHARDT CONSTRUCTION INC.
$ 340,405.00	DRAINAGE, RIP RAP	2017	INDIAN RIVER	COMMUNITY ASPHALT CORP.
$ 529,854.05	MINOR BRIDGES, DRAINAGE,	2017	PALM BEACH	HARDRIVES OF DELRAY INC.
$ 465,590.58	MINOR BRIDGES, GRADING, RIP	2017	PALM BEACH	LIVINGSTON BUILDERS INC.
$ 1,255,726.82	UNDERGROUND UTILITIES,	2017	PALM BEACH	HARDRIVES OF DELRAY INC.
$ 899,485.75	MINOR BRIDGES,	2017	PALM BEACH	HEDRICK BROTHERS CONSTRUCTION
$ 52,102.53	UNDERGROUND UTILITIES,	2017	PALM BEACH	HARDRIVES OF DELRAY INC.
$ 169,583.50	UNDERGROUND UTILITIES	2017	PALM BEACH	TOWN OF JUPITER
$ 16,687.00	UNDERGROUND UTILITIES	2017	PALM BEACH	TOWN OF JUPITER
$ 18,714.00	UNDERGROUND UTILITIES	2017	PALM BEACH	TOWN OF JUPITER
$ 21,094.00	UNDERGROUND UTILITIES	2017	PALM BEACH	TOWN OF JUPITER
$ 210,750.57	UNDERGROUND UTILITIES, DRAII	2017	PALM BEACH	RYAN COMPANIES
$ 196,916.26	DRAINAGE	2017	BROWARD	RYAN COMPANIES
$ 1,045,613.88	DRAINAGE, GRADDING, RIP RAP	2017	PALM BEACH	ROSSO SITE DEVELOPMENT
$ 84,615.00	UNDERGROUND UTILITIES	2017	PALM BEACH	R&D PAVING
$ 330,644.00	DRAINAGE, GRADDING, RIP RAP	2017	PALM BEACH	HARDRIVES INC.
$ 65,275.00	UNDERGROUND UTILITIES	2017	MARTIN	MASON DEVELOPMENT
$ 25,880.00	DRAINAGE	2017	PALM BEACH	CENTERLINE
$ 12,782.23	DRAINAGE	2017	MARTIN	MARTIN COUNTY B.O.C.C.
$ 16,100.00	DRAINAGE	2017	PALM BEACH	COUNTRY CLUB OF FLORIDA
$ 1,335,558.00	DRIVING STEEL SHEET PILE, RIP	2017	ST. LUCIE	RANGER CONSTRUCTION INDUSTRIES
$ 61,655.00	DRAINAGE	2017	PALM BEACH	COMMUNITY ASPHALT CORP.
$ 47,001.92	UNDERGROUND UTILITIES	2017	PALM BEACH	PALM BEACH COUNTY WATER UTILITY DEPT.
$ 103,125.00	DRAINAGE	2017	BROWARD	CSR HEAVY CONSTRUCTION
$ 37,350.80	UNDERGROUND UTILITIES	2017	PALM BEACH	PALM BEACH COUNTY WATER UTILITY DEPT.
$ 11,878.15	UNDERGROUND UTILITIES	2017	PALM BEACH	PALM BEACH COUNTY WATER UTILITY DEPT.
$ 33,291.52	DRAINAGE, GRADDING	2017	PALM BEACH	TOWN OF JUPITER
$ 12,999.06	DRAINAGE, GRADDING	2017	PALM BEACH	TOWN OF JUPITER
$ 14,200.00	DRAINAGE, GRADDING, RIP RAP	2017	PALM BEACH	BOCA CORPORATE CENTER
$ 601,584.15	DRIVING STEEL SHEET PILE,	2017	OSCEOLA	BURKHARDT CONSTRUCTION INC.
$ 212,340.00	GRADDING	2017	PALM BEACH	CITY OF GREENACRES
$ 58,829.40	DRAINAGE	2017	PALM BEACH	WEEKLEY ASPHALT
$ 513,654.30	GRADDING, UNDERGROUND UTILITIES	2017	PALM BEACH	PALM BEACH COUNTY WATER UTILITY DEPT.
$ 588,285.22	GRADDING, UNDERGROUND UTILITIES	2017	PALM BEACH	PALM BEACH COUNTY WATER UTILITY DEPT.
$ 61,665.00	UNDERGROUND UTILITIES	2017	PALM BEACH	SOUTHWIND CONSTRUCTION
$ 10,541.60	DRAINAGE	2017	PALM BEACH	J.W. CHEATHAM
$ 4,834.00	DRAINAGE	2017	PALM BEACH	TAYLOR LAND DEVELOPMENT
$ 484,705.34	GRADDING, UNDERGROUND	2017	MARTIN	LOXAHATCHEE RIVER DIST.
$ 418,229.80	DRAINAGE, GRADDING, RIP RAP	2017	BROWARD/ PALM BEACH/ MARTIN	F.D.O.T.
$ 56,270.00	DRAINAGE	2017	BROWARD	COMMUNITY ASPHALT CORP.
$ 52,875.00	DRAINAGE	2017	PALM BEACH	R&D PAVING
$ 1,295,115.43	UNDERGROUND UTILITIES, DRAINAGE	2017	PALM BEACH	PALM BEACH COUNTY WATER UTILITY DEPT.
$ 664,436.75	DRIVING STEEL SHEET PILE, RIP	2017	ST. LUCIE	RANGER CONSTRUCTION INDUSTRIES
$ 136,670.00	UNDERGROUND UTILITIES,	2017	PALM BEACH	ROBLING ARCHITECTURE
$ 84,340.00	DRAINAGE	2017	ST. LUCIE	RANGER CONSTRUCTION INDUSTRIES

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$ 70,290.00	DRAINAGE	2017	BROWARD	PRINCE CONTRACTING
$ 9,606.09	GRADDING, UNDERGROUND	2017	PALM BEACH	TOWN OF JUPITER
$ 9,545.59	GRADDING, UNDERGROUND	2017	PALM BEACH	TOWN OF JUPITER
$ 13,693.89	GRADDING, UNDERGROUND	2017	PALM BEACH	TOWN OF JUPITER
$ 24,878.00	GRADDING, UNDERGROUND	2017	PALM BEACH	CITY OF RIVIERA BEACH
$ 5,835.00	DRAINAGE	2017	BROWARD	HAHN CONSTRUCTION
$ 256,700.00	DRIVING STEEL SHEET PILE	2017	MARTIN	MANCIL TRACTOR
$ 299,179.47	UNDERGROUND UTILITIES,	2017	PALM BEACH	CSR HEAVY CONSTRUCTION
$ 1,945,432.99	UNDERGROUND UTILITIES,	2017	PALM BEACH	TOWN OF PALM BEACH
$ 113,230.00	DRAINAGE	2017	PALM BEACH	WEEKLEY ASPHALT
$ 295,849.37	UNDERGROUND UTILITIES,	2017	PALM BEACH	VILLAGE OF WELLINGTON
	UNDERGROUND UTILITIES,			PALM BEACH COUNTY WATER
$ 189,695.97	GRADDING	2017	PALM BEACH	UTILITY DEPT.
$ 62,800.00	DRAINAGE	2017	PALM BEACH	RANGER CONSTRUCTION INDUSTRIES
$ 499,312.00	DRAINAGE, GRADDING	2017	PALM BEACH	TOWN OF PALM BEACH
$ 16,100.00	DRAINAGE	2017	PALM BEACH	RANGER CONSTRUCTION INDUSTRIES
$ 99,311.66	DRAINAGE, GRADDING	2017	PALM BEACH	TOWN OF PALM BEACH
$ 186,327.37	DRAINAGE, UNDERGROUND	2017	ST. LUCIE	CITY OF FT.PIERCE
$ 18,000.00	GRADDING	2017	ST. LUCIE	CITY OF FT.PIERCE
$ 10,618.50	DRAINAGE	2017	PALM BEACH	CENTERLINE
$ 141,822.38	DRAINAGE	2018	PALM BEACH	COMMUNITY ASPHALT CORP.
$ 60,993.90	DRAINAGE, GRADDING, RIP RAP	2018	PALM BEACH	COMMUNITY ASPHALT CORP.
$ 2,899.10	UNDERGROUND UTILITIES	2018	PALM BEACH	R&D PAVING
$ 55,796.91	GRADDING, DRAINAGE, RIP RAP	2018	ST. LUCIE	ST. LUCIE COUNTY ENGINEERING
$ 15,200.80	DRAINAGE	2018	BROWARD	CENTERLINE
$ 17,500.00	UTILITIES, GRADDING	2018	PALM BEACH	REGGIE ATKINS
$ 8,800.00	DRAINAGE, GRADDING	2018	PALM BEACH	GULFSTREAM MANAGEMENT
$ 10,552.00	DRAINAGE	2018	PALM BEACH	BELVEDERE CONTRACTING
$ 121,263.11	DRAINAGE, UNDERGROUND	2018	PALM BEACH	AMERICAN ENGINEERING
$ 881,703.00	RIP RAP, UNDERGROUND	2018	PALM BEACH	RANGER CONSTRUCTION INDUSTRIES
$ 726,079.93	DRAINAGE, UNDERGROUND	2018	PALM BEACH	MESSIER LAND DEVELOPING
$ 158,495.19	UNDERGROUND UTILITIES,	2018	PALM BEACH	TOWN OF LAKE CLARKE SHORES
$ 57,760.00	DRAINAGE	2018	PALM BEACH	RIO-BAK CORPORATION
$ 8,696.00	DRAINAGE	2018	BROWARD	JACKSON LAND
$ 39,300.00	UNDERGROUND UTILITIES,	2018	PALM BEACH	TOWN OF LAKE CLARKE SHORES
$ 162,886.40	DRAINAGE	2018	PALM BEACH	HARDRIVES INC.
$ 49,541.38	DRAINAGE	2018	BROWARD	RYAN COMPANIES
$ 452,929.15	RIP RAP, UNDERGROUND	2018	INDIAN RIVER	ENGECON
$ 1,178,601.17	BOX CULVERT, GRADDING,	2018	ST. LUCIE	ST. LUCIE COUNTY ENGINEERING
$ 9,930.04	UNDERGROUND UTILITIES	2018	PALM BEACH	BURKHARDT CONSTRUCTION INC.
$ 16,293.13	UNDERGROUND UTILITIES	2018	PALM BEACH	TOWN OF JUPITER
$ 28,880.00	DRAINAGE	2018	BREVARD	COMMUNITY ASPHALT CORP.
$ 198,800.00	DRAINAGE, RIP RAP, GRADDING	2018	MARTIN	F.D.O.T.
$ 52,100.00	DRAINAGE	2018	BREVARD	COMMUNITY ASPHALT CORP.
$ 21,343.43	UNDERGROUND UTILITIES,	2018	PALM BEACH	TOWN OF JUPITER
$ 10,429.52	DRAINAGE, GRADDING	2018	PALM BEACH	TOWN OF JUPITER
$ 4,019.64	UNDERGROUND UTILITIES	2018	PALM BEACH	TOWN OF JUPITER
$ 52,426.81	UNDERGROUND UTILITIES,	2018	PALM BEACH	TOWN OF JUPITER
$ 11,153.00	DRAINAGE, GRADDING	2018	PALM BEACH	TOWN OF JUPITER
$ 11,076.80	DRAINAGE, GRADDING	2018	PALM BEACH	TOWN OF JUPITER
$ 22,113.80	DRAINAGE, GRADDING	2018	PALM BEACH	TOWN OF JUPITER
$ 1,175,957.99	UNDERGROUND UTILITIES,	2018	OSCEOLA	BURKHARDT CONSTRUCTION INC.
$ 231,284.75	RIP RAP, DRAINAGE	2018	PALM BEACH	HARDRIVES INC.
$ 218,536.78	UNDERGROUND UTILITIES,	2018	PALM BEACH	LAKE CLARKE SHORES UTILITIES
$ 106,480.57	UNDERGROUND UTILITIES,	2018	PALM BEACH	MOUW ASSOCIATES
$ 28,613.00	DRAINAGE	2018	PALM BEACH	J.W. CHEATHAM
$ 21,000.00	DRAINAGE, GRADDING	2018	PALM BEACH	N.P.B.C.I.D.
$ 25,880.00	DRAINAGE	2018	PALM BEACH	CSR HEAVY CONSTRUCTION
$ 23,940.00	UNDERGROUND UTILITIES	2018	PALM BEACH	ODYSSEY MANUFACTURING
$ 207,694.54	UNDERGROUND UTILITIES	2018	PALM BEACH	CSR HEAVY CONSTRUCTION
$ 58,240.00	UNDERGROUND UTILITIES,	2018	PALM BEACH	SEACOAST CONS.
$ 175,355.83	UNDERGROUND UTILITIES,	2018	PALM BEACH	ANDERSON MOORE
$ 119,885.67	UNDERGROUND UTILITIES,	2018	PALM BEACH	FINELINE CONSTRUCTION
$ 129,666.00	DRAINAGE, RIP RAP,	2018	ST. LUCIE	J.W. CHEATHAM
$ 128,550.00	DRAINAGE, GRADDING, RIP RAP	2018	INDIAN RIVER	CITY OF VERO BEACH
$ 12,068.00	DRAINAGE, GRADDING	2018	ST. LUCIE	AT&T
$ 99,424.13	UNDERGROUND UTILITIES	2018	ORANGE	HUBBARD CONSTRUCTION
$ 43,100.00	GRADE, DRAINAGE	2018	MARTIN	J.W. CHEATHAM
$ 20,123.46	UNDERGROUND UTILITIES	2018	PALM BEACH	B.R.I.C. MANAGEMENT
$ 12,322.94	UNDERGROUND UTILITIES	2018	PALM BEACH	TOWN OF JUPITER
$ 15,200.00	UNDERGROUND UTILITIES	2018	PALM BEACH	JUNO H.O.A.
$ 5,653.00	UNDERGROUND UTILITIES	2018	PALM BEACH	TOWN OF JUPITER

JOHNSON-DAVIS, I
604 Hillbrath Drive
Lantana, FL 3346?
Phone (561) 588-11
Fax (561) 585-525.

What Contracts and subcontracts has your organization completed in the past five (5) years?

Dollar Amount of Work Performed	Classes of Work Codes	Year Completed	Where Located - City - County	Name and Address of Official to Whom you Refer
$ 18,000.00	UNDERGROUND UTILITIES	2018	PALM BEACH	LIVINGSTON BUILDERS INC.
$ 13,800.00	DRAINAGE, GRADDING	2018	ST. LUCIE	JOHN WAGNER
$ 7,900.00	DRAINAGE	2018	PALM BEACH	H.O.A.
$ 244,862.71	UNDERGROUND UTILITIES,	2018	PALM BEACH	CITY OF RIVIERA BEACH
$ 1,240,708.46	DRAINAGE, UNDERGROUND	2018	PALM BEACH	PCL CONSTRUCTORS
$ 79,256.22	DRAINAGE	2018	PALM BEACH	ROSSO SITE DEVELOPMENT
$ 191,772.00	DRAINAGE	2018	PALM BEACH	AMERICAN ENGINEERING
$ 19,206.23	UNDERGROUND UTILITIES	2018	PALM BEACH	TOWN OF JUPITER
$ 7,900.00	UNDERGROUND UTILITIES	2018	PALM BEACH	TOWN OF JUPITER
$ 15,900.00	UNDERGROUND UTILITIES	2018	PALM BEACH	TOWN OF JUPITER
$ 9,005.40	UNDERGROUND UTILITIES	2018	PALM BEACH	CITY OF RIVIERA BEACH

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

Johnson-Davis Inc.

STATUS OF CONTRACTS ON HAND

12/31/2018

Job Number	Classes of Work Code		DOT Projects & Location of Work you are Performing		Contract/Sub-Contract Amount	Amount Sublet to Others	% of Work Self Performed	Uncompleted Amount As Prime	Uncompleted Amount As Subcontractor
41269	9	10Z	SR 76 E4Q35	MARTIN	$ 2,008,324.53	$ 135,481.00	93%		$ 291,449.85
41343	9	10Z	SR 710 T4444	MARTIN	$ 2,584,957.18	$ 61,090.00	98%		$ 813,871.82
41418	9	10Z	US1 T4466 Tequesta	PALM BEACH	$ 164,806.19	$ 7,500.00	95%		$ 7,961.34
41480	9	10Z	Turnpike AET-Phase 5A E8Q93	BROWARD	$ 517,550.00	$ 14,650.00	97%		$ 406,280.93
41481	9	10Z	Turnpike Interchange E8Q91	ST. LUCIE	$ 53,265.00	$ 4,800.00	91%		$ 5,975.00
41500	9	10Z	SR 80 E4T01	PALM BEACH	$ 444,623.47	$ 110,440.00	75%		$ 50,258.32
41526	9	10Z	SR 713	ST. LUCIE	$ 8,413,295.50	$ 380,298.00	95%		$ 8,413,295.50
51516	9	10Z	CSX Railroad Ditch	BROWARD	$ 499,000.00	$ 87,100.00	83%	$ 13,745.00	
								$ 13,745.00	$ 9,989,092.76

Job Number	Classes of Work Code		Other (Non-DOT) Projects & Location of Work you are Performing		Contract/Sub-Contract Amount	Amount Sublet to Others	% of Work Self Performed	Uncompleted Amount As Prime	Uncompleted Amount As Subcontractor
01482	9	10Z	Atlantic Crossing Ph.1	PALM BEACH	$ 846,370.00	$ 49,280.00	94%		$ 676,220.00
01510	9	10Z	Hard Rock Cafe Sock	BROWARD	$ 26,100.00	$ -	100%		$ 10,497.84
01537	9	10Z	St. Lucie Airport Entrance	ST. LUCIE	$ 74,000.00	$ -	100%		$ 35,500.00
11515	9	10Z	Mayflower Canal Revetment	INDIAN RIVER	$ 2,890,000.00	$ 417,217.00	86%	$ 596,898.34	
11540	9	10Z	El Cid Water Service Reroute	PALM BEACH	$ 100,000.00	$ 36,925.00	63%	$ 100,000.00	
11561	9	10Z	21200 School Flashers WM Relocation	PALM BEACH	$ 43,851.00	$ 8,658.75	80%	$ 43,851.00	
11562	9	10Z	Maplewood Drainage Improvements	PALM BEACH	$ 260,460.00	$ 42,645.00	84%	$ 260,460.00	
11565	9	10Z	Indiantown Rd. Valve Replacement	PALM BEACH	$ 76,000.00	$ 26,435.00	65%		
21401	9	10Z	Shawano Culvert Replacement	PALM BEACH	$ 669,922.00	$ 24,708.00	96%	$ 5,657.00	
21506	9	10Z	Beeline Comm. Dev. Fire Protection-Ph.2	PALM BEACH	$ 449,046.00	$ 98,386.00	78%	$ 449,046.00	
21545	9	10Z	Culvert Repair CR15C-NE 304th St.	OKEECHOBEE	$ 943,003.00	$ 253,333.00	73%	$ 749,330.18	
21549	9	10Z	NW 190th Rd.	OKEECHOBEE	$ 184,955.00	$ 27,475.00	85%	$ 184,955.00	
21555	9	10Z	NE 48th Ave. Culvert Replacement	OKEECHOBEE	$ 128,775.00	$ 18,706.00	85%	$ 128,775.00	
21557	9	10Z	45th St. Beautification Ph. II	INDIAN RIVER	$ 2,365,850.00	$ 500,635.00	79%	$ 2,365,850.00	
21559	9	10Z	Alt. A-1-A 16" FM Extension	PALM BEACH	$ 1,384,000.00	$ 368,020.00	73%	$ 1,384,000.00	
21563	9	10Z	Structure 29-2 Replacement	ST. LUCIE	$ 266,000.00	$ 34,490.00	87%	$ 266,000.00	
31386	9	10Z	Lakeshore/Brinson Park	OSCEOLA	$ 2,054,836.17	$ 142,500.00	93%		$ 287,538.18
31391	9	10Z	TOPB Undergrounding Ph. 1 South	PALM BEACH	$ 683,000.00	$ 176,161.00	74%		$ 2,511.62
31477	9	10Z	Roebuck Rd. from Jog to Haverhill	PALM BEACH	$ 1,110,465.00	$ 27,065.00	98%		$ 129,671.04
31509	9	10Z	NW 11th Ave.	PALM BEACH	$ 212,630.00	$ 5,625.00	97%		$ 28,402.00
31530	9	10Z	Silver Beach Rd.	PALM BEACH	$ 1,655,432.00	$ 106,891.00	94%		$ 1,655,432.00
31535	9	10Z	Atlantic Ave. & Tpk. Intersection	PALM BEACH	$ 959,332.00	$ 78,975.00	92%		$ 959,332.00
31547	9	10Z	Taxiway C @ Sebastian Airport	INDIAN RIVER	$ 84,280.00	$ 3,200.00	96%		$ 84,280.00

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

Johnson-Davis Inc.

STATUS OF CONTRACTS ON HAND

12/31/2018

Job Number	Classes of Work Code		DOT Projects & Location of Work you are Performing		Contract/Sub-Contract Amount	Amount Sublet to Others	% of Work Self Performed	Uncompleted Amount As Prime	Uncompleted Amount As Subcontractor
31553	9	10Z	Hood Road	PALM BEACH	$ 66,568.12	$ -	100%		$ 16,638.12
31556	9	10Z	Glades & Butts Intersection	PALM BEACH	$ 81,832.00	$ 1,600.00	98%		$ 81,832.00
61354	9	10Z	Whiteside Industrial Park	PALM BEACH	$ 394,571.50	$ 8,845.00	98%		$ 394,571.50
61416	9	10Z	Sands Commerce Center Ph. 3	MARTIN	$ 706,937.08	$ 21,206.00	97%		$ 9,321.00
61458	9	10Z	Burger King Congress Ave. Palm Springs	PALM BEACH	$ 92,065.00	$ 6,500.00	93%		$ 79,680.00
61476	9	10Z	Kerrigan Subdivision	PALM BEACH	$ 47,230.00	$ 8,600.00	82%		$ 47,230.00
61492	9	10Z	1574 S. Ocean	PALM BEACH	$ 139,500.00	$ 12,500.00	91%		$ 139,500.00
61520	9	10Z	Western Beef/Haverhill Lots 10 & 11	PALM BEACH	$ 220,321.00	$ 1,168.00	99%		$ 220,321.00
61523	9	10Z	Wells Fargo	MIAMI-DADE	$ 27,000.00	$ 3,700.00	86%		$ 27,000.00
61536	9	10Z	City Place-Rosemary Sq. Ph.1	PALM BEACH	$ 228,000.00	$ 29,835.00	87%		$ 36,083.00
61539	9	10Z	324 Loft	PALM BEACH	$ 57,350.40	$ 500.00	99%		$ 10,708.00
61541	9	10Z	Addison Reserve Control Structure	PALM BEACH	$ 74,000.00	$ 6,360.00	91%		$ 74,000.00
61548	9	10Z	Rybovich Marina	PALM BEACH	$ 801,153.18	$ 30,353.00	96%		$ 101,744.00
61551	9	10Z	American Heritage Gymnasium	BROWARD	$ 176,000.00	$ 59,250.00	66%		$ 176,000.00
61566	9	10Z	Wycliff Country Club	PALM BEACH	$ 38,415.00	$ 500.00	99%		$ 38,415.00
71456	9	10Z	Torrey Island Bypass	PALM BEACH	$ 193,972.00	$ 8,965.00	95%	$ 94,382.00	
71495	9	10Z	Knotty Pines	PALM BEACH	$ 1,233,005.16	$ 289,758.00	76%	$ 736,714.47	
71525	9	10Z	Lyons Rd. FM North of Palmetto Pk. Rd	PALM BEACH	$ 653,114.45	$ 138,658.00	79%	$ 653,114.45	
71529	9	10Z	WA22 WUD 15-013 CD01	PALM BEACH	$ 1,240,848.27	$ 366,854.00	70%	$ 1,042,629.87	
71546	9	10Z	140th Ave. North Water Services	PALM BEACH	$ 193,938.56	$ 24,204.00	88%	$ 193,938.56	
86003	9	10Z	Garden Industrial Park	PALM BEACH	$ 400,000.00	$ 104,000.00	74%	$ 99,250.78	
86008	9	10Z	Seminole Manor Emergency Sewer	PALM BEACH	$ 40,000.00	$ 7,000.00	83%	$ 40,000.00	
91564	9	10Z	Town Hall Drainage	PALM BEACH	$ 81,700.00	$ 23,832.00	71%	$ 81,700.00	
								$ 9,476,862.65	$ 5,922,428.30
				TOTAL UNCOMPLETED WORK				$ 9,490,297.65	$ 15,311,521.06
								$	24,801,818.71

JOHNSON DAVIS INC.
604 Hillbrath Drive, Lantana FL 33462
561-588-1170

COMPLETED PROJECTS

Project Name	Sarno Lakes Phase II
Final Contract Amount	$3,158,963.00
Description of Project	Construction of a master drainage system to relieve flooding in the Sarno Lakes area of Brevard County. 696lf - 3ea 48" bore under I-95. 232' long ea then was lined with C.I.P.P to provide corrosion protection for steel casing.
Type of Contract	Prime Contractor
Owner	Brevard County B.O.C.C
Address	2725 Judge Fran Jamieson Way Viera, FL 32940
Contact	Bach V. McClure P.E 321-633-2016 bach.mcclure@brevardcounty.us
Completion time	August 2012

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

JOHNSON, SCOTT JAMES

JOHNSON - DAVIS INCORPORATED
604 HILLBRATH DRIVE
LANTANA FL 33462

LICENSE NUMBER: CUC043087

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0137 CW UNDERGROUND UTILITY &	JOHNSON SCOTT J	CUC043087	U18 594651 - 07/16/18	$185.85	B40139445

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2018/2019 LOCAL BUSINESS TAX RECEIPT

B2 - 3246

JOHNSON DAVIS INC
JOHNSON DAVIS INC
604 HILLBRATH DR
LANTANA, FL 33462-1656

LBTR Number: 199306318
EXPIRES: SEPTEMBER 30, 2019

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
604 HILLBRATH DRIVE
LANTANA, FL 33462-1656

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0097 UNDERGROUND UTILITY & EXCAVATION	JOHNSON SCOTT J	CUC043087	U18 594651 - 07/16/18	$99.00	B40139444

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2018/2019 LOCAL BUSINESS TAX RECEIPT

B3 - 3246

JOHNSON DAVIS INC
JOHNSON DAVIS INC
604 HILLBRATH DR
LANTANA, FL 33462-1656

LBTR Number: 199306319
EXPIRES: SEPTEMBER 30, 2019

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

EMPLOYEE PROFILE

Scott J. Johnson

EDUCATION:	**Bucknell University, Lewisburg, PA** **BS – Civil Engineering**
EXPERIENCE:	
1992 – Present	**Johnson-Davis Inc., Lantana, FL** President Underground utility construction contractor specializing in water, sewer, storm drainage systems, as well as highway and road construction.
1981 – 1992	**Johnson-Davis Inc., Lantana, FL** Project Manager/Estimator
1977 – 1981	**Johnson-Davis Inc., Lantana, FL** Pipe Foreman
1976 – 1977	**Palm Beach Utilities, Palm Beach Gardens, FL** Utility Inspector/Land Surveyor

MEMBERSHIPS & ASSOCIATIONS

National Utility Contractors Association of Florida
(member and two-time Past President)

Associated General Contractors
(member and Past President, Florida East Coast Chapter)

Underground Contractors Association of South Florida
(member and three-time Past President)

Certified Underground Utility and Excavation Contractor
State of Florida – License # CUC043087

EMPLOYEE PROFILE

Robert A. Hopler

EDUCATION:	**BS – Civil Engineering** **Bucknell University, Lewisburg, PA** **MBA** **Rutgers University, Newark, NJ**
EXPERIENCE:	
2006 – Present	**Johnson-Davis Inc., Lantana, FL** Vice President Underground utility construction contractor specializing in water, sewer, storm drainage systems, as well as highway and road construction.
2004 – 2006	**Nordic Contracting Co., Inc., NJ** Controller
1983 – 2004	**Stroud-Hopler, Inc., NJ** President and sole stockholder Heavy/highway construction company Private and Public sectors
1980 – 1983	**Stroud-Hopler, Inc., NJ** Project Manager – Site Supervisor
1978 – 1980	**Nichols Engineering and Research, NJ** Project Engineer

RELATED ACCOMPLISHMENTS:

NJ Licensed Professional Engineer

EMPLOYEE PROFILE

Christopher Johnson

EDUCATION:	**BBA** **Stetson University, Deland, FL** **CPR Certified**
EXPERIENCE:	
2008 – Present	**Johnson-Davis Inc., Lantana, FL** Secretary/Treasurer/Estimator Underground utility construction contractor specializing in water, sewer, storm drainage systems, as well as highway and road construction.
1992 – 2008	**Johnson-Davis Inc., Lantana, FL** Secretary/Treasurer/Operations Manager Oversee field operations of 150 field personnel in seven southeast Florida counties. Scheduling 16 crews, coordinate the maintenance and transportation departments, monitor the overall effectiveness of the field operation.
1983 – 1992	**Johnson-Davis Inc., Lantana, FL** General Superintendent Scheduling all field crews. Responsible for between 3 and 12 crews in the construction of municipal and private infrastructure improvements.
1981 – 1983	**Johnson-Davis Inc., Lantana, FL** Foreman Field supervisor responsible for 4 to 5 person crew installing water main, water services, and conflict crossings.

EMPLOYEE PROFILE

Matthew Crist

EDUCATION:

B.S. – Building Science
Rensselaer Polytechnic Institute, Troy, NY

EXPERIENCE:

2018 – Present

Johnson-Davis Inc., Lantana, FL
Project Manager
Underground utility construction contractor specializing in water, sewer, storm drainage systems and dewatering, as well as highway and road construction. Tasks include project takeoffs, material ordering, subcontractor agreements, project meetings, monthly billing, and change orders.

2008 – 2018

Hubbard Construction Co, Winter Park, FL
Project Manager
Managed heavy civil public and private construction projects for one of Florida's largest heavy civil construction contractors. Responsible for multi-year, multi-phase bridge and highway projects in Florida and Georgia. Work included design/bid/build and design/build/finance.

2001 – 2008

Hubbard Construction Co, Winter Park, FL
Project Engineer

RELATED ACCOMPLISHMENTS:
ATSSA Certified Traffic Control Supervisor
FDEP Qualified Stormwater Management Inspector
OSHA 30 Hour in Construction Safety and Health
Experienced with SAP, Primavera P6, Bluebeam Revu, Viewpoint, MS Office

BIDDER'S SITE INSPECTION CONFIRMATION

BID TITLE: **NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS**

BID NUMBER: 007-2821-19/TP DATE: 11/19/2018.

Wm. Clark C. Cryer EST. as an authorized representative of:
(Print Name and Title of Representative)

Johnson - Davis, Inc. (hereinafter called the bidder) located at
(Print Name of Company)

604 Hillbrath Dr. Lantana, FL 33462 confirms that said
Company Address

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

SIGNATURE OF COMPANY REPRESENTATIVE NAMED ABOVE

11/19/2018
DATE OF INSPECTION

11/19/2018

CITY'S REPRESENTATIVE SIGNATURE FOR MANDATORY ONLY

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

Scott J. Johnson President

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

Johnson-Davis, Inc.

Memo

Re: **Notice of Random Drug Screening**

In compliance with the Johnson-Davis, Inc. Drug-Free Workplace Policy, each employee, as a condition of continued employment, is subject to medical or physical examination or tests, including urine drug screen. An employee, who refuses to submit to drug testing, as provided for in this Policy, will be asked to leave the office or project site immediately and the employee will be discharged.

Please complete and sign the attached acknowledgement and authorization form and return to your foreman and/or superintendent. You must proceed to a LabCorp testing center in your local area upon receipt of this notice. (See superintendent for LabCorp locations).

A copy of the Johnson-Davis, Inc. Drug-Free Workplace Policy is also attached for your information and reference. Please keep a copy of this policy along with your employee handbook.

Thank you for your cooperation.

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

WHAT TO DO ABOUT HARASSING CONDUCT . . .

An employee who believes he or another Company employee has been subjected to harassing conduct should immediately contact the Human Resources Director. A prompt investigation will be conducted of each and every complaint and appropriate action will be taken. Employees are required to participate in all J-D investigations.

Complaints will be handled confidentially, to the extent possible. The Human Resources Director has the responsibility for investigating and resolving complaints of harassment. In the event of a complaint involving the Human Resources Director, J-D's President should be notified and he will fulfill the investigatory role in this process.

No Retaliation or Reprisals

Employees have a duty to report any harassment they either experience or observe, regardless of whether the alleged harassment is being perpetrated by a J-D employee or any other third party. Under no circumstances will a person be retaliated against because of a bona fide report of harassing conduct.

Drug-Free Workplace

J-D is committed to protecting the safety, health, and well-being of its employees and all individuals who come into contact with its workplace and property, and/or use its products and services. As part of this mission, J-D is committed to maintaining a Drug-Free Workplace.

Substance abuse, which includes the possession, use or sale of illegal drugs or the unlawful use or misuse of lawful substances, including alcohol and prescription drugs, will not be tolerated. J-D also prohibits the illicit use, possession, sale, attempted sale, purchase, attempted purchase, conveyance, distribution, cultivation or manufacture of illegal drugs, intoxicants, or controlled substances in any amount or in any manner. It is a condition of employment at J-D to refrain from using illegal drugs and unlawfully using lawful substances, including alcohol and prescription medicines, and to abide by the guidelines of the Company's Drug-Free Workplace Policy.

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

Certain employees of J-D, who operate commercial motor vehicles, and must be subjected to enhanced drug testing standards pursuant to the regulations of the Federal Motor Carrier Safety Administration contained in 49 C.F.R. Parts 40 and 382. J-D will provide these employees with a copy of J-D's Commercial Driver's License Drug Testing Policy and are expected to comply with the Policy's enhanced requirements in all respects.

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)

County of Palm Beach)

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

1) He is President (Title) of Johnson-Davis Inc. (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 or any person interested in the proposed Contract; and

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

(Signed) _____

(Title) President Scott J. Johnson

Subscribed and sworn to before me

This 28th day of January, 2019.

My commission expires 08/15/2020

YAMILETH HOFFMAN
MY COMMISSION # GG 021598
EXPIRES: August 15, 2020
Bonded Thru Budget Notary Services

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 BEACH)

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

By: _____
NAME - SIGNATURE

Sworn and subscribed before me
this 28th day of January, 2019.

Printed Information:

Scott J. Johnson
NAME

President
TITLE

_____
NOTARY PUBLIC, State of Florida
at Large

Johnson-Davis Inc.
COMPANY

YAMILETH HOFFMAN
MY COMMISSION # GG 021598
EXPIRES: August 15, 2020
Bonded Thru Budget Notary Services

_____
"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.

Johnson-Davis Inc / Scott J. Johnson
Name of Proposer

President
Authorized Signature of Proposer

*COMPLETION REQUIRES PROPOSERS TO FILL IN THE APPROPRIATE DETAILS UNDER THE FOLLOWING HEADINGS:

	Description	Unit	Quantity	Unit Price	Extended Price	Method
14	15" RCP	LF	240	$2-	$480-	Sloping / Trench Shield
15	18" RCP	LF	40	$2-	$80-	Sloping / Trench Shield
16	24" RCP	LF	80	$2-	$160-	Sloping / Trench Shield

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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). Please find attached.

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

Scott J. Johnson President

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Section 1 – Safety Program – General Overview

1. The Johnson – Davis Safety Program was designed with the philosophy that all accidents are preventable and all near misses are learning experiences. All the regulatory elements of a great safety program are contained in the following pages. The rest is up to you. You must be willing to follow the rules not because they are rules, but because those rules make perfectly good sense and could lengthen and improve the quality of your life and the lives of the people you work with by a considerable amount of time. We could not and would never bid and win work by taking costly safety shortcuts. These shortcuts lead to injuries or worse and end up costing 10 times what was saved just to get that next job.

   1.1. Duty to become familiar with the program

   This manual is issued to you not so that it can be read through casually and put aside, but to be used regularly as a resource reference manual and guide to complete your work. There is a right and a wrong way to perform every task connected with your work. Safe work practices that apply to all our jobs are clearly outlined in the manual. Following these safe work practices regularly develops safe habits that reduce your risk of injury. STUDY AND REFER TO IT REGULARLY. Your safety depends on it.

   1.2. Compliance with safety rules

   1.2.1. All employees are required to know and comply with the safety rules that apply to their jobs. To establish proper attitudes among employees and instill respect for safety rules, supervision must set the example. Supervisors who know and follow the prescribed safe work practices and demand the same from their employees will have a team that works efficiently and without incidents.

   1.2.2. Employees should feel comfortable in making suggestions or pointing out safety concerns. Normally these items should be addressed to the immediate supervisor who shall see that these concerns are directed to the appropriate level for resolution.

   1.3. Disciplinary policy related to safety

   1.3.1. Some form of disciplinary action will follow all serious violations of safety rules, procedures or safe work practices. The severity of the violation will determine the action to be taken up to and including possible termination if the severity of the infraction warrants such action.

   1.3.2. All employees are required to know and comply with the safety rules which apply to their jobs. Failure to observe the safety rules cannot and will not be tolerated.

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1.3.3. In summary, it is the policy of Johnson – Davis Incorporated that any employee who violates any of the company's rules and regulations or standards of employee conduct and behavior shall be subject to disciplinary action. These actions are in no required order and depend on the seriousness of the offense. Progressive and appropriate disciplinary actions take the following path;

1.3.3.1. Oral reminder (First time/Non-serious)

1.3.3.2. Written reprimand and retraining (Multiple/Non-serious/Serious)

1.3.3.3. Suspension without pay (Multiple/Serious)

1.3.3.4. Termination (Multiple/Serious/Threatening to Life)

1.3.4. These guidelines meet the minimum corporate requirement for progressive discipline; the discipline policy may be modified to address specific contract requirements but may not be less stringent. The more stringent disciplinary guidelines shall apply at all times.

1.3.5. Supervisors and Foremen will also be held accountable for the unsafe acts of their employees to the extent of their ability to have prevented any unsafe act, in the judgment of management, from occurring.

1.3.6. Established Johnson – Davis written warning forms will be used to document disciplinary actions. Job site coaching/retraining may be used for some first-time offenses where it is reasonable to believe that an employee may not yet fully understand company safety rules/guidelines.

1.3.7. Guidelines for administration of disciplinary policy

1.3.7.1. Oral Reminder

Violation type: Non-serious

Examples: First time offense of non-life-threatening work processes such as;

- ✓ Failure to wear PPE
- ✓ Poor housekeeping
- ✓ Poor conduct

- Written Reprimand and Retraining

Violation type: Non-serious or Serious Second Violations for;

- ✓ Knowingly endangering one's self or others
- ✓ Insubordination
- ✓ Failure to wear PPE where the danger of injury is considerable

Other Examples may include but are not limited to:

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- ✓ Failure to set up job site properly with traffic control devices
- ✓ Failure to use ladders properly
- ✓ Failure to complete and display a confined space entry permit
- ✓ Failure to use or properly maintain respiratory protective equipment
- ✓ Failure to maintain a company vehicle in proper operating condition
- ✓ Falsifying safety meeting documents (signing without conducting meeting)
- ✓ Failure to use safety belts in vehicles and equipment
- ✓ Failure to use fall protection or erect fall protection where required
- ✓ Failure to maintain spoils setback minimum of 2' at trenches/excavations
- ✓ Entering a confined space without proper equipment/procedure or training
- ✓ Failure to hand-dig to locate utilities prior to use of mechanized equipment

- Suspension

  Violation type: Serious Second violations for;

  - ✓ Continual failure to wear PPE
  - ✓ Willfully & knowingly endangering one's self or others by not following a safe work rule(s)
  - ✓ Insubordination
  - ✓ Falsifying safety records
  - ✓ Continued violations already listed

- Termination

  Violation type: Serious or Life Threatening Second violation of a serious offense or;

  - ✓ Endangering the lives of co-workers, the public or one's self
  - ✓ Habitually ignoring established safe work practices
  - ✓ Use, possession or distribution of alcohol or illicit substances while on company property, on company job sites or in a company vehicle
  - ✓ Unsafe operation of a company vehicle

1.4. "Timeline of Safety Activities"

1.4.1. All Safety activities performed by the company follow a timeline that keeps safety at the forefront of everything that we do. We have established the following activities to ensure this forward – thinking philosophy;

1.4.1.1. Daily pre-job safety meetings

1.4.1.2. Weekly Safety Talks (aka "Toolbox Talks", "Weekly Safety Meetings")

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1.4.1.3. Monthly Safety Committee meetings to discuss program initiatives

1.4.1.4. Annual refresher training on selected topics

1.5. Daily Pre-job Safety Meetings are designed to be used as a planning tool for crew Foremen and Leaders so that once given a start and end point for the day by their supervision, this meeting will document the steps necessary to achieve the day's work safely and efficiently. ALL members of the crew are required to participate in this meeting which follows a three-step principle;

1.5.1. **IDENTIFY HAZARDS** present during daily activities of each crew-member

1.5.2. **LIST POTENTIAL INJURIES** that the identified hazards are likely to inflict

1.5.3. **ABATE** or otherwise lessen the severity of each hazard by discussing ways to bring more attention to the hazard, eliminate it altogether, or lessen the impact of the hazard through the use of PPE or other protective means

1.5.4. A sample of the Johnson – Davis Pre-Job Safety Meeting form can be located in appendix 2 of this program document.

Detailed explanation of the Pre-Job Safety Meeting process can be found in section 1.5 – "Safety Meetings and Job Planning".

1.6. Weekly Safety Talks (Toolbox Talks) are designed to keep each crew focused each week on selected topics of significance to the industry, our specific business sector and our individual work groups, grouped together as "Shop" and "Field". This is done in an effort to target training areas of opportunity and those areas that may need to be discussed. Tailored training keeps employees and management "plugged in" to these areas of concern. Examples of topics that have become Weekly Safety Talks are;

1.6.1. Hot Weather Safety

1.6.2. OSHA's National Fall Prevention stand-down

1.6.3. Struck – by Hazards

1.6.4. Housekeeping

1.6.5. Confined Spaces in Construction

1.6.6. Battery Safety

1.6.7. Asbestos & Silica Hazards

1.6.8. Gloves

1.6.9. Operating Forklifts

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A sample of the Johnson – Davis Weekly Safety Meeting can be found in appendix 1 of this program document.

1.7. Monthly Safety Committee Meetings are an integral part of the company's culture, as the Safety Committee, comprised of both management and field employees, seeks out and focuses on safety issues that can be either damaging or reinforcing to the culture. Where damaging issues are found the committee seeks solutions to either eliminate the problem or compromise on an effective solution. These exercises, although sometimes tense, are essential to the continual cultural growth and stamina of the company. Issues that reinforce or affirm the cultural strength of the company are also discussed and shared with all employees of the company. Both positive and negative issues discussed in Monthly Safety Committees are shared through weekly talks, pay memos and periodic company newsletters. A few basic rules that govern the operation of the Monthly Safety Committee are as follows;

- 1.7.1. Membership must consist of at least one field employee per management employee
- 1.7.2. Each Division (north, south and shop) must have at least one representative member sitting on the committee
- 1.7.3. A term limit of 6 months must be adhered to by all members with the exception of the corporate sponsor, who keeps minutes, tracks progress and deliverables of all committee members and identified projects of the committee
- 1.7.4. One meeting per calendar month MUST BE held
- 1.7.5. Meetings where more than 2 members of the committee cannot attend will be rescheduled as close to the original meeting date as possible
- 1.7.6. Topics introduced in the committee will be kept to the business of safety and improving the safe culture of the company
- 1.7.7. No meetings shall be held on overtime or beyond 5:00 pm
- 1.7.8. All meetings shall be held on weekdays and not weekend days
- 1.7.9. ALL committee members must contribute through the sharing of deliverables among all committee members
- 1.7.10. Any committee member who does not freely wish to participate will be replaced from a pool of employees within the same demographic
- 1.7.11. Meeting minutes shall include;
  - 1.7.11.1. Attendance roster
  - 1.7.11.2. Open agenda discussion topics

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1.7.11.3. Project progression action items and deliverables

1.7.11.4. Target dates and responsible personnel for completion of action items

1.7.11.5. Stumbling blocks to project progress must be identified

1.7.11.6. Projected date of next meeting must be identified

1.8. Annual Refresher Training shall be conducted to ensure that all personnel are refreshed on and updated on changes or additions to training they received over the previous year. Annual refresher training may take the form of;

1.8.1. Formal scheduled classroom training

1.8.2. Specialized Weekly Safety Talks

1.8.3. Job – site specific training delivered by the Safety Director or his representative

*Any form of annual refresher training is not meant to, nor is a suitable substitute for training sanctioned by OSHA Outreach Training Program guidelines or training by any other organization that is a part or parcel of a certificate program.

1.9. Job Site Safety Audits are conducted to review the safety compliance of crews in the field, shop personnel, office personnel or any employee base of the company. These audits are opportunities for on-site training, refresher or initial, as well as being a vehicle to ensure the spread of positive culture within the company. Job Site Safety Audits may be performed by the following personnel as a part of the Johnson – Davis Safety Program;

1.9.1. Company President

1.9.2. Company Secretary – Treasurer

1.9.3. Company Vice President

1.9.4. Company Safety Director

1.9.5. Company General Superintendent

1.9.6. Area Superintendents

1.10. Site Specific Health & Safety Plans (SSHASP) are documents created for larger scale, stationary projects with clearly defined beginning and end points where employees will be working for extended periods of time. Each Johnson – Davis SSHASP has eleven basic sections as follows;

1.10.1. Emergency Contact list

1.10.2. Project Organizational Chart

1.10.3. Maps & Routes – Site, Hospital & Clinic

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1.10.4. SSHASP Policy Document

1.10.5. Scope of Services on the project

1.10.6. Hazard Analysis Work Plans

1.10.7. Suggested Operating Guidelines

1.10.8. Hazard Communication Program & MSDS Sheets (incorporated by reference)

1.10.9. Site HASP Acknowledgement Log

1.10.10. Job Site Visitors Log

1.10.11. Weekly Toolbox Meeting Record

SSHASP's will be produced by Johnson – Davis upon client request or on job sites as described above where it may make sense to do so in lieu of such requests. An Activity Hazard Analysis will be conducted for each major line item of work performed on any project where a SSHASP is required or otherwise produced. Activity Hazard Analysis production is outlined in section 1.12 of this program document. A sample of the Site-Specific Health and Safety Program (SSHASP) document can be found in appendix 3 of this document.

1.11. The Activity Hazard Analysis (AHA) is a detailed hazard recognition document intended for *specific tasks within the scope of a project*. The intent of the AHA is to identify all the anticipated steps that make up a given multi-step task, list those hazards that can reasonably be encountered during the performance of same and identify steps that can eliminate or manage each step safely. The AHA can be used as a successful planning tool much in the same manner as the Pre – Job Safety Meeting, which is designed more for an entire work shift instead of specific tasks. A sample of the Johnson – Davis Activity Hazard Analysis (AHA) can be found in appendix 4 of this program document.

1.12. Training Requirements by Employee Level of Responsibility

Each different job classification within Johnson – Davis has its own different and unique set of responsibilities that comprise each part of all crews assigned to work within Johnson – Davis Inc. What follows is a matrix that shows required safety training for each different job classification within our organization.

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	OSHA 10	OSHA 30	EXCAVATION COMP PERSON	CONFINED SPACE	FALL PROTECTION	CPR/ FIRST AID	DEFENSIVE DRIVING	DIVING	TRAFF. CONTROL
SUPERINTENDENT		X	X	X	X	X	X		X
FOREMAN/ CREW LEADER	X		X	X	X	X	X		X
PIPE LAYER	X		X	X	X	X	IF DRIVER		
HILLMAN							IF DRIVER		
TAILMAN							IF DRIVER		
BACKHOE OP			X			X	IF DRIVER		
LOADER OP						X	IF DRIVER		
SKILLED LAB							IF DRIVER		X

1.13. A New Employee Orientation is required to be conducted for ALL new employees, regardless of job description, that includes, but is not limited to, the following topics:

1.14.1 Proper use of Personal Fire Extinguishers

1.14.2 Safe use of ladders

1.14.3 The Hazard Communication Standard – MSDS

1.14.4 Scaffolding

1.14.5 General construction safety – to include the following subcategories:

1.14.5.1 General shop safety – shop hazards vs job site hazard recognition

1.14.5.2 PPE use and care – eye & face, head, hands, hearing, feet

1.14.5.3 Waking and working surfaces

1.14.5.4 Lock-out – tag-out

1.14.5.5 Emergency response

1.14.5.6 Blood borne pathogen control

1.14.5.7 Confined space safety

1.14.5.8 Fall Protection

1.14.5.9 Trenching & excavation safety & Competent Person designation

1.14. Subcontractors of one type or another are always a part of work in our industry. Many times, we ourselves are subcontractors on larger projects, and other times we take on the role of the general contractor. In either capacity, when we need the services of a subcontractor for certain aspects of our work, for whatever reason, each subcontractor must meet minimum insurance, safety and training requirements prior to beginning work. A subcontractor prequalification

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must be performed when bringing any new company on any of our job sites. This is done not only to ensure that the quality of work performed is up to our standards, but also to ensure that this work is done safely and with adequate protection in the form of liability insurance coverage. On Johnson – Davis projects where subcontractor services are rendered, all subcontractor personnel must adhere to the guidelines of our safety program. Where our employees must wear eye protection, so too must our subcontractors. All projects where a SSHASP and respective AHA's have been generated require that any Johnson – Davis subcontractor personnel be briefed on the contents of the SSHASP and AHA, then sign into the log of trained personnel. A sample of the Johnson – Davis Subcontractor Safety Prequalification can be found in appendix 5 of this program document.

1.15. Substance abuse at Johnson – Davis is not tolerated, and any employee, upon confirmation of a positive drug or alcohol screening, will be terminated. Employees under the influence of drugs or alcohol represent an imminent danger to themselves, other employees and the general public.

1.16. OSHA's Focus Four "Rules to Live By" is an aggressive training campaign by OSHA meant to assure that the four prevalent injury categories within both the General Industry and Construction disciplines are recognized by employees as a part of the job site hazard recognition process. By doing so, OSHA anticipates that both employers and employees will recognize and eliminate the hazards that promulgate the majority of injuries recorded by the Bureau of Labor Statistics (BLS). All OSHA 10- and 30-hour courses require that these categories are covered with a required minimum time spent on each at the beginning of each course taught. The Focus Four categories are as follows;

1.16.1. Falls

1.16.2. Caught in or Between

1.16.3. Struck by

1.16.4. Electrocution

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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

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

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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 28day of January, 2018.

(SEAL)

CONTRACTOR: Johnson-Davis Inc.

By Scott J. Johnson-President

ATTEST:

Christopher Johnson
Secretary

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

Liberty Mutual
SURETY

March 6, 2018

RE: Johnson-Davis, Incorporated as Contractor
Prequalification Bonding Letter

To Whom It May Concern:

It is our understanding that you are considering Johnson-Davis, Incorporated as the contractor for your construction project. We are prepared to provide surety bond credit for them well in excess of your requirements as we entertain a single project bonding capacity of Thirty-Five Million Dollars ($35,000,000) and a total aggregate bonding capacity in excess of Eighty Million dollars ($80,000,000).

Liberty Mutual Insurance Company has supported Johnson-Davis since 1999, and considers Johnson-Davis, Incorporated to be one of our most valued clients. Liberty Mutual has never declined a bond request for this fine account. Liberty Mutual Insurance Company is an "A" (Excellent) rated carrier with a financial size category of XV ($2 billion+) by A.M. Best Company, a US Treasury limit exceeding $1.3 billion and is licensed to do business in the State of Florida.

A Performance and Payment Bond equal to one hundred percent of the contract amount is subject to our review and acceptance of the contract terms and conditions, bond forms, construction financing details and a satisfactory underwriting requirement review at the time of the request. We assume no liability to third parties or to you by the issuance of this letter if for an reason we do not execute such bonds.

Johnson-Davis is properly financed, well equipped and very capably managed. Their construction team consistently brings their projects in within the budget and on time. Their payment record is excellent and they enjoy an enviable reputation.

We highly recommend Johnson-Davis, Incorporated and should you have any questions or require additional information, please contact Wes Williams at 404-264-3221.

Sincerely Yours,
LIBERTY MUTUAL INSURANCE COMPANY

Maria Signorile, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7963992

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

POWER OF ATTORNEY

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of December, 2017.

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

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of December, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of March, 2018.

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

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

LMS 19875 022017

88 of 500

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

FDOT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

October 25, 2018

[redacted] INC.
604 HILLBRATH DRIVE
LANTANA, FLORIDA [redacted]

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 12/30/2019. However, the new application is due **10/31/2019**.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link: HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
DRAINAGE, GRADING, MINOR BRIDGES, UNDERGROUND UTILITIES, SANITARY SEWER, WATER MAIN, FORCE MAIN, DRIVING STEEL SHEET PILE, RIP RAP, RUBBLE RIP RAP, UTILITY WORK (WATER & SEWER)

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cj

FDOT Contractor Pre-Qualification (CPQ)

Logout
LDYTU@JOHNSONDAVIS.COM

Home Update Work Underway Help

Annual Application

10/24/2018 10:11:29 AM EST

Vendor Stakeholders Affiliates Work Classes Financial Contracts Manage
Attach Financial Statements Additional Documentation Submit Application Summary

Vendor Number: F591753888001 **Name:** JOHNSON-DAVIS INC.
Application Status: COMPLETED **Fiscal Year End Date:** 6/30/2018 **Application Due Date:** 10/31/2018

NOTE: The Capacity shown below will be reduced by your Work Underway to determine your Available Bidding Capacity.

Adjusted Current Ratio:	2		
Ability Score:	75	**Surety Multiplier:**	0
Ability Factor:	4	**Calculated Maximum Bid Capacity:**	$ 84,850,000.00
Adjusted Net Worth:	$ 10,608,192.00		

Document	Mailed	Received	Attached
Audited or Reviewed Financial Statements	10/17/2018	10/17/2018	N/A
Affidavit	10/17/2018		AFFIDAVIT.PDF Request Document
Equipment	10/17/2018		EQUIPMENT 2018 -.PDF Request Document
Surety Letter	10/17/2018		SURETY PREQUALIFICATION LETTER - 2018.PDF Request Document
Letters of Recommendation			

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

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? _____ 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:

N/A
Issuing Organization for Certification

N/A
Date of Certification

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

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Scott J. Johnson, on behalf of Johnson-Davis Inc. certify

Print Name and Title | Company Name

that Johnson-Davis Inc. does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

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

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5252

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Johnson-Davis Inc.	
COMPANY NAME	SIGNATURE
Scott J. Johnson	President
PRINT NAME	TITLE

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

JOHNSON-DAVIS, INC.
604 Hillbrath Drive
Lantana, FL 33462
Phone (561) 588-1170
Fax (561) 585-5262

BID No. 007-2821-19/TP
SCHEDULE OF SUB-CONTRACTORS

The Undersigned Bidder proposes the following major subcontractors for the major areas of work for the Project. The Bidder is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required.

Name and Address of Sub-Contractor	Scope of Work	License No.:	Contract Amount	Percentage (%) of Contract
	we intend to perform all work			

Signature Scott J. Johnson Date: 01/28/2019

Title/Company President/ Johnson-Davis Inc.

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

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

PALM BEACH COUNTY INSPECTOR GENERAL ACKNOWLEDGMENT

BID NO.: 007-2821-19/TP

BID TITLE: NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS

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.

Johnson-Davis Inc.
CONTRACTOR NAME

By Scott J. Johnson

Title: President

Date: 01/28/2019

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

CITY OF BOYNTON BEACH
LOCAL BUSINESS STATUS CERTIFICATION

I, Scott J. Johnson (Name of officer of company), the President (Title of officer of company) of Johnson-Davis Inc. (Name of Corporation/Company), located at 604 Hillbrath Drive. Lantana, FL 33462 (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: JOHNSON-DAVIS INC.			
1. Is the business located within the City limits of Boynton Beach, Florida?	YES	NO ✓	Number of Years:
2. Does the business have a business tax receipt issued in the current year?	YES ✓	NO	Business License Number: CUC043087
3. Is the business registered with the Florida Division of Corporations?	YES ✓	NO	

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

Print Name: Scott J. Johnson-President Signature: _____

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

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

Verified by: _____ **Date:** _____

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

...SERVICES, INC.
...Galbrath Drive
..., FL 33462
(561) 588-1170
(561) 585-5252

STATEMENT OF NO BID

If you are not bidding on this service/commodity, please complete and return this form to: PROCUREMENT SERVICES, City of Boynton Beach, 3301 Quantum Boulevard, Suite 101 Boynton Beach, Florida 33426.

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the City of Boynton Beach.

COMPANY NAME: N/A

ADDRESS: _____

_____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

WE, the undersigned have declined to respond to your Bid No. **007-2821-19/TP** for **NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS** because of the following reasons:

_____ Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)

_____ Insufficient time to respond to the Invitation

_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Specifications unclear (explain below)

_____ Other (specify below)

REMARKS: _____

_____

IF YOU ARE NOT SUBMITTING A BID, PLEASE COMPLETE FORM AND RETURN TO PROCUREMENT SERVICES

CITY OF BOYNTON BEACH

NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS

BID No. 007-2821-19/TP

MANDATORY PRE-BID CONFERENCE
November 19, 2018 AT 9:30 A.M.

CITY OF BOYNTON BEACH
TEMPORARY CITY HALL
3301 QUANTUM BLVD., SUITE 101
BOYNTON BEACH, FL 33426

BID DUE DATE: DECEMBER 17, 2018
NO LATER THAN 2:30 P. M.
PURCHASING SERVICES / CITY HALL

TABLE OF CONTENTS

BIDDING REQUIREMENTS: **PAGE #:**

Notice to Contractors ..... 2 - 4
Instructions to Bidders ..... 5 - 17
General Conditions for Construction ..... 18 - 66
Special Conditions ..... Sec.01000 – Sec.01800
Technical Specifications ..... Sec.02082 – Sec.02960

BID FORMS ATTACHMENT "A":

Bid Form ..... 242 - 248
Bid Bond ..... 249 - 253
Bid Check-List 254
Acknowledgement of Addenda 255
Bidder Acknowledgement 256
Bidder's Qualification Statement ..... 257 - 262
Bidder's Site Inspection Confirmation 263
Confirmation of Drug-Free Workplace 264
Non-Collusion Affidavit of Prime Bidder 265
Anti-Kickback Affidavit 266
Trench Safety Act Affidavit 267
Safety Program Compliance 268
Warranties ..... 269 – 270
Confirmation of Minority Owned Business 271
Certification Pursuant to Florida STATUTE § 287.135 ..... 272 - 273
Schedule of Subcontractors 274
Palm Beach County Inspector General Acknowledgement 275
Local Business Status Certification 276
Statement of No Bid 277

DRAFT CONTRACT ATTACHMENT "B":

Draft Construction Contract ..... C-1 - C-6

ATTACHMENT "C":

Performance Bond ..... PFB-1 – PFB-3
Payment Bond ..... PYB-1 – PYB-3
Warranty of Title WT-1
Insurance Advisory Form .....

APPENDIX:

Appendix "A" – New Palm Way and Lake Street Project Location Plans / Drawings
.

When completed and executed, these documents, along with the Plans and Specifications, collectively with applicable Power of Attorney certifications for bond agents and Certificates of Insurance for the Contractor, forms the Contract for this Project.

The City of Boynton Beach

Finance/Procurement Services
3301 Quantum Boulevard, Suite 101,
Boynton Beach, FL 33426
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6322
FAX: (561) 742-6316

NOTICE TO CONTRACTORS

Sealed Bids for:

Bid Title: New Palm Way and Lake Street Stormwater Improvements
Bid Number: 007-2821-19/TP

will be received by the City of Boynton Beach, Boynton Beach, Florida in PROCUREMENT SERVICES on or before **December 17, 2018, no later than 2:30 P. M. (local time)**.

Bid Submittals will be opened in:

TEMPORARY CITY HALL
Procurement Services
3301 Quantum Blvd., SUITE 101
Boynton Beach, Florida 33426

If by mail: P.O. Box 310, Boynton Beach, Florida 33425-0310

All Bids will be publicly opened and only the names of the Bidders will be disclosed. Bids received after the assigned date and time will NOT be considered. The Procurement Services time stamp shall be conclusive as to the timeliness of filing. The City of Boynton Beach is not responsible for the U.S. Mail or private couriers in regard to mail being delivered by a specified time so that Bids can be considered. The City reserves the right to consider Bids that have been determined by the City to be received late due to mishandling by the City after receipt of the Bids and prior to award being made.

Scope of Work:

The City of Boynton Beach is seeking the services of a qualified Contractor to construct a new stormwater system, installation of drainage inlets, upgrade existing stormwater conduits, and restore roadways in the project area.

The scope of work is more clearly defined in the Contract Documents, Special Conditions and Terms and Conditions for City Furnished Materials (if applicable), Technical Specifications and project

drawings, which are hereby not listed in any order of precedence.

A **MANDATORY** Pre-Bid Conference and Site Inspection is scheduled for **November 19, 2018 at 9:30 A.M. (local time)**, to be held in the City of Boynton Beach City Hall, 3301 Quantum Boulevard, Suite 101, Boynton Beach, Florida 33426. Attendance is **mandatory** and proof of attendance will be evidence by the Bidder's signature or signature of Bidder's designee on the attendance sheet provided. Attendees shall visit site **immediately** following the meeting. The Utilities Department will provide an escort to the site. The Site Inspection form as provided herein must be signed by a representative from the Utilities Department and submitted with the Bid for the submittal to be considered "complete and acceptable."

At the time of the opening of bids, each bidder shall be presumed to have inspected the site and to have read to be thoroughly familiar with the plans and Contract Documents (including all addenda). Failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation with respect to this bid.

ATTENTION ALL INTERESTED BIDDERS:
Copies of this solicitation package may be obtained from Onvia Demandstar at www.demandstar.com or by calling 1-800-711-1712. Demandstar distributes the City's solicitations through electronic download. Paper copies of this solicitation may be requested from Procurement Services by calling (561) 742-6322. Bidders who obtain copies of this solicitation from sources other than www.demandstar.com or the City's Procurement Services may potentially risk not receiving certain addendum(s) issued as a result of the solicitation.

All Bidders are required to submit a five percent (5%) Bid Bond with the Bid Form or the Bid shall be rejected as non-responsive. A one hundred percent (100%) Payment and Performance Bond is required upon notification by the City of the award the Contract to the selected firm.

Bidders shall submit one (1) original (so marked), two (2) copies along with one (1) electronic copy on a USB thumb drive, for a total of four (4) submissions of the bid and its accompanying statements. No bids may be withdrawn for a period of ninety (90) days after the Bid opening. Bids must be accompanied by an acceptable 5% Bid Bond, cash, certified check, or money order. Said bid bond is to be furnished and executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a Registered Agent in Florida. The bid bond amount shall be 5% of the bid price and shall constitute a guarantee that the contractor, if awarded the contract, will enter into a written contract with the City to perform this work pursuant to the bid.

The low monetary Bid will NOT in all cases be awarded the Contract. Award will be made to the most responsive, responsible bidder whose Bid is the most advantageous to the City, price and other factors considered. The City reserves the right to reject any and all Bids and to waive technical errors as set forth in the proposal.

LOBBYING / CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, bid, or other response and shall remain in effect until City Commission awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach

authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

PUBLIC RECORDS DISCLOSURE:

Pursuant to Florida Statutes §119.07, sealed Bids or Proposals received by the City in response to a Request for Proposal or Invitation to Bid are exempt from public records disclosure requirements until the City provides a notice of decision or **thirty (30) days** after the opening of the Proposals/Bids. If the City rejects all Responses submitted in accordance with a Request for Proposal/Qualification or Invitation to Bid, and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Responses remain exempt from public disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A Bid, Proposal, Response or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all Bids, Proposals, or replies.

Any questions relative to any item(s) or portion(s) of this solicitation should be directed to Taralyn Pratt, Contract Coordinator, (561) 742-6447, prattt@bbfl.us with Office Hours: MONDAY – FRIDAY, 8:00 A.M. TO 4:30 P.M.

CITY OF BOYNTON BEACH

TIM W. HOWARD
Assistant City Manager – Administrative Services

INSTRUCTIONS TO BIDDERS

These documents constitute the complete set of General Conditions, Specifications and Bid Forms. All Bid sheets and attachments must be executed and submitted in a sealed envelope. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. The face of the envelope shall contain Bidder's name, return address, date and time of Bid opening, and Bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a Bid, the Bidder agrees to all terms and conditions specified herein. **NO EXCEPTIONS TO THE TERMS AND CONDITIONS SHALL BE ALLOWED.** Submittal of a Bid in response to this Invitation to Bid constitutes an offer by the Bidder. Bids that do not comply with these requirements may be rejected at the option of the CITY. The CITY reserves the right to waive technical defects in any Bid. As used in this Invitation to Bid, the words Bidder, proposer, and contractor may be used interchangeably, and when so used, deemed to mean Bidder.

Evaluation of qualifications will be made based upon the evaluation factors and standards theretofore set forth in the instruction to bidders. The City reserves the right to reject any and all proposals and to waive technical errors as heretofore set forth.

In the event of a court challenge to an award by any bidder, damages, if any, resulting from an improper award will be limited to actual bid preparation costs incurred by the challenging bidder. By submitting a bid, bidder acknowledges this limitation on damages and recovery in the event of a protest or legal action challenging the award of bid.

1. **DEFINED TERMS:** Terms used in these Instructions to Bidders have the meanings assigned to them in the City of Boynton Beach, Standard General Conditions of the Construction Contract.

2. **COPIES OF BID DOCUMENTS:** Bid documents may be obtained from www.demandstar.com or by calling 1-800-711-1712. Demandstar distributes the City's solicitations through electronic download. Copies of the bid documents are available through the US Mail; please call Procurement Services at (561) 742-6322 for a hard copy of the bid documents. Bidders who obtain copies of this solicitation from sources other than www.demandstar.com may potentially risk not receiving certain addenda issued as a result of the solicitation.

   Complete sets of Bid documents shall be used in preparing Bids. Neither CITY nor CONSULTANT assumes or disclaims any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.

3. **EXECUTION OF BID:** Bid must contain a manual signature in ink, of an authorized representative who has the legal ability to bind the Bidder to contractual obligations. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink.

4. **NO BID:** If not submitting a Bid, respond by returning one (1) copy of the "STATEMENT OF NO BID" and explain the reason by indicating as per reasons listed or in the space provided. Repeated failure to quote without sufficient justification may be cause for removal of the vendor's information from the City's mailing list.

5. **BID SUBMISSION:** It is the Bidder's responsibility to read and understand the requirements of this Bid. Bids shall be submitted to the Procurement Services. All Bids must be accompanied by the Bid Security (if required) and all other required documents. The Bid opening shall be public and the Bid prices will be read aloud at the City's Administrative Office located at:

3301 Quantum Boulevard, Suite 101
Boynton Beach, Florida 33426
(unless otherwise designated)

On the date and time specified in the Invitation to Bid. All Bidders and their representatives are invited to attend. The Bid opening may be delayed at the sole discretion of the City. Under no circumstances shall Bids delivered after the Bid opening specified time has begun be considered and as such, Bids will be returned unopened. It is the Bidder's sole responsibility to assure that the Bid is delivered at the proper time and place prior to the Bid deadline. Offers by facsimile, telegram, or telephone are not acceptable. A Bid may **NOT** be altered by the Bidder after opening of the Bids.

The Bidder is requested to submit **one (1) original, and two (2) copies along with one (1) electronic copy on a USB thumb drive copies** of the bid. The original bid must be manually and duly signed in ink by a Corporate Officer, Principal, or Partner with the authority to bind the Bidding firm by his/her signature. In the case of corrections, the Bidder must initial any erasures or alterations in ink. All Bids must be submitted in the English language. All prices, terms and conditions quoted in the submitted Bid must be expressed in U.S. Dollars, and will be fixed and firm for acceptance for ninety (90) calendar days from the date of the Bid opening unless otherwise stated by the City.

6. **BID FORM:** Additional copies of the Bid form may be obtained from demandstar.com. Bids must be submitted on the prescribed form; all blank spaces must be filed in as noted, in ink or typed with amounts extended and totaled. Where indicated on the Bid Form, items shall be stated in numbers.

   The estimate of the various quantities of work or goods applicable to unit price items as shown on the Bid Form is approximate and is intended solely to provide the basis of comparison upon which the Award of Contract is made. Final payment shall be made on the basis of the actual quantities of each item.

   Irregular Bids may be rejected. Irregular Bids are defined as those containing serious omissions, unauthorized alternative Bids, incomplete Bids or unbalanced Bids. Failure to provide all of the information required to accompany the bid, Bid Form and Specifications shall be considered a serious omission, which may result in the bid being rejected as non-conforming.

   Bids by partnership must be executed in the partnership's name and signed by a general partner, his/her title must appear under his/her signature and the official address of the partnership must be shown below the signature.

   All names of persons signing documents must be typed or printed below the signature.

   The Bids shall contain acknowledgment of receipt of all addenda by submitting the Addenda acknowledgement form enclosed herein.

7. **BID SECURITY:** When required by the Bid documents each Bid must be accompanied by a Bid deposit or Bid surety bond in the amount specified. Bid deposits shall be in the form of cash, certified check or cashier's check, drawn on a responsible bank doing business in the United States, and shall be made payable to the CITY of Boynton Beach. In lieu of a bid deposit, a bid surety provided by a firm licensed to do business in the State of Florida shall be provided to the CITY. Any Bid deposits submitted will be returned to the Bidder(s) at the time of contract award. The Bid deposit of the successful Bidder shall be returned upon receipt of acceptable Performance and/or Payment Bonds.

   Upon receipt of an Award Letter with the contract agreement for a purchase order, Bidder shall enter into a Contract and/or accept the purchase order with the CITY and furnish the necessary documents, including but not limited to: insurance certificates, performance and payment bonds in the amount total to the awarded contract amount.

   The Attorney-in-Fact who signs the bond must file with the bond a current proof of appointment as Attorney-in-Fact.

The Bid deposit/security of the Successful Bidder shall be retained until such Bidder has been awarded a binding Contract or Purchase Order or Contract Security whereupon the Bid security shall be returned. If the apparent Successful Bidder fails to execute a contract within ten (10) calendar days after receipt of the Award letter which is issued prior to the CITY's award of purchase order or contract, the CITY may annul such Award Letter, and the security of that Bidder shall be forfeited and retained by the CITY. The CITY may then recommend to acceptance of the Bid of the next lowest responsive, responsible Bidder, or to re-advertise for Bids. If the Bid of the next lowest, responsible Bidder is accepted, this acceptance shall bind such Bidder as though it was the original successful Bidder.

There shall be no binding contract until such time as the CITY executes the Contract or issued the Purchase Order as the final award of the contract. The Bid Security of other Bidder's whom the CITY believes to have a reasonable chance of receiving the award may be retained by the CITY until the earlier of the seventh day after the effective date of the Purchase Order or Contract, or the ninety-first day after the Bid Opening. The Bid Security furnished by non-awarded vendors will be returned. Bid Security with Bids which are not competitive or responsive shall be returned upon award of the Bid.

8. **QUALIFICATIONS OF BIDDERS:** The City will only consider solicitation responses from firms normally engaged in performing the type of work specified within the Contract Documents. Vendor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City. Refer to **Special Conditions** for Additional Qualifications or Certification Requirements (if applicable). The City reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The City will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to consider a Vendor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Vendor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for termination of any contract awarded to successful Vendor. Vendor shall notify the City immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

9. **EXAMINATION OF BID DOCUMENTS AND SITE:** Pursuant to Article 4 of the General Conditions, Bidder must satisfy itself by personal and thorough examination of the location of the proposed Work; Bid Documents; requirements of the Work and the accuracy of the estimate for the quantities of the Work to be done. Following such examination, Bidder shall not at any time after the submission of a Bid, dispute or complain of such estimate the nature of the amount of Work to be done.

   By submission of its Bid, Bidder certifies and affirms that it has at its own expense conducted any additional examinations, investigations, explorations, tests, and studies; and obtained any additional information and data which pertains to the physical conditions (surface, subsurface, and Underground utilities) at or contiguous to the site or otherwise; prior to bidding which may affect cost, progress, or performance of the Work and which Bidder deems necessary to determine its Bid price. In addition the Bidder further affirms that they have familiarized themselves with other terms and conditions of the Bid Documents and/or satisfied itself with respect to such conditions and shall make no claims against the CITY or the CONSULTANT if while carrying out the Work, Bidder finds that the actual conditions do not conform to those indicated. Bidder shall bear the cost of modifying the Project to accommodate such conditions. On request, the CITY will provide Bidder access to the site to conduct such investigations and tests, as Bidder deems necessary for submission of its Bid. Bidder shall schedule such access in advance with the CITY.

   Upon completion of such additional field investigations and tests, Bidder shall completely restore any and all disturbed areas at the Bidders expense.

10. **CONTRACT SECURITY/INSURANCE:** When required by the specification herein the successful Bidder shall furnish along with the executed construction contract and/or Purchase Order, a Performance and Payment Bond, and/or Warranty Bond, and insurance certificates as stated in this

solicitation, on the CITY's forms, within ten (10) calendar days of receipt of the contract documents for execution. Successful Bidder is required to record the Bonds in the public records of Palm Beach County, Florida and provide the Bond number on the Performance and Payment Bond Form provided herein. Failure to furnish the required Bonds as stated and within the time specified may be cause for rejection of the Bid and any bid deposit may be retained by the CITY as liquidated damages and not as a penalty. Such sum shall be a fair estimate of the amount of damages the CITY would sustain due to Bidder's failure to furnish such Bonds.

The Performance and Payment Bonds shall remain in effect for one (1) year after completion and acceptance of the Work with liability equal to 25% of the contract price.

11. **SIGNING OF CONTRACT:** The Award Letter will be presented to the Successful Bidder. Within ten (10) calendar days after issuance of the award letter, the successful Bidder shall sign and deliver the Construction Contract with the required bonds and insurance certificates to the CITY. After receipt and approval of such documents, the Construction Contract will be executed. Within thirty (30) calendar days thereafter, the CITY shall deliver a fully signed and executed Contract to the successful Bidder. At times a purchase order will be issued in lieu of a contract agreement.

12. **BIDS TO REMAIN OPEN:** All Bids shall remain open for the required number of days after the date of the Bid opening stated in the special provisions, or if no such number of days is stated, all Bids shall remain open for ninety (90) days after the date of the Bid opening prior to award. The CITY may, in its sole discretion, release any Bid and return the Bid Security prior to that start date.

13. **MODIFICATIONS OF BIDS:** Bids may be modified by an appropriate document duly executed (in the same manner that the Bid must be executed) and delivered to the place where the Bids are to be submitted at any time prior to the solicitation closing date and time. The Bidder must present certification to assure that they are indeed an authorized representative of the Bidder's firm at the time modification to the Bid is presented.

14. **WITHDRAWAL OF BIDS:** All Bids shall be irrevocable unless the Bid is withdrawn as provided herein. All Bids may be withdrawn only by written communication delivered to the Procurement Services Division prior to the solicitation closing date and time. The Bidder must present certification to assure that they are an authorized representative of the Bidder's firm at the time such communication to withdraw the Bid is presented. A CITY representative shall verify this information prior to return of the Bid.

    However, if within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with the CITY and promptly thereafter provides detailed information to substantiate to the CITY that there was a material and substantial mistake in the preparation of its Bid, Bidder may withdraw its Bid, and the Bid Security will be returned. The Bidder must present certification to assure that the Bidder is an authorized representative of the Bidder's firm at the time such communication to withdraw the Bid is presented. A CITY representative shall verify this information prior to return of the Bid and Bid Security. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Bid Documents.

15. **DETERMINATION OF AWARD:** Except where the City exercises the right reserved herein to reject any or all bids and subject to the restrictions stated hereinabove, the Contract shall be awarded by the City to the responsible Vendor who has submitted either the lowest responsive bid, or the lowest responsive bid on the base bid including such alternates/optional items as City determines to be in its own best interests, and application of any preferences, as applicable.

16. **RIGHTS OF THE CITY:** The CITY expressly reserves if in its best interest to include but not limited to:
    - Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible Bidder;
    - Waive any defect, irregularity or informality in any Bid or Bidding procedure;
    - Reject or cancel any or all bids;
    - Extend the bid deadline time and date;
    - Accept any Bid or combination of Bid alternates that in the CITY's judgment shall serve the CITY's

best interest;
- Make multiple awards;
- Disregard all nonconforming, non-responsive, unbalanced, or conditional Bids or counter-proposals.
- Request additional quantities of the Bid product or services at the prices bid in the solicitation with exception if specifically noted, "BID IS FOR SPECIFIED QUANTITY ONLY", decrease the quantity specified in the Invitation to Bid, or completely eliminate any items of the Work listed in the Bid Form in order that the Work can be completed within the amount of available funds;
- Consider and accept an alternate Bid as provided herein when most advantageous to the CITY.

17. **REJECTION OF BIDS:** The CITY reserves the right to reject any or all Bids, to waive technical errors, to accept a portion of any Bids that are deemed to be the most advantageous to the CITY. In determining the "most advantageous Bid"; price, quantifiable factors, and other factors are considered. Such factors include but are not limited to specifications; delivery requirements; purchase price; life expectancy; cost of maintenance and operations; operating efficiency, training requirements; disposal value; and other matters contributing to the over acquisition cost of an item. Considerations may be given, but are not necessarily limited to conformity to the specifications including timely delivery; product warranty; a Bidder's proposed service; ability to supply and provide service; delivery to required schedules and past performances in other contracts with the CITY or other governmental entities.

    In an effort to efficiently advance the submitted Bids for administrative review, the CITY reserves the right to reject all but the three (3) lowest Bids when evaluating the submitted Bids.

18. **BID TABULATION:** Bid tabulations shall be provided upon request to Procurement Services.

    Pursuant to Florida Statute 119, sealed Bids or Proposals received by an agency pursuant to Invitation to Bid or Request for Proposals are exempt from public records disclosure until such time as the agency provides notice of a decision or intended decision, or within thirty (30) days after bid/proposal opening/closing, whichever is earlier.

19. **PRICES:** Bid prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, Bid prices shall be so fixed and firm for a period of ninety (90) calendar days. Prices must be submitted as outlined in the bid specifications. Generally the prices must be submitted in units of quantity whereby both unit price and extended total shall be submitted. In case of discrepancy in computing the amount of the Bid, the Unit Price quoted shall govern. All prices shall be F.O.B. destination, freight pre-paid (unless otherwise stated in the Special Conditions). Award, if made, shall be in accordance with the terms and conditions stated herein. Each item must be Bid separately and no attempt is to be made to tie any item or items in with any other item or items. Payment shall be made only after installation and acceptance for materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

    All payments shall be governed by the Local Government Prompt Payment Act, F.S. § 218.

20. **DELIVERY:** If required by the CITY, all items shall be delivered F.O.B. Destination to a specific address. All delivery costs and charges must be included in the Bid price. The CITY reserves the right to cancel orders or any part thereof without obligation, if the delivery is not made at the time specified in the Bid.

21. **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, Bid prices, extensions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the Bidder to any relief from the conditions imposed by the Contract. In the event of extension error(s) the unit price shall prevail and the Bidder's total offer shall be corrected accordingly. Erasures or corrections on Bids must be initialed in ink by the Bidder.

22. **INVOICING AND PAYMENT:** Payment for any and all invoice(s) that may arise as a result of a Contract or Purchase Order issued pursuant to this Bid Specification shall minimally meet the following

conditions to be considered as a valid payment request. **If progress payments are applied for, all invoicing and payments shall be as stipulated under the Special Conditions section titled "Progress Payments".**

All invoices shall be based upon and submitted with an approved Schedule of Values. Said Schedule of Values shall also contain a percentage breakdown of the supplies and services completed for which payment is requested in comparison to the total contract.

All invoices submitted shall consist of an original and one (1) copy and:

- Contain the Bidder's Federal Employer Identification Number.
- Clearly reference the subject Contract or Purchase Order number;
- Provide sufficient salient description to identify the goods or services for which payment is requested;
- Must be an original or legible copy of a signed delivery receipt including both manual signature and printed name of a designated CITY employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The CITY shall accept partial deliveries.

Timely submission of properly certified invoice(s) shall be in strict accordance with the price(s) and delivery elements as stipulated in the Contract document. The CITY's term of payment, unless otherwise stated in the Contract or Purchase Order documents is "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any other items of payment must have been previously approved by the CITY and appear on the Contract or Purchase Order document to be binding on the CITY.

Should the CITY return an invoice for correction, the Vendor shall resubmit a corrected invoice to the CITY for processing.

23. **ADDENDA:** From time to time, the CITY may issue an addendum to change the intent or to clarify the meaning of the Contract Documents. The CITY reserves the right to amend this Bid prior to Bid opening. Written addenda shall serve as the sole means of clarification. The CITY shall not be responsible for oral interpretations given by any CITY employee or its representative.

    All addenda will be available to Bidders through the CITY's e-Procurement system, www.demandstar.com. Therefore, it is the Bidder's responsibility to check with the Procurement Services Division and immediately secure all addenda before submitting Bids. Each Bidder shall acknowledge receipt of ALL addenda by notation on the Addenda acknowledgement Form to be submitted with the bid and shall adhere to all requirements specified in each addendum prior to submission of the Bid.

24. **INTERPRETATIONS:** To ensure fair consideration for all Bidders, the CITY prohibits communication to or with any department, officer or employee during the solicitation process except as otherwise specified.

    If the Bidder should be in doubt as to the meaning of any of the Bid documents, or is of the opinion that the plans and/or specifications contain errors, contradictions or reflect omissions; Bidder shall submit a written request to the CITY's Procurement Services Division representative identified in the Bid document at the email address provided, no later than ten (10) days prior to the Bid opening date. Inquiries should reference the bid deadline date.

    All Special Conditions, Drawings, and Technical Specifications shall take precedence over General Conditions. If there is a conflict between the General Conditions, Special Conditions, Technical Specifications and Drawings; the more stringent specification shall apply. Refer to General Conditions, Para. 3.4, "Order of Precedence" for more details.

25. **CONFLICT OF INTEREST:** All Bidders must disclose with their Bid, the name of each of its employees, agents, or relatives who are employees of the CITY.

    The Bidder represents and warrants to the CITY that no officer, employee, or agent of the CITY has

any interest either directly or indirectly, in the business of the Bidder to be conducted hereunder. The Bidder further represents and warrants to the CITY that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bidder, to solicit or secure this contract, and that it has not paid, or agreed to pay any person, company, corporation, individual, or Firm, other than the bona fide personnel working solely for the Bidder for a fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this contract. The Bidder also acknowledges that it has not agreed as an expressed or implied condition for obtaining this contract to employ or retain the services of any person, company, individual or Firm in connection with carrying out this contract. It is understood and agreed by the Bidder that, upon the breach or violation of this Section, the CITY shall have the right to terminate the contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover the full amount of such fee, commission, percentage, gift or consideration paid by the Bidder.

a. The Bidder represents that it presently has no interest, either direct or indirect, while performing the services required by this contract, which would conflict in any manner with Florida Statutes. The Bidder represents that no person having any such interest shall be employed during the term of this contract, including any officer, employee or agent of the CITY.
b. The Bidder represents and warrants that it has no current contracts with any entity that would create any conflict of interest in the Bidder's ability to perform the services required by this contract. Further, the Contractor represents and warrants that throughout the term of this contract, it will not undertake any work that would create such a conflict of interest.
c. The Bidder shall promptly notify the CITY in writing by certified mail or electronic mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the Bidder's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the Bidder. If in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Bidder, the CITY shall so state in the notification and the Bidder shall, at its option, enter into such association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the Bidder under the terms and conditions of this Contract. If the CITY determines that such potential relationship constitutes a conflict of interest, Bidder shall be in violation of its contract with the CITY if it enters into any relationship whatsoever with the prospective business.

26. **BID EXEMPT:** Bid items designated as CITY purchases shall not be greater than the price Bidder has provided on other public entity or state of Florida contracts to which Bidder is a party. The CITY reserves the right to Bid separately any item or service if deemed to be in the best interest of the CITY.

27. **PROMOTIONAL PRICING:** In addition, Bidder shall offer to the CITY, during the Contract period, any item(s) offered on a "promotional" basis from the manufacturer. It shall be the successful Bidder's responsibility to monitor such item(s) and report any that are or shall be offered at lower price.

28. **CONTRACTUAL AGREEMENT:** The submission of a Bid constitutes a firm offer by the Bidder. Upon acceptance by the CITY, the Procurement Services Division shall issue a notice of award and purchase order(s) and/or contract for any supplies, equipment and/or services as a result of this Bid. The Invitation to Bid and the corresponding purchase order(s) and/or contract shall constitute the complete agreement between the successful Bidder and the CITY. Unless otherwise stipulated in the Bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

29. **ADVERTISING:** In submitting a Bid, the Bidder agrees not to use the results therefrom as a part of any commercial advertising.

30. **FACILITIES:** A Bidder must have at the time of the Bid opening, an operational facility or be a fully authorized agent or representative of the product Bid, and capable of producing, providing or installing the items Bid, and so certify upon request.

The CITY reserves the right to inspect the Bidder's facility (ies) at any reasonable time, prior to award of the Bid, during normal business hours with prior notice, to determine that the Bidder has a bona fide place of business and is a responsible Bidder.

31. **DISQUALIFICATION OF BIDDER:** More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. All Bids shall be rejected if there is reason to believe that collusion exists between Bidders. Bids which the prices obviously are unbalanced shall be subject to review and/or rejection. Automatic disqualifiers are as follows:
    a. Not including an executed Bidder signature.
    b. Not being licensed to perform the required work or to provide the required product.
    c. Not being eligible to bid due to violations listed under Item No.37 of the Instruction to Bidders, "Public Entity Crimes."
    d. Not completing the Bid Submittal Form as required.

32. **SUBSTITUTE or "OR EQUAL ITEMS":** The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute. "Or equal" item(s) of material or equipment may be furnished or used by successful Bidder if acceptable to the CITY. Application for such acceptance must be made ten (10) calendar days prior to the Bid opening date, or such application will not be considered by the CITY. The procedure for submittal of any such applications made after award of the Construction Contract by the successful Bidder for consideration by CONSULTANT is set forth in Section 6.4 of the General Conditions, which may be supplemented in the General Requirements.

33. **ADJUSTMENT/CHANGES/DEVIATIONS:** No adjustments, changes, or deviations shall be accepted on any item unless conditions or Specifications of a Bid expressly so provide. All adjustments, changes or deviations shall require prior written approval and shall be binding **ONLY** if issued though the CITY's Procurement Services Division.

34. **REJECTION:** The right is reserved to reject any and all Bids or to accept the one deemed by the CITY to be the most advantageous.

35. **NON-COLLUSION:** Bidder certifies that it has not divulged, discussed, or compared its Bid with other Bidders and has not colluded with any other Bidder or parties to a Bid whatsoever. (Note: Premiums, rebates or gratuities are not permitted with, prior to, or after any delivery of material.) Any such violation shall result in the cancellation and/or return of materials (as applicable) as being non-conforming and removal from the CITY's Bid list(s). Each Bidder shall complete the Non-Collusion Affidavit and shall submit with the Bid/Proposal. The CITY considers the failure of the Bidder to submit this document to be a major irregularity, and may be cause for rejection of the proposal.

36. **DEFINITION OF TERMS:** Terms used in the Invitation to Bid shall have the meanings assigned to them in the industry in the subject matter of the Bid, unless otherwise specified in the Bid documents.

37. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Bid for a contract to provide any goods or services to a public entity, may not submit a Bid for a contract with a public entity for 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 Section 287.017, for Category Two for a period of thirty-six (36) months.

38. **SCRUTINIZED COMPANIES 287.135 and 215.473:** By submission of this ITB, Proposer certifies that Proposer is not participating in a boycott of Israel. Proposer further certifies that Proposer is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of

contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Solicitation responses of $1 million or more must include the attached Scrutinized Companies form to certify that the Proposer is not on either of those lists

39. **TRADE SECRET**: Any language contained in the Proposer's Proposal purporting to require confidentiality of any portion of the Proposal, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's Proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records . Proposals purporting to be subject to copyright protection in full or in part will be rejected.

    EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

40. **PUBLIC RECORDS:** Any material submitted in response to this Invitation to Bid shall become a public record pursuant to Florida Statutes § 119.07. This includes material that the responding Bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening of Bids pursuant to Chapter 119, Florida Statutes.

    However, certain exemptions to the public records law are statutorily provided for in Florida Statutes § 119.07. If the Bidder believes any of the information contained in its Bid response is exempt from the Public Records Law, then the Bidder must specifically identify in the response, the material(s) which is deemed exempt and cite the legal authority for such exemption. The CITY's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the CITY and the CITY's officers, employees, and agents against any loss or damages by any person or entity as a result of the CITY's treatment of records as public record.

41. **ANTI-KICKBACK AFFIDAVIT:** Bidders are required to complete the Anti-Kickback Affidavit Form enclosed herein, attesting that no member of their firm has been engaged in any activity resulting in payment for actions such as: commission, kickback, or reward for gift. The CITY considers the failure of the Bidder to submit this document to be a major irregularity, and may be cause for rejection of the proposal.

42. **CONFIRMATION OF MINORITY-OWNED BUSINESS:** It is the desire of the CITY of Boynton Beach to increase the participation of minority-owned businesses in its contracting and procurement programs. While the CITY does not have any preference or set-aside programs in place, it is committed to a policy of equitable participation for these firms. Therefore, each Bidder shall complete the Confirmation of Minority-Owned Business Form and shall submit the form with its Bid/Proposal.

43. **ANTI-DISCRIMINATION:** The Bidder certifies that it is in compliance with the non-discrimination laws relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin. The provisions of the American Disabilities Act of 1990 pertaining to employment shall

also be applicable.

As defined by Chapter 760, Florida Statutes, the Bidder shall not discriminate on the basis of race, color, religion, sex, sexual orientation, national origin, age, handicap or marital status in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public and private sector subcontracting opportunities. Bidder understands and agrees that violation of this clause is a material breach of the contact and may result in contract termination, debarment, or other sanctions.

44. **ANNUAL APPROPRIATION:** This agreement shall remain in full force and effect only as long as the expenditures provided for in the agreement have been appropriated by the City commission of the CITY of Boynton Beach in the annual budget for each fiscal year of this agreement, and is subject to termination at any time based on lack of funding.

45. **COST OF BID:** Costs, either direct or indirect, incurred by the Bidder in the preparation, delivery, or for any other reason associated with the submittal of this Bid is solely the responsibility of the Bidder and not the CITY, and shall not to be charged to the CITY.

46. **LICENSES AND PERMITS:** It shall be the responsibility of the successful Bidder to obtain all licenses and permits, if required, to complete the services at no additional cost to the CITY. Licenses and permits shall be readily available for review by the Director of Financial Services and City inspectors.

47. **SAMPLES AND DEMONSTRATIONS:** When requested, samples are to be furnished free of charge to the CITY. If a sample is requested, it must be delivered within ten (10) days of the request, unless otherwise stated in the Bid. Each sample must be marked with the Bidder's name and manufacturer's brand name. The CITY will not be responsible for returning samples. The CITY may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Bidder.

48. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the CITY shall be final and binding upon both parties.

49. **ASSIGNMENT:** The successful Bidder shall not subcontract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent to the CITY.

50. **SUBCONTRACTING:** If a Bidder subcontracts any portion of the resultant contract for any reason; the Bidder must state the name and address of the subcontractor, the name and address of the person(s) to be contacted, type of work to be performed, dollar amount and percentage of the contract amount to be shared on the "Schedule of Subcontracting" form. The CITY reserves the right to reject any subcontractor who has previously failed in the proper performance of an award or failed to deliver on-time contracts in a similar nature.

    The CITY reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing. The subcontractor shall be equally responsible for meeting all requirements specified in the Invitation to Bid and contract documents.

51. **UNBALANCED BID:** Bids that are judged to be mathematically or materially unbalanced shall be cause for the Bid to be rejected as non-responsive.

52. **MODIFICATIONS AS EXCEPTIONS:** Incorporation in a Bid submittal on exceptions to any portion(s) of the Contract documents herein may invalidate the Bid. Exceptions to the Technical and Special Conditions may be considered and shall be clearly and specifically noted in the Bidder's proposal on a separate sheet marked, "**EXCEPTIONS TO THE SPECIFICATIONS"** whereby said sheet shall be attached to the Bid. The use of Bidder's standard forms or the inclusion of manufacturer's printed documents shall not be construed as an exception to the Contract documents.

53. **SALES TAX:** All materials and supplies necessary for completion of this contract are subject to Florida

Sales and Use Tax in accordance with Florida Statutes.

54. **DIRECT OWNER PURCHASES:** The CITY reserves the right to issue purchase orders for materials to either the Contractor's or the CITY's suppliers for construction/public works related materials.

55. **INDEMNIFICATION:** The Bid shall include in its price, the sum of $25.00 in consideration for the indemnification provision, as referenced in Section 6.16 of the General Conditions.

56. **FAMILIARITY WITH LAWS:** The Bidder is presumed to have full knowledge of and be in compliance with all Federal, state, and local laws, ordinances, rules and regulations that in any manner affect the agreement, the project, the equipment and the services provided to the CITY. Ignorance on the part of the Bidder will in no way relieve the Bidder of responsibility to adhere to such regulations.

57. **RECORDS/AUDITS:** The Successful Bidder shall maintain during the terms of the contract all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract. The form of all records and reports shall be subject to the approval of the CITY's auditor. The Successful Bidder agrees to make available to the CITY's auditor, during normal business hours and in Miami-Dade, Broward and Palm Beach counties, all books of account, reports and records relating to this contract and retain them for a minimum period of three (3) years beyond the last day of the contract period.

58. **PALM BEACH COUNTY INSPECTOR GENERAL:** The Successful Bidder shall be aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation and in furtherance thereof, may demand and obtain records and testimony from the Successful Bidder and its subcontractors and lower tier subcontractors. The Successful Bidder understand and agrees that in addition to all other remedies and consequences provided by law, the failure of the Successful Bidder or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the CITY to be a material breach of this Contract justifying its termination. Each Bidder shall complete the Palm Beach County Inspector General Acknowledgement Form and shall submit this form with the Bid/Proposal. The CITY considers the failure of the Contractor to submit this document to be a major irregularity, and may be cause for rejection of the Proposal.

59. **FLORIDA'S PUBLIC RECORDS LAW:**

The City is a public agency subject to Chapter 119, Florida Statues. 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, Florida Statute 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 STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(CITY CLERK)
3301 QUANTUM BOULEVARD
SUITE 101
BOYNTON BEACH, FLORIDA, 33426
561-742-6061.
PYLEJ@BBFL.US

60. **PROJECT MANAGEMENT REQUIREMENTS:**

A. This project will utilize an internet-based project management tool called e-Builder Enterprise™. This internet-based application is a collaboration tool, which will allow all project team members continuous access through the Internet to important project data as well as up to the minute decision and approval status information.

B. Contractor and Subcontractors shall conduct Project controls, outlined by the Owner, and Engineer, utilizing e-Builder Enterprise™. No additional software will be required. The Owner and Engineer will assist the Contractor in providing training to their personnel.

C. Contractor shall have the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully appraised of Project developments, for correspondence, assigned tasks and other matters that transpire on the site. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Change Order Requests, Change Orders, and the like. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests and the like will be submitted in digital format via e-Builder Enterprise™.

61. **ELECTRONIC FILE REQUIREMENTS:** In addition to the standard closeout submittal requirements detailed elsewhere in the Contract Documents, the Contractor and Subcontractors shall also submit all closeout documents including all "As-Built Drawings", catalog cuts and Owner's Operation and Maintenance manuals in digital format. All documents (including as-built drawings) shall be converted or scanned into the Abode Acrobat (.PDF) file format and uploaded to e-Builder Enterprise™. The As-Built Drawings shall also be submitted in AutoCAD (.DWG) format.

62. **E-BUILDER IMPLEMENTATION REQUIREMENTS:** e-Builder Enterprise™ is a comprehensive Project and Program Management system that the City of Boynton Beach Utilities will be implementing for managing documents, communications and costs between the Contractor, Engineer, and Owner. e-Builder Enterprise™ includes extensive reporting capabilities to facilitate detailed project reporting in a web-based environment that is accessible to all parties and easy to use.

- **Central Document Vault:** e-Builder Enterprise™ system includes a central database that maintains all project information and manages project communications amongst team members.

- **Communication/Correspondence:** e-Builder provides electronic routable communication forms that provide historical tracking, documentation, and increased accountability of project members.

- **Project Calendars:** Meetings will be scheduled and maintained centrally on e-Builder Enterprise™

- **Reporting:** All of the project and program data including documents, communications and costs are accessible through integrated online reports. These reporting tools are completely configurable by each user. All reports can be exported to Excel for added flexibility.

63. **E-BUILDER LICENSING REQUIREMENTS:**

e-Builder Enterprise™ User Licenses: Each user license is for access to the web site consisting of unlimited data storage. Users can be direct employees of the Contractor, Engineer, and Owner.

Each user license includes full access to e-Builder Enterprise™ including all of the documents and reports mentioned above. Furthermore, each user license provides the e-Builder software as a service (SaS) including:

- All hosting, operation, maintenance and data backup of the e-Builder Enterprise™ software and documents which are maintained in state-of-the-art data centers located throughout the United States.
- Quarterly e-Builder Enterprise™ software enhancements
- Unlimited phone, email and web based support 24-hours:

The City of Boynton Beach has an e-Builder Enterprise™ License and will provide the selected General Contractor with a limited number of user licenses for the duration of the project. The City of Boynton Beach will provide basic training for these users; additional training may be procured directly from e-Builder directly at the contractors own cost.

64. **LOCAL BUSINESS PREFERENCE**

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

"For all acquisitions made pursuant to Sealed Competitive Bid, as provided in Sec. 10.05, the City shall give preference to a Local Business if the Local Business' bid is determined to be within five percent (5%) or five thousand dollars ($5,000.00), whichever is less, of the lowest responsible and responsive bidder. In revenue generating contracts where award, if any, is to be made to the bidder returning the highest amount to the City, the same preference set forth herein shall be applied with respect to the highest bid."

In order to be considered for a local business preference, **a bidder must include the Local Business Status Certification Form at the time of bid submittal.** Failure to submit this form at the time of bid submittal will result in the bidder being found ineligible for the local business preference for this solicitation.

GENERAL CONDITIONS
TABLE OF CONTENTS

Article No.		TITLE
		COVER
		TABLE OF CONTENTS
1.		DEFINITIONS
2.		PRELIMINARY MATTERS
	2.1	Delivery of Bonds and Insurance Certificates
	2.2	Copies of Documents
	2.3	Notice to Proceed
	2.4	Starting the Work
	2.5	Pre-Construction Conference
	2.6	Site Mobilization Meeting
	2.7	Progress Meeting
	2.8	Pre-Installation Meeting
	2.9	Finalizing Scheduling
	2.10	Submittals
3.		CONTRACT DOCUMENTS
	3.1	Intent
	3.2	References to Standards
	3.3	Review of Contract Documents
	3.4	Order of Preference
	3.5	Amending Contract Documents
	3.6	Reuse of Documents
4.		SITE OF WORK
	4.1	Availability of Lands
	4.2	Reports of Physical Conditions
	4.3	Physical Conditions – Underground Facilities
	4.4	Differing Site Conditions
	4.5	Reference Points
5.		BONDS AND INSURANCE
	5.1	Bonds
	5.2	Insurance
6.		CONTRACTOR'S RESPONSIBILITIES
	6.1	Contractor Status
	6.2	Contractor Risk
	6.3	Supervision and Superintendence
	6.4	Labor, Material and Equipment
	6.5	Concerning Subcontractors
	6.6	Patent, Fees and Royalties
	6.7	Permits, Laws and Regulations
	6.8	Taxes
	6.9	Record Documents/Right to Audit
	6.10	Safety, Protection and Emergencies
	6.11	Shop Drawings and Samples
	6.12	Site Clean-up
	6.13	Public Convenience and Safety
	6.14	Sanitary Provisions
	6.15	Indemnification
	6.16	Claims
	6.17	Responsibility for Connecting to Existing Work
	6.18	Work in Street, Highway or Other Rights-of-Way
	6.19	Cooperation with Governmental Departments, Public Utilities, Etc.
	6.20	Use of Premises
	6.21	Protection of Existing Property Improvements
	6.22	Temporary Heat
	6.23	Schedule
	6.24	Continuing the Work
	6.25	Contractor's General Warranty and Guarantee
	6.26	Deletion/Oversight/Misstatement
	6.27	Exceptions to Specifications
	6.28	Silence of Specifications
	6.29	Quality
	6.30	Conditions of Materials
	6.31	Disposal
	6.32	Occupational Safety and Health
	6.33	O.S.H.A.
	6.34	Conditions and Packaging
	6.35	Underwriters Laboratories
	6.36	Asbestos
	6.37	Closeout Submittals
	6.38	Temporary Barriers and Enclosures
	6.39	Environmental Controls
	6.40	Security Procedures
	6.41	Product Substitution Procedures
	6.42	Field Samples
7.		OTHER WORK
	7.1	Related Work on Site
	7.2	Coordination
8.		CITY'S RESPONSIBILITIES
	8.1	Communications
	8.2	Furnish Data
	8.3	Payments
	8.4	Lands, Easements, and Surveys
	8.5	Change Orders
	8.6	Suspension of WORK
	8.7	Estimated Dollar Value
	8.8	Quantities
	8.9	Additional Terms and Conditions
9.		CONSULTANT'S STATUS DURING CONSTRUCTION
	9.1	CITY'S Representative
	9.2	Visits to Site
	9.3	Project Representation
	9.4	Clarifications and Interpretations

Article No.		TITLE
	9.5	Measurements
	9.6	Rejecting Defective Work
	9.7	Shop Drawings, Change Orders, and Payments
	9.8	Determination for Unit Prices
	9.9	Decisions on Disputes
	9.10	Inspections and Testing
	9.11	Limitations on CONSULTANT
10.		CHANGES IN WORK
	10.1	Authorized Changes
	10.2	Unauthorized Changes
	10.3	Execution of Field Change Order/Change Order
11.		CHANGE OF CONTRACT PRICE
	11.1	General
	11.2	Cost of the WORK
	11.3	Contractor's Fee
	11.4	Cash Allowances
	11.5	Unit Price WORK
	11.6	Omitted WORK
12.		CHANGE OF CONTRACT TIME
	12.1	General
	12.2	Liquidated Damages
	12.3	Reimbursement of Consultant Expenses
13.		TEST AND INSPECTIONS: CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK
	13.1	Notice of Defects
	13.2	Access to WORK
	13.3	Tests and Inspections
	13.4	Uncovering WORK
	13.5	CITY May Stop the WORK
	13.6	Correction or Removal of Defective WORK
	13.7	One Year Correction Period
	13.8	Acceptance of Defective WORK
	13.9	CITY May Correct Defective WORK
14.		PAYMENTS TO CONTRACTOR AND COMPLETION
	14.1	Schedule of Values
	14.2	Unit Price Bid Schedule
	14.3	Application for Progress Payments
	14.4	Contractor's Warranty of Title
	14.5	Review of Applications for Progress Payment
	14.6	Substantial Completion
	14.7	Partial Utilization
	14.8	Final Inspection
	14.9	Final Application for Payment
	14.10	Final Payment for Acceptance
	14.11	Waiver of Claims
	14.12	Punchlist Procedures
	14.13	Reduction of Retainage Procedures

Article No.		TITLE
15.		SUSPENSION OF WORK AND TERMINATION
	15.1	CITY May Suspend WORK
	15.2	CITY May Terminate for Cause
	15.3	CITY May Terminate Without Cause
	15.4	Removal of Equipment
	15.5	Contractor May Stop WORK or Terminate
16.		DISPUTE RESOLUTION
	16.1	Good Faith Effort
	16.2	Mediation
17.		MISCELLANEOUS
	17.1	Giving Notice
	17.2	Computation of Time
	17.3	Notice of Claims
	17.4	Cumulative Remedies
	17.5	Accident and Prevention
	17.6	Florida Products and Labor
	17.7	Employees
	17.8	Non-Discrimination
	17.9	Drug-Free Workplace
	17.10	Public Entity Crimes
	17.11	Assignment
	17.12	Venue
	17.13	Funding Out
	17.14	CITY'S Purchasing Card
	17.15	Debarment
	17.16	Requirements for Personnel Entering CITY'S property
	17.17	Product Recall
	17.18	Rights to Bid Documents
	17.19	Severability
	17.20	Verification of Employment Status
	17.21	Abbreviations and Symbols

ARTICLE 1 – DEFINITIONS

Whenever used in the Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1 Acceptance: Written Acknowledgement by the CITY's Project Manager that the Work is fully complete in accordance with the Contract Documents.

1.2 Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding requirements of the Contract.

1.3 Application for Payment: The form accepted by the CONSULTANT which is to be used by CONTRACTOR to request progress payment and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4 Award Letter: The official written notice by the CITY to the apparent successful Bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated with the award letter, within the time specified, the CITY may enter into a Contract.

1.5 Bid: The offer of the BIDDER submitted on the prescribed form setting forth the prices of the Work.

1.6 Bidder: Any person, firm or corporation submitting a Bid for the Work directly to the CITY.

1.7 Bid Documents: Includes the Invitation to Bid, Instructions to Bidders, Bid Form, and proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

1.8 Bonds: Bid, performance and payment bonds and other instruments of security, furnished by the CONTRACTOR and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

1.9 Change Order: A written order to the CONTRACTOR executed by the CITY, CONSULTANT, and CONTRACTOR authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time that may be as a result of an emergency or unforeseen physical conditions which occur after execution of the Contract. Such change order shall be in accordance with para 9.4 "Clarifications and Interpretations" or orders minor changes in the Work in accordance with para. 10.1 "Authorized Changes in the Work".

1.10 CITY: The City of Boynton Beach, Florida, a municipal corporation, its authorized and legal representatives, the public entity with whom the CONTRACTOR has entered into the agreement and for whom the Work is to be provided. The term CITY will be used interchangeably with the term OWNER.

1.11 CITY's Representative: The person or persons designated by the CITY's Project Manager. The CITY's Project Manager may include the CONSULTANT.

1.12 Consultant: The person, firm or corporation named as such in the Contract Documents that acts as the CITY's authorized agent within the scope of work entrusted to them at the CITY.

1.13 Consultant's Representative: An authorized representative of the CONSULTANT assigned to observe the Work performed and materials furnished by the CONTRACTOR.

1.14 Contract: The written agreement between CITY and CONTRACTOR covering the Work to be performed. The term Contract will be used interchangeably with the term Agreement.

1.15 Conformed Contract Documents: Contract Documents which consolidate all bidding documents including all addenda which are incorporated by and signed and sealed by the CONSULTANT. The Conformed Contract Documents shall be used by the CONTRACTOR to create the Record Drawings for the Project.

1.16 Contract Documents: The Contract Documents establishing the rights and obligations of the parties and include the Contract, Contract/Bid, Addenda, CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the notice of award, when attached as an exhibit to the Contract, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, Special Conditions, and the Drawings as the same are more specifically identified in the Contract, together shall all Written Amendments, Change Orders, Field Change Orders (change orders as a result of Field changes), and CONSULTANT's written interpretations and clarifications issued on or after the Effective Date of the Contract. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format or text, data, graphics, and the like that may be furnished by CITY to CONTRACTOR are not Contract Documents.

1.17 Contract Price: The total monies payable by the CITY to the CONTRACTOR under the terms and conditions of the Contract Document.

1.18 Contract Time: The number or numbers of successive days or dates stated in the Contract Documents for the completion of the Work.

1.19 CONTRACTOR: The individual, partnership, corporation, joint venture, or other legal entity with whom the CITY has entered into the Contract to perform work to complete the project that is the subject of the Bid.

1.20 DAY: A calendar day of 24 hours measured from midnight to the next midnight.

1.21 Defective Work: Work that is unsatisfactory, faulty, or deficient, or that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents; or Work that has been damaged prior to the CONSULTANT's recommendation of final payment.

1.22 Drawings: The drawings, plans, maps, profiles, diagrams, and other graphic representations which show character, location, nature, extent and scope

of the Work, which have been prepared or approved by CONSULTANT and are included and/or referred to in the Contract Documents. Shop Drawings are not Drawings as defined in this paragraph.

1.23 Effective Date of the Contract: The date indicated in the Contract, but if no such date is indicated, it means the last date on which the Contract is signed by the last of all parties to execute the Contract.

1.24 Field Order: A written order issued by the CITY's Project Manager or the CONSULTANT which clarifies or interprets the Contract Documents. The Field Order shall not impact Contract Price or Contract Time.

1.25 General Requirements: See General Conditions and Section 1 of the Technical Specifications as Special Conditions.

1.26 Laws and Regulations; Laws or Regulations: Laws, rules, codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations, either federal, state or local.

1.27 Local Public Agency: Any public entity which has regulatory jurisdiction over any part of the Work during the construction project.

1.28 Notice to Proceed: The written notice issued by the CITY, or its agents, to the CONTRACTOR authorizing the CONTRACTOR to proceed with the Work and establishing the date of commencement of the Contract Time, and the date the Contract Work to be completed.

1.29 Partial Utilization: Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

1.30 Project: The total construction of which the Work to be provided under the Contract Documents.

1.31 Resident Project Representative: The authorized representative of the CONSULTANT who is assigned to the Site or any part thereof.

1.32 Responsible Bidder, Offeror, Quoter, or Respondent: An individual or business that has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to perform fully the Contract requirements, and the integrity and reliability which will give reasonable assurance of good faith and performance.

1.33 Responsive Bidder, Offeror, Quoter, or Respondent, Vendor, Contractor: an individual, or business that has submitted a bid, offer, proposal, quotation, or response, which conforms in all material respects to the solicitation, including but not limited to compliance with any W/MBE requirements contained within the solicitation.

1.34 Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by or for the CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents. Shop Drawings are not part of the Contract Documents and failure of the CONSULTANT or the CITY or any of its representatives to take exception to any product, material, system or installation depicted on Shop Drawings that are not in conformance with the requirements of the Contract Documents shall not constitute a Field Order or Change Order or any other modification of the Contract Documents, and shall not relieve the CONTRACTOR from complying with any portion of the Contract Documents.

1.35 Special Conditions: When included as part of the Contract Documents, Special Conditions refer only to the Work under this Contract. Special Conditions take precedence over the General Conditions.

1.36 Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards or workmanship as applied to the Work and certain administrative details applicable thereto.

1.37 Sub-Bidder: One who submits a Bid to a Bidder.

1.38 Sub-Contractor: An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other Sub-Contractor for the performance of a part of the Work at the Site.

1.39 Substantial Completion: For purposes of this Contract, and for compliance of those procedures, duties and obligations as set forth in Florida Statutes § 218.70 and § 218.735, the term Substantial Completion shall be as follows, in lieu of any other definition:

a. "Substantial Completion" is defined as the point where the CITY is able to enjoy beneficial occupancy of the WORK and where the Work has achieved that level of completion such that the CITY is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life safety and regulatory use; with the exception of incidental or incomplete items where a lack of completion of such incidental or incomplete items of Work shall adversely affect the complete operation of other areas of the Work.
b. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific as set forth in attached Special Conditions.
c. When the entire Project is considered to be Substantially Complete, this does not constitute Final Acceptance or Final Completion of the entire Project.

1.40 Successful Bidder: The lowest, qualified, responsible and responsive Bidder to whom the CITY (on the basis of the CITY's evaluation as hereinafter provided) makes an award.

1.41 Supplementary General Conditions: The part of the Contract Documents which amends or supplements these General Conditions.

1.42 Supplier: A manufacturer, fabricator, supplier, distributor, material man, or vendor.

1.43 Surety: The corporate body which is bound with the CONTRACTOR and which engages to be responsible for the CONTRACTOR and their acceptable performance of the Work.

1.44 Unbalanced Bids:

a. Mathematically Unbalanced Bid: a bid containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.
b. Materially Unbalanced Bid: a bid which generates a reasonable doubt that award to the Bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the CITY; or which is so mathematically unbalanced as to result in an advanced payment.

1.45 Unit Price Work: Work to be paid for on the basis of unit prices.

1.46 Utilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground or above ground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum, telephone, or other communications, cable television, water supply or distribution, sewage and drainage removal, traffic or other control systems.

1.47 Work: Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the successful Bidder/ CONTRACTOR under the Contract Documents, including all labor, materials, equipment, and other incidentals, and the furnished thereof.

1.48 Written Amendment: A written amendment of the Contract Documents, signed by the CITY and CONTRACTOR on or after the Effective Date of the Contract.

ARTICLE 2 – PRELIMINARY MATTERS

2.1 DELIVERY OF BONDS AND INSURANCE CERTIFICATES:

2.1.1 The CONTRACTOR shall deliver to the CITY such Bonds and Insurance Policies, Certificates or other documents as the CONTRACTOR may be required to furnish in accordance with the Contract Documents. The aforementioned documents must be submitted to the CITY prior to any work being performed.

2.2 COPIES OF DOCUMENTS:

2.2.1 The CITY shall furnish to CONTRACTOR ONE (1) copy (unless additional copies exist) of the Conformed Contract Documents for the execution of the Work. CONTRACTOR shall be responsible for procuring additional copies from the CONSULTANT.

2.3 NOTICE TO PROCEED:

2.3.1 The Contract Times shall commence to run on the date stated in the Notice to Proceed.

2.4 COMMENCEMENT THE WORK:

2.4.1 CONTRACTOR shall begin to perform the Work on the commencement date stated in the Notice to Proceed, but no Work shall be done at the Site prior to such commencement date.

2.4.2 CONTRACTOR's Review of the Contract Documents: Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to CONSULTANT any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from CONSULTANT before proceeding with any Work affected thereby.

2.5 PRE-CONSTRUCTION MEETING:

2.5.1 The CONTRACTOR is required to attend a preconstruction meeting within ten (10) days after the effective date of the Contract, but before any Work at the Site is started (unless otherwise specified in the Special Conditions). This meeting shall be attended by the CITY, CONSULTANT and others as appropriate in order to discuss the Work.

2.5.2 The CONTRACTOR's initial schedule for shop drawings submittals, obtaining permits and Plan of Operation and Critical Path Method (CPM) Schedule shall be reviewed and finalized. As a minimum, the CONTRACTOR's representatives should include its project manager and schedule expert. If the submittals are not finalized at the end of the meeting, additional meetings shall be held so that the submittals can be finalized prior to the submittal of the first Application for Payment. No Application for Payment shall be processed prior to receiving acceptable initial submittals from the CONTRACTOR.

2.5.3 CITY shall schedule pre-construction meeting.
2.5.3.1 Attendance Required: CITY's Project Manager, CONSULTANT, and CONTRACTOR/CM Project Manager and Superintendent.
2.5.3.2 Agenda: Distribution of Conformed Contract Documents, Confirmation based on prior submission (during Bid process) of the list of Subcontractors, list of Products, Project Safety Plan, Schedule of Values and Progress Schedule.
2.5.3.3 Designation of personnel representing the parties in Contract and the CONSULTANT.
2.5.3.4 Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal requests, Change Orders, and Contract close-out procedures.
2.5.3.5 Issuance of Notice to Proceed.
2.5.3.6 Copies of the Application for Payment, Change Order, Submittal Requirements/Record, Request for Information (RFI), Shutdown Request, Boynton Beach Department of Engineering Right-of-Way Permit Procedure and Project Sign format will be distributed.

2.6 SITE MOBILIZATION MEETING:

2.6.1 CITY will schedule a meeting at the Project Site prior to CONTRACTOR occupancy.

2.6.2 Attendance Required: CITY, CONSULTANT, Special Consultants, and CONTRACTOR, CONTRACTOR's superintendent, and major Sub-Contractors.

2.6.3 Agenda:

2.6.3.1 Use of premises by CITY and CONTRACTOR.
2.6.2.1 CITY's requirements and partial occupancy.
2.6.2.2 Construction facilities and controls provided by CITY.
2.6.2.3 Temporary utilities provided by the CITY.
2.6.2.4 Survey and building layout
2.6.2.5 Security and housekeeping procedures.
2.6.2.6 Schedules
2.6.2.7 Application for Payment Procedures
2.6.2.8 Procedures for testing
2.6.2.9 Procedures for maintaining record documents.
2.6.2.10 Requirements for start-up of equipment.
2.6.2.11 Inspection and acceptance of equipment put into service during construction period.
2.6.2.12 CONSULTANT shall record minutes and distribute copies within two (2) days after meeting to participants, with copies to all, participants including CONTRACTOR, and those affected by decisions made.

2.7 PROGRESS MEETINGS

2.7.1 Schedule and administer meetings throughout progress of the Work at maximum monthly intervals. Make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.

2.7.2 Attendance Required: Job superintendent, major Sub-Contractors and suppliers, CITY, CONSULTANT, as appropriate to agenda topics for each meeting.

2.7.3 Agenda:

2.7.3.1 Review minutes of previous meetings.
2.7.3.2 Review of work progress.
2.7.3.3 Field observations, problems and decisions.
2.7.3.4 Identification of problems that impeded planned progress.
2.7.3.5 Review of submittal, schedule and status of submittals.
2.7.3.6 Review of off-site fabrication and delivery schedules.
2.7.3.7 Maintenance of progress schedule.
2.7.3.8 Corrective measures to regain projected schedules.
2.7.3.9 Planned progress during succeeding work period.
2.7.3.10 Coordination of projected progress.
2.7.3.11 Maintenance and quality of work standards.
2.7.3.12 Effect of proposed changes on progress schedule and coordination.
2.7.3.13 Other business related to work.
2.7.3.14 Record minutes and distribute copies within two (2) days after meeting to participants, with copies to CONSULTANT, CITY, and those affected by decisions made.

2.8 PRE-INSTALLATION MEETING:

2.8.1 When required in individual specification section, convene a pre-installation meeting at the site prior to commencing work on the section.

2.8.2 Require attendance of parties directly affecting, or affected by, work of the specific section.

2.8.3 Notify CITY and CONSULTANT five (5) working days in advance of meeting date.

2.8.4 Prepare agenda and preside at meeting.

2.8.5 Review conditions of installation, preparation and installation procedures.

2.8.6 Review coordination with related work.

2.8.7 Record minutes and distribute copies within three (3) days after meeting to participants with copies to CONSULTANT, CITY and those affected by decisions made.

2.9 FINALIZING SCHEDULES:

2.9.1 Within ten (10) days of receiving the Notice to Proceed, the CONTRACTOR shall submit the final schedule approved by the CITY and CONSULTANT. The finalized progress schedule shall be acceptable to the CITY as providing an orderly progression of the Work to completion within the Contract Time. Such acceptance shall neither impose on the CITY's responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereof. The finalized schedule of Shop Drawing submissions shall be acceptable to the CITY as providing a workable arrangement for processing the submissions. The finalized Schedule of Values shall be acceptable to the CITY as to form and substance.

2.10 SUBMITTAL PROCEDURES:

2.10.1 SCOPE OF WORK: Administrative and procedural requirements for processing of submittals during construction process. Submittals may include the following:

a) Proposed Products Lists
b) Proposed Vendor List
c) Product Data
d) Shop Drawings
e) Samples
f) Design Data
g) Field Test Reporting
h) Quality Control Reporting
i) Certificates
j) Manufacturer's Installation, Handing and Storage Instructions
k) Manufacturer's Field Reports
l) Erection Drawings
m) Close-out Documents
n) Warranties
o) Scheduling of Work
p) Construction Progress Schedule
q) Submittals Schedule
r) Survey and Layout Data
s) Construction Progress Reporting
t) Periodic Work Observation
u) Photographic Documentation
v) Purchase Order Tracking
w) Operation and Maintenance Documentation

2.10.2 RELATED SECTIONS:

A. Payment Procedures
B. Project Coordination
C. References
D. Quality Control
E. Product Storage and Handling Requirements
F. Close-out Submittals

2.10.2.1 SEE 2.10.2 RELATED SECTIONS AND SUBMITTAL SECTIONS 2.10.1 FOR INDIVIDUAL SUBMITTAL PROCEDURES.

2.10.3 SUBMITTAL PROCEDURES - GENERAL

2.10.3.1 Submittal Procedures shall be in conformance with General Conditions of the Contract and as amended by the CITY.
2.10.3.2 Transmit each submittal with CITY's Standard Transmittal Form.
2.10.3.3 Sequentially number each transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
2.10.3.4 Identify project, CONTRACTOR, Sub-Contractor or supplier pertinent drawing and detail number, and specification section number, as appropriate.
2.10.3.5 Apply CONTRACTOR's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information are in accord with requirements of the Work and Contract Documents.
2.10.3.6 Schedule submittals to expedite the Project, and delivery to CONSULTANT and CITY at business address. Coordinate submission of related items.
2.10.3.7 For each submittal for review, allow fifteen (15) days including delivery time to and from the CONTRACTOR.
2.10.3.8 Identify variations from Contract Documents and product or system limitations, which may be detrimental to successful performance of the completed Work.
2.10.3.9 Provide space for CONTRACTOR and CONSULTANT review stamps.
2.10.3.10 When revised for resubmission, identify all changes made since previous submission.
2.10.3.11 Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
2.10.3.12 Submittals not requested will not be recognized or processed.

2.10.4 PRODUCT DATA

2.10.4.1 Product Data for Review:
2.10.4.1.1 Submit to CONSULTANT for review for purpose of checking for conformance with information given and design concept expressed in Contract Documents.
2.10.4.1.2 After review, provide copies and distribute per Submittal Procedures article above and for Record Documents purposes described in the Special Conditions 01740 "Project Documentation and Closeout."

2.10.4.2 Product Data for Project Information:
2.10.4.2.1 Submittal for CONSULTANT's knowledge as contract administrator for CITY.
2.10.4.3 Product Data for Project Close-out:
2.10.4.3.1 Submit for CITY's benefit during and after the project completion.

2.10.4.4 Submit required number of copies as per CONTRACTOR/CM, plus two (2) copies for CONSULTANT.

2.10.4.5 Mark each copy to identify applicable products, models, options and other data.

2.10.4.6 Supplement manufacturers' standard data to provide information unique to project.

2.10.4.7 Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

2.10.4.8 After review, distribute in accord with Submittal Procedures article above and provide copies for Record Documents described in the Special Conditions 01740 "Project Documentation and Closeout."

2.10.5 CONSTRUCTION SUBMITTALS

2.10.5.1 Submit one (1) copy of Building Permit, Site Permits, Environmental Permits, or other permits required for construction of work.

2.10.5.2 Submit Payment Applications to CONSULTANT for review for purpose of checking conformance with information given and design concept expressed in Contract Documents.

2.10.5.3 Certificates:
- 2.10.5.3.1 When specified, submit certification by manufacturer, installation/application Sub-Contractor, or CONTRACTOR to CONSULTANT, in quantities specified for Product Data.
- 2.10.5.3.2 Indicate material or Product conforms to or exceeding specified requirements.
- 2.10.5.3.3 Submit supporting reference date, affidavits, and certifications as appropriate.
- 2.10.5.3.4 Certificates may be recent or previous test results on material or Product, but must be acceptable to CONSULTANT.

2.10.5.4 Manufacturer's Instructions:
- 2.10.5.4.1 When specified, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to CONSULTANT for delivery to CITY in quantities specified for Product Data.
- 2.10.5.4.2 Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- 2.10.5.4.3 Refer to Quality Control and Warranty sections for quality assurance requirements.

2.10.5.5 Manufacturer's Field Reports:
- 2.10.5.5.1 Submit reports to CONSULTANT and CITY's Project Manager.
- 2.10.5.5.2 Submit report within ten (10) days of observation to CONSULTANT.
- 2.10.5.5.3 Submit for information for purpose of assessing conformance with information given and design concept expressed in Documents.

2.10.5.6 Erection Drawings:
- 2.10.5.6.1 Submit drawings to CONSULTANT and CITY's Project Manager.
- 2.10.5.6.2 Submit for information for purpose of assessing conformance with information given and design concept expressed in Documents.
- 2.10.5.6.3 Data indicating inappropriate or unacceptable work is subject to rejection by CONSULTANT or CITY.

ARTICLE 3 – USE OF CONTRACT DOCUMENTS

3.1 INTENT:

3.1.1 The Contract Documents comprise the entire agreement between the CITY and CONTRACTOR concerning the Work. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The Contract Documents shall be construed in accordance with the laws of the State of Florida with venue in Palm Beach County, Florida.

3.1.2 It is the intent of the Contract Documents to describe the Work, functionally complete, to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided whether or not specifically called for.

3.2 REFERENCE TO STANDARDS:

3.2.1 Reference to standard specifications, manuals or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties or responsibilities of the CITY, CONTRACTOR or CONSULTANT or any of their agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to CITY, CONSULTANT, or CONSULTANT's agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.

3.3 REVIEW OF CONTRACT DOCUMENTS:

3.3.1 The Contract Documents which comprise the Contract between the CITY and the CONTRACTOR are attached hereto and made part hereof and consist of the following:
- 3.3.1.1 The Purchase Order

3.3.1.2 Contractor's Bid and Bid Bonds
3.3.1.3 Bid Documents consisting of:
3.3.1.4 Invitation to Bid and Instructions to Bidders
3.3.1.5 General Conditions
3.3.1.6 Supplemental Conditions
3.3.1.7 Technical Specifications
3.3.1.8 All Plans
3.3.1.9 All Addenda
3.3.1.10 Recorded Public Construction Performance and Payment Bond in a form supplied by the CITY, which shall be provided to the CITY by the CONTRACTOR, along with the return of an executed Purchase Order. The CONTRACTOR shall be responsible for recording the Public Construction Bond.
3.3.1.11 Insurance Certificates shall be provided by the CONTRACTOR, along with the return of an executed copy of the Contract.
3.3.1.12 Any modifications, including change orders, duly delivered after execution of this Contract.
3.3.1.13 Executed Notice to Proceed

3.3.2 Except for duly authorized and executed Modifications including but not limited to change orders and contract amendments, any conflict between the terms and conditions of this Contact and the terms and conditions of any of the other Contract Documents shall be interpreted in favor of this Contract.

3.3.3 If, during the performance of the Work, CONTRACTOR finds a conflict, error, or discrepancy in the Contract Documents, the CONTRACTOR shall so notify the CONSULTANT, in writing, at once and before proceeding with the Work affected thereby, and shall obtain written interpretation or clarification except in an emergency as authorized in paragraph 6.13

3.4 ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS:

3.4.1 In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
1. Change Order
2. Construction Contract or Purchase Order.
3. Addenda, with later date having greater priority.
4. Bid Form
5. Special Conditions
6. Supplemental General Conditions
7. Invitation to Bid
8. Instructions to Bidders
9. General Conditions
10. Technical Specifications
11. Contract Drawings

The captions or subtitles of the several articles and divisions of these Contract Documents constitute no part of the context and hereof, but are only labels to assist in locating and reading the provisions hereof.
However, In the event of inconsistent or conflicting provisions of the Purchase Order or Contract and referenced documents, the following descending order of precedence shall prevail:
1. Specifications
2. Drawings
3. Special/Supplemental Conditions
4. General Conditions
5. Item Description.

3.4.2 With reference to Drawings, the order of precedence is as follows:
1. Figures govern over scaled dimensions.
2. Detail drawings govern over general drawings.
3. Addenda/Change Order drawings govern over any other drawings.
4. Drawings govern over standard drawings.

3.4.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 (Amending of Contract Documents), the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:
1. the provisions of any such standard, specifications, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
2. The provisions of any such Law or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).
3. No provision of any such standard, specifications, manual, code or instruction shall be effective to change the duties and responsibilities of CITY, CONTRACTOR or CONSULTANT, or any of their Sub-Contractors, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to CITY, CONSULTANTS or any of CONSULTANT's agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of para 9.11 (Limitations on Consultant) or any other provision of the Contract Documents.

3.5 AMENDING CONTRACT DOCUMENTS:

3.5.1 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof by a Change Order (pursuant to Article 10, Changes in Work).
3.5.2 Additionally, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.5.2.1 A Change Order (pursuant to paragraph 10, Changes in Work)
3.5.2.2 CONSULTANT's approval of a Shop Drawings or sample (pursuant to paragraph 6.11, Shop Drawings and Samples), or
3.5.2.3 CONSULTANT's written interpretation or clarification (pursuant to paragraph 9.4, Clarifications and Interpretations).

3.6 REUSE OF DOCUMENTS:

3.6.1 Neither CONTRACTOR nor any Sub-Contractor or Supplier or other persons or organizations performing or furnishing any of the Work under a direct or indirect contract with the CITY shall have or acquire any title to or ownership rights in any of the Contract Documents, drawings, Special Conditions or other documents used on the Work; and, they shall not reuse any of these on extensions of the Project or any other project without prior written consent of the CITY and CONSULTANT.

ARTICLE 4 – SITE OF WORK

4.1 AVAILABILITY OF LANDS:

4.1.1 The CITY shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed; rights-of-way and easements for access thereto and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities shall be obtained and paid for by the CITY, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands of rights-of-way provided. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities of storage of materials and equipment.

4.1.2 Occupying Private Land: The CONTRACTOR shall not enter upon nor use any property not under the control of the CITY until a written temporary construction easement agreement has been executed by the CONTRACTOR and the property owner, and a copy of such easement furnished to the CITY and CONSULTANT prior to said use; and neither the CITY nor the CONSULTANT shall be liable for any claims or damages resulting from the CONTRACTOR's trespass on or use of any such properties. The CONTRACTOR shall provide the CITY with a signed release from the property owner confirming that the lands have been satisfactorily restored upon completion of the Work.

4.1.3 Work in State, County and CITY Rights-of-Way and Easements: When the Work involves the installation of sanitary sewers, storm sewers, drains, water mains, manholes, underground structures, or other disturbances of existing features in or across streets, rights-of-way, easements, or other property; the CONTRACTOR shall (as the Work progresses) promptly back-fill, compact, grade and otherwise restore the disturbed area to a basic condition which shall permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the Site presents a neat appearance as part of the Contract.

4.1.4 Work Adjacent to Telephone, Power, Cable TV, and Gas Company Structures: In all cases where Work is to be performed near telephone, power, water, sewer, drainage, cable TV, or gas company facilities; the CONTRACTOR shall provide written notification to the respective companies of the areas of which Work is to be performed, prior to the actual performance of any Work in these areas.

4.1.5 Use of Public Streets: The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other vehicular and non-vehicular traffic. The CONTRACTOR shall remove any earth or excavated materials spilled from trucks and clean the streets to the satisfaction of the CITY, the CONSULTANT, the Florida Department of Transportation, or other agency or governmental entity having jurisdiction, as applicable.

4.2 REPORTS OF PHYSICAL CONDITIONS:

4.2.1 Subsurface Explorations: Where applicable, reference is made in the Special Conditions for identification of those reports of explorations and tests of subsurface conditions at the Site that have been utilized by CONSULTANT in preparation of the Contract Documents.

4.2.2 Existing Structures: Where applicable, reference is made to the Special Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3 herein) which are at or contiguous to the Site that have been utilized by CONSULTANT in preparation of the Contract Documents.

4.2.3 Neither the CITY nor CONSULTANT makes any interpretation as to the completeness of the reports or drawings referred to in paragraphs 4.2.1 "Subsurface Explorations" or 4.2.2 "Existing Structures" above or the accuracy of any data or information contained herein. CONTRACTOR may rely upon the general accuracy of the technical data contained in such reports and drawings but not for the completeness thereof for CONTRACTOR''s purposes including but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the CONTRACTOR and safety precautions and programs incident thereto. The CONTRACTOR may not rely upon any interpretation of such technical data, including any interpolation or extrapolation thereof, or any non-technical data, interpretations, and opinions contained therein.

4.2.4 Where the dimensions and location of existing structures are of importance to the installation or connection of new Work, the CONTRACTOR shall verify such dimensions and locations in the field before the fabrication of any materials or equipment which is dependent on the correctness of such information. There shall be no additional cost to the CITY for CONTRACTOR's failure to verify such dimensions and locations, or for inaccurate verifications by CONTRACTOR. CONTRACTOR shall bear the full cost of any modifications to the Work which result from subsurface conditions which result from subsurface conditions which could have been reasonably been discovered prior to commencement of the Work or a portion of the work.

4.3 PHYSICAL CONDITIONS – UNDERGROUND FACILITIES:

4.3.1 Indicated: The information and data indicated in the Contract Documents with respect to existing Underground Utilities at or contiguous to the Site is based on information and data furnished to the CITY or CONSULTANT by the owners of such Underground Facilities or by

others.

4.3.1.1 The CITY and CONSULTANT shall not be responsible for the accuracy or completeness of any such information or data, and

4.3.1.2 The CONTRACTOR shall notify the Underground Service Alert (USA) System, Phone No. 1-800-227-2600 and Sunshine State One Call Services (1-800-432-4770) at least forty-eight (48) hours in advance of the commencement of Work at any site to allow the member of utilities to examine the construction site and mark the location of the utilities' respective facilities.

4.3.1.3 The CONTRACTOR acknowledges that some (or all) of the utility companies with facilities shown on the drawings may not be members of the USA System or Sunshine State One Call Services; and therefore, not automatically contacted by the above referenced telephone number. The CONTRACTOR will be responsible for making themselves aware of utility company facilities not reported by the USA System or Sunshine State One Call Services, and shall be liable for any and all damages stemming from repair or delay costs or any other expenses resulting from the unanticipated discovery of underground utilities. The CONTRACTOR shall be responsible for notifying all of the utilities at least forty-eight (48) hours in advance of the commencement of Work at any site to allow the utilities to examine the construction site and mark the location of the utilities' respective facilities. The CONTRACTOR shall also be responsible for verifying that each utility has responsibly responded to such notification.

4.3.1.4 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data. Further, the CONTRACTOR shall be responsible for locating all Underground Facilities whether or not shown or indicated in Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.10, and repairing any damage thereto resulting from Work, the cost of all of which shall be considered as having been included in the Contract Price.

4.3.1.5 All water pipes, sanitary sewers, storm drains, force mains, gas mains, or other pipes, telephone or power cables or conduits, pipe or conduit casings, curbs, sidewalks, service lines, and all other obstructions, whether or not shown, shall be temporarily removed from or supported across utility line excavations. Where it is necessary to temporarily interrupt services, the CONTRACTOR shall notify both the CITY and occupant of such facilities five (5) calendar days before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the CONTRACTOR shall obtain permission from the CITY or occupant, or shall make suitable arrangements for their disconnection by the CITY or occupant. The CONTRACTOR shall be responsible for all damages to any such pipes, conduits or cables, and shall restore them to service promptly, as part of the Work, as soon as the Work has progressed past the point involved. Approximate locations of known water, sanitary, drainage, natural gas, power, telephone and cable TV installations along the route of new pipelines or in the vicinity of new Work are shown, but are to be verified in the field by the CONTRACTOR prior to performing the Work. The CONTRACTOR shall uncover these pipes, ducts, cables, etc. carefully by hand prior to installing their work. Any discrepancies or differences found shall be immediately brought to the attention of the CONSULTANT in order that necessary changes may be made to permit installation of the Work.

4.3.2 Not Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown, nor located by the facilities owner and which CONTRACTOR could not reasonably have been expected to be aware of; CONTRACTOR shall promptly, after becoming aware of thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.10), identify the owner of such Underground Facility and give written notice thereof to that owner, the CITY and CONSULTANT. The CONSULTANT shall promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility. The Contract Documents shall be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.13.

4.4 DIFFERING SITE CONDITIONS

4.4.1 The CONTRACTOR shall notify the CONSULTANT in writing, of the following unforeseen conditions, hereinafter called differing Site conditions, within twenty-four (24) hours upon their discovery (but in no event later than seven (7) days after their discovery) and before they are disturbed:

4.4.1.1 Subsurface or latent physical conditions at the Site of Work differing materially from those indicated, described, or delineated in the Contract Documents, including those reports discussed in paragraph 4.2 and 4.3 (Physical Conditions, Underground Facilities), and

4.4.1.2 Any unknown physical conditions at the Site of the Work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents including those reports and documents discussed in paragraph 4.2 and 4.3

4.4.2 CONSULTANT shall promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto, and advise the CITY in writing (with a copy to the CONTRACTOR) of CONSULTANT's findings and conclusions.

4.4.3 If CONSULTANT concludes that because of newly discovered conditions a change in the Contract Documents is required, a Change Order shall be issued as provided in Article 10 (Changes in Work) to reflect and document the consequences of the difference.

4.4.4 In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, shall be allowable to the extent that they are attributable to any such inaccuracy or difference. No such change shall occur if the differing site conditions could reasonably have been discovered by CONTRACTOR prior to commencement of Work, or a portion of the Work, through the subsurface explorations described in Sections 4.2 and 4.3. If the CITY and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Article 11 (Change of Contract Price) and Article 12 (Change of Contract Time).

4.4.5 The CONTRACTOR's failure to give notice of differing Site conditions within twenty-four (24) hours or no later than seven (7) days of their discovery and before they are disturbed, shall constitute a waiver of all claims in connection therewith, whether direct or consequential in nature.

4.5 REFERENCE POINTS:

4.5.1 The CITY shall provide, if available, engineering surveys to establish reference points for construction, which in CONSULTANT's judgment are necessary to enable CONTRACTOR to proceed with the Work.

4.5.2 CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the CITY. The CONTRACTOR shall report to the CONSULTANT whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 – BONDS AND INSURANCE

5.1.1 CONTRACTOR shall upon delivery of the executed Contract or receipt of Award letter from the CITY, furnish Performance and Payment Bonds, each in an amount at least ONE HUNDRED PRECENT (100%) of the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. Said bonds must be provided to the CITY within ten (10) business days of the Award Letter or delivery of a Purchase Order or contract to the CONTRACTOR to execute and return to the CITY; or the CITY, at its sole discretion and option may terminate the contract. These bonds shall remain in effect at least until one (1) year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Special Conditions. Each Bond shall be furnished in an amount equal to ONE HUNDRED PERCENT (100%) of the amount of the Contract award. The form and conditions of the Bond and the Surety shall be as specified and supplied by the CITY in the Bid Documents.

5.1.2 The Surety shall be a nationally recognized Surety Company, acceptable to the CITY, listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations vs Treasury Department, and meet other requirements of Section 287.0935 Florida Statutes.

For projects exceeding five hundred thousand dollars ($500,000), all bonds shall be placed with sureties with Best Ratings as stated below:

The name, address, and telephone number of the surety and its agent must be listed on the bond.

5.1.3 For contracts up to $499,999.99, the surety shall have twice the minimum surplus and capital required by the Florida Insurance Code at the time the Bid is issued for the Work, otherwise the surety shall have the minimum ratings:

CONTRACT AMOUNT		BEST KEY RATING
Under $500,000		Class IX A or better
$500,000 $2,499,999.99	to	Class XI A or better
Over $2,500,000		Class XIV A or better

5.1.4 The Bond shall specifically incorporate and acknowledge the Surety's responsibility for liquidated damages.

5.1.5 Bonds shall be executed and issued by a registered agent, licensed and having an office in the State of Florida representing such corporate sureties.

5.1.6 If the CONTRACTOR is a partnership, the Bond shall be signed by each of the individuals who are partners; if a corporation, the Bond shall be signed in the correct corporate name by duly authorized officer, agent, or attorney-in-fact. There shall be an appropriate number of executed counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond shall be accompanied by a) appropriate acknowledgement of the respective parties; b) appropriate duly certified copy of Power-of-Attorney or other certification of authority where Bond is executed by agent, officer or other representative of CONTRACTOR or Surety; c) duly certified extract from by-laws or resolutions of Surety under which Power-of-Attorney, or other certificate of Authority of its agent, officer or representative was issued.

5.1.7 If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent, or its right to do business is terminated in the state of Florida or it ceases to meet the requirements of paragraph 5.1.3 and 5.1.4, CONTRACTOR shall within five (5) days thereafter substitute another Bond and Surety, both of which must be in conformance with paragraph 5.1.3 and 5.1.4. Under no circumstances shall the successful CONTRACTOR begin Work until they have supplied to the CITY Performance and Payment Bonds and Affidavit for Bond using the CITY's form, and the CITY has approved the Bond.

5.1.8 The Bonds must be recorded in the Legal Records Department of Palm Beach County, Florida. Proof of recordation must be submitted to Procurement Services Division. The Bond number must be stated on the first page of the Bond.

5.2 INSURANCE:

5.2.1 The CONTRACTOR agrees to, in the performance of Work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement that are applicable to the CONTRACTOR, its employees, agents, or Sub-Contractors, if any, with respect to the Work and services described herein. The CONTRACTOR shall obtain at CONTRACTOR's expense all necessary insurance in such form and amount as required by the CITY's Risk Management Department before beginning work under this Agreement. The CONTRACTOR shall maintain such insurance in full force and effect during the life of this Agreement. The CONTRACTOR shall provide to the CITY's Risk Management Department, all insurance certificates required under this section prior to beginning any work under this Agreement. The CONTRACTOR shall indemnify and save the CITY harmless from any damage resulting to it for failure to either CONTRACTOR or any Sub-Contractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the CONTRACTOR agrees to maintain during the term of this Contract, unless otherwise stated:

	Occurrence	Aggregate
Line of Business/Coverage Commercial General Liability, including: Premises/Operations Contractual Liability Personal Injury Explosion, Collapse, Underground Hazard Products/Completed Operations Broad Form Property Damage Cross Liability and Severability of Interest Clause	$1,000,000	$2,000,000
Automobile Liability (including owned, non-owned, and hired)	$1,000,000	$2,000,000
Worker's Compensation & Employer's Liability - Statutory Limits: $500,000 per each disease $500,000 per each accident and $500,000 each employee		

5.2.2 The CITY reserves the right to require higher limits depending upon the scope of work under this Agreement.

5.2.3 Neither the CONTRACTOR nor any Sub-Contractor shall commence work under this Contract until they have obtained all insurance required under this section and have supplied the CITY with evidence of such coverage in the form of an insurance certificate and endorsement. The CONTRACTOR shall ensure that all Sub-Contractors shall comply with the above guidelines and shall maintain the necessary coverage throughout the term of this Agreement. In the CITY's sole discretion, CONTRACTOR's failure to timely secure all required insurance shall void this Agreement and the Bid Award and the CITY may select and contract with another reasonable Bidder.

5.2.4 All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier shall give the CITY sixty (60) days notice prior to cancellation.

5.2.5 The CONTRACTOR's general liability insurance policies shall be endorsed to add the CITY of Boynton Beach, its employees, representatives and elected officials as an "additional insured". The CONTRACTOR's Worker's Compensation carrier shall provide a Waiver of Subrogation to the CITY. The CONTRACTOR shall be responsible for the payment of all deductibles and self-insured retentions.

5.2.6 The CITY may require that the CONTRACTOR purchase a contract or performance bond equal to the cost of the Project. If the CONTRACTOR is to provide professional services under this Agreement, the CONTRACTOR must provide the CITY with evidence of Professional Liability Insurance with, at a minimum, a limit of $1,000,000 per occurrence and $2,000,000 in the aggregate. "Claims-Made" forms are acceptable for Professional Liability Insurance.

5.2.7 The CITY may require higher limits for Professional Liability Insurance depending on the size of the project. In any event, the Bidder shall maintain such Professional Liability Insurance in effect for three (3) years after the completion of the Project.

5.2.8 If any operations are to be undertaken or are about navigable waters, the CITY will require coverage included with the Worker's Compensation Insurance, the U.S. Longshoremen and Harbor Workers Act and/or Jones Act.

5.2.9 Should the CITY require the Bidder to carry Builder's Risk Insurance for the Project, it must be in the amount equal to the full replacement cost of the Project.

5.2.10 Fulfillment by the Bidder of the insurance provisions does *not* limit the Bidder's liability to the amount of the policy limits.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.1 CONTRACTOR STATUS:

6.1.1 The CONTRACTOR is an independent contractor and is not an employee or agent of the CITY. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the CITY and the CONTRACTOR, its employees, agents, Sub-Contractors, or assigns, during or after the performance of this Contract. The CONTRACTOR shall take the whole responsibility for the means, methods, techniques, sequences, and production of the Work.

6.2 CONTRACTOR RISK:

6.2.1 The CONTRACTOR shall bear all losses resulting to CONTRACTOR, on account of the amount or character of the Work, or because of the nature of the ground beneath, in or on which the Work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in their or its bid on the Contract Price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever. Execution of this Contract by the CONTRACTOR is a representation that the CONTRACTOR has visited the Site, has conducted sufficient investigation of the surface and sub-surface conditions in order to submit its bid, has become familiar with the local conditions under which the Work is to be performed, and correlated personal observations with the requirements of the Contract Documents.

6.2.2 The CONTRACTOR shall protect the entire Work, all materials under the Contract and the CITY's property (including machinery and

equipment) in, or on, or adjacent to the Site of the Work until final completion of Work, from action of the elements, acts of other contractors, or except as otherwise provided in the Contract Documents, and from any other causes whatsoever; should any damage occur by reason of any of the foregoing, the CONTRACTOR shall repair at their own expense to the satisfaction of the CITY or its Project Manager. Neither the CITY, nor its officers, employees, or agents assume any responsibility for collection of indemnities or damages from any person or persons causing injury to the Work of the CONTRACTOR.

6.2.3 At its expense, the CONTRACTOR shall take all necessary precautions (including without limitation) the furnishing of guards, fences, warning signs, walks, flags, cables and lights for the safety of and the prevention of injury, loss and damage to persons and property. The term "persons" includes without limitations, members of the public, the CITY and its employees and agents, the Project Manager and his/her employees, CONTRACTOR's employees, CONTRACTOR''s Sub-Contractors and Sub-Contractors respective employees, who are on or about or adjacent to the premises where said Work is to be performed. CONTRACTOR shall comply with all applicable provisions of safety laws, rules, ordinances, regulations and orders of duly constituted federal, state, and local authorities and building codes.

6.2.4 The CONTRACTOR assumes all risk of loss, damage and destruction to all of its materials, tools, appliances and property of every description and that of its Sub-Contractors and Sub-Contractor's respective employees or agents, and injury to or death of the CONTRACTOR, its employees, Sub-Contractors or Sub-Contractor's respective employees or agents, including legal fees, court costs or other legal expenses, arising out of or in connection with the performance of this Contract.

6.3 SUPERVISION AND SUPERINTENDENCE:

6.3.1 The CONTRACTOR shall supervise and direct the Work. It shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR shall employ and maintain at the Worksite(s), a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as its CONTRACTOR's representative at the Site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the Site at all times as required to perform adequate supervision and coordination of the Work. (Copies of written communications given to the superintendent shall be mailed to the CONTRACTOR's home office). CONTRACTOR shall notify the CITY in writing of the name, title and contact information for the designated supervisor/superintendent.

6.4 LABOR, MATERIALS AND EQUIPMENT:

6.4.1 The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. They shall at all times maintain good discipline and order at the Site. Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the Site shall be performed during regular working hours as defined in the Special Conditions herein, and CONTRACTOR shall not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday observed by the CITY, without the CITY's Project Manager's written consent.

6.4.2 Materials and Equipment: The CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work. All material stored on the job site shall remain the responsibility of the CONTRACTOR until incorporated in the Work. The CITY shall not reimburse the CONTRACTOR for materials lost, stolen, or damaged while stored on the job site.

6.4.3 Condition of Materials: All materials and equipment shall be new. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the Site in their original packages or container with seals unbroken and labels intact.

6.4.4 Installation/Assembly: All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise provided in the Contract Documents.

6.4.5 Materials, Equipment, Products and Substitutions: CONTRACTOR shall verify that materials, equipment, and products incorporated in the Work are fit for their intended purpose before being purchased by the CONTRACTOR. However, the CONTRACTOR shall submit to the CONSULTANT and the CITY's Project Manager a list of proposed materials, equipment or products, together with such samples considered substitutes as may be necessary to determine their acceptability and obtain approval, pursuant to Section 32, Instruction to Bidders if prior to award, or after award, within ten (10) calendar days after the CONTRACTOR should have been aware of the need for substitution, unless otherwise stipulated in the Special Conditions. No request for payment for "or equal" equipment shall be approved until this list has been received and approved by the CONSULTANT. The CITY may require the CONTRACTOR to furnish at CONTRACTOR's expense, a special performance guarantee or other surety with respect to any substitute.

6.4.5.1 Whenever a material, article, or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements, and that other products of equal capacities, quality and function may be considered. The CONTRACTOR may request the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number and if, the opinion of the CONSULTANT and CITY, such material, article, or piece of equipment is of equal substance and function to that specified, the CONSULTANT with concurrence of the CITY's Project Manager may approve its substitution and use by the CONTRACTOR.

6.4.5.2 The application shall state that the evaluation and acceptance of the proposed substitute shall not prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work shall require a change in any of the Contract Documents (or in the provisions of any other direct contract with the CITY for Work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair, and replacement service shall be indicated.

6.4.5.3 The application shall also contain itemized estimate of all costs and cost savings that shall result directly or indirectly from

acceptance of such substitute, including costs or redesign and claims of other contractors affected by CONSULTANT in evaluating the proposed substitute. CONSULTANT may require CONTRACTOR to furnish at CONTRACTOR's expense, additional data about the proposed substitute.

6.4.5.4 Incidental changes or extra component parts required to accommodate the substitute shall be made by the CONTRACTOR without an increase in the Contract Price or Contract Time. The CONTRACTOR shall reimburse the CITY for charges of the CONSULTANT and CONSULTANT'S consultants for evaluating each proposed substitution. These costs shall include transportation, to operating installation at factories, etc.

6.4.5.5 No substitute shall be ordered or installed without the written approval of the CONSULTANT with the CITY's Project Manager's concurrence.

6.4.5.6 Delay caused by obtaining approvals for substitute materials or installations shall be attributable to CONTRACTOR and shall not be considered justifiable grounds for an extension of construction time.

6.4.5.7 Should any work or materials, equipment or products not conform with requirements of the Drawings and Specifications or become damaged during the progress of the Work, such Work or materials shall be removed and replaced, together with any work disarranged by such alterations, at any time before completion and acceptance of the Project. All such work shall be done at the expense of the CONTRACTOR.

6.4.5.8 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any Sub-Contractor subject to any chattel mortgage or under conditional sale or other agreement by which an interest is retained by the Seller. The CONTRACTOR warrants that it has clear title to all materials and supplies used by them in the Work.

6.4.5.9 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction, if applicable, to the CITY and CONSULTANT, if CONTRACTOR submits sufficient information to allow CITY and CONSULTANT to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the CITY and CONSULTANT shall be similar to that provided in paragraph 6.4.5.1 (Materials, Equipment, Products and Substitutions, par. 2) as applied by CONSULTANT and as may be supplemented in the Special Conditions.

6.4.5.10 Any two (2) or more pieces of material or equipment of the same kind, type or classification, and being used for identical types of service, shall be made by the same manufacturer.

6.5 CONCERNING SUBCONTRACTORS:

6.5.1 The CONTRACTOR shall not employ any sub-contractor, other persons or organization (whether initially or as a substitute) against whom the CITY or the CONSULTANT may have reasonable objection, nor shall the CONTRACTOR be required to employ any sub-contractor against whom it has reasonable objection. The CONTRACTOR shall not make any substitution for any sub-contractor who has been accepted by the CITY's Project Manager and the CONSULTANT, unless the CONSULTANT determines that there is good cause for doing so. If after bid opening and prior to the award of the Contract, the CITY objects to certain suppliers or sub-contractors, the CITY may permit CONTRACTOR to submit an acceptable substitute so long as there is no change in the Contract Price or Contract Time. If the Contract Price or Contract Time is increased or extended, the CITY may return the Bid Bond and award the Contract to the next qualified, competent Bidder. If after the award of the Contract, the CITY objects to certain suppliers or sub-contractors, the CITY shall permit CONTRACTOR to make an appropriate and acceptable substitution which is also acceptable to the CITY. No acceptance by the CITY or the CONSULTANT of any such sub-contractor, supplier, or other person or organization shall constitute a waiver of any right of the CITY or CONSULTANT to reject *defective* Work.

6.5.2 Responsibility: The CONTRACTOR shall be fully responsible for all acts and omissions of its Sub-Contractors and of persons and organizations directly or indirectly employed by the CONTRACTOR and of persons and organizations for whose acts any of CONTRACTOR or Sub-Contractor may be liable to the same extent that they are responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between CITY or CONSULTANT and any Sub-Contractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of CITY or CONSULTANT to pay or to see to the payment of any moneys due any sub-contractor or other person or organization, except as may otherwise be required by law. CITY or CONSULTANT may furnish to any sub-contractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account on specific Work done in accordance with the Schedule of Values.

6.5.3 Division of Work: The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among sub-contractors or delineating the Work to be performed by any specific trade.

6.5.4 Terms and Conditions: The CONTRACTOR agrees to bind specifically every sub-contractor to the applicable terms and conditions of the Contract Documents for the benefit of the CITY.

6.5.5 Agreement: Any and all Work performed for the CONTRACTOR by a sub-contractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the sub-contractor.

6.5.6 Responsibility: The CONTRACTOR shall be responsible for the coordination of the trades, sub-contractors and material men engaged upon in work of the Project...

6.5.7 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work, to bid sub-contractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of sub-contractors, and to give the CONTRACTOR the same power as regards terminating any sub-contract that the CITY may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.5.8 The CITY or CONSULTANT shall not undertake to settle any differences between the CONTRACTOR and his sub-contractors or between sub-contractors.

6.5.9 If in the opinion of the CITY's Project Manager or CONSULTANT, any subcontractor on the Project proves to be incompetent or otherwise unsatisfactory; such Sub-Contractor shall be replaced if and when directed in writing.

6.5.10 CONTRACTOR shall also:

6.5.10.1 Observe work of each subcontractor to monitor compliance with Schedule.

6.5.10.2 Verify that labor and equipment are adequate for the Work and the Schedule.

6.5.10.3 Verify that product procurement schedules are adequate.

6.5.10.4 Verify that product deliveries are adequate to maintain schedule.

6.5.10.5 Report non-compliance to CONSULTANT with recommendation for changes.

6.6 PATENTS, FEES AND ROYALTIES:

6.6.1 The CONTRACTOR shall pay all license fees and royalties and assume all cost incidents to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. They shall indemnify and hold harmless the CITY and CONSULTANT and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

6.6.2 Patent rights: The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, they shall not be responsible for such determination on systems which do not involve purchase by them of materials, appliances and articles.

6.7 PERMITS, LAWS AND REGULATIONS:

6.7.1 Permits: The CONTRACTOR shall secure and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of its Bid. The CITY shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CITY shall be invoiced at actual cost without markup.

6.7.2 The CONTRACTOR shall also pay all public utility charges. The CONTRACTOR shall be responsible for obtaining dewatering permits as required. CONTRACTOR shall be responsible for complying with the South Florida Water Management District (SFWMD), Florida Department of Environmental Regulations, United States Environmental Protection Agency and any other regulatory agency requirements including financial responsibility (fines, etc).

6.7.3 Laws and Regulations: The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, they shall give the CONSULTANT prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the CONSULTANT, they shall bear all costs arising therefrom; however, is shall not be their primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

6.8 TAXES:

6.8.1 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

6.9 RECORD DOCUMENTS/RIGHT TO AUDIT:

6.9.1 The CONTRACTOR shall keep in a safe place one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. Such documents shall be available to the CONSULTANT and shall be delivered to the CONSULTANT for the CITY upon completion of the Project. Such documents shall be used for this purpose only. Final acceptance of the project shall be withheld by the CITY until approval of all documents specified herein is made by the CITY's Project Manager.

6.9.2 The awarded CONTRACTOR shall maintain during the term of the Contract all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract. The form of all records and reports shall be subject to the approval of the CITY's auditor. The awarded CONTRACTOR agrees to make available to the CITY's auditor, during normal business hours, all books of account, reports, and records relating to this Contract for the duration of the Contract and retain them for a minimum period of three (3) years.

6.9.3 The awarded CONTRACTOR shall be aware that the Palm Beach County, Office of Inspector General investigators shall have the power without limitation to audit, investigate, monitor, inspect and review the operations, activities, performance and procurement process of the CONTRACTOR, its Sub-Contractors and lower tier subcontractors and its officers, agents and employees relating to the Contract.

6.9.4 If the CONTRACTOR submits a claim to the CITY for additional compensation, the CITY shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled to audit the CONTRACTOR's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR's plants, or such parts thereof, as may be or have been engaged in the performance of the Work. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon all Sub-Contractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the CITY deems desirable during the CONTRACTOR's normal business hours at the office of the CONTRACTOR. Upon request by the CITY, CONTRACTOR shall provide the accounting records and documents, and other financial data and shall submit true copies of requested records to the CITY.

6.10 SAFETY, PROTECTION AND EMERGENCIES:

6.10.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the

Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.10.1.1 All employees on the Work and other persons, who may be affected thereby,

6.10.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Site, and

6.10.1.3 Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

6.10.2 CONTRACTOR shall comply with all applicable laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss on or off the Work and shall erect and maintain all necessary safeguards for such safety and protection.

6.10.3 CONTRACTOR shall notify owner of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

6.10.4 All damage, injury or loss to any property referred to in paragraph 6.10.1.2 or 6.10.1.3 caused directly or indirectly, in whole or in part, by CONTRACTOR, any Sub-Contractor, Supplier or any other person or organization directly or indirectly employed by any such entity to perform or furnish any of the Work for anyone for whose acts may be liable, shall be remedied by CONTRACTOR. CONTRACTOR shall not be liable for acts or omissions attributable to the CITY or CONSULTANT.

6.10.5 CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and CONSULTANT has issued a notice to the CITY and CONTRACTOR in accordance with paragraph 14.6 (Substantial Completion) that the Work is acceptable or until any and all final "punch list" items are completed, whichever is later.

6.10.6 The safety provisions of applicable laws and building and construction codes shall be observed and the CONTRACTOR shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable laws.

6.10.7 The CONTRACTOR shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from Work, arising out of an and in the course of employment on Work under the Contract. The CONTRACTOR shall promptly furnish the reports concerning these matters to the appropriate Local Public Agency within forty-eight (48) hours of the event or as per specific timeframe specified by such Local Public Agency.

6.10.8 SAFETY REPRESENTATIVE: CONTRACTOR shall designate a responsible representative at the Site whose duty shall be prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to the CITY.

6.10.9 HAZARD COMMUNICATION PROGRAMS: CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employees at the Site in accordance with Laws and Regulations.

6.10.10 SUPERINTENDENT: The CONTRACTOR shall designate a responsible member of their organization at the Site whose duty shall be prevention of accidents. This person shall be the CONTRACTOR's superintendent unless otherwise designated in writing by the CONTRACTOR to the CITY's Project Manager.

6.10.11 EMERGENCIES: In emergencies affecting the safety of the persons or the Work or property of the Site or adjacent thereto, the CONTRACTOR, without special inspection or authorization from the CONSULTANT or the CITY's Project Manager is obligated to act, at its discretion, to prevent damage, injury or loss.

6.10.12 CONTRACTOR shall give CITY's Project Manager and CONSULTANT prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If CONSULTANT determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations.

6.10.13 During adverse weather, and against the possibility thereof, the CONTRACTOR shall take all necessary precautions to ensure that the Work shall be done in a good and workmanlike condition and is satisfactory in all respects. When required, protection shall be provided by the use of tarpaulins, wood and other acceptable means. The CONTRACTOR shall be responsible for all changes caused by adverse weather, including unusually high winds and water levels and they shall take such precautions and procure such additional insurance as they deem prudent. The CONSULTANT may suspend construction operations at any time when in their judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather or water level conditions may be, in any season.

6.10.14 If the CONTRACTOR believes that additional work done by them in an emergency which arose from causes beyond their control entitles them to an increase in the Contract Price or an extension of the Contract Time, they may make a claim therefor as provided in Article 11 (Change in Contract Price) and Article 12, (Change in Contract Time).

6.10.15 NATIONAL EMERGENCY: In the event the CITY is prevented from proceeding with any or all of the Work as stated in the Contract due to a declaration of war, or national emergency by the United States government, whereas the construction of the type contracted for herein is specifically prohibited by statute or government edict, or due to the stoppage of construction caused by any governmental agency, state, CITY, town, or county regulations, orders, restrictions, or due to circumstances beyond the CITY's control; then the CITY herein reserves the right to either suspend the Work to be done for an indefinite period of time or to cancel this Contract outright by giving notice by registered mail of such intention to the CONTRACTOR herein. In the event of any conditions above mentioned occurring after the Work herein has already commenced, then the CITY shall be liable for only the cancellation or suspension without the addition of prospective profits or other change whatsoever.

6.11 SHOP DRAWINGS AND SAMPLES:

6.11.1 Shop Drawings: After checking and verifying all field measurements, the CONTRACTOR shall submit to the CONSULTANT and the CITY's Project Manager for review in accordance with the accepted schedule of Shop Drawing submissions, (see paragraph 2.9) copies (or at the CONSULTANT's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR. The data shown on the Shop Drawings shall be complete with respect to dimensions, design criteria, materials of construction and the like to enable the CONSULTANT to review the information as required.

Shop Drawings shall include but not be limited to the following information:

6.11.1.1 Fabrication and Installation Drawings and details
6.11.1.2 Template placement diagrams
6.11.1.3 Manufacturer's installation instructions
6.11.1.4 Product patterns and colors
6.11.1.5 Coordination Drawings
6.11.1.6 Schedules
6.11.1.7 Product mix formula
6.11.1.8 Product design or engineering calculations
6.11.1.9 Other information as required by project

After review, produce copies and distribute per Submittal Procedures article above and for Record Documents purposes described in Section 6.37 Closeout Submittals. Submit to CONSULTANT for purpose of checking conformance with information given and design concept and on to the CITY's Project Manager.

6.11.2 SAMPLES: The CONTRACTOR shall also submit to the CONSULTANT for review, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples must have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalogue numbers and the use for which intended.

CONTRACTOR shall submit to CONSULTANT for purpose of checking conformance with information given and design concept expressed in the documents.

After review, CONSULTANT shall submit color board to CITY's Project Manager per Submittal Procedures. Samples shall also conform to the following:

6.11.2.1 Sample finishes and colors shall be from full range or manufacturers' standard and colors, textures, and patterns for CONSULTANT's selection and preparation of color board for CITY's approval.
6.11.2.2 After review and approval by the CITY, provide duplicates and distribute per Submittal Procedures.
6.11.2.3 Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
6.11.2.4 Include identification on each sample with full project information.
6.11.2.5 Submit number of samples specified in specifications, one of which CONSULTANT shall retain. Reviewed samples may be used in Work, if indicated.

6.11.3 DEVIATIONS: At the time of each submission, the CONTRACTOR shall, in writing, call the CONSULTANT's attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.11.4 CONFORMANCE REVIEW: The CONSULTANT shall review within fifteen (15) days or as extended by CITY; Shop Drawings and samples, but their review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such shall not indicate review of the assembly in which the item functions. The CONTRACTOR shall make any corrections required by the CONSULTANT at the CONTRACTOR's expense and shall return the required number of corrected copies of Shop Drawings and resubmit new samples until the review is satisfactory to the CONSULTANT. The CONTRACTOR shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the CONSULTANT on previous submissions. The CONTRACTOR's stamp of approval on any Shop Drawings or sample shall constitute a representation to the CITY and the CONSULTANT that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or they assume full responsibility for doing so, and that they have reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Documents. Shop Drawings submitted without the CONTRACTOR's stamp or specific written indication shall be returned without action. Shop Drawings and submittal data shall be reviewed two times, thereafter all further review time shall be charged to the CONTRACTOR.

6.11.5 APPROVAL: No work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed and approved by the CONSULTANT. A copy of each Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the CONSULTANT.

6.11.6 SPECIFIC DEVIATIONS: The CONSULTANT's review of Shop Drawings or samples shall not relieve the CONTRACTOR from their responsibility for any deviations from the requirements of the Contract Documents unless the CONTRACTOR has in writing, called the CONSULTANT's attention to such deviation at the time of submission and the CONSULTANT has given written approval to the specific deviation, nor shall any review by the CONSULTANT relieve the CONTRACTOR from responsibility for errors or omission in the Shop Drawings.

6.11.7 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to CONSULTANT's review and acceptance of the pertinent submission shall be at the sole expense and responsibility of the CONTRACTOR.

6.12 SITE CLEAN UP:

6.12.1 SITE: The CONTRACTOR shall clean up behind the Work as much as is reasonably possible as the Work progresses. Upon completion of the Work, and before acceptance of and final payment for the Project by the CITY, the CONTRACTOR shall remove all their

surplus and discarded, and excavated materials, and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall clean all portion of Work involved in any building under this Contract, so that no further cleaning by the CITY is necessary prior to their occupancy; shall restore all property, both public and private, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.12.2 BUILDING CLEAN-UP: Clean-up operations shall consistently be carried on by the CONTRACTOR at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the Work, they shall remove all rubbish, tools, scaffolding, surplus materials, etc., from the building and shall leave their work "broom clean" or the like, unless specified elsewhere in the Contract. The CONTRACTOR shall do the following special cleaning for all trades upon completion of the Work:

6.12.2.1 Remove putty stains and paint from and wash and polish all glass. Do not scratch or otherwise damage glass.
6.12.2.2 Remove all marks, stains, fingerprints and other soil and dirt from painted, stained and decorated work.
6.12.2.3 Remove all temporary protections and clean and polish floors.
6.12.2.4 Clean and polish all hardware for all trades; this shall include removal of all stains, dust, dirt, paint, etc.
6.12.2.5 General: In case of dispute, the CITY may remove the rubbish and charge the cost to the CONTRACTOR.

6.13 PUBLIC CONVENIENCE AND SAFETY:

6.13.1 Convenience: The CONTRACTOR shall, at all times, conduct the Work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the Work shall be provided for in a satisfactory manner, consistent with the operation and local conditions.

6.13.2 Safety: "Street Closed" signs shall be placed immediately adjacent to the Work, in a conspicuous position, at such locations as traffic demands. At any time that streets are required to be closed, CONTRACTOR shall obtain approval to close the street from the appropriate regulatory agencies having jurisdiction. The CONTRACTOR shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and also as soon as area is opened. Approval from the CITY shall be coordinated through the Department of Public Works/Engineering, including notification of the news media and affected property owners. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. Traffic paths shall be maintained for local traffic.

6.14 SANITARY PROVISIONS:

6.14.1 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in their employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the public authorities having jurisdiction. They shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

6.15 INDEMNIFICATION:

6.15.1 CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the CITY, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals for which the CITY, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its employees, or agents, arising out of or connected with this Agreement. The CONTRACTOR shall not be required to indemnify the CITY or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the CITY, or its agents, employees or representatives.

6.15.2 The CONTRACTOR, without exemption, shall indemnify and hold harmless, the CITY, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyright, service marked, trademarked patented or unpatented invention, process, or any other intellectual property right or item manufactured by the CONTRACTOR. Further, if such a claim is made, or is pending, the CONTRACTOR may, at its option or expense, procure for the CITY the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the CITY agrees to return the article on request to the CONTRACTOR and receive reimbursement from the CONTRACTOR for such. If the CONTRACTOR used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the Work. This article shall survive the termination of any contract with the CITY of Boynton Beach.

6.15.3 The parties agree that Twenty-five Dollars ($25.00) of the total compensation paid to the CONTRACTOR for performance of this Agreement shall represent the specific consideration for the CONTRACTOR's indemnification of the CITY.

6.15.4 The CITY reserves the right to select its own legal counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR under this indemnification agreement.

6.15.5 It is the specific intent of the parties hereto that the foregoing indemnification complies with F.S. § 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to including the foregoing indemnification and the "Specific Consideration" therefor.

6.15.6 Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law or Florida Statutes § 768.28, as amended from time to time.

6.16 CLAIMS:

6.16.1 In any and all claims against the CITY or the CONSULTANT or any of its agents or employees, by any employee of the CONTRACTOR, any Sub-Contractor, anyone directly or indirectly employed for whose acts may be liable; the indemnification obligation under paragraph 6.15 (Indemnification) shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Sub-Contractor under workers' compensation acts, disability benefit acts or other employee benefit

acts.

6.16.2 Obligation: The obligations of the CONTRACTOR under paragraph 6.13 shall not extend to the liability of the CONSULTANT's negligent acts, errors or omissions or their employees or agents.

6.17 RESPONSIBILITY FOR CONNECTING TO EXISTING WORK:

6.17.1 It shall be the express responsibility of the CONTRACTOR to connect their Work to each part of the existing work or work previously installed as required by the Drawings and Specifications to provide a complete installation.

6.18 WORK IN STREET, HIGHWAY AND OTHER RIGHTS-OF-WAY:

6.18.1 Excavation, grading, fill, storm drainage, paving and other construction or installations in rights-of-way of streets, highways, pubic carrier lines, utility lines (either aerial, surface or subsurface) etc. shall be done in accordance with requirements of these Specifications and authorities having jurisdiction. The CONTRACTOR shall be responsible for obtaining all permits necessary for the Work. Upon completion of the Work, CONTRACTOR shall present to CONSULTANT certificates, in triplicate from the proper authorities stating that the Work has been done in accordance with their requirements.

6.18.2 The CITY shall cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.19 COOPERATION WITH GOVERNMENTAL DEPARTMENTS, PUBLIC UTILITIES, ETC.:

6.19.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc. , including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR may relocate them with utility owner's approval.

6.19.2 NOTICES: The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of their Work, shall permit entrance of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this Work.

6.19.3 GOVERNMENT AGENCY CAUSED DELAYS: The CONTRACTOR's attention is called to the fact that there may be delays on the Project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties in every way possible, so that the construction can be completed in the least possible time.

6.19.4 CODES, LAWS, ORDINANCES AND REGULATIONS: The CONTRACTOR shall have made themselves familiar with all codes, laws, ordinances and regulations which in any manner affect those engaged in the Work, or materials and equipment used in the Work, or in any way affect the conduct of the Work, and no plea of misunderstanding shall be considered on account of their ignorance thereof.

6.20 USE OF PREMISES:

6.20.1 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in, and permitted by the Contract Documents and other land and areas permitted by laws, ordinances, and regulations, rights-of-way, permits, easements, and directions of the CITY's Project Manager or Representative, and shall not reasonably encumber the premises with construction equipment or other materials or equipment.

6.20.2 CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the CITY or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the CITY or CONSULTANT by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by Contract or otherwise resolve the claim. CONTRACTOR shall to the fullest extent permitted by laws and regulations, indemnify and hold the CITY harmless from and against all claims, damages, losses and expenses (including, but not limited to fees of engineers, architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against the CITY or CONSULTANT to the extent based on a claim arising out of CONTRACTOR's performance of the Work.

6.20.3 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Site clean and ready for occupancy by the CITY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.20.4 CONTRACTOR shall not overload or permit any part of any structure to be loaded with such weight as shall endanger its safety, nor shall it subject any part of the Work to stresses or pressures that shall endanger it.

6.20.5 CONTRACTOR shall enforce the CITY's Project Manager's instructions in connection with signs, advertisements, fires and smoking.

6.20.6 CONTRACTOR shall arrange and cooperate with CITY in routing the parking of automobiles of its employees, sub-contractors and other personnel, and in routing material delivery trucks and other vehicles to the Project Site.

6.21 PROTECTION OF EXISTING PROPERTY IMPROVEMENTS:

6.21.1 Any existing surface and subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings, or structures (including portions thereof), trees and shrubbery, not indicated on the Drawings or noted in the Specifications as being removed or altered shall be protected from damage during construction of the Project. Any such improvements damaged during construction of the Project, whether or not such improvements appear on the Drawings, shall be restored to a condition equal or better, to the original state at the time of award of Contract. Such restoration or repair shall be at the sole expense of the CONTRACTOR, and no claim for an increase in the Contract Price under paragraph 6.21 or under Article 10 shall be allowed.

6.22 TEMPORARY HEAT:

6.22.1 The CONTRACTOR shall provide heat, fuel and services as necessary to protect all work and materials, within all habitable areas of permanent building construction against injury from dampness and cold, until final acceptance of all work and materials for the Project, unless building is fully occupied by the CITY prior to such acceptance. In which case the CITY shall assume all expenses of heating from date of full occupancy. Unless otherwise specifically permitted by Special Conditions, the permanent heating system shall not be used to provide temporary heat. CONTRACTOR's proposed methods of heating shall be submitted for approval.

6.23 SCHEDULE:

6.23.1 CONTRACTOR shall submit to CONSULTANT for review and comment (to the extent indicated in paragraph 2.6 Finalizing Schedule) proposed adjustments in the progress schedule to reflect the impact thereon of new developments; these shall conform generally to the progress schedule then in effect and additionally shall comply with any provisions of the General Requirements applicable thereto. All approved changes shall be memorialized as change orders.

6.24 CONTINUING THE WORK:

6.24.1 CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the CITY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Article 15 (Suspension and Termination of Work) or as CONTRACTOR and the CITY may otherwise agree in writing.

6.25 CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE:

6.25.1 CONTRACTOR warrants and guarantees to CITY and CONSULTANT that all work shall be in accordance with the Contract Documents and shall not be *defective.* That CONTRACTOR guarantees to repair, replace or otherwise make good to the satisfaction of the CITY any defect in workmanship or material appearing in the Work; and further guarantees the successful performance of the Work for the service intended.

CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

6.25.1.1 Abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, sub-contractors or suppliers; or

6.25.1.2 Normal wear and tear under normal usage

6.25.2 CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following shall constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

6.25.2.1 Observations by CONSULTANT.

6.25.2.2 Recommendation of any progress or final payment by CONSULTANT.

6.25.2.3 The issuance of a certificate of Substantial Completion or any payment by CITY or CONTRACTOR under the Contract Documents.

6.25.2.4 Use or occupancy of the Work or any part thereof by CITY.

6.25.2.5 Any acceptance by CITY or any failure to do so; and

6.25.2.6 Any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by CONSULTANT pursuant to paragraph 14.10.

6.26 DELETION/OVERSIGHT/MISSTATEMENT:

6.26.1 Any deletion, oversight or misstatement of the Specifications shall not release the Bidder from the responsibility of completing the Project within the agreed upon timeframe.

6.26.2 The cost of incidental work described in these Contract requirements, for which there are no specific Contract items shall be considered as part of the general cost of doing the Work and shall be included in the prices for the various Contract items. No additional payment will be made therefore.

6.27 EXCEPTIONS TO SPECIFICATIONS:

6.27.1 Any exceptions to the Specifications and/or drawings must be brought to the attention of the CITY's Procurement Services Division in writing prior to the expiration of the Bid question period. Failure to list any exceptions with the Procurement Services Division in writing prior to the end of the Bid question period means that the Bidder is complying 100% with the Specifications. All materials may be inspected by the CITY upon delivery for compliance with said Specifications. Deviations from the Specifications shall be cause for the Bid to be rejected as non-responsive unless the deviation was approved prior to the submittal of bids.

6.27.2 Any deletion, oversight or misstatement of these Specifications shall not release the Bidder from full responsibility for unsatisfactory workmanship and/or materials, together with all appurtenances necessary for unrestricted operation, as determined by the CITY in its sole discretion.

6.28 SILENCE OF SPECIFICATIONS:

6.28.1 The apparent silence of any Specification as to any details, or the omission from the Specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that materials of the first quality and correct type, size and design are to be used. All workmanship is to be of first quality.

6.28.2 Work not specified in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the Work, is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described.

6.29 QUALITY:

6.29.1 Items delivered as a result of award from this Bid shall be free of defects. Any item(s) not meeting this specification shall be replaced by the awarded Bidder/CONTRACTOR at no additional charge to the CITY.

6.30 CONDITIONS OF MATERIALS:

6.30.1 All materials and products supplied by the CONTRACTOR in conjunction with this Bid shall be new, warranted for merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the CITY in excellent condition. In the event that any of the products supplied to the CITY are found to be *defective* or do not conform to the Specifications, the CITY reserves the right to return the product to the Bidder at no cost to the CITY.

6.30.2 The successful CONTRACTOR shall furnish all guarantees and warranties to the CITY's Project Manager or designee prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

6.31 DISPOSAL:

6.31.1 Before the CONTRACTOR disposes of any existing improvements or equipment which is to be removed as a portion of the Work, and for which disposition is not specifically provided for elsewhere in these Specifications, it shall contact the CITY to determine if the removal items are to be salvaged. Items to be salvaged by the CITY shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the CITY. Equipment and materials that shall not be salvaged by the CITY shall become the property of the CONTRACTOR to be removed from the Site and disposed in an acceptable manner, pursuant to local, state and federal laws and regulations.

6.32 OCCUPATIONAL HEALTH AND SAFETY:

6.32.1 If the CONTRACTOR, delivers any toxic substance items as defined in the Code of Federal Regulations Chapter 29, it shall furnish to the CITY's Procurement Services Division, a Material Safety Data Sheet (MSDS). The Material Safety Data Sheet shall be provided to the CITY with initial shipment and shall be revised on a timely basis as appropriate. The MSDS must include the following information:

6.32.1.1 The chemical name and the common name of the toxic substance.

6.32.1.2 The hazards or other risks in the use of the toxic substance to include:

6.32.1.2.1 The potential for fire, explosion, corrosion and reactivity.

6.32.1.2.2 The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

6.32.1.2.3 The primary routes of entry and symptoms of overexposure.

6.32.1.3 The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.

6.32.1.4 The emergency procedure for spills, fire, disposal and first aid.

6.32.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

6.32.1.6 The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information. Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL. 32301-5014, Telephone: 1-800-367-4378.

6.33 OCCUPATIONAL, SAFETY AND HEALTH ASSOCIATION (OSHA)

6.33.1 The CONTRACTOR warrants that the product/services supplied to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition shall be considered as a breach of Contract.

6.34 CONDITIONS AND PACKAGING:

6.34.1 CONTRACTOR understands and agrees that any item offered or shipped pursuant to this Bid shall be new (current production model at the time of the Bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

6.35 UNDERWRITERS' LABORATORIES (UL):

6.35.1 Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination tested where such item has been established by UL for the items offered and furnished.

6.36 ASBESTOS:

6.36.1 CONTRACTOR shall not use any asbestos or asbestos-based fiber materials in the Work performed under this Contract.

6.36.2 If the CONTRACTOR during the course of the Work observes the existence of asbestos in any structure, building or facility, the CONTRACTOR shall promptly notify the CITY and the CONSULTANT. The CONTRACTOR shall not perform any Work pertinent to the asbestos material prior to receipt of written notice with special instructions from the CITY through the CONSULTANT.

6.37 CLOSE-OUT SUBMITTALS

6.37.1 SCOPE OF WORK:

- 6.37.1.1 Close-out procedures
- 6.37.1.2 Final cleaning
- 6.37.1.3 Adjusting
- 6.37.1.4 Project record documents
- 6.37.1.5 As-built survey
- 6.37.1.6 Operation and maintenance data
- 6.37.1.7 Spare parts and maintenance products
- 6.37.1.8 Warranties and bonds
- 6.37.1.9 Maintenance service

6.37.2 CLOSE-OUT PROCEDURES

6.37.2.1 The CONTRACTOR shall submit written certification to the CITY and CONSULTANT that the Contract Documents were reviewed, Work inspected and that Work is complete in accordance with Contract Documents and ready for CITY's Project Manager and CONSULTANT's review.

6.37.2.2 The CONTRACTOR shall provide submittals to CONSULTANT and CITY's Project Manager that are required by local, state and federal authorities.

6.37.2.3 The CONTRACTOR shall submit final application for payment to CONSULTANT and CITY's Project Manager identifying total adjusted contract sum, previous payments and sum remaining due.

6.37.2.4 CITY may opt to occupy portions of completed facilities upon Substantial Completion of those portions of Work.

6.37.3 FINAL CLEANING

- 6.37.3.1 The CONTRACTOR shall execute final cleaning prior to final project assessment.
- 6.37.3.2 The CONTRACTOR shall clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, wax, clean and polish transparent and glossy surfaces, vacuum carpet and soft surfaces.
- 6.37.3.3 The CONTRACTOR shall clean equipment and fixtures to sanitary condition with cleaning materials per manufacturer's written recommendations.
- 6.37.3.4 The CONTRACTOR shall replace filters of operating equipment
- 6.37.3.5 The CONTRACTOR shall clean debris from roofs, gutters, downspouts and drainage systems.
- 6.37.3.6 Clean Site; The CONTRACTOR shall sweep paved areas, rake clean landscaped surfaces.
- 6.37.3.7 The CONTRACTOR shall remove waste and surplus materials, rubbish, and construction facilities from Site.
- 6.37.3.8 The CONTRACTOR shall clean and sanitize water fountains (coolers).
- 6.37.3.9 The CONTRACTOR shall clean ledges, countertops, and shelves with all-purpose and non-abrasive cleaners leaving no residue.

6.37.4 ADJUSTING

6.37.4.1 The CONTRACTOR shall adjust operating products and equipment to ensure smooth and unhindered operations.

6.37.5 PROJECT RECORD DOCUMENTS

6.37.5.1 CONTRACTOR shall maintain in accordance with the Special Conditions in a safe place at the Site, one (1) record copy of all Drawings, Specifications, Addenda, Change Orders, Field Change Directives and written interpretations and clarifications (issued pursuant to para. 9.4) in good order and annotated to show all changes made during construction. The record documents together will all approved samples and counterpart of all approved Shop Drawings will be available to the CONSULTANT for reference at all times. Upon completion of the Work, these record documents, samples, and Shop Drawings will be delivered to CONSULTANT for the CITY.

6.37.6 OPERATION AND MAINTENANCE DATA:

6.37.6.1 The CONTRACTOR shall submit documentation as noted in individual product specifications and as noted herein.

6.37.7 SPARE PARTS AND MAINTENANCE PRODUCTS:

6.37.7.1 The CONTRACTOR shall provide spare parts; maintenance and extra products in quantities specified in the Specifications to the CITY and obtain receipt prior to final payment.

6.37.8 WARRANTIES:

6.37.8.1 The CONTRACTOR shall submit documentation as noted in individual product specifications and as noted herein and Provide

duplicate notarized copies to the CITY.

6.37.8.2 The CONTRACTOR shall execute and assemble transferrable warranty documents from sub-contractors, suppliers and manufacturers.

6.37.8.3 The CONTRACTOR shall provide such warranty documents with a Table of Contents and assemble in D-size, 3-ring white binders with typed title sheet of contents inside durable plastic front cover.

6.37.8.4 The CONTRACTOR shall submit above-referenced warranties to the CITY prior to Final Application for Payment.

6.37.9 MAINTENANCE SERVICE:

6.37.9.1 The CONTRACTOR shall furnish service and maintenance of components indicated in specification sections for one-year from date of Substantial Completion.

6.37.9.2 The CONTRACTOR shall examine, clean, adjust, and lubricate system components as required for reliable operation.

6.37.9.3 The CONTRACTOR shall include systematic examination, adjustment, and lubrication of components repairing or replacing parts as required with parts produced by the manufacturer of the original component.

6.37.9.4 CITY shall approve in writing transfers or reassignments of maintenance service tasks.

6.37.10 ASBESTOS CERTIFICATION:

6.37.10.1 The CONTRACTOR shall provide a notarized letter to CITY certifying that no asbestos containing building materials were used as a building material in the Project, pursuant to Florida Statutes § 255.40.

6.37.11 PRODUCTS:

6.37.11.1 APPROVED PRODUCTS: The CONTRACTOR shall use only cleaning and maintenance products approved for use pursuant to local, state and federal laws and regulations.

6.38 TEMPORARY BARRIERS AND ENCLOSURES:

6.38.1 SCOPE OF WORK:

6.38.1.1 The CONTRACTOR shall provide temporary barriers and enclosures to provide construction work areas separate from Owner's on-going business operations.

6.38.1.2 The CONTRACTOR shall protect new work, existing facilities and grounds from damage, theft, vandalism, and unauthorized entry.

6.38.1.3 The CONTRACTOR shall provide a chain link fencing surrounding and separating areas under construction, including areas for CONTRACTOR's mobilization and parking separate from existing CITY facilities and on-going business activities.

6.38.1.4 The CONTRACTOR shall provide demising walls and other barriers as required to separate building area under construction that permits safe and unobstructed exiting of partially Owner occupied buildings.

6.38.1.5 The CONTRACTOR shall provide safety of construction workers and CITY staff and visitors located in areas of CITY's facilities not under renovation or construction.

6.38.1.6 The CONTRACTOR shall control dust, erosion and sediment, noise, pollution, rodent and environmental control.

6.38.2 ENTRY CONTROL:

6.38.2.1 The CONTRACOR shall restrict entrance of persons and vehicles onto Project site and existing facilities in accordance with Special Conditions – 01540 and 01541 Security Procedures.

6.38.2.2 Prior to Project commencement, CONTRACTOR's on-site personnel shall meet with CITY's Project Manager to delineate areas for CONTRACTOR's operations to include storage, office trailers, parking, and lay-down areas.

6.38.2.3 Interruption of pre-approved entry controls shall be coordinated with the CITY's Project Manager prior to proposed interruption.

6.38.2.4 The CONTRACTOR shall allow entrance only to the Project site to authorized persons with proper identification.

6.38.2.5 CONTRACTOR/CM shall post "No Trespassing" and "Hard Hat Area" signs along Project perimeter and at construction access points. "No Trespassing" sign shall include statutory language that area is construction site and that trespassing and theft are felonies and violators will be prosecuted. "No Trespassing" sign shall include name of CONTRACTOR/CM. "No Trespassing" signs shall not be larger than 24" (600mm) by 24" (600mm). "Hard Hat Area" sign shall not be larger than 12" (300mm) by 12" (600mm).

6.38.3 DEMISING WALLS:

6.38.3.1 Where the location of construction is contiguous to or within existing CITY premises, the CONTRACTOR shall provide demising walls to physically separate new or renovation work from existing on-going CITY operations.

6.38.3.2 Demising walls shall be contiguous plywood with vapor barrier and wood framing to prevent unauthorized entrance, dust or

debris from entering occupied portion of the area.

6.38.3.4 Where construction is overhead, the CONTRACTOR shall provide safe and secure method of access through or adjacent to work with system of scaffolding, plywood or wood planking overhead to prevent falling debris or materials from interrupting safe passage through construction area.

6.38.4 TEMPORARY FENCING:

6.38.4.1 Areas under construction including areas for CONTRACTOR's mobilization and parking shall be separated from CITY facilities to allow for ongoing activities.

6.38.4.2 The CONTRACTOR shall provide chain link fencing along construction zone boundaries.

6.38.4.3 CONTRACTOR shall submit a detailed temporary fencing plan to the CITY and CONSULTANT for review and approval. The plan shall comply with all applicable regulatory code requirements including the latest edition of the Florida Building Code.

6.38.4..4 The CONTRACTOR shall provide access gates required by code for CITY's and CONTRACTOR's access to occupied portion of project site and for construction access.

6.39 ENVIRONMENTAL CONTROLS:

The CONTRACTOR shall:

6.39.1 Protect existing building and adjacent property from dust produced by construction operations. Use encapsulating or wetting devices to control moisture content of traffic and construction areas.

6.39.2 Control surface drainage to prevent off-site discharge or pollutants and prevent erosion and sedimentation.

6.39.3 Provide berms, dikes or drains to divert water flow away from existing structures into storm water retention areas.

6.39.4 Provide methods necessary to prevent mud and debris from entering storm water system.

6.39.5 Provide methods necessary to prevent excessive noise on Site. CONTRACTOR shall comply with OSHA and CITY's noise requirements.

6.39.6 Provide methods necessary to prevent pests and insects from damaging the Work.

6.39.7 Provide methods necessary to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances or pollutants from construction operations.

6.39.8 SUBMITTALS:

6.39.8.1 Comply with Section 2.10 "Submittal Procedures."

6.39.8.2 Submit site plan and floor plans indicating locations and material construction of proposed protective structures.

6.39.9 TEMPORARY FENCING:

6.39.9.1 Provide a six (6) foot high, minimum ten (10) gage minimum or galvanized steel fabric.

6.39.9.2 Fencing shall have six (6) foot high visual fabric cover to block visual access to construction activities.

6.39.9.3 Provide 5/8" C/D plywood sheets, pressure treated or other means of weather protection, with 2 x 4 wood framing at edges and 24" maximum vertical spacing.

6.39.10 TEMPORARY WALLS:

6.39.10.1 Provide demising Wall: 5/8" C/D plywood sheets, 2 x 4 wood framing at 24" maximum spacing, and 10 mil black polyethylene vapor barrier covering with sealed joints.

6.39.10.2 Provide overhead Protection: Metal scaffolding with ¾" B/C plywood or 2" x 12" wood planking.

6.39.11 EXECUTION/INSTALLATION AND REMOVAL:

6.39.11.1 Install temporary fencing prior to start of vertical construction and removed upon completion of work.

6.39.11.2 Install demising walls prior to start of renovations or building additions and removed work.

6.39.11.3 Protect or remove walls during storm events where winds are anticipated over seventy-four (74) miles per hour.

6.40 SECURITY PROCEDURES:

6.40.1 The CONTRACTOR shall protect new work, existing facilities and grounds from damage, theft, vandalism, and unauthorized entry.

6.40.2 The CONTRACTOR shall initiate security program in coordination with Owner's existing security system at time of Project, mobilizing to

ensure safety of employees or persons at the unaffected areas.

6.40.3 The CONTRACTOR shall maintain a security program throughout construction period until Owner's Project acceptance.

6.40.4 PERSONNEL IDENTIFICATION:

6.40.4.1 CONTRACTOR/CM on-site staff, sub-contractors and vendors on Site shall wear identification badges at all times.

6.40.4.2 Identification badges shall be current at time of Project and shall be re-verified and re-issued annually if Project extends past original badge expiration date.

6.40.5 SUBMITTALS:

6.40.5.1 The CONTRACTOR shall comply with Section 2.10 "Submittal Procedures".

6.40.5.2 The CONTRACTOR shall provide a list of personnel proposed to be utilized.

6.40.5.3 The CONTRACTOR shall submit a list of personnel proposed to be substituted for persons already identified to be utilized on the Project.

6.40.5.4 The CONTRACTOR shall provide a security plan to CITY indicating how construction site is to be secured to include normal and emergency egress and ingress.

6.41 PRODUCT SUBSTITUTION PROCEDURES

6.41.1 The CONTRACTOR shall follow the administrative and procedural requirements listed below in Section 6.41.2 for consideration of request for substitution during the design and construction phases.

6.41.2 CONTRACTOR'S SUBMITTAL PROCEDURES:

6.41.2.1 Transmit each substitution request on company letterhead.

6.41.2.2 During bidding phase, substitution requests shall be directed to the CITY's Procurement Services Division.

6.41.2.3 During the construction phase, substitution requests shall be directed to the CONSULTANT.

6.41.2.4 Substitution requests shall identify Project, CONTRACTOR/CM and CONSULTANT during the bidding phase plus Sub-Contractor or supplier during construction phase, indicating Specification Section and Paragraph Number of specified material and pertinent drawing and detail numbers, as appropriate. Include complete information as required in the Substitution Form. Incomplete information will result in automatic rejection of the substitution request.

6.41.2.5 Apply CONTRACTOR's stamp; signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information are in accordance with the requirements of the Work and Contract Documents.

6.41.2.6 Schedule submittals to expedite the Project, and deliver to CONSULTANT or CONTRACTOR/CM at business address. Coordinate submission of related items.

6.41.2.7 For each submittal for review, allow fifteen (15) working days including delivery time to and from the CONSULTANT or CONTRACTOR/CM.

6.41.2.8 Identify variations from Contract Documents and product or system limitations, which may be detrimental to successful performance of the completed work.

6.41.2.9 Provide space for CONTRACTOR/CM and CONSULTANT review stamps.

6.41.2.10 When revised for resubmission, identify all changes made since previous submission.

6.41.2.11 Distribute copies of review submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.

6.41.2.12 Submittals not requested will not be recognized or processed.

6.41.3 SUBSTITUTION REQUESTS

Requests for substitutions shall be made no later than ten (10) calendar days prior to Bid date. Requests received afterwards may not be considered.

6.41.4 SCOPE OF WORK:

The CONTRACTOR shall follow the administrative and procedural requirements set forth in Section 6.41.5 to assure quality of construction before and during construction.

Section 6.41.5 states the CONTRACTOR's general requirements for mockups and field samples, constructed, applied or assembled at

the Site for review for use as a quality standard.

6.41.5 COORDINATION AND PROJECT CONDITIONS

6.41.5.1 Coordinate scheduling, submittals, and work to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

6.41.5.2 Verify utility requirements and characteristics of operating equipment are compatible with building utilities.

6.41.5.3 Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

6.41.5.4 Coordinate space requirements, supports and installation of mechanical and electrical work that is indicated diagrammatically on Drawings.

6.41.5.5 Follow routing shown for pipes, ducts and conduits as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations for maintenance, and for repairs.

6.41.5.6 Within finished areas, except as otherwise indicated; conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

6.41.5.7 Coordinate completion and clean up work of separate sections in preparation for Substantial Completion and for portions of work designated for CITY's partial occupancy.

6.41.5.8 After CITY occupancy of premises, coordinate access to Site for correction of *defective* work and work not in accordance with the Contract Documents, to minimize disruption of CITY's activities.

6.41.5.9 Change orders for extra work required by CONTRACTOR/CM due to poor coordination with sub trades will not be considered by the CITY.

6.42 FIELD ENGINEERING

CONTRACTOR shall employ Land Surveyor registered in State of Florida approved by CITY.

6.42.1 CONTRACTOR shall locate and protect survey control and reference points.

6.42.2 CONTRACTOR shall control datum for survey established by CITY provided survey.

6.42.3 CONTRACTOR shall verify setbacks and easements; confirm drawing dimensions and elevations.

6.42.4 CONTRACTOR shall provide field engineering services and establish elevations, lines and levels, utilizing recognized engineering survey practices.

6.42.5 CONTRACTOR shall submit copy of site drawing and certificate signed by the Land Surveyor that the elevations and locations of the Work are in conformance with the Contract Documents.

ARTICLE 7 – OTHER WORK

7.1 RELATED WORK AT SITE:

7.1.1 The CITY may perform other work related to the Project at the Site pursuant to other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such Other Work; and if CONTRACTOR believes that such performance shall involve additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 (Change in Contract Price) and Article 12 (Changes in Contract Time). If the performance of additional work by other contractor or the CITY is noted in the Contract Documents, no additional adjustment of time or compensation shall be considered.

7.1.2 CONTRACTOR shall afford the CITY and other contractors who are party to such a direct contract (or the CITY, if the CITY is performing the additional work with the CITY's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the work with the CONTRACTOR's. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of other contractors by cutting, excavating or otherwise altering other contractor's work and shall only cut or alter other contractor's work with the written consent of the CITY and CONSULTANT and the other contractors whose work shall be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of the CITY and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in such direct contracts between the CITY and other contractors.

7.1.3 If any part of CONTRACTOR's work depends for proper execution for results upon the work of any such other contractor, other than CONTRACTOR's own SubContractor, CONTRACTOR shall inspect and promptly report to CONSULTANT in writing, any delays, defects or deficiencies in such other contractor's work that render it unavailable or unsuitable for such proper execution and results of CONTRACTOR's work. CONTRACTOR's failure to report shall constitute an acceptance of the other contractor's work as fit and proper for integration with CONTRACTOR's work except for latent defects and deficiencies in the other contractor's work.

7.2 COORDINATION:

7.2.1 If the CITY contracts with others for the performance of other work on the Project at the Site, the person or organization who shall have authority and responsibility for coordination of the activities among the various prime contractors shall be identified in the Special Conditions and the specific matters to be covered by such authority and responsibility shall be itemized, and the extent of such authority and responsibilities shall be provided in the Special Conditions. Unless otherwise provided in the Special Conditions, neither the CITY nor the CONSULTANT shall have any authority or responsibility in respect of such coordination.

ARTICLE 8 – THE CITY'S RESPONSIBILITIES

8.1 COMMUNICATIONS TO CONTRACTOR:

8.1.1 CITY shall issue all communications to CONTRACTOR, and provide a copy to CONSULTANT.

8.2 FURNISH DATA:

8.2.1 CITY shall promptly furnish the data required of the CITY under the Contract Documents.

8.3 PAYMENTS:

8.3.1 CITY shall make payments to CONTRACTOR promptly when they are due as provided in Section 14.5 (Review of Application for Progress Payment) and Section 14.10 (Final Payment and Acceptance) of the General Conditions.

8.4 LANDS, EASEMENTS: REPORTS AND TESTS:

8.4.1 The CITY's duties in respect to providing lands and easements and providing engineering surveys, if available and to establish reference points are set forth in paragraphs 4.11 (Availability of Land) and 4.5.1 (Reference Points) of the General Conditions.

8.4.2 The CITY shall identify and make available to CONTRACTOR copies of reports of physical conditions at the Site and Drawings of existing structures that have been utilized in preparing the Contract Documents as set forth in Paragraph 4.2 (Report of Physical Conditions).

8.5 CHANGE ORDERS:

8.5.1 The CITY shall execute Change Orders as provided in Article 10 (Changes in the Work) of the General Conditions.

8.6 SUSPENSION OF WORK:

8.6.1 The CITY's may stop Work, suspend Work or terminate the services of CONTRACTOR pursuant to Paragraph 13.5 (CITY May Stop Work), Paragraph 15.1 (CITY May Suspend Work). Paragraph 15.2 (CITY May Terminate for Cause) and Paragraph 15.3 (CITY May Terminate Without Cause).

8.7 ESTIMATED DOLLAR VALUE:

8.7.1 No guarantee of the dollar amount of this Bid is implied or given. Final amount will be based on actual usage/quantities.

8.8 QUANTITIES:

8.8.1 Quantities shown are estimates only. No guarantee or warranty is given or implied by the CITY as to the total amount that may or may not be purchased from any resulting contract. The CITY reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the CITY. Orders shall be placed as needed by individual locations during the contract period. The CONTRACTOR agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

8.9 ADDITIONAL TERMS AND CONDITIONS:

8.9.1 No additional terms and conditions included with the Bid response shall be evaluated or considered, have any force or effect, and are inapplicable to this Bid. It is understood and agreed that the conditions in these Bid Documents are the only conditions applicable to this Bid and the CONTRACTOR's authorized signature on the Bid Form attests to this.

ARTICLE 9 – CONSULTANT'S STATUS DURING CONSTRUCTION:

9.1 CITY'S REPRESENTATIVE:

9.1.1 The CONSULTANT (if specifically designated), or a specifically designated employee of the CITY, shall act as the CITY's Representative during the construction period. .

9.1.2 The CONSULTANT's or CITY's Representative's decision with the consent of the CITY's Project Manager in matters relating to aesthetics shall be final, if pursuant to the terms of the Contract Documents.

9.1.3 CONSULTANT or CITY's Representative shall work with the CITY to:
9.1.3.1 Establish on-site lines of authority and communications; and
9.1.3.2 Schedule and conduct pre-construction meeting and progress meetings.

9.1.4 CONSULTANT or CITY's Representative shall also work with the CITY to establish procedures for:
- 9.1.4.1 Submittals
- 9.1.4.2 Reports and Records
- 9.1.4.3 Recommendations
- 9.1.4.4 Coordination of drawings
- 9.1.4.5 Schedules
- 9.1.4.6 Resolution of conflicts

9.1.5 CONSULTANT shall also:
- 9.1.5.1 Interpret Contract specifications and Drawings
- 9.1.5.2 Transmit written interpretations to CONTRACTOR, and to other concerned parties;
- 9.1.5.3 Assist in obtaining permits and approvals
- 9.1.5.4 Verify that CONTRACTOR and SubContractors have obtained inspections for Work and for temporary facilities; and
- 9.1.5.5 Assist CITY to control the use of Site.

9.2 VISITS TO SITE:

9.2.1 After written Notice to Proceed with the Work, the CONSULTANT shall make visits to the Site at intervals appropriate to the various stages of construction or as per CONSULTANT's contract with CITY to observe the progress and quality of the executed Work and to determine in general, if the Work is proceeding in accordance with the Contract Documents. On the basis of its on-site observations, as an experienced and qualified design professional, CONSULTANT shall keep the CITY informed of the progress of the Work and endeavor to guard the CITY against defects and deficiencies in the Work of the CONTRACTOR.

9.3 PROJECT REPRESENTATION:

9.3.1 The CITY of Boynton Beach or its authorized agents, inspectors or representatives shall act within the scope of duties entrusted to them by the CITY.

9.4 CLARIFICATIONS AND INTERPRETATIONS:

9.4.1 The CONSULTANT or CITY's Representative shall issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the CITY may determine necessary, which shall be consistent with the Contract Documents. If CONTRACTOR believes that a written clarification of interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 (Change in Contract Price) and Article 12 (Change in Contract Time) of the General Conditions.

9.5 MEASUREMENTS:

9.5.1 MEASUREMENTS: All Work completed under the Contract shall be measured by the CONSULTANT's or CITY's Representative or Project Representative according to the United States Standard Measures. All linear surface measurements shall be made horizontally or vertically as required by the item measured.

9.6 REJECTING DEFECTIVE WORK:

9.6.1 The CONSULTANT, CITY's Representative or Project Representative shall have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final inspection). The CONSULTANT, CITY's Representative or Project Representative shall also have authority to require special inspection or testing of the Work as may be individually or severally deemed necessary, whether or not the Work is fabricated, installed or completed.

9.7 SHOP DRAWINGS, CHANGE ORDERS AND PAYMENTS:

9.7.1 The CONSULTANT's responsibility for Shop Drawings and samples shall be pursuant to Sections 6.11 (Shop Drawings and Samples) of the General Conditions.

9.7.2 The CONSULTANT's responsibilities as to Change Orders shall be pursuant to Article 10, (Changes in Work), Article 11 (Change in Contract Price) and Article 12 (Change in Contract Time) of the General Conditions.

9.7.3 The CONSULTANT's responsibilities in respect to Applications for Payment, etc. shall be pursuant to Article 14 (Payment to Contractor and Completion) of the General Conditions.

9.8 DETERMINATIONS FOR UNIT PRICES:

9.8.1 The CITY's Project Manager and CONSULTANT shall determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. The CITY's Project Manager and CONSULTANT shall review with CONTRACTOR, CONSULTANT's preliminary determinations on such matters before rendering a written decision by recommendation of an Application for Payment or otherwise. The CITY's Project Manager's written decisions shall be final and binding upon the CITY and CONTRACTOR unless, within ten (10) days after the date of any such decision, the CONTRACTOR delivers to the CITY and to CONSULTANT written notice of intention to appeal from such a decision.

9.9 DECISIONS ON DISPUTES:

9.9.1 The CITY's Project Manager with the input of the CONSULTANT shall be the initial interpreter of the requirements of the Contract Documents and evaluator of the acceptability of the Work under the Contract. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 (Change in Contract Price) and Article 12 (Change in Contract Time) in respect to changes in the Contract Price or Contract Time shall be referred initially to CONSULTANT with the consent of the CITY's Project Manager, the CONSULTANT shall render a decision on the claim or disputed matter in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to the CITY's Project Manager and CONSULTANT and the other party(ies) to the Contract promptly (but in no event later than ten (10) days) after the start of the occurrence or event giving rise thereto, and written supporting data shall be submitted to the CITY's Project Manager and CONSULTANT within ten (10) days after such occurrence, unless CONSULTANT with the consent of the CITY's Project Manager allows an additional period of time to ascertain more accurate data in support of such claim, dispute or other matter.

9.9.2 The CITY's Project Manager and CONSULTANT shall submit any response to the claimant within ten (10) days after receipt of the claimant's last submittal (unless the CITY's Project Manager and CONSULTANT allow additional time). CONSULTANT with the consent of the CITY's Project Manager shall render a formal decision in writing by thirty (30) days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. The CITY's Project Manager's written decision, on such claim, dispute, or other matter shall be final and binding upon CONTRACTOR unless:

i) an appeal from CITY/CONSULTANT's decision is taken within the time limits and in accordance with the procedures set forth pursuant to Article 16 (Dispute Resolution); or

ii) a written notice of intention to appeal from the CITY's Project Manager and CONSULTANT's written decision is delivered by CONTRACTOR to the CITY's Project Manager and CONSULTANT within ten (10) days after the date of such decision and a formal proceeding is instituted by the appealing party in forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable laws and regulations within thirty (30) days of the date of such decision, unless otherwise agreed in writing by CITY and CONTRACTOR.

9.9.3 The rendering of a decision by the CITY's Project Manager pursuant to Paragraphs 9.8.1, (Determinations of Unit Prices), 9.9.1 and 9.9.2 (Dispute Resolution) with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.11 (Waiver of Claims) shall be a condition precedent to any exercise by CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter pursuant to Article 16.

9.10 INSPECTION AND TESTING:

9.10.1 CONSULTANT shall inspect Work to assure performance pursuant to the requirements of Contract Documents as follows:

9.10.1.1 Administer special testing and inspections of suspect Work.

9.10.1.2 Reject Work which does not comply with requirements of Contract Documents.

9.10.2 Coordinate Testing Laboratory Services:

9.10.2.1 Verify that required laboratory personnel and present.

9.10.2.2 Verify that tests are made in accordance with specified standards.

9.10.2.3 Review test reports for compliance with specified criteria.

9.10.2.4 Recommend and administer any required re-testing.

9.11 LIMITATIONS ON CONSULTANT:

9.11.1 Neither CONSULTANT's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by CONSULTANT either to exercise or not exercise such authority shall give rise to any duty or responsibility of CONSULTANT to CONTRACTOR, any SubContractor, any Supplier or any other person or organization performing any of the Work, or to any surety.

9.11.2 Whenever in the Contract Documents the term "as ordered", "as directed", "as required", "as allowed", "as approved", or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory", or adjectives of the like effect or import are used to describe a requirement, direction, review or judgment of the CONSULTANT as to the Work, it is intended that such requirement, direction, review or judgment shall be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to CONSULTANT any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs 9.11.3 or 9.11.4 of the General Conditions.

9.11.3 CONSULTANT shall not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and CONSULTANT shall not be responsible to CONTRACTOR or CONTRACTOR's failure to perform or furnish the Work pursuant to the Contract Documents.

9.11.4 CONSULTANT shall not be responsible for the acts or omissions of CONTRACTOR or of any SubContractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

ARTICLE 10 – CHANGES IN THE WORK

10.1 AUTHORIZED CHANGES IN THE WORK

10.1.1 Without invalidating the Contract and without notice to any surety, the CITY may at any time order additions, deletions or revisions in the Work; these changes shall be authorized by a Field Order or Change Order. Upon receipt of any such order or document, CONTRACTOR shall promptly proceed with the Work involved that shall be performed under the applicable conditions of the Contract Documents, except as otherwise specifically provided.

10.1.2 If the CITY and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Change Order, a claim may be made therefor as provided in Article 11 (Change in Contract Price) and Article 12 (Change in Contract Time) of the General Conditions.

10.2 UNAUTHORIZED CHANGES IN THE WORK

10.2.1 CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in Section 3.2 (References to Standards) except in the case of an emergency as provided in Paragraph 6.10.11 (Emergencies) or except in the case of uncovering Work as provided in Paragraph 13.4.2 (Uncovering Work).

10.3 EXECUTION OF CHANGE ORDERS:

10.3.1 The CITY and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.3.1.1 Changes in Work, which are ordered by the CITY, pursuant to Paragraph 10.1.1 (Changes in the Work) or are required because of acceptance of *defective* Work under Paragraph 13.9, or are agreed by the parties.

10.3.1.2 Changes in the Contract Price or Contract Time which the parties agree to.

10.3.1.3 Changes in Contract Price or Contract Time which embody the substance of any written decision rendered by CONSULTANT pursuant to Paragraph 9.9.1 (Decisions on Disputes), provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable laws and regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in Paragraph 6.24.1.

10.3.2 Surety: It is distinctly agreed and understood that any changes made in the Contract Documents for this Work (whether such changes increase or decrease the amount thereof) or any change in the manner or time of payments or time of performance made by the CITY to the CONTRACTOR shall in no way annul, release or affect the liability and surety on the Bonds given by the CONTRACTOR. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to Contract Price or Contract Time) is required by the provisions of any Bond to be given to a Surety, the giving of any such notice shall be the CONTRACTOR's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

10.3.3 Notwithstanding, anything to the contrary contained within the Contract Documents, all change orders involving additional cost or extensions of time, shall be governed pursuant to the ordinances of the CITY.

ARTICLE 11 – CHANGE OF CONTRACT PRICE

11.1 GENERAL

11.1.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at its expense without change in the Contract Price.

11.1.2 The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to CONSULTANT promptly (not later than ten (10) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty (30) days after such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of such event. All claims for adjustment in the Contract Price shall be determined by CITY and CONSULTANT in accordance with Paragraph 9.8.1, if the CITY and CONTRACTOR cannot otherwise agree on the amount involved. Any claim for an adjustment in the Contract Price shall not be waived if not submitted in accordance with this Paragraph 11.1.2.

11.1.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.1.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved (subject to provisions of Section 11.5. (Unit Price Work) inclusive).

11.1.3.2 By mutual acceptance of a lump sum (which shall include an allowance for overhead and profit in accordance with Paragraph 11.3.1.2a (Contractor's Fee).

11.1.3.3 On the basis of the Cost of the Work (determined as provided in Section 11.2, inclusive) plus a CONTRACTOR's fee for overhead and profit) determined as provided in Section 11.3, Contractor's Fee, inclusive.

11.2 COST OF THE WORK:

11.2.1 General: The term Cost of the Work means the sum of all costs necessary incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by the CITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project and must be approved by the CITY and CONSULTANT before any payment. Such costs shall include only the following items listed below in Paragraphs 11.2.2 thru 11.2.6 and shall not include any of the costs itemized in Paragraph 11.2.7 (Exclusions to Cost of the Work).

11.2.2 Labor: The term Cost of the Work includes payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications including the expenses of performing work after regular hours on Saturday, Sunday and legal holidays, agreed upon by the CITY and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Employees under this paragraph

shall include superintendents and foremen on site.

11.2.3 Materials and Equipment: The term Cost of Work includes cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Supplier's field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless the CITY deposits funds with CONTRACTOR with which to make payments, in which case, the cash discounts shall accrue to the CITY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to the CITY, and CONTRACTOR shall make provisions so that they may be obtained.

11.2.4 Subcontractor: The term Cost of the Work includes payments made by CONTRACTOR to the SubContractors for Work performed by SubContractors, The CONTRACTOR shall obtain competitive bids from subcontractors acceptable to CONTRACTOR and shall deliver such bids to the CITY who shall then determine with the advice of the CONSULTANT, which bids shall be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of Cost of Work plus a fee, the subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of Work. All subcontracts shall be subject to all provisions of the Contract Documents.

11.2.5 Costs of Special Consultants: The term Cost of the Work includes special consultants employed for services specifically related to the Work including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants.

11.2.6 Supplemental Costs: The term Cost of the Work includes the following:

a. Costs, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and tools not owned by the workers that are consumed in the performance of Work, and costs less than market value of such items used but not consumed which remain the property of the CONTRACTOR.
b. Rentals of all construction equipment and machinery and the parts thereof, whether rented from CONTRACTOR or others in accordance with rental agreements approved by the CITY with the advice of CONSULTANT, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof – in accordance with terms of such rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
c. Cost of premiums for additional bonds and insurance required because of changes in the WORK.

11.2.7 Exclusions to Cost of the Work: The term Cost of the Work shall not include any of the following:

11.2.7.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships) general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site in CONTRACTOR''s principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.2.2 (Labor) or specifically covered by Paragraph 11.2.5 (Costs of Special Consultants) – all of which are to be considered administrative costs covered by the CONTRACTOR's fee pursuant to Paragraph 11.3 of the General Conditions.

11.2.7.2 Expenses of any of CONTRACTOR's offices, including principal and branch offices, other than CONTRACTOR's office at the Site.

11.2.7.3 Any part of CONTRACTOR's capital expenses including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.2.7.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.2.6 (c) above.

11.2.7.5 Costs due to the negligence or intentional acts of the CONTRACTOR, any subcontractor, supplier or anyone whose acts CONTRACTOR or subcontractor may be liable, including but not limited to, the correction of *defective* Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.2.7.6 Costs associated with fringe benefits that are greater than actual costs; i.e. where worker hours exceed a typical 8-hour day and 40-hour workweek.

11.2.7.7 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Section 11.2 (Cost of the Work).

11.3 CONTRACTOR'S FEE:

11.3.1 The CONTRACTOR's fee for overhead and profits shall be determined as follows:

11.3.1.1 A mutually acceptable fixed fee; or if none can be agreed upon;

11.3.1.2 A fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 11.2.2 (Labor) and 11.2.3 (Materials and Equipment) the CONTRACTOR's fee shall be five (5%) percent.

b. For costs incurred under Paragraph 11.2.4 (Subcontractors), the CONTRACTOR's fee shall be five (5%) percent; and if a subcontract is on the basis of Cost of the Work plus a fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all subcontractors shall be five (5%) percent.

c. No fee shall be payable on the basis of costs itemized under Paragraphs 11.2.5 (Cost of Consultants), 11.2.6 (Supplemental Costs) and 11.2.7 (Exclusions).

d. The amount of credit to be allowed by CONTRACTOR to the CITY for any such change which results in a net decrease in cost shall be the amount of the actual net decrease plus a deduction in CONTRACTOR's fee by an account equal to ten (10%) percent of the net decrease; and

e. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of net change in accordance with Paragraphs 11.3.1.2(a) through 11.3.1.2(d) inclusive.

11.3.2 Whenever the cost of any work is to be determined pursuant to Paragraph 11.2.1 (General) or Paragraph 11.2.7 (Exclusions), CONTRACTOR shall submit in writing to the CITY and CONSULTANT and in form acceptable to CONSULTANT, an itemized breakdown together with supporting data.

11.4 ALLOWANCES:

11.4.1 It is understood that CONTRACTOR has included in the Contract Price all allowances named in the Contract Documents and shall cause the Work so covered in the Contract documents to be done by such subcontractors or suppliers and for such sums within the limit of the allowances as acceptable to the CITY, CONTRACTOR agrees that:

11.4.1.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes and

11.4.1.2 CONTRACTOR's costs for unloading and handling on the Site, including labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof shall be valid.

11.4.1.3 Prior to final payment, an appropriate Change Order shall be issued as recommended by CONSULTANT to reflect actual amounts due CONTRACTOR on account of Work covered by allowances and the Contract Price shall be correspondingly adjusted.

11.5 UNIT PRICE WORK:

11.5.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price shall be deemed to include for all Unit Price Work, an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work, times the estimated quantity of each item as indicated in the Contract. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR shall be made by CONSULTANT and CITY in accordance with Paragraph 9.8 - Determination of Unit Prices.

11.5.2 Each unit price shall be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

11.5.3 Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Contract and there is no corresponding adjustment with respect to any other item of work, and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim pursuant to applicable provisions of these General Conditions for an increase in the Contract Price, if the parties are unable to agree as to the amount of any such increase.

11.5.4 Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Contract and there is no corresponding adjustment with respect to any other item of work and if the CITY believes that CONTRACTOR has incurred reduced expense as a result thereof, CITY may make a claim for a decrease in the Contract Price in accordance with Article 11 – Change in Contract Price if the parties are unable to agree as to the amount of any decrease.

11.6 OMITTED WORK:

11.6.1 The CITY may at any time, by written order, without Notice to the Sureties, require omission of such contract Work as it may find necessary or desirable. An order for omission of Work shall be valid only by an executable Change Order. All Work so ordered must be omitted by the CONTRACTOR. The amount by which the Contract Price shall be reduced shall be determined as follows:

11.6.1.1 By such applicable unit prices, or rates for work of a similar nature or character as set forth in the Contract, or

11.6.1.2 By the appropriate lump sum price set forth in the Contract, or

11.6.1.3 By the reasonable and fair estimated cost of such omitted Work and profit percentage as determined by the CONTRACTOR and the CONSULTANT, and approved by the CITY.

ARTICLE 12 – CHANGE OF CONTRACT TIME

12.1 GENERAL

12.1.1 The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of Contract Time shall be based on written notice delivered by the party making the claim to the other party and to CONSULTANT promptly (but in no event later than seven (7) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice to the extent of the claim with supporting data shall be delivered within seven (7) days after such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of such event. Claims made beyond these time limits shall be null and void. Reporting of the general nature of the claim shall include at a minimum:

12.1.1.1 Nature of the delay or change in the Work.

12.1.1.2 Dates of commencement/cessation of the delay or change in the Work.

12.1.1.3 Activities on the progress schedule current as of the time of delay or change in the Work affected by the delay or change in the Work.

12.1.1.4 Identification and demonstration that the delay or change in the Work impacts the construction schedule.

12.1.1.5 Identification of the source of delay or change in the Work.

12.1.1.6 Anticipation on impact extent of the delay or change in the Work.

12.1.1.7 Recommended action to minimize delay.

12.1.2 Requests for extension of time shall be fully documented and shall include copies of daily logs, letters, shipping orders, delivery tickets, and other supporting information. In case of continuing cause of delay, only one (1) claim is necessary. Normal working weeks are based on a five (5) day week. All claims for adjustment of the Contract Time shall be determined by the CITY with input from the CONSULTANT. No claim for an adjustment in the Contract Time shall be valid if not submitted in accordance with the requirements of this Article 12 the General Conditions.

12.1.3 If CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) that, in the sole judgment of the CITY whose decision shall be binding upon CONTRACTOR is due to delay beyond the control of the CONTRACTOR, the Contract

Times (or Milestones) shall be extended in an amount equal to the time lost due to such delay if a claim is made therefore as provided in Article 12 of the General Conditions.

12.1.4 Delays beyond the control of CONTRACTOR shall include acts or neglect by the CITY, acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7 – Related Work at Site, fires, floods, epidemics, or acts of God.

12.1.5 The CONTRACTOR must mitigate any loss of time to include but not be limited to performing ancillary Work as is applicable to the Project.

12.1.6 Claims for delay due to inclement weather (i.e. beyond the 10-year mean average) shall be the made within ten (10) days of the inclement weather occurrence.

12.1.7 Delays attributable to and within the control of a SubContractor or supplier shall be deemed to be delays within the control of the CONTRACTOR.

12.1.8 If the CONTRACTOR is prevented from completing any part of the Work within the Contract Time (or Milestones) due to delay beyond the control of both CITY and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall CITY be liable to CONTRACTOR, and SubContractor, any supplier, any other person or organization, or to any surety or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of the CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts of neglect by utility owners or other contractors performing work as contemplated by Article 7 – Related Work at Site.

12.2 LIQUIDATED DAMAGES

12.2.1 The CITY and CONTRACTOR recognize and acknowledge that time is of the essence of this Contract and that the CITY shall suffer financial loss if the Work is not completed within the times specified in Paragraph 2.3 – Notice to Proceed plus any extensions thereof allowed in accordance with Article 12 – Change of Contract Time. Each of the parties acknowledge that it has attempted to quantify the damages which would be suffered by 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 any certainty. CITY and CONTRACTOR also recognize and acknowledge the delays, expenses and difficulties involved in providing proof of such damages in a legal proceeding, 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:

BASE BID	LIQUIDATED DAMAGES PER DAY
$1,000 to $20,000	$100
$20,001 to $75,000	$200
$75,001 to $150,000	$500
$150,001 to $350,000	$750
$350,001 to $750,000	$800
$750,001 to $1,000,000	$1,000
$1,000,001 to $2,000,000	$1,200
$2,000,001 to $3,000,000	$1,500
$3,000,001 to $4,000,000	$1,600
$4,000,001 to $5,000,000	$1,700
$5,000,001 to $6,000,000	$1,800
$6,000,001 to $7,000,000	$1,900
$7,000,001 to $8,000,000	$2,000
$8,000,001 to $9,000,000	$2,100
$9,000,001 to $10,000,000	$2,200
$10,000,001 to $11,000,000	$2,300
$11,000,001 to $12,000,000	$2,400
$12,000,001 and over	$2,500

For each day that expires after the time specified in Paragraph 2.3 – Notice to Proceed, for Substantial Completion until the Work is substantially complete.

12.2.2 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:

BASE BID	LIQUIDATED DAMAGES PER DAY
$1,000 to $20,000	$25.00
$20,001 to $75,000	$50.00
$75,001 to $150,000	$125.00
$150,001 to $350,000	$187.50
$350,001 to $750,000	$200.00
$750,001 to $1,000,000	$250.00
$1,000,001 to $2,000,000	$300.00
$2,000,001 to $3,000,000	$370.00
$3,000,001 to $4,000,000	$400.00
$4,000,001 to $5,000,000	$425.00
$5,000,001 to $6,000,000	$450.00
$6,000,001 to $7,000,000	$475.00
$7,000,001 to $8,000,000	$500.00
$8,000,001 to $9,000,000	$525.00

$9,000,001 to $10,000,000	$550.00
$10,000,001 to $11,000,000	$575.00
$11,000,001 to $12,000,000	$600.00
$12,000,001 and over	$625.00

For each day that expires after the time specified in Paragraph 2.3 – Notice to Proceed.

12.2.3 This sum is not a penalty. The CITY reserves the right to additionally recover direct job site expenses, including CONSULTANT's expenses incurred during the period of any delay. The CONTRACTOR shall be liable for liquidated damages even if the Contract is terminated by the CITY for cause or if the CONTRACTOR abandons the Work. The liability of the CONTRACTOR and its surety or sureties for damages provided by this Article is joint and several.

ARTICLE 13 – TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1 NOTICE OF DEFECTS:

13.1.1 Prompt notice of all defects for which CITY or CONSULTANT have actual knowledge shall be given to CONTRACTOR. All *defective* Work, whether or not completed, may be rejected, corrected or accepted as provided in Article 13 – Tests and Inspections: Correction, Removal or Acceptance of Defective Work.

13.1.2 Unremedied defects identified for correction during the guarantee period but remaining after its expiration shall be considered as part of the obligations of the guarantee. Defects in material, workmanship or equipment which are remedied as a result of obligations of the guarantee, shall subject the remedied portion of the Work to an extended guarantee period of one (1) year after the defect has been remedied. The Surety shall be bound with and for the CONTRACTOR in the CONTRACTOR's observance of the guarantee.

13.2 ACCESS TO WORK:

13.2.1 CONSULTANT's and CONSULTANT's representatives, other representatives of the CITY, testing agencies and governmental agencies with jurisdictional interests shall have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

13.3 TESTS AND INSPECTIONS:

13.3.1 CONTRACTOR shall give CONSULTANT timely notice of readiness of the Work for all required inspections, tests or approvals.

13.3.2 If any federal, state or local laws and regulations require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore pay all costs in connection therewith, and furnish CONSULTANT the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and pay all costs in connection with any inspection or testing required in connection with the CITY's or CONSULTANT's acceptance of supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.

13.3.3 All inspections, tests or approvals other than those required by federal, state, or local laws or regulations shall be performed by organizations acceptable to the CITY and CONSULTANT.

13.3.4 If any work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of CONSULTANT, it must, if requested by CONSULTANT, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given CONSULTANT timely written notice of CONTRACTOR's intention to cover the same and CONSULTANT has not acted with reasonable promptness in response to such notice.

13.3.5 Observations by CITY, CONSULTANT inspections or tests or approvals by others shall not relieve CONTRACTOR from CONTRACTOR's obligation's to perform the Work in pursuant to the Contract Documents.

13.3.6 General: For tests specified to be made by the CONTRACTOR, the testing personnel shall make the necessary inspections and tests, the testing work and testing report thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Five (5) copies of the report shall be submitted and authoritative certification thereof must be furnished to the CONSULTANT as a prerequisite for the acceptance of any material or equipment.

13.3.7 If, in the making of any test of any material or equipment, it is ascertained by the CONSULTANT that the material or equipment does not comply with the Contract Documents, the CONTRACTOR will be notified thereof and it will be directed to refrain from delivering such material or equipment, or to remove it promptly from the Site or from the Work and replace it with acceptable material, without cost to the CITY.

13.3.8 Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized test codes.

13.3.9 Costs. All inspection and testing or materials furnished under this Contract will be provided by the CONTRACTOR, unless otherwise expressly specified.

13.3.10 Materials and equipment submitted by the CONTRACTOR as the equivalent of those specifically named in the Contract may be tested by the CITY for compliance. The CONTRACTOR shall reimburse the CITY for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

13.3.11 Certificate of Manufacture: CONTRACTOR shall furnish CONSULTANT authoritative evidence in the form of Certificate of Manufacture that the materials to be used in the Work have been manufactured and tested in conformity with the Contract Documents.

13.3.12 These Certificates of Manufacture shall be notarized and include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

13.3.13 Start-up Tests: As soon as conditions permit, the CONTRACTOR shall furnish all labor, materials and instruments and shall make start-up tests of equipment.

13.3.14 If the start-up tests disclose any equipment furnished under the Contract which does not comply with the requirements of the Contract Documents, the CONTRACTOR shall, prior to demonstration tests, make all changes, adjustments and replacements required. The CONTRACTOR shall assist in the start-up tests as applicable.

13.4 UNCOVERING WORK:

13.4.1 If any Work is covered contrary to the request of CONSULTANT, it must, if requested by CONSULTANT, be uncovered for CONSULTANT's observation and replaced at CONTRACTOR's expense.

13.4.2 If CONSULTANT requests that covered Work be observed by CONSULTANT or inspected or tested by others, CONTRACTOR, at CONSULTANT's request shall uncover, expose or otherwise make available for observation, inspection or testing as CONSULTANT may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is *defective*, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and the CITY shall be entitled to an appropriate decrease in the Contract Price, and if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Article 11. If however, such Work is found to be *defective*, CONTRACTOR shall be allowed an increase in Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 – Change in Contract Price and Article 12 – Change in Contract Time in the General Conditions.

13.5 CITY MAY STOP THE WORK:

13.5.1 If the Work is *defective*, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work shall conform to the Contract Documents, the CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CITY to stop the Work shall not give rise to any duty on the part of the CITY to exercise this right for the benefit of CONTRACTOR or any other party.

13.6 CORRECTION OR REMOVAL OF DEFECTIVE WORK:

13.6.1 If required by CONSULTANT, CONTRACTOR shall promptly, as directed, either correct all *defective* Work, whether or not fabricated, installed or completed, or if the Work has been rejected by CONSULTANT, remove it from the Site and replace with non-*defective* Work. CONTRACTOR shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

13.6.2 If the CONTRACTOR refuses to comply, the CITY may do of the following:

13.6.2.1 The CITY shall correct any work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due to the CONTRACTOR, or

13.6.2.2 The CITY shall hold back final payment due CONTRACTOR until such time as the Work is completed to the satisfaction of the CITY's Project Manager and in compliance with the CITY's specifications. The CITY's Project Manager shall have the discretion to determine if the Work is satisfactory and in compliance with the specifications.

13.6.3 The remedies contained herein are not exclusive and the CITY/OWNER reserves the right to pursue any and all other remedies it deems applicable.

13.7 ONE-YEAR CORRECTION PERIOD:

13.7.1 If within one (1) year after the date of Acceptance of Work or such longer period of time as may be prescribed by federal, state or local laws and regulations, or by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents; any Work is found to be *defective*, CONTRACTOR shall promptly, without cost to the CITY and in accordance with the CITY's written instructions, either correct such *defective* Work, or if it has been rejected by the CITY, remove it from the Site and replace it with non-*defective* Work.

13.7.2 If CONTRACTOR does not promptly comply with the terms of such instructions or incase of an emergency where delay would cause serious risk of loss or damage; the CITY may have the *defective* Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) shall be paid by CONTRACTOR.

13.7.3 In special circumstances where a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

13.7.4 Nothing herein shall be deemed a waiver of the statute of limitations as provided in Florida Law.

13.7.5 Where *defective* Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this Paragraph 13.7 – "One Year Correction Period", the correction period hereunder with respect to such Work shall be extended for an additional period

of one (1) year after such correction or removal and replacement has been satisfactorily completed.

13.8 ACCEPTANCE OF DEFECTIVE WORK:

13.8.1 Instead of requiring correction or removal and replacement of *defective* Work, CITY (prior to CONSULTANT's recommendation of final payment), if CONSULTANT prefers to accept *defective* Work CITY may accept *defective* Work. If CITY accepts *defective* Work pursuant to this Paragraph 13.8. CONTRACTOR shall pay all claims, costs, losses and damages attributable to CITY's evaluation of and determination to accept such *defective* Work (such costs to be approved by CONSULTANT as to reasonableness and to include but not limited to fees and charges of engineers, architects, attorneys and other professionals).

13.8.2 If any such acceptance of *defective* work occurs prior to CONSULTANT's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the CITY may make a claim therefor as provided in Article 11 – Change of Contract Price. If acceptance occurs after such recommendation, CONTRACTOR shall pay an appropriate amount to the CITY.

13.9 CITY MAY CORRECT DEFECTIVE WORK:

13.9.1 If CONTRACTOR fails within thirty (30) days after written notice of CONSULTANT to proceed to correct *defective* Work, or remove and replace rejected Work as required by CONSULTANT in accordance with paragraph 13.7.1, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, the CITY may, after seven (7) days written notice to CONTRACTOR correct and remedy any such deficiency.

13.9.2 To the extent necessary to complete corrective and remedial action, the CITY may exclude CONTRACTOR from all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site and incorporate in the Work, all materials and equipment stored at the Site or for which the CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow the CITY, the CONSULTANT, the CITY's Representative agents and employees, such access to the Site as may be necessary to enable the CITY to exercise the rights and remedies under this Paragraph.

13.9.3 All direct, indirect and consequential costs of the CITY in exercising such rights and remedies under this Paragraph shall be charged against CONTRACTOR by CITY, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. The CITY shall be entitled to an appropriate decrease in the Contract Price, and if the parties are unable to agree as to the amount thereof, the CITY may make a claim therefore as provided in Article 11 – Change of Contract Price. Such direct, indirect and inconsequential costs shall include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs, and all costs of repair and/or replacement of Work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's *defective* work. CONTRACTOR shall also be responsible for restoring any other sites affected by such repairs or remedial work at no cost to the CITY. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the CITY of the CITY's rights pursuant to Paragraph 13.9 of the General Conditions.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION:

14.1 SCHEDULE OF VALUES

14.1.1 The schedule of values established as provided in Paragraph 2.9 – Finalizing Schedules, shall serve as the basis for progress payments and shall be incorporated into a form of Application for Payment acceptable to CITY and CONSULTANT.

14.2 UNIT PRICE BID SCHEDULE

14.2.1 Progress payments on account of Unit Price Work shall be based on the number of units completed.

14.2.2 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 pursuant to these General Conditions.

14.2.3 The CONTRACTOR shall receive and accept the compensation provided in the Bid and the Contract documents 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 final acceptance by the CITY.

14.2.4 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 stated in the Bid shall be in accordance with the description of that item.

14.3 APPLICATION FOR PAYMENTS:

14.3.1 Unless otherwise prescribed by federal, state or local law, at the end of each calendar month, the CONTRACTOR shall submit to the CONSULTANT for review, an Application for Payment (AFP) filled out and signed by the CONTRACTOR, covering the Work completed as of the date of the Application and accomplished by such supporting documentation pursuant to the Contract Documents.

14.3.2 The Net Payment Due to the CONTRACTOR shall be the above-mentioned subtotal from which shall be deducted from the amount of

retainage specified in the Contract, and the total amount of all previous approved Applications for Progress Payment submitted by CONTRACTOR. Retainage shall be calculated based upon the above-mentioned sub-total.

14.3.3 The CONTRACTOR shall list each Change Order executed prior to date of submission, at the end of the continuation sheets and shall list by Change Order Number, and description, as for an original component item of work.

14.3.4 As provided for in the Application for Payment (AFP) form, the CONTRACTOR shall certify for each current pay request that all previous progress payments received from the CITY, under this Contract have been applied by the CONTRACTOR to discharge in full all obligations of the CONTRACTOR in connection with Work covered by prior Application for Payment (AFP), and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest and encumbrances. CONTRACTOR shall attach to each Application for Payment (AFP) like obligation discharge affidavits by all subcontractors.

14.4 CONTRACTOR'S WARRANTY OF TITLE:

14.4.1 The CONTRACTOR warrants and guarantees that title to all Work and equipment covered by an Application for Payment, whether incorporated in the Project or not, shall have passed to the CITY prior to the making of an Application for Payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens"), and that no work or equipment covered by an Application for Payment shall have been acquired by the CONTRACTOR or by any other party performing the Work at the Site or furnishing equipment for the Project, subject to an agreement under which an interest therein or encumbrances thereon is retained by the seller of such products or otherwise imposed by the CONTRACTOR or such other person.

14.5 REVIEW OF APPLICATIONS FOR PAYMENT:

14.5.1 CONSULTANT shall, within ten (10) days after receipt of each Application for Payment, either indicate in writing, a recommendation of payment and present the Application to the CITY, or return the Application to CONTRACTOR indicating in writing CONSULTANT's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make necessary corrections and resubmit the Application. Thirty (30) days after receipt of the Application for Payment by the CITY with CONSULTANT's recommendation, the amount recommended shall (subject to the provisions of the last sentence of paragraph 14.5.4) become due and when due shall be timely paid by the CITY to CONTRACTOR.

14.5.2 CONSULTANT's recommendation of any payment requested in the Application for Payment shall not prohibit the CITY from withholding payment or prohibit the CITY from paying additional sums regarding other matters or issues between the parties.

14.5.3 CONSULTANT's recommendation of final payment shall constitute a representation by CONSULTANT to the CITY that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in Paragraph 14.10, Final Payment and Acceptance, have been fulfilled.

14.5.4 CONSULTANT may refuse to recommend in whole or any part of any payment if, in CONSULTANT's opinion, it would be incorrect to make such representations to the CITY. The CONSULTANT may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in CONSULTANT's opinion to protect the CITY from loss, including but not limited to:

14.5.4.1 The Work is *defective* or completed Work has been damaged requiring correction or replacement.
14.5.4.2 The Contract Price has been reduced by a Written Amendment or Change Order.
14.5.4.3 The CITY has been required to correct *defective* Work or complete Work pursuant to Paragraph 13.9, or
14.5.4.4 The CONSULTANT's actual knowledge of the occurrence of any of the events enumerated in Paragraphs 15.2.1 through 15.2.1.9 inclusive (CITY May Terminate).

14.5.5 The CITY may refuse to make payment of the full amount recommended by the CONSULTANT because claims have been made against the CITY on account of CONTRACTOR's performance or furnishing of the Work, or there are other items entitling the CITY to credit against the amount recommended but the CITY must give CONTRACTOR written notice (with a copy to CONSULTANT) stating the reasons for such action. Reasons the CITY may refuse to make payment include but are not limited to:

14.5.6 The Work for which payment is requested cannot be verified by the CITY.

14.5.7 Claims or Liens have been filed against the CITY relating to the Project or there is reasonable evidence indicating the probable filing thereof.

14.5.8 Upon unsatisfactory obligation of the Work, including failure to clean up as required.

14.5.9 Upon CONTRACTOR's persistent failure to cooperate with other contractors on the Project and persistent failure to carry out the Work in accordance with the Contract Documents.

14.5.10 Upon liquidated damages payable by the CONTRACTOR, or

14.5.11 Upon any other violation of, or failure of CONTRACTOR to comply with, the provisions of the Contract Documents.

14.6 SUBSTANTIAL COMPLETION:

14.6.1 When the CONTRACTOR considers the entire Work ready for its intended use, the CONTRACTOR shall notify the CITY and the CONSULTANT in writing that the Work is substantially complete and request that the CONSULTANT prepare a Certificate of Substantial Completion.

14.6.2 The CITY, the CONSULTANT and the CONTRACTOR shall make an inspection of the Work within fifteen (15) calendar days after notice from the CONTRACTOR that the Work is substantially complete to determine the status of completion. If the CONSULTANT does not

consider the Work substantially complete, the CONSULTANT shall notify the CONTRACTOR in writing giving the reasons therefor. If the CONSULTANT considers the Work to be substantially complete, the CONSULTANT shall prepare and deliver to the CITY for its execution and recordation, the Certificate of Substantial Completion, signed by the CONSULTANT and CONTRACTOR, which shall affix the Date of Substantial Completion.

14.6.3 The CITY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but the CITY shall allow CONTRACTOR reasonable access to complete or correct items on the "punch list", pursuant to Paragraph 14.12 of the General Conditions.

14.7 PARTIAL UTILIZATION:

14.7.1 The CITY shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the Work, or the restoration of any damaged work except such as may be caused by agent or employees of the CITY.

14.7.2 Prior to Substantial Completion, the CITY, with the approval of the CONSULTANT and with written notice to the CONTRACTOR, may use any completed or substantially completed portion of the Work. Such use shall not constitute an acceptance of such portions of the Work.

14.7.3 Use by the CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which the CITY, CONSULTANT, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by the CITY without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all Work subject to the following:

14.7.3.1 The CITY at any time may request CONTRACTOR in writing to permit the CITY to use any such part of the Work which the CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR shall certify to the CITY and CONSULTANT that said part of the Work is substantially complete and request CONSULTANT to issue a Certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify the CITY and CONSULTANT in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request CONSULTANT to issue a Certificate of Substantial Completion for that part of the Work. Within fifteen (15) days after either such request, the CITY, CONTRACTOR and CONSULTANT shall make an inspection of that part of Work to determine its status of completion. If CONSULTANT does not consider that part of the Work to be substantially complete, CONSULTANT shall notify the CITY and CONTRACTOR in writing giving the reasons therefore. If CONSULTANT considers that part of the Work to be substantially complete, the provisions of Paragraphs 14.6.1 and 14.6.2 shall apply with respect to Certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.7.3.2 The CITY may at any time, request CONTRACTOR in writing to permit the CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request shall be sent to CONSULTANT and within fifteen (15) days thereafter, the CITY, CONTRACTOR and CONSULTANT shall make an inspection of that part of the Work to determine its status of completion and shall prepare a list of items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to the CITY and CONSULTANT that such part of the Work is not ready for separate operation by the CITY; CONSULTANT shall finalize the list of items to be completed or corrected and shall deliver such list to the CITY and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final judgment between the CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which shall become binding upon the CITY and CONTRACTOR at the time when the CITY takes over such operation (unless CONTRACTOR shall have otherwise agreed in writing and so informed CONSULTANT). During such operation and prior to Substantial Completion of such part of the Work, the CITY shall allow CONTRACTOR reasonable access to complete or correct items on such list and to complete other related Work.

14.8 FINAL INSPECTION:

14.8.1 Upon written notice from the CONTRACTOR that the entire Work or an agreed upon portion thereof is complete, CONSULTANT shall make a final inspection with the CITY and CONTRACTOR and shall notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete, *defective*, or not in accordance with the Contract Documents. CONTRACTOR shall immediately take such measures as necessary to remedy such deficiencies.

14.9 FINAL APPLICATION FOR PAYMENT:

14.9.1 After CONTRACTOR has completed in writing all such corrections to the satisfaction of CONSULTANT and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in Paragraph 14.6, Substantial Completion) and other documents- all as required by the Contract Documents, and after CONSULTANT has indicated in writing that the Work is acceptable and has been completed in conformance with the drawings and specifications and any approved changes thereto, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to CITY) of all Liens arising out of or filed in connection with the Work.

14.10 FINAL PAYMENT AND ACCEPTANCE:

14.10.1 Upon receipt of written notice from the CONTRACTOR that the Work has been completed in conformity with the Drawings and Specifications and any approved changes thereto, and receipt of the Final Application for Payment with the Warranty of Title and accompanying documentation; the CITY's CONSULTANT shall promptly examine the Work and making such tests as he/she may deem proper, and using all of the care and judgment normally exercised in the examination of completed Work by a properly qualified and experienced professional Consultant, shall satisfy themselves that the CONTRACTOR's statement appears to be correct and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled. The CONSULTANT shall then inform the CITY in writing that CONSULTANT have examined the Work and that it appears, to the best of the CONSULTANT's knowledge and belief, to conform to the Contract Drawings, Specifications and any approved Change Orders that the CONTRACTOR's other obligations under the

Contract Documents have been fulfilled, and that CONSULTANT therefore recommend acceptance of the Work for ownership and Final Payment to the CONTRACTOR. However, it is agreed by the CITY and the CONTRACTOR that such statement by the CITY's CONSULTANT does not in any way relieve the CONTRACTOR from their responsibility to deliver a fully completed job in a good and workmanlike condition, and does not render the CONSULTANT or the CITY liable for any faulty Work done or defective materials or equipment used by the CONTRACTOR.

14.10.2 The CONSULTANT shall then make a final estimate of the value of all Work done and shall deduct all previous payments which have been made. The CONSULTANT shall report such estimate to the CITY together with his/her recommendation as to the acceptance of the Work or his/her findings as to any deficiencies therein. After receipt and acceptance by the CITY of the properly executed Final Warranty of Title and after approval of the CONSULTANT's estimate and recommendation to the CITY, the CITY shall make final payment to the CONTRACTOR of the amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, or as may be lawfully retained, including but not limited to, Liquidated Damages, as applicable. Title passes and warranty begins at final acceptance.

14.10.3 All prior estimates are subject to correction in the final estimate. Thirty (30) days after approval by the CITY of the Application for Final Payment, the amount recommended by CONSULTANT shall become due and shall be paid to the CONTRACTOR.

14.11 WAIVER OF CLAIMS:

14.11.1 The making and acceptance of Final Payment shall constitute:

14.11.1.1 Waiver of all claims by CITY against CONTRACTOR, except claims arising from unsettled Liens from *defective* Work appearing after final inspection, pursuant to Paragraph 14.8, Final Inspection, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents or the Performance and Payment Bonds; and

14.11.1.2 Waiver of all claims by CONTRACTOR against CITY other than those previously made in writing and still unsettled at the time of making an acceptance of Final Payment.

14.12 PUNCHLIST PROCEDURES:

As per Florida Statutes § 218.735(7)(a)(ii), punchlist procedures to render the Work complete, satisfactory and acceptable are established as follows:

14.12.1 Within fifteen (15) days of Substantial Completion of the construction services purchased as defined in the Contract, CONTRACTOR shall schedule a Substantial Completion Walkthrough with CITY and CONSULTANT. The purpose of the Substantial Completion Walkthrough is to develop a preliminary punchlist ("Punchlist") of items to be performed by the CONTRACTOR, based upon observations made jointly between the CONTRACTOR, CONSULTANT and CITY during the Substantial Completion Walkthrough. Completion of the Work as defined by the Contract, again predicated upon the CONTRACTOR's timely initiation of a request for the Substantial Completion Walkthrough. At its option, CITY may conduct Substantial Completion Walkthrough with its Field Inspector and CONSULTANT.

14.12.2 CONTRACTOR shall endeavor to address and complete as many items as possible noted on the Punchlist either during the Substantial Completion Walkthrough itself, or thereafter for a period of thirty (30) days from the date of the Substantial Completion Walkthrough.

14.12.3 No later than thirty (30) days following the scheduled Substantial Completion Walkthrough, CONTRACTOR shall again initiate and request a second walkthrough of the Project with CITY. The purpose of this second walkthrough is to identify which items remain to be performed from the Substantial Completion Walkthrough Checklist and to supplement that list as necessary (based, for example, upon work which may have been damaged as a result of the CONTRACTOR's performance of completion of items contained on the Substantial Completion Walkthrough Punchlist) and for the purpose of developing a joint Final Punchlist.

14.12.4 The intent of this section is for the CITY and the CONTRACTOR to cooperate to develop a Final Punchlist to be completed no later than thirty (30) days from the date of reaching Substantial Completion of the construction services or as defined in the Contract Documents.

14.12.5 In no event may the CONTRACTOR request payment of final retainage under Florida Statutes § 218.735(7)(d) until the CONTRACTOR considers the Final Punchlist to be 100% complete.

14.12.6 CONTRACTOR agrees to complete the Final Punchlist items within thirty (30) days of the date of its issuance by CITY.

14.12.7 CONTRACTOR acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as the Final Punchlist is 100% complete.

14.12.8 CONTRACTOR acknowledges and agrees that CITY may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the CONTRACTOR to address. The intent of any such CITY generated lists prior to Substantial Completion is to attempt to streamline the Punchlist process upon achieving Substantial Completion, and to allow for the CONTRACTOR to address needed areas of corrective work as they may be observed by CITY during performance of the Work.

14.12.9 CONTRACTOR acknowledges and agrees that in calculating 150% of the amount which may be withheld by CITY as to any Final Punchlist item for which a good faith basis exists as to it being complete, as provided for by Florida Statutes § 218.735(7)(d), CITY may include within such percentage calculation its <u>total costs</u> for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the Schedule of Value associated with such work activity, but rather total costs are based upon the value (i.e. cost) of completing such work activity based upon market conditions at the time of Final Punchlist completion.

14.13 REDUCTION OF RETAINAGE PROCEDURES:

14.13.1 CONTRACTOR may request a reduction of retainage pursuant to Florida Statutes § 218.735(7)(d). The term "Fifty Percent Completion" as stated in Florida Statutes § 218.735(7)(8)(b) shall be defined as follows in lieu of any other definition:

14.13.1.1 "Fifty Percent Completion" of the Work is defined as that point in time where 50% of the overall value of Work items incorporated and which shall remain in place subsequent to final completion of the Work have been completed, based upon the Schedule of Values contained in the Contract. As such, and by way of example, the value of CONTRACTOR's mobilization, general conditions, supervision or like items which do not involve permanent incorporation of Work, do not apply to the determination of "Fifty Percent Completion" of the Work for purposes of establishing entitlement to a reduction of retainage.

14.13.2 With regard to any contract for construction services, the CITY may withhold from each progress payment made to the CONTRACTOR an amount not exceeding ten (10%) percent of the payment as retainage until fifty (50%) completion of such services.

14.13.3 After fifty (50%) percent completion of the construction services, pursuant to the Contract, the CITY must reduce to five (5%) percent the amount of retainage withheld from each subsequent progress payment made to the CONTRACTOR. For purposes of this subsection, the term "Fifty (50%) percent completion" has the meaning set forth in the Contract between local governmental entity and the CONTRACTOR or, if not defined in the Contract, the point at which the local governmental entity has expended fifty (50%) of the total cost of the construction services as identified in the Contract, together with all costs associated with existing change orders and other additions or modifications to the construction services provided for in the Contract.

14.13.4 After fifty (50%) completion of the construction services purchased pursuant to the Contract, the CONTRACTOR may elect to withhold retainage for payments to its subcontractors at a rate higher than five (5%) percent. The specific amount to be withheld must be determined on a case-by-case basis and must be based on the CONTRACTOR's assessment of the subcontractor's past performance, the likelihood that such performance will continue, and the CONTRACTOR's ability to rely on other safeguards. The CONTRACTOR shall notify the subcontractor, in writing, of its determination to withhold more than five (5%) of the progress payment and the reasons for making that determination and the CONTRACTOR may not request the release of such retained funds from the CITY.

14.13.5 After fifty (50%) percent completion of the construction services purchased pursuant to the Contract, the CONTRACTOR may present to the CITY a payment request for up to one-half (1/2) of the retainage held by the CITY. The CITY shall promptly make payment to the CONTRACTOR, unless the CITY has grounds, pursuant to paragraph (f), for withholding the payment of retainage. If the CITY makes payment of retainage to the CONTRACTOR under this paragraph which is attributable to the labor, services or materials supplied by one or more subcontractors or suppliers, the CONTRACTOR shall timely remit payment of such retainage to those subcontractors and suppliers.

14.13.6 This section does not prohibit the CITY from withholding retainage at a rate less than ten (10%) percent of each progress payment, from incrementally reducing the rate of retainage pursuant to a schedule provided for in the Contract, or from releasing at any point all or a portion of any retainage withheld by the CITY which is attributable to the labor, services, or materials supplied by the CONTRACTOR or by one or more subcontractors or suppliers. If the CITY makes any payment of retainage to the CONTRACTOR which is attributable to the labor, services, or materials supplies by one or more subcontractors or suppliers, the CONTRACTOR shall timely remit payment of such retainage to those subcontractors and suppliers.

14.13.7 This section does not require the CITY to pay or release any amounts that are subject of a good faith dispute, the subject of a claim brought pursuant to Florida Statutes § 255.05 or otherwise the subject of a claim or demand by the CITY or CONTRACTOR.

14.13.8 The time limitations set forth in this section for payment requests, apply to any payment request for retainage made pursuant to this section.

14.13.9 Paragraphs 14.13.2 through 14.13.6 do not apply to construction services purchased by the CITY which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act.

14.13.10 This subsection does not apply to any construction services purchased by the CITY if the total cost of the construction services as identified in the contract is $200,000 or less.

14.13.11 All payments dues under this section and not made within the time periods specified by this section shall bear interest at the rate of one (1%) percent per month, or the rate specified by contract, whichever is greater.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION:

15.1 CITY MAY SUSPEND/STOP WORK:

15.1.1 THE CITY MAY SUSPEND WORK: The CITY may, at any time and without cause, suspend the Work or any portion thereof for period of not more than ninety (90) days by notice in writing to CONTRACTOR and CONSULTANT which shall affix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so affixed. If CONTRACTOR claims an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, CONTRACTOR may make a claim as provided in Articles 11 (Change of Contract Price) and Article 12 (Change of Contract Time) of the General Conditions.

15.1.2 THE CITY MAY STOP WORK: The CITY or CITY's Representative may stop the Work or any portion thereof when it has been determined that the CONTRACTOR is not complying with the Drawings or Specifications or the intent thereof. The Stop Work order may be verbal and the CONTRACTOR shall cease work immediately except for leaving the Work area in a safe and acceptable condition. A verbal Stop Work order shall be followed by a confirmation in writing. The CONTRACTOR shall not be allowed an increase in the Contract Price or an extension of the Contract Time during the Stop Work period. A Start Work order may be verbal and shall be followed by a confirmation in writing.

15.2 CITY MAY TERMINATE FOR CAUSE:

15.2.1 Upon the occurrence of any one or more of the following events:

15.2.1.1 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such timing relating to CONTRACTOR's bankruptcy or insolvency;

15.2.1.2 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code (Title 11, United States Code) as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to CONTRACTOR's bankruptcy or insolvency;

15.2.1.3 If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.1.4 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors;

15.2.1.5 If CONTRACTOR admits in writing an inability to pay the debts generally as they become due;

15.2.1.6 If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including but not limited to, failure to supply sufficient skilled workers suitable materials or equipment or failure to adhere to the progress schedule established under Paragraph 2.6 as revised from time to time);

15.2.1.7 If CONTRACTOR disregards any federal, state or local laws and or regulations of any Local Public Agency regulations that apply.

15.2.1.8 If CONTRACTOR disregards the authority of CONSULTANT; or

15.2.1.9 If CONTRACTOR otherwise violates any provisions of the Contract Documents;

15.2.1.10 In the event of termination; the CITY may take possession of the premises and all materials, tools, and appliances, thereon and finish the Work by whatever method it may deem expedient. In such cases, the CONTRACTOR shall only be entitled to receive payment for Work satisfactorily completed prior to the termination date, subject to any setoffs due the CITY in completing the Project and for reimbursement for damages incurred. The CITY may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by CONTRACTOR to complete the Work. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the expense incurred by the CITY to finish the Work (including additional managerial and administrative services, plus the CITY's direct, indirect and consequential losses), exceeds the unpaid balance on the Contract, the CONTRACTOR or Surety shall pay the difference to the CITY promptly upon demand. The expense incurred through the CONTRACTOR's default, shall be certified by the CITY's Project Manager. The CONTRACTOR shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the CONTRACTOR and its surety or sureties for such damages and costs is joint and several. The obligations of the CONTRACTOR and their surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the CONTRACTOR and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the Project in its entirety. These clauses shall survive the termination of this CONTRACT. If the CITY makes a determination pursuant to this Contract to hold the CONTRACTOR in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination without cause as described below. The CONTRACTOR agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Agreement in connection with such termination, any and all claims for consequential damages, loss of bonding capability, destruction of business, unabsorbed home office overhead, lost profit and related claims.

15.2.2 Where CONTRACTOR's services have been terminated by the CITY, the termination shall not affect any rights or remedies of the CITY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies due CONTRACTOR by the CITY shall not release CONTRACTOR from liability.

15.3 CITY MAY TERMINATE WITHOUT CAUSE:

15.3.1 The CITY may terminate this Contract without cause by giving seven (7) days prior written notice to the CONTRACTOR, and in such event, the CITY shall pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the Work completed as of the Date of Termination, plus reasonable termination expenses. The CITY also shall reimburse the CONTRACTOR for all costs necessarily incurred for organizing and carrying out the stoppage of Work paid directly to the CONTRACTOR, not including overhead, general expenses or profit. The CITY shall not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments to subcontractors or material men or for penalties or damages for canceling such contractual commitments, (with the exception that the CITY shall reimburse the CONTRACTOR for major materials or equipment purchased before termination, if the CONTRACTOR can show proof of such purchases prior to notice of termination) inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. In the event of termination by the CITY, the CITY may require the CONTRACTOR promptly to assign to it, all or some subcontracts, construction, plants, materials tools, equipment, appliances, rental agreements, and other commitments which the CITY, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the CITY written assignments of the same.

15.4 REMOVAL OF EQUIPMENT DUE TO TERMINATION:

15.4.1 Removal of Equipment: In the case of termination of this Contract before completion, for any cause whatever, the CONTRACTOR, if notified to do so by the CITY or CITY's Project Manager, shall promptly remove any part of all of this equipment and supplies from the property of the CITY. Should the CONTRACTOR not remove such equipment and supplies, the CITY shall have the right to remove them at the expense of the CONTRACTOR. Equipment and supplies shall not be construed to include such items for which the CONTRACTOR has been paid in whole or in part.

15.5 CONTRACTOR MAY STOP WORK OR TERMINATE:

15.5.1 If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by the CITY, or under an order of court or other public authority, or CONSULTANT fails to act on any Application of Payment within thirty (30) days after it is submitted, or the CITY fails to pay any sum finally determined to be due within sixty (60) days to CONTRACTOR, CONTRACTOR may upon CITY's and CONSULTANT's receipt of seven (7) days written notice to the CITY and CONSULTANT, terminate the Contract and the CITY shall pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the Work completed as of the Date of Termination. The CITY shall not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments for canceling such contractual commitments inasmuch as the CONTRACTOR shall make all subcontracts and

other commitments subject to this provision. The CITY may require the CONTRACTOR to promptly assign CITY all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and any other commitments which the CITY, in its sole discretion, chooses to take by assignment, and in such event, the CONTRACTOR shall promptly execute and deliver to the CITY written assignments of the same. In addition and in lieu of terminating the Contract, if CONSULTANT has failed to act on an Application for Payment or the CITY has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days written notice to the CITY and CONSULTANT, stop the Work until payment of all amount becomes due. The provisions of this paragraph shall not relieve the CONTRACTOR of the obligations under Paragraph 6.24 – Continuing the Work, to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the CITY or CONSULTANT.

ARTICLE 16 -DISPUTE RESOLUTION

16.1 GOOD FAITH EFFORT:

16.1.1 Any disputes relating to interpretation of the terms of this Contract or a question or fact arising under this Contract, shall be resolved through good faith efforts upon the part of the CONTRACTOR and the CITY or CITY's Project Manager. At all times, the CONTRACTOR shall carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the CITY or its representatives, pending a final resolution of the dispute, including, if necessary, any determination by a Court of competent jurisdiction. Any dispute which is not resolved by mutual agreement of CONTRACTOR and CITY's or CITY's Project Manager shall be decided by the CITY MANAGER or CITY MANAGER's designee who shall reduce the decision to writing. The decision of the CITY MANAGER or CITY MANAGER's designee shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

16.2 MEDIATION:

16.2.1 Prior to initialing any litigation concerning this Contract, the CITY reserves the right to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for Palm Beach County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

ARTICLE 17 – MISCELLANEOUS:

17.1 GIVING NOTICE:

17.1.1 All notices, requests, consents and other communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to :

To CITY:
User Department
3301 Quantum Boulevard, Suite 101
Boynton Beach, Florida 33426

WITH A COPY TO:
Director of Financial Services
Procurement Services
3301 Quantum Boulevard, Suite 101
Boynton Beach, Florida 33426

CONTRACTOR:
Individual or to a member of the firm or to an officer of the
corporation for whom it is intended.

17.2 COMPUTATION OF TIME:

17.2.1 When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a federal or state legal holiday, such day shall be omitted from the computation.

17.3 NOTICE OF CLAIM:

17.3.1 Should CITY or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within seven (7) calendar days of the first observance of such injury or damage. The provisions of this Paragraph 17.3 shall not be construed as a substitute for a waiver of the provisions of any applicable statute of limitations or repose or an actual waiver of the provisions.

17.4 CULMULATIVE REMEDIES:

17.4.1 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by Sections 6 – Contractor's Responsibilities, Section 13 – Test and Inspections, Correction, Removal or Acceptance of Defective Work, Section 14 – Payments to Contractor and Completion, and Section 15 – Suspension of Work and Termination, and all of the rights and remedies

available to the CITY and CONSULTANT thereunder, are in addition to and are not to be construed in any way as a limitation of, any rights and remedies available to any or all duties and obligations which are otherwise imposed or available by federal, state and local laws or regulations, by special warranty or guarantee or by any other provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents, and the provisions of this paragraph shall be as effective as if stated specifically in the Contract Documents in connection with each particular duty obligation, right and remedy. All representations warranties and guarantees made in the Contract Documents shall survive final payment and termination of completion of the Contract.

17.5 ACCIDENT AND PREVENTION:

17.5.1 The safety provisions of applicable laws and building and construction codes shall be observed and the CONTRACTOR shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable laws. The CONTRACTOR shall maintain an accurate record of all cases of death, occupational diseases, or injury requiring medical attention or causing loss of time from Work, arising out of and in the course of employment on Work under the Contract. The CONTRACTOR shall promptly furnish the local public agency with reports concerning these matters.

17.6 FLORIDA PRODUCTS AND LABOR:

17.6.1 The CONTRACTOR shall comply with Florida Statutes § 255.04, which requires that on public building contracts, Florida products and labor shall be used whenever price and quality are equal.

17.7 EMPLOYEES:

17.7.1 All labor described in these specifications or indicated on the Drawings and the Work specified or indicated shall be executed in a thoroughly substantial and workmanlike manner by mechanics skilled in the applicable trades.

17.7.2 Any person employed on the Project who fails, refuses, or neglects to obey the instructions of the CONTRACTOR in anything relating to this Project, or who appears to the CITY or CITY's Representative to be disorderly, intoxicated, insubordinate, or incompetent, shall upon the order of the CITY, be discharged at once and will no longer be employed in any part of the Work. Any interference with, or abuse or threatening conduct toward the CITY, CONSULTANT, or their inspectors by the CONTRACTOR or its employees or agents, shall be authority for the CITY to annul the Contract and re-let the Project. No intoxicating substance shall be allowed at the Project Site.

17.8 NON-DISCRIMINATION:

17.8.1 The CONTRACTOR shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination, rates of pay or other form of compensation; and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. These provisions apply to all subcontractors and CONTRACTOR is responsible for the subcontractor compliance.

17.9 DRUG-FEE WORKPLACE:

17.9.1 The CITY requires all prospective CONTRACTORS to maintain a Drug-Free Workplace and have their Drug-Free Workplace policy posted in their offices and available for inspection by the CITY.

17.10 PUBLIC ENTITY CRIMES:

17.10.1 Pursuant to Florida Statutes § 287.133, as amended; a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes § 287.017 for CATEGORY TWO or higher for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

17.11 ASSIGNMENT:

17.11.1 This Contract nor any monies due hereunder, or any part thereof; shall not be assigned or transferred by CONTRACTOR without written consent of the party sought to be bound. The CITY shall not be liable to any assignee or transferee of the Contract or any monies due hereunder without the previous written consent of the CITY, to the assignment or transfer. The CITY shall not release or discharge CONTRACTOR from any obligation hereunder. The CITY shall not approve an assignment or transfer unless the Surety on the Contract Performance and Payment Bonds has informed the CITY in writing that it consents to the assignment or transfer.

17.12 VENUE:

17.12.1 This Contract shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida with venue lying in Palm Beach County, Florida.

17.13 FUNDING OUT:

17.13.1 It is necessary that fiscal funding out provisions be included in all Bids in which the terms are for periods longer than one year. Therefore, the following funding out provisions are an integral part of this Invitation to Bid and CONTRACTOR agrees that:

17.13.2 The CITY during the contract period may terminate or discontinue the items covered in this Bid for lack of appropriated funds upon the same terms and conditions.

17.13.3 Such prior written notice shall state that the lack of appropriated funds is the reason for termination.

17.14 CITY's PURCHASING CARD:

17.14.1 The CITY has authorized use of a Purchasing Card to expedite small dollar purchases for materials, supplies and other items needed for daily operations. CONTRACTOR may be presented these Purchasing cards by authorized CITY personnel for the above mentioned purchases.

17.14.2 The CITY reserves the right to use the Purchasing Cards as an optional payment method to pay invoices for the project Work submitted by the CONTRACTOR.

17.15 DEBARMENT:

17.15.1 The CITY shall have the authority to debar a person/corporation/contractor for cause for consideration of award of future contacts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

17.16 REQUIREMENTS FOR PERSONNEL ENTERING CITY PROPERTY:

17.16.1 Possession of firearms shall not be tolerated in or near CITY buildings. Nor shall violation of Federal, State and local laws and policies regarding Drug-Free Workplace be tolerated. Violators shall be subject to immediate termination.

17.16.2 "Firearm" means any weapon (including a starter gun or antique firearm) which is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame of receiver of any such weapon; any destructive device; or any machine gun.

17.16.3 No person who has a firearm in their vehicle may park their vehicle on CITY premises.

17.16.4 If any employee of CONTRACTOR or Sub-Contractor is found to have brought a firearm on CITY property, such employee must be terminated from the Project by the CONTRACTOR or Sub-Contractor. If the Sub-Contractor fails to terminate such employee, the Sub-Contractor's agreement with the CONTRACTOR for the CITY project shall be terminated. If the CONTRACTOR fails to terminate such employee or fails to terminate the agreement with the Sub-Contractor who fails to terminate such employee, the CONTRACTOR's agreement with the CITY shall be terminated.

17.17 PRODUCT RECALL:

17.17.1 In the event the CONTRACTOR receives notice that a product delivered by the CONTRACTOR to the CITY has been recalled, seized, or embargoed, and/or has been determined misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any state or federal regulatory agency, the CONTRACTOR shall notify the CITY's Procurement Services Division within two (2) business days of receiving such notice. The CITY's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the CONTRACTOR's duty to notify the CITY, CONSULTANT and CITY's Procurement Services Division that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the CITY shall include the name and description of the affected product; the approximate date the affected product was delivered to the CITY; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the CITY, if necessary to protect the health, welfare, and safety of CITY employees, and any health hazards known to the CONTRACTOR which may be caused or created by the affected product.

17.17.2 The CONTRACTOR shall, at the option of the CITY's Procurement Services Division, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the CITY. The CONTRACTOR shall be responsible for removal and/or replacement of the affected product within the time specified by the CITY, without causing significant inconvenience to the CITY.

17.17.3 At the option of the CITY, the CONTRACTOR may be required to reimburse storage, disposal and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The CONTRACTOR shall bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to removal and/or replace the affected product with an equivalent replacement within the time specified by the CITY, without causing significant inconvenience to the CITY shall be considered a default of the Contract.

17.18 RIGHTS TO BID DOCUMENTS:

17.18.1 All copies and contents of any proposal, attachment, and explanation thereof submitted in response to this Invitation to Bid (except copyright material), shall become the property of the CITY of Boynton Beach. The CITY reserves the right to use, at its discretion, and in any manner it deems appropriate, any concept, idea, technique or suggestion contained therein. All copyright and industrial/commercial proprietary, confidential and/or privileged information such as financial records, must be clearly identified, as such confidentiality is protected until award of contract, in accordance with Florida Statutes, Chapter 119. Such material shall be returned to the Bidders prior to award of contract so as to preserve the proprietary and confidential nature of its contents.

17.19 SEVERABILITY:

17.19.1 Indulgence by the CITY on any non-compliance by the CONTRACTOR does not constitute a waiver of any rights under this Invitation to Bid. If any term or provision of this Bid or resulting Contract, or the application thereof to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this Bid or Contract, or the application of such terms or provisions to persons or

circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Bid/Contract shall be deemed valid and enforceable to the extent permitted by law.

17.20 VERIFICATION OF EMPLOYMENT STATUS:

17.20.1 The CITY shall not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized immigrant workers, constituting a violation of the employment provisions contained in U.S. C. Section I324a(e) (Section274A9e) of the Immigration and Nationality Act (INA). The CITY shall consider the employment by any contractor of unauthorized aliens a violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the CITY.

17.21 ABBREVIATIONS AND SYMBOLS:

17.21.1 Referenced Standards: Any reference to published specifications or standards of any organization or association shall comply with the requirements of the specifications or standards which is current on the date of Advertisement of Bids. In case of a conflict between the referenced specifications or standards, the one having the more stringent requirement shall govern.

17.21.2 In case of conflict between the referenced specifications or standards and the Contract Documents, the Contract Documents shall govern.

17.21.3 ABBREVIATIONS:

AA	Aluminum Association
AAA	American Arbitration Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturer's Assoc.
AASHO	The American Association of State Highway Officials
ABA	American Bar Association
ABMA	American Boiler Manufacturer's Association
ABPA	Acoustical and Board Products Association
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies
AFBMA	Anti-Friction Bearing Manufacturer's Assoc.
AGA	American Gas Association
AGC	Associated General Contractors of America
AGMA	American Gear Manufacturer's Association
AHA	American Hardboard Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIA	American Insurance Association
AIEE	American Institute of Electrical Engineers (Now IEEE)
AIMA	Acoustical and Insulating Materials Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Condition Association
ANSI	American National Standard Institute
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ARI	American Refrigeration Institution
ASA	American Standards Association (Now ANSI)
ASAHC	American Society of Architectural Hardware Consultants
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASSCBC	American Standard Safety Code for Building Construction
ASSHTO	American Association of State Highway Transportation Officials
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge

AWI	Architectural Woodwork Institute
AWPA	American Wood Preserver's Association
AWPB	American Wood Preserver's Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturer's Association
BIA	Brick Institute of America (Formerly, SCPI)
CDA	Copper Development Association
CFS	Cubic Feet Per Second
CMAA	Crane Manufacturers Association of America
CRSI	Concrete Reinforcement Steel Institute
CS	Commercial Standard
DHI	Door and Hardware Institute
DIPRA	Ductile Iron Pipe Association
DOT Spec	Standard Specification for Road and Bridge Construction, Florida Department of Transportation
E/A	Engineer and/or Architect
EDA	Economic Development Association
EEI	Edison Electric Institute
EPA	Environmental Protection Agency
FCI	Fluid Control Institute
FEC	Florida East-Coast Railway
FDER	Florida Department of Environmental Regulation
FDOT	Florida Department of Transportation
Fed Spec	Federal Specification
FPL	Florida Power and Light
FPS	Feet Per Second
FS	Federal Standards
GA	Gypsum Association
GPM	Gallons Per Minute
HMI	Hoist Manufacturer's Institute
HP	Horsepower
HSBII	Hartford Steam Boiler Inspection and Insurance Co.
ID	Inside Diameter
IEEE	Institute of Electrical and Electronic Engineers
IFI	Industrial Fasteners Institute
IPCEA	Insulated Power Cable Engineers Association
IPS	Iron Pipe Size
LWDD	Lake Worth Drainage District
MF	Factory Mutual System
MGD	Million Gallons Per Day
MHI	Materials Handling Institute
MIL	Military Specifications
MMA	Monorail Manufacturer's Association
NBFU	National Board of Fire Underwriters
NBHA	National Builders' Hardware Association
NBS	National Bureau of Standards
NCSA	National Crushed Stone Association
NCSPA	National Corrugated Steel Pipe Association
NEC	National Electrical Code
NECA	National Electrical Contractors' Association
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NLA	National Lime Association
NPC	National Plumbing Code
NPT	National Pipe Threads
NSC	National Safety Council
NSF	National Sanitation Foundation
OD	Outside Diameter
OSHA	U.S. Department of Labor, Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Pre-stressed Concrete Institute
PS	United States Products Standards
PSI	Pounds per Square Inch
PSIA	Pounds per Square Inch Atmosphere

PSIG	Pounds per Square Inch Gauge
SAE	Society of Automotive Engineers
SDI	Steel Decks Institute
SFWMD	South Florida Water Management District
SIGMA	Sealed Insulating Glass Manufacturer's Association
SJI	Steel Joists Institute
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association
SSI	Scaffolding and Shoring Institute
SSPC	Steel Structures Painting Council
SSPC	Structural Steel Painting Council
STA	Station (100 feet)
TAS	Technical Aid Series
TCA	The Council America
TDH	Total Dynamic Head
TH	Total Head
UBC	Uniform Building Code
UL	Underwriter's Laboratories, Inc.
USACE	United States Army Corps of Engineers
USASI	United States of American Standards Institute

17.21.4 GENERAL ABBREVIATIONS AND ACRONYMS

ACR	Attenuation-to-Crosstalk Ration
ADA	Americans with Disabilities Act
AFF	Above finished floor
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials (ASTM International)
AWG	American Wire Gauge
BD	Building distributor (replacing main-cross connect and MDF as "building service" (room identifiers)
BICSI®	Building Industry Consulting Service International, Inc.
BTU	British Thermal Unit
CATV	Community Antenna Television (Cable Television)
CD	Campus distributor (replacing main-cross connect and MDF as "campus-wide service" room identifiers). Also, compact disk for storage of audio or video information.
dB	Decibel
EMT	Electrical metallic tubing
ENT	Electrical non-metallic tubing
EDPM	Ethylene-polypropylene-diene membrane
EF	Entrance facility
EIA	Electronic Industries Alliance
ELFEXT	Equal Level Far End Crosswalk
EMC	Electromagnetic Compatibility
EMI	Electromagnetic Inference
ER	Equipment Room, Replacing "TR"
FMC	Flexible metallic conduit
FCC	Federal Communications Commission
FD	Floor Distributor (replacing network room, intermediate and horizontal cross-connect, and telecommunications as "building service" room identifiers). Also, Floor Drain as part of building plumbing system.
FDDI	Fiber Distribution Data Interface
FEXT	Far-End Crosstalk
FOTP	Fiber Optic Test Procedure
Freq	Frequency
GE	Ground equalizer (replacing TBBIBC)
Gnd	Ground
HB	Handbox, also hose bibb for water supply part of plumbing system
HC	Horizontal Cross-Connect (replaced by floor distributor "FD")
HH	Handhole
HVAC	Heating, Ventilation, and Air-Conditioning
Hz	Hertz
IC	Intermediate Cross-Connect (replaced by "BD" or "FD"
IEEE	Institute of Electrical and Electronics Engineers
IMC	Intermediate metal conduit
ISO	International Organization for Standardization
ISP	Inside Cable Plant

LFMC	Liquidtight flexible metal conduit
LFNC	Liquidtight flexible non-metallic conduit
Mbps	Megabits per second
MC	Main Cross-Connect (replaced by campus distributor "CD")
MDF	Main Distributor Frame (replaced by "CD" or "BD")
MER	Main Equipment Room
MH	Maintenance Hole
MHz	Megahertz
NBR	Acrylonitrile-butadiene rubber
NEC	National Electric Safety Code, C2-1997
NFPA	National Fire Protection Association
NDPES	National Pollutant Discharge Elimination Systems
NR	Network Room
OSHA	Occupational Safety and Health Administration
OCP	Outside Cable Plant
OTDR	Optical Time Domain Reflectometer
PR	Pair
RCDD®	Registered Communications Distribution Designer
RFI	Radio Frequency Interference
RH	Relative Humidity
RNC	Rigid nonmetallic conduit
SM	Single Mode
TBB	Telecommunication Bonding Backbone
TBBIBC	Telecommunication Bonding Backbone Interconnecting Bonding Conductor (replaced by ground equalizer "GE")
TE	Telephone Equipment (Wall Mounted Equipment Rack)
TGB	Telecommunications Grounding Buss Bar
TIA	Telecommunications Industry Association
TMGB	Telecommunications Main Grounding Buss Bar
TR	Telecommunications Room (being replaced with "ER")
UL	Underwriters Laboratory
UPS	Uninterruptible Power Supply
WAO	Work Area Outlet

17.21.5 UNITS OF MEASURE

Weights and Measures shall be identified by Weights and Measures Division, NIST., U.S. Department of Commerce, 100 Bureau Drive, Stop 2600, Gaithersburg, MD 20899-26.

END OF SECTION

SPECIAL CONDITIONS

NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS

BID #007-2821-19/TP

SPECIAL CONDITIONS - TABLE OF CONTENTS

PROJECT NAME: NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS

SC01000 General Requirements
SC01010 Summary of Project
SC01025 Measurement and Payment
SC01027 Applications for Payments
SC01041 Project Coordination
SC01050 Field Engineering
SC01065 Permits and Fees
SC01070 Abbreviations and Symbols
SC01091 Reference Specifications
SC01100 Special Project Procedures
SC01110 Environmental Protection Procedures
SC01153 Change Order Procedures
SC01200 Project Meetings
SC01310 Progress Schedules
SC01340 Shop Drawings, Work Drawings, and Samples
SC01370 Schedule of Values
SC01380 Construction Photographs
SC01390 Video and Photographic Site Survey
SC01400 Quality Requirements
SC01505 Mobilization
SC01525 Construction Aids
SC01530 Barriers
SC01540 Security and Safety Procedures for Infrastructure Projects
SC01568 Temporary Erosion and Sedimentation Control
SC01570 Maintenance of Traffic
SC01580 Project Identification and Signs
SC01600 Material and Equipment
SC01630 Substitutions and Product Options
SC01700 Contract Closeout
SC01705 Record Drawings Requirements
SC01710 Cleaning
SC01720 Project Record Documents
SC01730 Operating and Maintenance Data
SC01740 Warranties and Bonds
SC01800 Miscellaneous Work and Clean up

END OF SECTION

SECTION 01000 - GENERAL REQUIREMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: The work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all work included in this Contract. The summary of the Work is presented in Section SC01010: Summary of Project.

B. Work Included:

1. The Contractor shall furnish all labor, superintendence, materials, plant power, light, heat, fuel, water, tools, appliances, equipment, supplies, and means of construction necessary for proper performance and completion of the work. The Contractor shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Consultant, and in strict accordance with the Contract Documents. The Contractor shall clean up the work and maintain it during and after construction, until accepted, and shall do all work and pay all costs incidental thereto. The CONTRACTOR shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.

2. The cost of incidental work described in these Contract Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made aforementioned incidental work.

3. The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Consultant, to perform in a satisfactory and acceptable manner all the work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of its workmanship, materials, and equipment.

1.02 CONTRACT DOCUMENTS

A. The Technical Specifications consist of three (3) parts: General, Products and Execution. The General part of a Specification contains General Requirements which govern the work. Products and Execution Parts modify and supplement the General Requirements by detailed requirements for the work and shall always govern whenever there appears to be a conflict.

B. Intent:

1. Work not specified in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.

2. The silence of the Specifications as to any detail, or the omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, the interpretation of these Specifications shall be made upon that basis.

1.03 MATERIALS AND EQUIPMENT

A. Manufacturer:

1. All transactions with the manufacturers or subcontractors shall be through the Contractor.

2. Any two (2) or more pieces of material or equipment of the same kind, type or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery:

1. The Contractor shall deliver materials in ample quantities to insure the most speedy and uninterrupted progress of the work so as to complete the work within the allotted time.

2. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

1.04 INSPECTION AND TESTING

A. General:

1. For tests specified to be made by the Contractor, the testing personnel shall make the necessary inspections

and tests and the reports thereof shall be in such form as will facilitate checking to determine compliance with the Contract Documents. Five (5) copies of the reports shall be submitted and authoritative certification thereof must be furnished to the Consultant as a prerequisite for the acceptance of any material or equipment.

2. If, in the making of any test of any material or equipment, it is ascertained by the Consultant that the material or equipment does not comply with the Contract Documents, the Contractor will be notified thereof and he will be directed to refrain from delivering said material or equipment, or to remove it promptly from the site or from the work and replace it with acceptable material, without cost to the CITY.

3. Tests of electrical and mechanical equipment and appliances shall be conducted in accordance with the recognized federal, state and local law test codes and manufacturer recommendation.

B. Costs:

1. All inspection and testing of materials furnished under this Contract will be provided by the Contractor, unless otherwise expressly specified.

2. Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the CITY for compliance. The Contractor shall reimburse the CITY for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

C. Certificate of Manufacture:

1. Contractor shall furnish Consultant authoritative evidence in the form of Certificate of Manufacture that the materials to be used in the work have been manufactured and tested in conformity with the Contract Documents upon Project completion.

2. These certificates shall be notarized and shall include copies of the results of physical tests and chemical analyses, where necessary, that have been made directly on the product or on similar products of the manufacturer.

D. Start up Tests

1. As soon as conditions permit, the Contractor shall furnish all labor, materials, and instruments and shall make start-up tests of equipment.

2. If the start-up tests disclose any equipment furnished under this Contract which does not comply with the requirements of the Contract Documents, the Contractor shall, prior to demonstration tests, make all changes, adjustments and replacements required. The furnishing Contractor shall assist in the start-up tests as applicable.

1.05 CARE AND PROTECTION OF PROPERTY

The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the contractor, at his expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in other manner acceptable to the Consultant.

1.06 MEASUREMENT AND PAYMENT

Payments will be made on completion of each phase of the Work and acceptance by the CITY shall be made pursuant to this Contract.

1.07 WORKING HOURS:

1. Working on this Contract shall be conducted during normal working hours (7:00 AM to 5:00 PM) on weekdays. Unless otherwise authorized in writing by the Project Manager, no work shall be performed on weekends, on City observed holidays or between 5:00 PM and 7:00 AM on weekdays.

2. Construction observation and/or inspection services needed beyond normal working hours as defined above, shall be paid for by the Contractor at an hourly rate of $100.00 for each inspector providing such services.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01010 - SUMMARY OF PROJECT

PART 1 - GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS/REQUIREMENTS INCLUDED

A. The work under this project consists of: The CITY of Boynton Beach is seeking the services of a qualified Contractor to construct a new stormwater system, installation of drainage inlets, upgrade existing stormwater conduits, and restore roadways in the projectA. area.

B. Omission of a specific item or component of a system obviously necessary for the proper functioning of the equipment or system shall not relieve the Contractor of the responsibility of furnishing the item as part of the work at no additional expense to the Owner. B.

C. Except as specifically noted elsewhere, Contractor(s) shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, water, heat, utilities, and temporary facilities necessary for the proper execution and completion of work.

D. Concurrent with the installation of the water main or drainage improvements and when shown on the project construction drawings, the work includes re-grading, driveway apron reconstruction and all surface restoration.

E. Restoration shall immediately follow the acceptance of required system testing and be performed as required by Section 02960 RESTORATION OF SURFACE IMPROVEMENTS.

1.02 RELATED REQUIREMENTS

A. Section SC01025: Measurement and Payment

B. Construction Facilities and Temporary Controls: Section SC01500

C. Restoration of Surface Improvements: Section SC02960

1.03 CONTRACTS

A. Construct the Work in accordance with Section SC01025: Measurement and Payment Procedures.

1.04 CONTRACTOR'S USE OF SITE/PREMISES

A. Contractor shall limit their use of the premises for Work and storage, to the areas designated.

B. Coordinate use of premise under direction of CITY and/or Consultant.

C. Assume full responsibility for the protection and safekeeping of Products under this Contract, stored on the site.

D. Move any stored Products, under Contractor's control, which interfere with operations of the CITY, other contractors or the general public.

1.05 SAFETY AND OSHA COMPLIANCE

A. The Contractor shall comply in all respects with all Federal, State and Local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.

B. The Contractor shall comply in all respects with the applicable Workman's Compensation Laws.

PART 2 – PRODUCTS

2.1 All materials are to be ***MADE IN THE UNITED STATES OF AMERICA***. Allowable exceptions are ductile iron fittings supplied by American Cast Iron Pipe Company from Brazil, Sigma Corporation from China, and Star-Pipe Products from the United States and China; and Electronic Marking System (EMS) full-range makers by 3M from Mexico.

2.2 SALVAGED MATERIALS

In the absence of special provisions to the Contract, salvaged materials, equipment or supplies that occur are the property of the CITY and shall be cleaned, stored and delivered to the CITY as directed by the CITY's Project Manager.

2.3 CERTIFIED CHEMICALS

The Contractor shall use U.S. Department of Agriculture certified chemicals only during performance of all work under this contract. All chemicals used during project construction or furnished for project whether herbicide, pesticide, disinfectant, polymer, reactant or other classification, must show approval of either EPA or USDA and be accompanied by an MSDS. Use of all such chemicals and disposal of residue shall be in strict conformance with manufacturer's instructions.

PART 3 – EXECUTION

3.1 CONTRACTOR SUPERVISION

A. As required by the Contract Documents, the Contractor's Project Representative (Superintendent) shall be on site at all times and actively engaged in controlling and coordinating all on site project activities including direction and oversight of self-performed and subcontractor work activities.

B. The Superintendent/Contractor's Project Representative shall have the full authority to

receive instructions to execute the orders or directions of the CITY and Consultant.

3.2 GENERAL

A. The Contractor shall, prior to entering any section, prepare Pre Construction video and digital photographs, in accordance with Section 01390 VIDEO SITE SURVEY, of each property and Right-of-Way (ROW) areas to determine existing site conditions. Together the video and photographs will provide the basis for the condition of restoration required in Section 02960 RESTORATION OF SURFACE IMPROVEMENTS.

B. The Contractor shall notify all property owners / residents forty-eight (48) hours prior to working in public Rights-of-Way or easements affecting or adjoining their properties. Notification shall be by hand-delivered flyer that shall contain the following information:

1. Project Name
2. Date of Commencement
3. Description of Work
4. Name of Contractor
5. Name of Contractor's Representative
6. Local Phone Number of Contractor's Representative

The CITY must approve the Contractor's notification prior to issuance. Contractor must submit Contractor's Notification to CITY and CONSULTANT in writing within one (1) week prior to working in public Right-Of-Ways (ROW) or easements affecting for adjoining property owner's property.

C. The Contractor shall, prior to the removal of any fences, erect temporary fences to secure the owner's property. These temporary fences shall be of 4' high woven wire (2" x 4" grid), on the T line post 10' on centers. These fences shall run along the easement line and will remain in place until the permanent fence is re-erected.

D. The Contractor shall not start major construction activities, such as pipeline and structure excavations, or preparation for major activities, such as setting wellpoints and header pipe, just prior to extended holiday periods such as the typical week taken off at the end of each year.

3.3 NPDES COMPLIANCE

A. Prior to the commencement of work, the Contractor must obtain the permit coverage for stormwater discharge from large and small construction activities and must implement appropriate pollution prevention techniques and SWPPP to minimize erosion and sedimentation to properly manage the stormwater runoff. The Contractor shall prepare a NPDES Site Plan including sketches and Best Management Practice procedures for review and comment from the Project Manager. The NPDES Site Plan shall include the control of stormwater, ground water and subsurface water during dewatering operations.

(DEP adopted Rule 62-621.300 (4), F.A.C., with specific provisions for requesting permit coverage for the management of stormwater discharge from large and small construction activities.)

B. The permit coverage for construction activities is to be obtained by submitting DEP form 62-621.300 (4) (b) Notice of Intent (NOI) to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities and by preparing and implementing a Stormwater Pollution Prevention Plan (SWPPP). After construction is complete, Notice of Termination (NOT) to discontinue the permit coverage is to be submitted by utilizing form 62-621.300 (6).

C. For additional information contact NPDES Stormwater Section at:

Florida Department of Environmental Protection Tallahassee, FL 32399-2400
(850) 921-9904

3.4 PROTECTION OR REMOVAL OF UTILITY LINES

A. Prior to construction the Contractor shall locate for physical location, elevation and dimensions and adequately uncover existing utilities, (within the path of its proposed work), to determine possible conflicts. By starting underground constructions, the Contractor has agreed that it is fully responsible for any and all damages and/or delays that may arise from not having adequately locating the underground utilities. This applies to underground utilities that are shown on the project construction drawings and those that have been physically marked in the field by the various locating organizations or agencies.

B. Information provided on the plans may be used as an approximate guide to assist the Contractor, however, the Contractor shall rely on actual field investigation to assure that all of the existing utilities are accurately located prior to commencement of its work.

C. Existing structures reflect the best available information, but it shall be the Contractor's responsibility to acquaint itself with all information and to avoid conflict with existing conditions. Contractor shall protect all existing utility lines that are to be retained, or utility line constructed during excavation operations, from damage during excavation and backfilling; if damaged, repair at Contractor's expense.

D. Existing Utility Lines to be Retained: Contractor shall repair damaged lines that are not shown on drawings, or locations of which are not known to Contractor in sufficient time to avoid further damage.

E. Uncharted or incorrectly charted underground utilities that are discovered during construction shall be incorporated into the project As-Builts with vertical and horizontal coordinates.

F. Prior to commencement of any excavation, the Contractor shall comply with Florida Statute 553.851 for the protection of underground gas lines and underground telecommunication lines.

END OF SECTION

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, latest 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. Applications for Payments: Section SC01027

B. Shop Drawings, Working Drawings, and Samples – Section SC01340

C. Schedule of Values: Section SC01370

D. Change Order Procedures: Section SC01153

E. Field Engineering: Section SC01050

F. Quality Requirements: Section SC01400

G. Record Drawing Requirements – Section SC01705

H. Testing Specific Utility Systems

1. Refer to Section 02513 POTABLE WATER AND RECLAIMED WATER DISTRIBUTION SYSTEMS and Section 02630 STORM DRAINAGE for applicable and specific requirements. Contractor is responsible for all testing costs associated with these systems.

1.05 ALLOWANCES – N/A

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. Refer to Section SC01027 – APPLICATIONS FOR PAYMENT

B. Submit one (1) original Applications for Payment (AFP). After certification by the CONSULTANT, the CONSULTANT will forwarded to the CITY for review, authorization and processing.

C. 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.

D. Include one (1) set of progress photographs with each Application for Payment. Refer to the Contract Documents, specifically Section SC01380 CONSTRUCTION PHOTOGRAPHS for specific details and requirements.

E. 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.

F. When existing Right-Of-Way (ROW) irrigation must be disturbed due to pipeline installation, 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.

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.

General

B. Mobilization/Demobilization, Bonds & Insurance – Bid Item 1 & 5

1. Payment for the General Conditions shall be made on the basis of percentage of the Lump Sum Price 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, for establishment of temporary offices/field trailer, buildings, safety equipment, sanitary and other facilities and compliance with permit conditions for permits secured by either the Owner or Contractor. This pay item shall include all General Requirements not listed as separate items. The cost of bonds, required insurance, permits and any other pre-construction expense necessary for the start of the work shall also be included in the General Conditions.

C. Maintenance of Traffic – Bid Item 2

1. The quantity of traffic control to be considered for payment shall be equivalent to the percentage of the project determined by the Engineer to be complete as of the date of the pay request submitted. The percent completion of the project shall be based on the percent of the total project actually constructed and not on the percent of the Contract price completed.

2. Payment for traffic control shall be made on the basis of a percentage (as determined in '1' above) of the Lump Sum (LS) Price. The contract unit price shall include compensation for required labor, materials, and equipment necessary to keep roadways and property accesses in service during construction activities in accordance with the Contract Documents.

3. A detailed MOT plan will need to be provided to the Contractor.

4. This item includes maintenance of traffic plan, traffic control, flagman, detour signs, barricades, advance warning arrow panels, temporary signage, construction and removal of temporary access driveways to residential homes, commercial material for driveway maintenance, etc. in order to provide safety and traffic access in accordance with local and state requirements.

5. This item also includes furnishing and installing material (temporary pavement or asphalt millings) for temporary roadways for local resident access and emergency vehicle access during the duration of the construction, and for providing all restoration due to the construction temporary roadways.

6. Refer to Specification Section SC01570 Maintenance of Traffic.

D. As-Built Record Drawings – Bid Item 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 SC01340 SHOP DRAWINGS, WORK DRAWINGS AND SAMPLES and the requirements of this Special Conditions.

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

2. Contractor shall submit updated As-Built Drawings (2 hard copy sets and 1

electronic copy in AutoCAD) with each Pay Application Request.

E. Professional Audio/Video of Construction Site – Bid Item 4

1. Payment for Audio Video Documentation shall be made at the Contract lump sum price and shall be full compensation for Audio Video Documentation as specified in technical specification 01390 VIDEO AND PHOTOGRAPHIC SITE SURVEY and the requirements of this technical specification.

F. Consideration For Indemnification – Bit Item 5

1. Payment under this item is in accordance with the front-end contract documents.

G. Erosion Control Plan – Bid Item 6

1. Lump sum payment for this item includes the erosion control plan and NPDS stormwater permit from the Florida Department of Environmental Protection.

Roadway

H. Trench Repair – Bid Item 7

1. Roadway Demolition and Removal shall include all work necessary to remove the existing roadway pavement section including, but not necessarily limited to: all excavation; removal of the pavement and rock base, removal, hauling off and disposal of materials; saw cutting; compaction; adjusting castings and utility boxes; replacement or repair of utilities, drainage systems, structures, and miscellaneous property; clean-up, restoration, sod, replacement of existing irrigation pipe and sprinkler heads (to match existing quality and quantity), and all other work and materials required for restoration.

2. Contractor to protect Seacrest Villas sign during construction.

3. 1- 1/2” Type S-3 asphalt, where indicated on the plans shall be made at the Contractor’s unit price per Square Yard (SY) and shall include all labor, material, and equipment required to construct the asphalt concrete pavement section (2 lifts) as shown on the plan view and detail drawings. Overlay shall be 1" Type S-III asphaltic concrete. Includes the adjustment of manhole and covers and valve boxes, temporary pavement markings.

4. This price shall also include all necessary labor, materials, and equipment to transition to existing pavement, compaction, rolling, grading, application of tack coat, adjusting of castings, and any other work required to complete the work in accordance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

5. 8” Limerock/Shellrock Base (LBR 100) including primer where indicated on the plans, installed and accepted.

6. 12” Stabilized Subgrade and it shall include all excavation, line cutting of existing pavement, preparation of subgrade, fine grading, placement of subgrade material, compaction, rolling, testing and other miscellaneous work required to complete the work in accordance with the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.

CONSTRUCTION

I. Dewatering – Bid Item 11

1. Payment for this item shall be made on a Lump Sum Basis and shall be paid in increments in proportion of the storm pipe and inlets completed within the road rights-of-way. The Contractor’s lump sum price shall include full compensation for providing a complete dewatering operation for the installation the storm piping system.

2. This item includes all labor, material and equipment for a stilling basin, pump noise mitigation, providing turbidity mitigation, testing and other reporting requirements, and other required dewatering appurtenances. Also includes any required existing SFWMD permit modifications as

required by the contractor.

3. Dewatering pumps shall have mitigation measure to reduce the noise level to less than 60 dBA measured at the face of residential structures.

J. Removal of existing drainage structures – Bid Items 12

1. This item consist in the removal of existing structures to be replaced in this project and the hauling and disposal of all removed materials.

2. Payment for this item shall be made by the unit and it is paid upon task completion by contractor and acceptance by the City.

K. Removal of existing 15" and 18" CMP piping – Bid Items 13

1. This item consist in the removal of existing piping to be replaced in this project and the hauling and disposal of all removed materials.

2. Payment for this item shall be made based on Linear Feet and it is paid upon task completion by contractor and acceptance by the City.

L. Stormwater Structures – Bid Items 14, 15, 16, 17

1. Structures: Payment shall be by the unit. Includes furnishing and installing stormwater structures including all concrete structures with additives and coatings, all castings, pollution retardant baffles, sleeves and other elements for conflict structures, and accessories, dewatering and installation, complete and accepted. Type C Inlets basins, grates, and appurtenances shall be per FDOT index 232. Storm manholes shall be per FDOT standards and its covers by City's standard.

M. RCP Drainage Pipe (15"-18") – Bid Items 18 and 20

1. Payment for RCP drain piping, all diameters, shall be determined by the number of linear feet of pipe furnished, installed in place, dewatered, compacted, restored, tested and approved.

2. Payment includes all labor, material and equipment required to provide a complete installation.

3. Removal and disposal of existing pipe included in bid.

N. Over-excavation & Disposal of Unsuitable Material – Bid Item 21

1. The unit bid price per cubic yard (CY) shall include all work and materials required to remove unsuitable material (muck) below and within the pipe trench and dispose of the unsuitable materials off site at no additional cost to the Owner.

2. Determination of unsuitable material shall be at the discretion of the Engineer.

O. Imported and Placed Backfill Material – Bid Item 22

1. This item shall be paid on a Cubic Yard (CY) Basis. The Contractor's unit price shall include full compensation for labor, materials and equipment required to furnish, load, haul, place and compact the backfill material required to replace the unsuitable material removed under Bid Item 54.

2. The Contractor shall be required to submit the source of the proposed material as a shop drawing.

P. Flowable Fill – Bid Item 23

1. Payment for this item shall be made at the Contract unit price per cubic yard of 100 psi FDOT diggable, flowable fill installed and accepted and shall include compensation for all labor, materials and equipment required to complete the work as indicated on the plans.

2. This pay item is only for placing flowable fill between piping that does not meet separation requirements or for compaction purposes. It is not for trench repair, backfill, etc.

Q. Sod and Miscellaneous restoration – Bid Item 24

1. This item shall include all work necessary to remove existing sod as noted on the construction drawings, but not necessarily limited to: all excavation; removal of any existing pavement section,

hauling, removal and disposal of materials; saw cutting; clean-up, and sod installation.

2. Sod installation includes but is not limited to grading, hauling, placing, compacting, dressing of the surface in preparation for sod, with Floratam sod as required, restoration of existing irrigation systems, and any appurtenant items.

3. Payment shall be at the Contract unit price (per square yard installed, complete and accepted)

PART 2 PRODUCTS (NOT USED)

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

SECTION 01027 - APPLICATIONS FOR PAYMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Submit Applications for Payment to the CONSULTANT in accordance with schedule established by Conditions of the Contract and Agreement between CITY and Contractor.

B. Related requirements described elsewhere:

1. Agreement:

2. Application for Payment Form.

3. Progress Schedules: Section SC01310.

4. Schedule of Values: Section SC01370

5. Construction Photographs: Section SC01380.

6. Contract Closeout: Section SC01700.

7. Project Record Documents: Section SC01720.

1.02 FORMAT REQUIRED

A. Submit applications typed on form acceptable to CITY, Documents (Application for Payment Form), with itemized data typed on 8-1/2 inch x 11 inch or 8-1/2 inch x 14-inch white paper continuation sheets.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

A. Application Form:

1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.

2. Fill in percent complete for each activity and dollar value to agree with respective percents.

3. Execute certification with signature of a responsible officer of Contract firm.

B. Continuation Sheets:

1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.

2. Fill in dollar value in each column for each scheduled line item when work has been performed. Round off values to nearest dollar, or as specified for Schedule of Values.

3. List each Change Order executed prior to date of submission, at the end of the continuation sheets. List by Change Order Number, and description, as for an original component item of work.

4. As provided for in the "Application for Payment" form, the Contractor shall certify, for each current pay request, that all previous progress payments received from the CITY, under this Contract, have been applied by the Contractor to discharge in full all obligations of the Contractor in connection with Work covered by prior Applications for Payment, and all materials and equipment incorporated into the Work are free and clear of all liens, claims, security interest and encum-brances. Contractor shall attach to each Application for Payment like affidavits by all subcontractors.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. Contractor shall submit suitable information, with a cover letter identifying:

1. Project.
2. Application number and date.
3. Detailed list of enclosures.

B. Submit one (1) copy of data and cover letter for each copy of application.

C. The Contractor is to maintain an updated set of drawings to be used as record drawings in accordance with Section SC01720: Project Record Documents. As a prerequisite for monthly progress payments, the Contractor is to submit the updated record drawings for review by the CITY and the

CONSULTANT.

D. Each monthly application for payment shall incorporate the corresponding "monthly progress status report" prepared per the requirements of Section SC01310: Progress Schedules.

E. Contractor shall submit a duly executed letter from surety consenting to payment due and progress to date.

F. Provide construction photographs in accordance with Section SC01380: Construction Photographs.

1.05 PROGRESS PAYMENT PROCEDURES

A. The Contractor will prepare and submit one (1) original monthly invoice for work completed during the one-month period. Application for Payment shall be submitted in the format of the sample form provided by the CITY. All information must be completed for the pay application to be accepted. CITY's purchase order number for the project must be placed on each application. The Application for Payment must be submitted at least three (3) days in advance in an electronic format for review by the CITY and CONSULTANT for approval. **Redlined Applications for Payment will not be accepted by the CITY.**

B. If the Application for Payment and support data are not approved, the Contractor is required to submit new, revised or missing information according to the CONSULTANT's instructions. Otherwise, the Contractor shall prepare and submit to the CITY or CONSULTANT an invoice in accordance with the estimate as approved. CITY will pay Contractor, in accordance with Florida Prompt Payment Act, §218.70, Florida Statutes, as may be amended from time to time.

C. Each Application For Payment shall be accompanied by an updated project schedule (three-week ahead schedule) along with the Construction/Progress photographs and Project Record Drawings in accordance with Section SC01720: PROJECT RECORD DOCUMENTS and SC01380: CONSTRUCTION PHOTOGRAPHS or as directed by the CITY. Any Application For Payment that is received without these items will be returned to the Contractor without review.

D. The Contractor shall prepare a schedule of values by phases of work to show a breakdown of the Contract Sum corresponding to the payment request breakdown and progress schedule line items. The schedule of values must also show dollar value for each unit of work scheduled. Approved Change Order items shall be added as separate line items.

E. Prior to initial payment request, the Contractor shall submit the following documents to the CITY and Consultant for their review and approval:

1. List of principle subcontractors and suppliers.
2. Schedule of values.
3. Shop drawing log.
4. Project schedule.

1.06 PREPARATION OF APPLICATION FOR FINAL PAYMENT

A. Fill in Application form as specified for progress payments. Provide information as required by the General Conditions and Section SC01700: Contract Closeout.

B. Furnish evidence of completed operations insurance in accordance with the General Conditions.

C. Provide Final Release of Lien and other closeout submittals as required by the General Conditions.

1.07 SUBMITTAL PROCEDURES

A. Submit Applications for Payment to the CITY at the time stipulated in the Agreement. Review the percents complete with the CONSULTANT and resolve any conflicts or discrepancies.

B. Number of copies for each Final Application for Payment:

1. CITY: One (1) copy.
2. CONSULTANT: One (1) copy

C. When the CONSULTANT finds Application properly completed

and correct, it will transmit the certificate for payment to the CITY, with copy for the Contractor.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 Upon receipt by CONSULTANT and CITY of Contractor's written Notice of Final Completion of its work under this Contract, CONSULTANT and CITY shall verify all work has been completed on the project. When all work has been verified as complete, and the Contractor submits the items listed below, the Contractor may submit a final Application for Payment:

A. Complete work listed as incomplete at the time of Substantial Completion and obtain CONSULTANT certification of completed Work.

B. Provide copy of records indicating notification to all subcontractors and material suppliers of Contractor's Performance and Payment Bonds.

C. Transfer operational, access, security and similar provisions to CITY; remove temporary facilities, tools and similar items.

END OF SECTION

SECTION 01041 - PROJECT COORDINATION

PART I – GENERAL

1.01 REQUIREMENTS INCLUDED

A. The Contractor shall:

1. Coordinate work of its employees and subcontractors.

2. Expedite its work to assure compliance with schedules.

3. Coordinate its work with that of work by CITY.

4. Comply with orders and instructions of CONSULTANT.

1.02 RELATED REQUIREMENTS

A. Section SC01010: Summary of Project.

B. Section SC01027: Applications for Payment.

C. Section SC01200: Project Meetings.

D. Section SC01310: Progress Schedules.

E. Section SC01340: Shop Drawings, Work Drawings and Samples.

F. Section SC01500: Construction Facilities and Temporary Controls.

G. Section SC01700: Contract Closeout.

1.03 CONSTRUCTION ORGANIZATION & START-UP

A. CONSULTANT shall establish on-site lines of authority and communications:

1. Schedule and conduct pre-construction meeting and progress meetings as specified in Section SC01200: PROJECT MEETINGS.

2. Establish procedure for:

a. Submittals

b. Reports and records

c. Recommendations

d. Coordination of drawings

e. Schedules

f. Resolution of conflicts

3. Interpret Contract Documents:

a. Transmit written interpretations to Contractor, and to other concerned parties.

4. Assist in Obtaining permits and approvals:

a. Verify that Contractor and subcontractors have obtained inspections for Work and for temporary facilities.

5. Control the use of Site:

a. Allocate space for Contractor's use for field offices, sheds, and work and storage areas.

6. Inspection and Testing:

a. Inspect work to assure performance in accord with requirements of Contract Documents.

b. Administer special testing and inspections of suspect Work.

c. Reject Work, which does not comply with requirements of Contract Documents.

d. Coordinate Testing Laboratory Services:

1. Verify that required laboratory personnel are present.

2. Verify that tests are made in accordance with specified standards.

3. Review test reports for compliance with specified criteria.

4. Recommend and administer any required re-testing.

1.04 CONTRACTOR'S DUTIES

A. Construction Schedules:

1. Prepare a detailed schedule of basic operations.

2. Monitor schedules as work progresses:

a. Identify potential variances between scheduled and probable completion dates for each phase.

b. Recommend to CITY adjustments in schedule to meet required completion dates.

c. Document changes in schedule; submit to CITY, CONSULTANT and to involved subcontractors.

3. Observe work of each subcontractor to monitor compliance with schedule.

a. Verify that labor and equipment are adequate for the work and the schedule.

b. Verify that product procurement schedules are adequate.

c. Verify that product deliveries are adequate to maintain schedule.

d. Report noncompliance to CONSULTANT, with recommendation for changes.

B. Process Shop Drawings, Product Data and Samples:

1. Prior to submittal to CONSULTANT, review for compliance with Contract Documents:

a. Field dimensions and clearance dimensions.

b. Relation to available space.

c. Effect of any changes on the work of any subcontractor.

A. Review Drawings prepared by Mechanical and Electrical subcontractors:

1. Prior to submittal to CONSULTANT, review for compliance with Contract Documents:

B. Prepare Coordination Drawings as required to resolve conflicts and to assure coordination of the work of, or affected by, mechanical and electrical trades, or by special equipment requirements.

1. Submit to CONSULTANT.

2. Reproduce and distribute copies to concerned parties after CONSULTANT review.

C. Maintain reports and records at job site, available to CONSULTANT and CITY.

1. Daily log of progress of work.

2. Records.

a. Contracts.

b. Purchase orders.

c. Materials and equipment records.

d. Applicable handbooks, codes and standards.

3. Maintain file of record documents.

1.05 CONTRACTOR'S CLOSE-OUT DUTIES

A. Mechanical and Electrical equipment start-up:

1. Coordinate checkout of utilities, operational systems and equipment.

2. Organize initial start-up and testing.

3. Record dates of start of operation of systems and equipment.

4. Submit to CITY written notice of beginning of warranty period for equipment put into service.

B. At completion of Work, conduct an inspection to assure that:

1. Specified cleaning has been accomplished.

2. Temporary facilities have been removed from site.

C. Substantial Completion:

1. Conduct an inspection to develop a list of Work to be completed or corrected.

2. Assist CONSULTANT in inspection.

3. Supervise correction and completion of work of subcontractors.

1.06 CONSULTANT'S CLOSE-OUT DUTIES

A. Final Completion:

1. When Contractor determines that work is finally complete, conduct an inspection to verify completion of Work.

B. Administration of Contract closeout:

1. Receive and review Contractor's final submittals.

2. Transmit to CITY with recommendations for action.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01050 - FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Contractor to provide Field Engineering service for the Project.

1. Survey work required in execution of Project.

2. The method of field staking for the construction of the Work shall be at the option of the Contractor. The CITY has provided the engineering surveys, if available, necessary to establish reference points which in the CITY's judgment are necessary to enable the Contractor to proceed with its work.

3. The accuracy of any method of staking shall be the responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.

4. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until it has established such points, marks, lines and elevations as may be necessary for the prosecution of the Work.

5. The Contractor shall retain the services of a registered land surveyor licensed in the State of Florida to identify existing control points and maintain a survey during construction.

B. Related Requirements Described Elsewhere:

1. Summary of Work: Section SC01010.

2. Project Record Documents: Section SC01720.

1.02 QUALIFICATIONS OF SURVEYOR

A. Qualified registered land surveyor, acceptable to the CITY.

1.03 SURVEY REFERENCE POINTS

A. Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

1. Make no changes or relocations without prior written notice to the Consultant.

2. Report to the CONSULTANT when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.

3. Require surveyor to replace Project control points which may be lost or destroyed at no additional cost to the CITY. Establish replacement based on original survey control.

1.04 PROJECT SURVEY REQUIREMENTS

A. Establish a minimum of two (2) permanent benchmarks each on site.

1. Record locations, with horizontal and vertical data, on Project Record Documents.

B. Establish lines and levels, locate and lay out, by instrumentation and similar appropriate means.

C. From time to time, verify layouts by same methods.

1.05 RECORDS

A. Maintain a complete, accurate log of all control and survey work as it progresses.

B. At the end of the project, submit a certified site survey at 1-inch equals 20 feet scale on 24 inches by 36 inches sheet, and per Section SC01720 – Project Record Documents.

1.06 SUBMITTALS

A. Submit name and address of surveyor to the CONSULTANT.

B. On request of the CONSULTANT, submit documentation to verify accuracy of Field Engineering work.

C. Submit certificate signed by a registered surveyor certifying that elevations are in conformance with the Contract Documents, or if not in conformance, certify as to variances from the Contract Documents.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01065 - PERMITS AND FEES

PART 1 – GENERAL

A. The Contractor shall obtain **all** permits and licenses related to its work, including but not limited to, the necessary construction permits. Cost of permit fees shall be paid by Contractor. CITY to be invoiced at actual cost without markup.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 NPDES COMPLIANCE

A. In addition to other required field permitting, prior to the commencement of work, the Contractor must obtain the permit coverage for stormwater discharge from large and small construction activities and must implement appropriate pollution prevention techniques and SWPPP to minimize erosion and sedimentation to properly manage the stormwater runoff. The Contractor shall prepare a NPDES Site Plan including sketches and Best Management Practice procedures for review and comment from the Project Manager. The NPDES Site Plan shall include the control of stormwater, ground water and subsurface water during dewatering operations.

(DEP adopted Rule 62-621.300 (4), F.A.C., with specific provisions for requesting permit coverage for the management of stormwater discharge from large and small construction activities.)

B. The permit coverage for construction activities is to be obtained by submitting DEP form 62-621.300 (4) (b) Notice of Intent (NOI) to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities and by preparing and implementing a Stormwater Pollution Prevention Plan (SWPPP). After construction is complete, Notice of Termination (NOT) to discontinue the permit coverage is to be submitted by utilizing form 62-621.300 (6).

C. For additional information contact NPDES Stormwater Section at:

Florida Department of Environmental Protection Tallahassee, FL 32399-2400 (850) 921-9904

END OF SECTION

SECTION 01070 - ABBREVIATIONS AND SYMBOLS

PART 1 - GENERAL

1.01 STANDARDS AND ABBREVIATIONS

A. Referenced Standards: Any reference to published specifications or standards of any organization or association shall comply with the requirements of the specification or standard which is current on the date of Advertisement for Bids. In case of a conflict between the referenced specifications or standards, the one having the more stringent requirements shall govern.

B. In case of conflict between the referenced specifications or standards and the Contract Documents, the Contract Documents shall govern.

C. Abbreviations:

AA	Aluminum Association
AAA	American Arbitration Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Assoc.
AASHO	The American Association of State Highway Officials
ABA	American Bar Association
ABMA	American Boiler Manufacturers Association
ABPA	Acoustical and Board Products Association
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies
AFBMA	Anti-Friction Bearing Manufacturers Assoc.
AGA	American Gas Association
AGC	Associated General Contractors of America
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIA	American Insurance Association
AIEE	American Institute of Electrical Engineers (Now IEEE)
AIMA	Acoustical and Insulating Materials Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Condition Association
ANSI	American National Standard Institute
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ARI	American Refrigeration Institute
ASA	American Standards Association (Now ANSI)
ASAHC	American Society of Architectural Hardware Consultants
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning

	Engineers
ASME	American Society of Mechanical Engineers
ASSCBC	American Standard Safety Code for Building Construction
ASSHTO	American Association of State Highway Transportation Officials
ASTM	American Society for Testing and Materials AWG American Wire Gauge AWI Architectural Woodwork Institute
AWPA	American Wood Preservers Association
AWPB	American Wood Preservers Bureau
AWPI	American Wood Preserves Institute
AWS	American Welding Society AWWA American Water Works Association
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Institute of America (formerly SCPI) CDA Copper Development Association
CFS	Cubic Feet Per Second
CMAA	Crane Manufacturers Association of America
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard
DHI	Door and Hardware Institute
DIPRA	Ductile Iron Pipe Association
DOT	Spec-Standard Specification for Road and Bridge Construction Florida Department of Transportation, 1982
E/A	Engineer and/or Architect
EDA	Economic Development Association
EEI	Edison Electric Institute
EPA	Environmental Protection Agency FCI Fluid Control Institute FDER Florida Department of Environmental Regulation
FDOT	Florida Department of Transportation
FEC	Florida East-Coast Railway Fed Spec Federal Specification
FPL	Florida Power and Light
FPS	Feet Per Second FS Federal Standards GA Gypsum Association
GPM	Gallons Per Minute
HMI	Hoist Manufacturers Institute
HP	Horsepower
HSBII	Hartford Steam Boiler Inspection and Insurance Co.
ID	Inside Diameter
IEEE	Institute of Electrical and Electronic Engineers
IFI	Industrial Fasteners Institute
IPCEA	Insulated Power Cable Engineers Association
IPS	Iron Pipe Size
LWDD	Lake Worth Drainage District
MF	Factory Mutual System
MGD	Million Gallons Per Day MHI Materials Handling Institute
MIL	Military Specification
MMA	Monorail Manufacturers Association
NBFU	National Board of Fire Underwriters
NBHA	National Builders' Hardware Association
NBS	National Bureau of Standards
NCSA	National Crushed Stone Association
NCSPA	National Corrugated Steel Pipe Association
NEC	National Electrical Code

NECA	National Electrical Contractors' Association
NEMA	National Electrical Manufacturers' Association
NFPA	National Fire Protection Association
NLA	National Lime Association
NPC	National Plumbing Code
NPDES	National Pollutant Discharge Elimination System
NPT	National Pipe Threads NSC National Safety Council NSF National Sanitation Foundation
OD	Outside Diameter
OSHA	U.S. Department of Labor, Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PS	United States Products Standards
PSI	Pounds per Square Inch
PSIA	Pounds per Square Inch Atmosphere
PSIG	Pounds Per Square Inch Gauge
RPM	Revolutions Per Minute
SAE	Society of Automotive Engineers
SDI	Steel Decks Institute
SFWMD	South Florida Water Management District
SIGMA	Sealed Insulating Glass Manufacturer's Association
SJI	Steel Joists Institute
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SSI	Scaffolding and Shoring Institute
SSPC	Steel Structures Painting Council
SSPC	Structural Steel Painting Council
STA	Station (100 feet) TAS Technical Aid Series
TCA	Tile Council America TDH Total Dynamic Head
TH	Total Head
UBC	Uniform Building Code
UL	Underwriter's Laboratories, Inc.
USACE	United States Army Corps of Engineers
USASI	United States of American Standards Institute

C. Additional abbreviations and symbols are shown on the Drawings.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01091 - REFERENCE SPECIFICATIONS

PART 1 - GENERAL

1.01 GENERAL

A. Applicable Publications. Whenever in these Specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for bids, shall apply; except to the extent that such standards or requirements may be in conflict with applicable federal, state and local laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of or omission from such standards or requirements.

B. Assignment of Specialists. In certain instances, the Specifications require (or imply) that specific Work is to be assigned to specialist or expert entities who must be engaged for the performance of the Work. Such assignments shall be recognized as special requirements over which the Contractor has no choice or option. These requirements shall not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the Work. These requirements are not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of Work is recognized as "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the Contractor.

1.02 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

A. Without limiting the generality of other requirements of the Specifications, all Work specified herein shall conform to, or exceed, the requirements of such documents and are not in conflict with the requirements of these Specifications or applicable codes.

B. References herein to "Building Code" shall mean the Florida Building Code, or the approved building code which replaces it. The latest edition of the code as adopted by the CITY as of the date of award as adopted by the Local Public Agency having jurisdiction shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.

C. In case of conflict between codes, reference standards, drawings, and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the CONSULTANT for clarification and directions prior to ordering or providing any materials or labor. The Contractor shall bid the most stringent requirements.

D. Applicable Standard Specifications. The Contractor shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and Specifications listed.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01100 - SPECIAL PROJECT PROCEDURES

PART 1 - GENERAL

1.01 PUBLIC NUISANCE

A. The Contractor shall not create a public nuisance including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

B. Sound levels measured by the Consultant shall not exceed 50 dBA from 7 P.M. to 7 A.M. or 60 dBA 7A.M. to 7 P.M. This sound level shall be measured at the exterior the nearest exterior wall of the nearest residence. Levels at the equipment shall not exceed 85 dBA at any time. Sound levels in excess of these values are sufficient cause to have the work halted until equipment can be quieted to these levels. Work stoppage by the Consultant of Owner for excessive noise shall not relieve the Contractor of the other portions of this Specification including, but not limited to, completion dates and bid amounts.

C. Construct all work to prevent run-off from flowing off site.

D. No extra charge may be made for time lost due to work stoppage resulting from the creation of a public nuisance.

E. The Contractor shall notify all property owners/residents, forty- eight (48) hours prior to working in public rights-of-ways or easements affecting or adjoining their properties. Notification shall be hand-delivered flyer that shall contain the following information:

1. Project Name
2. Date of Commencement
3. Description of Work
4. Name of Contractor
5. Name of Contractor's Representative
6. Local phone number of Contractor's Representative.

The CITY shall approve the Contractor's notification prior to issuance of flyer to the public. Contractor must submit Contractor's Notification to CITY and CONSULTANT in writing within one (1) week prior to working in public Right-of-Ways (ROW) or easements affecting or adjoining property owner's property.

1.02 HAULING AND CONSTRUCTION OPERATIONS

A. The Contractor shall keep its haul route and work area(s) neat and clean, and shall bear all responsibility for the cleanup of any spill which occurs during the transport of material to be disposed of. The Contractor shall immediately clean up any such spill or waste. If the Contractor fails to clean up such spill, or waster immediately, the CITY shall have the right to clean up or arrange for its clean up and charge to the Contractor all costs, including engineering, administrative costs and overhead, incurred by the CITY in connection with such cleanup. The CITY may also charge to the Contractor any cost incurred or penalties imposed on the CITY as a result of any spill, dump or discard. Under no circumstances is this material to be discharged into the waterways or any place other than where authorized to do so by the appropriate authority. The term "Contractor" as used in this section shall include the Contractor's Subcontractors and other Contractors.

B. The general requirements for vehicleshauling such waste materials are as follows: Transport vehicle must be of type(s) approved for this application by the State of Florida. Vehicles must be loaded within legal weight limits and operated safely within all traffic and speed regulations.

C. The routes used by the Contractor for the conveyance of this material on a regular basis shall be subject to approval by the governing authority having jurisdiction over such routes. To the extent possible, the use of residential streets shall be prohibited.

D. Provide protection for plans designated to remain. Replace damaged plants.

E. Provide barriers to prevent unauthorized entry to site and to protect existing facilities and adjacent properties from damage.

F. Provide flag person(s) and necessary traffic control devices when trucks or construction equipment is entering or leaving the site.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01110 - ENVIRONMENTAL PROTECTION PROCEDURES

PART 1 GENERAL

1.1 SCOPE OF WORK

A. The work covered by this Section consists of furnishing all labor, materials and equipment and performing all work required for the prevention of environmental pollution in conformance with applicable federal, state and local laws and regulations, during and as the result of construction operations under this Contract. For the purpose of this Specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances; adversely affect plants or animals; or degrade the utility of the environment for aesthetic and/or recreational purposes.

B. The control of environmental pollution requires consideration of air, water and land, and involves management of noise and solid waste, as well as other pollutants.

C. The Contractor shall schedule and conduct all work in a manner that will minimize the erosion of soils in the area of the work. Provide erosion control measures required to prevent silting, muddying, or pollution of wetlands, streams, rivers, impoundments, lakes, stormwater ponds, etc. All erosion control measures shall be in place in an area prior to any construction activity in that area and shall be maintained throughout construction. Specific requirements for erosion and sedimentation controls are specified in Section 02270. The Contractor will be required to meet all the conditions specified in the permits and in the Specifications.

D. All specific conditions attached to existing permits for this site shall be included in the sedimentation and erosion control measures.

1.2 APPLICABLE REGULATIONS

A. The Contractor shall comply with all applicable Federal, State and local laws and regulations and applicable permits and their specific conditions concerning environmental pollution control and abatement.

1.3 NOTIFICATIONS

A. The CITY and/or CONSULTANT will notify the Contractor in writing of any non-compliance with the foregoing provisions or of any environmentally objectionable acts and corrective action to be taken. State or local agencies responsible for verification of certain aspects of the environmental protection requirements shall notify the Contractor in writing, through the CITY or CONSULTANT, of any non-compliance with State or local requirements. The Contractor shall, after receipt of such notice from the CITY or Consultant or from the regulatory agency through the CITY and/or CONSULTANT, immediately take corrective action. Such notice, when delivered to the Contractor or their authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the CITY may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the Contractor unless it is later determined that the Contractor was in compliance.

1.04 IMPLEMENTATION

A. Prior to commencement of the Work, the CONTRACTOR shall meet with the CITY and CONSULTANT to develop mutual understandings relative to compliance with this provision and administration of the environmental pollution control program.

B. The Contractor shall remove temporary environmental control features, when approved by the CITY or CONSULTANT, and incorporate permanent control features into the project at the earliest practicable time.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EROSION CONTROL

A. The Contractor shall provide positive means of erosion control such as shallow run on and run off ditches around construction to carry off surface water. Erosion control measures, such as siltation basins, hay check dams, mulching, jute netting and other equivalent techniques, shall be used as appropriate. Flow of surface water into excavated areas shall be prevented. Ditches around construction area shall also be used to carry away water resulting from dewatering of excavated

areas. If dewatering is necessary and exceeds SFWMD thresholds, a dewatering plan must be prepared by a certified Registered Professional Engineer in the State of Florida and submitted to the CITY and CONSULTANT; then submitted and approved by the South Florida Water Management District prior to the commencement of work requiring dewatering. Contractor must comply with permits. However, no water from dewatering activities may be discharged offsite. At the completion of the Work, ditches shall be backfilled and the ground surface restored to original condition.

3.2 PROTECTION OF STREAMS AND CANALS

A. Care shall be taken by Contractor to prevent, or reduce to a minimum, any damage to any ditch or the stormwater outfall canal, from pollution by debris, sediment or other material, or from the manipulation of equipment and/or materials in or near such ditches. Water that has been used for washing or processing, or that contains oils or sediments that will reduce the quality of the water in the ditch, shall not be directly returned to the ditch. Such waters will be diverted through a settling basin or filter approved by the CITY or CONSULTANT and meet required standards before being directed into the ditches and other water bodies.

B. The Contractor shall not discharge water from dewatering operations directly into any live or intermittent stream, channel, wetlands, surface water or any storm sewer. Water from dewatering operations shall be treated by filtration, settling basins, or other approved method to reduce the amount of sediment contained in the water to allowable levels.

C. All preventative measures shall be taken by Contractor to avoid spillage of petroleum products and other pollutants. In the event of any spillage, prompt remedial action shall be taken in accordance with a contingency action plan approved by the Florida Department of Environmental Protection. Contractor shall submit two (2) copies of approved contingency plans to the CITY and CONSULTANT.

3.3 PROTECTION OF LAND RESOURCES

A. Land resources within the project boundaries and outside the limits of permanent work shall be restored to a condition, after completion of construction that will appear to be natural and not detract from the appearance of the project. Contractor shall confine all construction activities to areas shown on the Drawings.

B. Outside of areas requiring earthwork for the construction of the new facilities, the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without prior approval from the CITY and CONSULTANT. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorage unless specifically authorized by the CITY and CONSULTANT. Where such special emergency use is permitted, first wrap the trunk with a sufficient thickness of burlap or rags over which softwood cleats shall be tied before any rope, cable, or wire is placed. The Contractor shall in any event be responsible for any damage resulting from such use.

C. Where trees may possibly be defaced, bruised, injured, or otherwise damaged by the Contractor’s equipment, dumping or other operations, protect such trees by placing barricades around them. Monuments and markers shall be protected similarly before beginning operations near them.

D. Any trees or other landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition.

All trimming or pruning shall be performed in an approved manner by experienced workmen with saws or pruning shears. Tree trimming with axes will not be permitted.

Climbing ropes shall be used where necessary for safety. Trees that are to remain, either within or outside established clearing limits, that are subsequently damaged by the Contractor and are beyond saving as determined by the CITY and/or CONSULTANT shall be immediately removed and replaced.

E. The locations of the Contractor's storage, and other construction structures required temporarily in the performance of the Work, shall be cleared as shown on the Drawings. Drawings showing storage facilities shall be submitted for approval of the CITY and CONSULTANT.

F. If the Contractor proposes to construct temporary roads or embankments and excavations for work areas, it shall submit the following for approval at least thirty (30) days prior to scheduled start of such temporary work.

1. A layout of all temporary roads, excavations and embankments to be constructed within the work area.

2. Details of temporary road construction.

3. Drawings and cross sections of proposed embankments and their foundations, including a description of proposed materials.

G. The Contractor shall remove all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess of waste materials, or any other vestiges of construction as directed by the CITY and CONSULTANT. The disturbed areas shall be prepared and seeded as described in Section 02924 SEED, MULCH and FERTILIZER, or as approved by the CONSULTANT.

H. All debris and excess material will be disposed of in approved areas as noted on the Drawings.

3.4 PROTECTION OF AIR QUALITY

A. Burning. No open fires or burning will be permitted. If need dictates burning of any kind, Contractor must obtain prior approval of CITY and obtain appropriate permits from the state and local government agencies.

B. Dust Control. The Contractor will be required to maintain all excavations, embankment, stockpiles, access roads, waste areas, borrow areas, and all other work areas within or without the project boundaries free from dust which could cause the standards for air pollution to be exceeded, and which would cause a hazard or nuisance to others.

C. An approved method of stabilization consisting of sprinkling or other similar methods will be required to control dust. The use of petroleum products is prohibited.

D. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the Contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs, as determined by the CITY and/or CONSULTANT.

3.5 MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

A. During the life of this Contract, the Contractor shall maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created.

END OF SECTION

SECTION 01153 - CHANGE ORDER PROCEDURES

PART 1 – GENERAL

1.01 SCOPE:

A. The CITY, without invalidating the Contract, may make adjustments to bid item quantities by adding to or deducting from the quantities on the Schedule of Bid Items, as the Work progresses. These adjustments shall be in accordance with the unit or line item price set forth on the Schedule of Bid Items and are tracked as Work progresses, and approved on the monthly Application for Payment form.

1.02 REQUIREMENTS INCLUDED

A. Promptly implement Change Order procedures.

1. Provide full written data required to evaluate change.

2. Maintain detailed records of work done on a time and material/force account basis.

3. Provide full documentation to CONSULTANT on request.

B. Designate in writing the member of Contractor's organization.

1. Who is authorized to accept changes in the Work.

2. Who is responsible for informing others in the Contractor's employ the authorization of changes in the Work.

C. CITY will designate in writing the person who is authorized to execute Change Orders.

1.03 RELATED REQUIREMENTS

A. Bid Form.

B. Agreement.

C. General Conditions.

D. Supplementary Conditions.

E. Section SC01027: Applications for Payments.

F. Section SC01310: Progress Schedules.

G. Section SC01370: Schedule of Values.

H. Section SC01630: Substitutions and Product Options.

I. Section SC01700: Contract Closeout.

1.04 DEFINITIONS

A. Change Order: See General Conditions.

B. Construction Change Authorization: A written order to the Contractor, signed by CITY and CONSULTANT, which amends the Contract Documents as described, and authorizes Contractor to proceed with a change that affects the Contract Sum or the Contract Time, for inclusion in a subsequent Change Order.

C. Field Order: A written order, instructions, or interpretations, signed by CONSULTANT making minor changes in the Work not involving a change in Contract Sum or Contract Time.

1.05 PRELIMINARY PROCEDURES

A. CONSULTANT may initiate changes by submitting a Proposal Request to Contractor. Request will include:

1. Detailed description of the change, products, and location of the change in the Project.

2. Supplementary or revised Drawings and Specifications.

3. The projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized.

4. A specific period of time during which the requested price will be considered valid.

5. Such request is for information only, and is not an instruction to execute the changes, nor to stop work in progress.

B. Contractor may initiate changes by submitting a written notice to Consultant containing:

1. Description of the proposed changes.

2. Statement of the reason for making the changes.

3. Statement of the effect on the Contract Sum and the Contract Time.

4. Statement of the effect on the Work of separate contractors.

5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

1.06 CONSTRUCTION-CHANGE AUTHORIZATION

A. In lieu of Proposal Request, CONSULTANT may issue a construction change authorization for Contractor to proceed with a change for subsequent inclusion in a Change Order.

B. Authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Contract Sum and any change in Contract Time.

C. CITY and CONSULTANT will sign and date the Construction Change Authorization as authorization for the Contractor to proceed with the changes.

D. Contractor shall sign and date the Construction Change Authorization to indicate agreement with the terms therein.

1.07 DOCUMENTATION OF PROPOSALS AND CLAIMS

A. Support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow CONSULTANT to evaluate the quotation.

B. On request provide additional data to support time and cost computations:

1. Labor required.

2. Equipment required.

3. Products required.

a. Recommended sources of purchase and unit cost.

b. Quantities required.

4. Taxes, insurance, and bonds.

5. Credit for work deleted from Contract, similarly documented.

6. Overhead and profit.

7. Justification for any change in Contract Time.

C. Support each claim for additional costs, and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal, plus additional information:

1. Name of CITY's authorized agent who ordered the work, and the date of the order.

2. Dates and times work was performed, and by whom.

3. Time record, summary of hours worked, and hourly rates paid.

4. Receipts and invoices for:

a. Equipment used, listing dates and times of use.

b. Products used, listing of quantities.

c. Subcontractors.

D. Document requests for substitutions for products as specified in Section SC01630.

1.08 PREPARATION OF CHANGE ORDERS

A. CONSULTANT will initiate each Change Order.

B. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.

C. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

1.09 LUMP-SUM/FIXED PRICE CHANGE ORDER

A. Content of Change Orders will be based on, either:

1. CONSULTANT's Proposal Request and Contractor's Responsive Proposal as mutually agreed between CITY and Contractor; or

2. Contractor's Proposal for a change, as recommended by the CONSULTANT.

B. CITY and CONSULTANT will sign and date the Change Order as authorization for the Contractor to proceed with the changes.

C. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.

1.10 UNIT PRICE CHANGE ORDER

A. Content of Change Orders will be based on, either:

1. CONSULTANT's definition of the scope of the required changes; or

2. Contractor's Proposal for a change, as recommended by CONSULTANT; or

3. Survey of completed work.

B. The amounts of the unit prices to be:

1. Those stated in the Agreement.

2. Those mutually agreed upon between CITY and Contractor.

C. When quantities of each of the items affected by the Change Order can be determined prior to start of the work:

1. CITY and CONSULTANT will sign and date the Change Order as authorization for Contractor to proceed with the changes.

2. Contractor shall sign and date the Change Order to indicate agreement with the terms herein.

D. When quantities of the items cannot be determined prior to start of the work:

1. CONSULTANT will issue a construction change authorization-directing Contractor to proceed with the change on the basis of unit prices.

2. At completion of the change, CONSULTANT will determine the cost of such work based on the unit prices and quantities used.

a. Contractor shall submit documentation to establish the number of units of each item and any claims for change in Contract Time.

3. CONSULTANT will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.

4. CITY and Contractor will sign and date the Change Order to indicate their agreement with the terms therein.

1.11 TIME AND MATERIAL/FORCE ACCOUNT CHANGE ORDER/ CONSTRUCTION CHANGE AUTHORIZATION

A. CONSULTANT will issue a Construction Change Authorization directing Contractor to proceed with the changes.

B. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this Section.

C. CONSULTANT will determine the allowable cost of such work, as provided in General Conditions and Supplementary Conditions.

D. CONSULTANT will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.

E. CITY and Contractor will sign and date the Change Order to indicate their agreement therewith.

1.12 CORRELATION WITH CONTRACTOR'S SUBMITTALS

A. Contractor shall periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of work, and to record the adjusted Contract Sum.

B. Contractor shall periodically revise the Construction Schedule to reflect each change in Contract Time.

1. Contractor shall revise sub-schedules to show changes for other items of work affected by the changes.

C. Upon completion of work under a Change Order, Contractor shall enter pertinent changes in Record Documents.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01200 - PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Consultant shall schedule and administer pre-construction meeting, monthly progress meetings, and specifically called meetings throughout the progress of the Work. The Consultant shall:

a. Prepare agenda for meetings.

b. Make physical arrangements for meetings.

c. Preside at meetings.

2. Representatives of Contractor, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

3. The Contractor shall attend meetings to ascertain that work is expedited consistent with Contract Documents and construction schedules. The Consultant shall record the pre-construction meeting and each progress meeting in its entirety, and shall provide the Consultant with a voice recording, having good quality and clarity, and a typed transcript of the minutes of each meeting. A copy of the minutes of each progress meeting shall be available five (5) business days after the meeting.

B. Related Requirements Described Elsewhere:

1. Progress Schedules: Section SC01310.
2. Shop Drawings, Working Drawings, and Samples: Section SC01340.
3. Security and Safety Procedures for Infrastructure Projects: Section SC01540
4. Project Record Documents: Section SC01720.

1.02 PRE-CONSTRUCTION MEETING

A. The Consultant shall schedule a preconstruction meeting within ten (10) days after the effective date of the contract.

B. Location: A local site, convenient for all parties, designated by the Consultant.

C. Attendance:

1. CITY's representative.

2. Consultant and Consultant's professional consultants.

3. Resident project representative.

4. Contractor and its superintendent.

5. Major subcontractors.

6. Representatives of major suppliers and manufacturers as appropriate.

7. Governmental and Utilities representatives as appropriate.

8. Others as requested by the Contractor, CITY and Consultant.

D. The purpose of the pre-construction meeting is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The suggested agenda should include:

1. Distribution and discussion of:

a. List of major subcontractors and suppliers.

b. Projected schedules.

c. Schedule of Values

d. NPDES plan

2. Critical work sequencing: Relationships and coordination with other contracts and/or work.

3. Major equipment deliveries and priorities.

4. Project coordination: Designation and responsible personnel.

5. Procedures and processing of:

a. Field decisions.

b. Proposal requests.

c. Request for Information.

d. Submittals.

e. Change Orders.

f. Applications for Payment.

6. Submittal of Shop Drawings, project data and samples.

7. Adequacy of distribution of Contract Documents.

8. Procedures for maintaining Record Documents.

9. Use of premises:

   a. Office, work and storage areas.

   b. CITY's requirements.

   c. Access and traffic control.

10. Construction facilities, controls and construction aids.

11. Temporary utilities.

12. Safety and first aid procedures.

13. Check of required Bond and Insurance certifications.

14. Completion time for Contract and liquidated damages.

15. Request for extension of Contract Time.

16. Weekly job meeting for all involved.

17. Security procedures.

18. Procedures for making partial payments.

19. Guarantees on completed work.

20. Equipment to be used.

21. Staking of work.

22. Project inspection.

23. Labor requirements.

24. Laboratory testing of material requirements.

25. Provisions for material stored on site.

26. Requirements of other organizations.

27. Rights-of-way and easements.

28. Housekeeping procedures.

29. Liquidated damages.

30. Posting of signs.

31. Pay request submittal dates.

32. Equal opportunity requirements.

1.03 PROGRESS MEETINGS

A. The Consultant shall schedule and conduct regular periodic meetings. The progress meetings will be held every thirty (30) days and at other times as required by the progress of the Work. The first meeting shall be held within thirty (30) days after the preconstruction meeting or thirty (30) days or less after the date of Notice to Proceed.

B. Hold called meetings as required by progress of the Work.

C. Location of the meetings: Site selected by Consultant.

D. Attendance:

   1. Consultant and its representatives as needed.

   2. Contractor.

   3. CITY's representatives.

   4. Subcontractors (active on the site).

   5. Others as appropriate to the agenda (suppliers, manufacturers, other subcontractors, etc.).

E. The Consultant shall preside at the meetings and provide for keeping minutes and distribution of the minutes to the CITY, Consultant and others. The purpose of the meetings will be to review the progress of the Work. The agenda will include but not be limited to the following:

   1. Review approval of minutes of previous meeting.

   2. Review of work progress since previous meeting and work scheduled (3-week look ahead schedule).

   3. Field observations, problems, and conflicts.

   4. Problems which impede construction Schedule.

   5. Review of off-site fabrication, delivery schedules.

   6. Corrective measures and procedures to regain projected schedule.

   7. Status of approved construction schedule.

8. Progress schedule during succeeding work period.

9. Coordination of schedules.

10. Review status of submittals, expedite as required.

11. Maintenance of quality standards.

12. Pending changes and substitutions.

13. Shop Drawing problems.

14. Review proposed changes for:

    a. Effect on construction schedule and on completion date.

    b. Effect on other contracts of the Project.

15. Construction schedule.

16. Critical/long lead items.

17. Other business.

F. The Contractor is to attend monthly progress meetings and is to study previous meeting minutes and current agenda items, and be prepared to discuss pertinent topics and provide specific information including but not limited to:

1. Status of all submittals and what specifically is being done to expedite them.

2. Status of all activities behind schedule and what specifically will be done to regain the schedule.

3. Status of all material deliveries, latest contact with equipment manufacturer and specific actions taken to expedite materials.

4. Status of open deficiencies and what is being done to correct the same.

G. The Contractor is to provide a current submittal log at each progress meeting in accordance with Section SC01340: Shop Drawings, Working Drawings and Samples.

1.04 SPECIAL MEETINGS

A. The Contractor may be required to attend certain City Hall meetings to inform the public before commencement or during progress of the project to discuss specific issues.

PART 2- PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01310 - PROGRESS SCHEDULES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Prior to Pre-Construction Meeting, Contractor shall prepare and submit to the CONSULTANT initial construction schedule(s) demonstrating complete fulfillment of all Contract requirements utilizing a Critical Path Method (hereinafter referred to as CPM) in planning, coordinating and performing the Work under this Contract (including all activities of subcontractors, equipment vendors and suppliers). The principles and definition CPM terms used herein shall be as set forth in the Associated General Contractors of America (AGC) publication, The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry, latest edition, but the provisions of this Specification shall govern the planning, coordinating and performance of the Work. Assumed notice to proceed date for this schedule shall be ninety (90) days from bid opening date.

2. After issuance of Notice To Proceed, Contractor shall submit revised progress schedules on a bi-weekly basis. No partial payments shall be approved until there is an approved construction progress schedule on hand.

B. Related Requirements Described Elsewhere:

1. Summary of Project: Section SC01010

2. Applications for Payment: Section SC01027

3. Change Order Procedures: Section SC01153

4. Project Meetings: Section SC01200

5. Shop Drawings, Working Drawings, and Samples: Section SC01340

6. Schedule of Values: Section SC01370

1.02 QUALIFICATIONS

A. A statement of computerized CPM capability shall be submitted by Contractor in writing prior to the award of the Contract and shall verify that either Contractor's organization has in-house capability to use the CPM technique or that Contractor will employ a CPM consultant who is so qualified.

B. In-house capability shall be verified by description of construction projects to which Contractor or Contractor's consultant has successfully applied computerized CPM and shall include at least two (2) projects valued at least half the expected value of this Project.

1.03 FORM OF SCHEDULES

A. Maximum Sheet Size: 24 inches by 36 inches.

1.04 CONTENT OF SCHEDULES

A. Construction Progress Schedule:

1. Show the complete sequence of construction by activity.

2. Show the dates for the beginning of, and completion of, each major element of construction in no more than a two (2) week increment scale. Specifically list, but not limit to:

a. Obtaining all permits/construction easements (if needed)
b. Shop Drawing submitted/review time
c. Site clearing/filling
d. Site utilities
e. Pipeline installation
f. Roadway installation
g. Subcontractor work
h. Equipment installations
i. Finishings
j. Instrumentation
k. Painting
l. Operator training
m. Testing
n. Start-up
o. Receipt of spare parts

3. Show projected percentage of completion for each item, as of the first day of each month.

4. Show projected dollar cash flow requirements for each month of construction and for each activity as indicated by the approved Schedule of Values.

B. Submittals schedule for Shop Drawings and Samples shall be in accordance with Section SC01340: Shop Drawings, Product Data and Samples. Indicate on

the Schedule the following:

1. The dates for Contractor's submittals.

2. The dates submittals will be required for CITY-furnished products, if applicable.

3. The dates approved submittals will be required from the CONSULTANT.

C. A typewritten list of all long lead items (equipment, materials, etc.).

D. To the extent that the progress schedule or any revised progress schedule shows anything not jointly agreed upon or fails to show anything jointly agree upon, it shall not be deemed to have been approved by the CONSULTANT. Failure to include any element of work required for the performance of this Contract shall not excuse the Contractor from completing all work required within any applicable Completion Date, notwithstanding the CONSULTANT's approval of the progress schedule.

1.05 PROGRESS REVISIONS

A. Indicate progress of each activity to date of submission.

B. Show changes occurring since previous submission of schedule:

1. Major changes in scope.

2. Activities modified since previous submission.

3. Revised projections of progress and completion.

4. Other identifiable changes.

C. Provide a narrative report as needed to define:

1. Problem areas, anticipated delays, and the impact on the schedule.

2. Corrective action recommended, and its effect.

3. The effect of changes on schedules of other prime contractors.

D. If the Work falls behind the critical path schedule by two (2) weeks or more, the Contractor must prepare a recovery schedule.

1.06 SUBMISSIONS

A. Submittal Requirements.

1. Logic network and/or time phased bar chart, computer generated.

2. Computerized network analysis:

a. Sort by early start

b. Sort by float

c. Sort by predecessor/successor

3. Narrative description of the logic and reasoning of the schedule.

B. Within ten (10) working days after the conclusion of the CONSULTANT’s review of initial schedule, Contractor shall revise the network diagram as required and resubmit the network diagram and a tabulated schedule produced therefrom. The revised network diagram and tabulated schedule shall be reviewed and accepted or rejected by the CONSULTANT within fifteen (15) working days after receipt. The network diagram and tabulated schedule when accepted by the CONSULTANT shall constitute the Project work schedule unless a revised schedule is required due to substantial changes in the work scope, a change in Contract Time or a recovery schedule is required and requested.

C. Acceptance. The finalized schedule will be acceptable to the CONSULTANT, when in the opinion of the CONSULTANT; it demonstrates an orderly progression of the Work to completion in accordance with the Contract requirements. Such acceptance will neither impose on the CONSULTANT responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility therefore. The finalized schedule of Shop Drawing submittals will be acceptable to the CONSULTANT, when in the opinion of the CONSULTANT, it demonstrates a workable arrangement for processing the submittals in accordance with the requirements. The finalized Schedule of Values (lump sum price breakdown), as applicable, will be acceptable to the CONSULTANT as to form and content, when in the opinion of the CONSULTANT, it demonstrates a substantial basis for equitably distributing the Contract Sum. When the network diagram and tabulated schedule have been accepted, The Contractor shall submit to the CONSULTANT five (5) copies of the time-scaled network diagram, five (5) copies of a computerized tabulated schedule in which the activities have been sequenced by numbers, five (5) copies of a computerized tabulated schedule in which the activities have been sequenced by early starting date, and five (5) copies of a computerized, tabulated schedule in which activities have been sequenced by total float, and five (5) copies sorted by predecessor/successor.

D. Revised Work Schedules. Contractor, if requested by the CONSULTANT, shall provide a revised work schedule if, at any

time, the CONSULTANT considers the completion Date to be in jeopardy because of "activities behind schedule." The revised work schedule shall include a new diagram and tabulated schedule conforming to the requirements of Paragraph 1.09, herein, designed to show how Contractor intends to accomplish the work to meet the completion date. The form and method employed by Contractor shall be the same as for the original work schedule. No payment will be made if activities fall more than two (2) weeks behind schedule and a revised work schedule is not furnished.

E. Schedule Revisions. The CONSULTANT may require Contractor to modify any portions of the work schedule that become infeasible because of "activities behind schedule" or for any other valid reason. An activity that cannot be completed by its original latest completion date shall be deemed to be behind schedule. No change may be made to the sequence, duration or relationships of any activity without approval of the CONSULTANT.

1.07 DISTRIBUTION

A. Contractor shall distribute copies of the reviewed schedules to:

1. CONSULTANT
2. Jobsite file
3. Subcontractors
4. Other concerned parties
5. CITY (two copies)

B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

1.08 CHANGE ORDERS

A. Upon approval of a Change Order, the approved changes shall be reflected in the next scheduled revision or update submittal by Contractor.

1.09 CPM STANDARDS

A. CPM, as required by this Section, shall be interpreted to be generally as outlined in the Associated General Contractor's (AGC) publication, The Use of CPM in Construction, A Manual for General Contractors and the Construction Industry, Copyright 1976.

B. Work schedules shall include a graphic network and computerized, tabulated schedules as described below. To be acceptable the schedule must demonstrate the following:

1. A logical succession of work from start to finish.
2. Definition of each activity.
3. A logical flow of work crews/equipment (crews are to be defined by manpower category and man-hours; equipment by type and hours).
4. Show all work activities and interfaces including submittals as well as major material and equipment deliveries.

C. Networks.

1. The CPM network, or diagram, shall be in the form of a time-scaled diagram of the customary activity-on-type and may be divided in to a number of separate pages with suitable notation relating the interface points among the pages. Individual pages shall not exceed 36 inches by 60 inches. Notation on each activity line shall include a brief work description and a duration, as described in Paragraph 1.09D., herein.
2. All construction activities and procurement shall be indicted in a time-scaled format, and a calendar shall be shown on all sheets along the entire sheet length. Each activity arrow shall be plotted so the beginning and completion dates of such activity can be determined graphically by comparison with the calendar scale. All activities shall be shown using the symbols that clearly distinguish between critical path activities, non-critical path activities and float for each non-critical activity. All non-critical path activities shall show estimated performances time and float time in scaled form.

D. The duration indicated for each activity shall be in calendar days and shall represent the single best time considering the scope of the Work and resources planned for the activity including time for inclement weather. Except for certain non-labor activities, such as curing concrete or delivering materials, activity durations shall not exceed fourteen (14) days nor be less than one (1) day unless otherwise accepted by the CONSULTANT.

E. Tabulated Schedules. The initial schedule shall include the following minimum data for each activity.

1. Activity Beginning and Ending Numbers, single activity numbers may be used.
2. Duration.

3. Activity Description.

4. Early Start Date (Calendar Dated).

5. Early Finish Date (Calendar Dated).

6. Identified Critical Path.

7. Total Float (Note: No activity may show more than 20 days float).

8. Cost of Activity.

9. Equipment Hours by type, man power/hours by crew or trade.

F. Project Information. Each tabulation shall be prefaced with the following summary data.

1. Project Name.

2. Contractor.

3. Type of Tabulation (Initial or Updated).

4. Project Duration.

5. Project Scheduled Completion Date.

6. Effective or Starting Date of the Schedule.

7. New Projects Completion Date and Project Status, if an updated or revised schedule.

8. Actual Start Date and Finish Date for all update schedules.

1.10 SCHEDULE MONITORING

A. At not less than monthly intervals or when specifically requested by CONSULTANT, Contractor shall submit to the CONSULTANT a computer printout of an updated schedule for those activities that remain to be completed.

B. The updated schedule shall be submitted in the form, sequence, and number of copies requested for the initial schedule.

1.11 PROGRESS MEETINGS

For the monthly progress meeting, Contractor shall submit a revised CPM schedule and a 3-week look-ahead schedule, showing all activities in progress, uncompleted or scheduled to be worked during the weeks. The 3 weeks include the current week plus the next 2 weeks. All activities shall be from the approved CPM and must be as shown on the CPM unless behind or ahead of schedule.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01340 - SHOP DRAWINGS, WORKING DRAWINGS, AND SAMPLES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Contractor shall submit to the CONSULTANT for review and approval, such Shop Drawings, Test Reports and Product Data on materials and equipment (hereinafter in this Section called Data), and material samples (hereinafter in this Section called Samples) as are required for the proper control of work, including but not limited to those Shop Drawings, Data and Samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.

2. With the Contractor's executed agreement and Bond Submittal, the Contractor shall submit to the CONSULTANT a complete list of preliminary Data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the CONSULTANT shall in no way expressed or implied relieve the Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings. The Contractor shall include Shop Drawing review time on the Project schedule (see section SC01310).

3. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the City and the CONSULTANT. This log should include the following items:

a. Submittal-Description and Number assigned.

b. Date to CONSULTANT.

c. Date returned to Contractor.

d. Status of Submittal (Approved as Noted, Rejected/Re-submit).

e. Date of Resubmittal and Return (as applicable).

f. Date material release for fabrication.

g. Projected date of fabrication.

h. Projected date of delivery to site.

i. Status of O&M manuals submittal.

j. Specification Section.

k. Drawings Sheet Number.

B. Related Requirements Described Elsewhere:

1. General Conditions:

2. Progress Schedules: Section SC01310.

3. Material and Equipment: Section SC01600.

4. Project Record Documents: Section SC01720.

5. Operating and Maintenance Data: Section SC01730.

1.02 CONTRACTOR'S RESPONSIBILITY

A. The Contractor shall furnish the CONSULTANT a schedule of Shop Drawings submittals fixing the respective dates for the submission of Shop Drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.

B. The Contractor shall not begin any of the work covered by a Shop Drawing, Data, or a Sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the CONSULTANT, with approval.

C. The Contractor shall submit to the CONSULTANT all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Consultant receives them.

D. All submittals shall be accompanied with a transmittal letter prepared in duplicate containing the following information:

1. Date.

2. Project Title and Number.

3. Contractor's name and address.

4. The number of each Shop

Drawings, Project Data, and Sample submitted.

5. Notification of Deviations from Contract Documents.

   a. The Contractor shall indicate in **bold type** at the top of the cover sheet of submittal of Shop Drawing if there is a deviation from Contract Drawings, Project Specifications and referenced specifications or codes.

   b. The Contractor shall also list any deviations from Contract Drawings, Project Specifications and referenced specifications or codes and identify in "green" ink prominently on the drawings.

6. Submittal Log Number conforming to Specification Log Number.

E. The Contractor shall submit SHOP DRAWINGS electronically to the CONSULTANT through eBuilder. The CONSULTANT will review the submittal and return to the Contractor with appropriate review comments.

F. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by the CONSULTANT of the necessary Shop Drawings.

G. The Contractor shall not use Shop Drawings as means of proposing alternate items to demonstrate compliance to Contract requirements.

H. Each submittal will bear a stamp indicating that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractors review and approval of that submittal.

I. Drawings and schedules shall be checked and coordinated with the work of all trades and sub-contractors involved, before they are submitted for review by the CONSULTANT and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.

1.03 CONSULTANT'S REVIEW OF SHOP DRAWINGS

A. The CONSULTANT's review of Shop Drawings, Data and Samples as submitted by the Contractor, will be to determine if the items(s) conform to the information in the Contract Documents and are compatible with the design concept. The CONSULTANT's review and exceptions, if any, will not constitute an approval of dimensions, connections, quantities, and details of the material, equipment, device, or item shown.

B. The review of drawings and schedules will be general, and shall not be construed:

   1. As permitting any departure from the Contract requirements.

   2. As relieving the Contractor of responsibility for any errors, including details, dimensions, and materials.

   3. As approving departures from details furnished by the Consultant, except as otherwise provided herein.

C. If the drawings or schedules as submitted describe variations and show a departure from the Contract requirements which the CONSULTANT finds to be in the interest of the City and to be so minor as not to involve a change in Contract Price or time for performance, the CONSULTANT may return the reviewed drawings without noting an exception.

D. "Approved As Noted" - Contractor shall incorporate CONSULTANT’s comments into the submittal before release to manufacturer. The Contractor shall send a letter to the CONSULTANT acknowledging the comments and their incorporation into the Shop Drawing.

E. "Amend And Resubmit" - Contractor shall resubmit the Shop Drawing to the CONSULTANT. The resubmittal shall incorporate the CONSULTANT's comments highlighted on the Shop Drawing.

F. "Rejected" - Contractor shall resubmit Shop Drawing for review by Consultant.

G. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, to revisions other than the corrections requested by the CONSULTANT on previous submissions. The Contractor shall make any corrections required by the CONSULTANT.

H. If the Contractor considers any correction indicated on the drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give

written notice thereof to the CONSULTANT.

I. When the Shop Drawings have been completed to the satisfaction of the CONSULTANT, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the CONSULTANT.

J. No partial submittals will be reviewed. Submittals not deemed complete will be stamped "Rejected" and returned to the Contractor for resubmittal. Unless otherwise specifically permitted by the CONSULTANT, make all submittals in groups containing all associated items for:

1. Systems.

2. Processes.

3. As indicated in specific Specifications Sections.

K. All drawings, schematics, manufacturer's product Data, certifications and other Shop Drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

L. Only the CONSULTANT shall utilize the color "red" in marking Shop Drawing submittals.

M. For any submittal returned to the Contractor marked “Amend and Submit” or “Rejected,” Contractor shall pay CITY a resubmittal fee of $250.00. Monies shall be deducted from monies owed Contractor by CITY monthly and incorporated into a Change Order at completion of the contract.

1.04 SHOP DRAWINGS

A. Shop Drawings shall be complete and detailed and shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive information. As used herein, the term "manufactured" applies to standard units usually mass-produced; and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements.

B. Manufacturer's catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the Work by striking or cross-hatching.

C. Each Shop Drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:

1. Project Title and Number.

2. Name of Project building or structure.

3. Number and title of the Shop Drawing.

4. Date of Shop Drawing or revision.

5. Name of Contractor and subcontractor submitting drawing.

6. Supplier/manufacturer.

7. Separate detailer when pertinent.

8. Specification title and number.

9. Specification section.

10. Application Contract Drawing Number.

D. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent Data.

1.05 WORKING DRAWINGS

A. When used in the Contract Documents, the term "Working Drawings" shall be considered to mean the Contractor's plan for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false work; for underpinning; and for such other work as may be required for construction but does not become an integral part of the Project.

B. Working Drawings shall be signed by a registered Professional Consultant, currently licensed to practice in the State of Florida.

1.06 SAMPLES

A. The Contractor shall furnish, for the approval of the Consultant, samples required by the Contract Documents or requested by the CONSULTANT. Samples shall be delivered to the

CONSULTANT as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the CONSULTANT.

B. Samples shall be of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the product, with integrally related parts and attachment devices.

2. Full range of color, texture and pattern.

3. A minimum of two (2) samples of each item shall be submitted.

C. Field samples and mock-ups:

1. Contractor shall erect, at the Project site, at a location acceptable to the Consultant.

2. Size of area: 15 feet long x 6 feet high or that specified in the respective specification section.

3. Fabricate each sample and mock-up complete and finished.

4. Remove mock-ups at conclusion of Work or when acceptable to the Consultant.

D. Each sample shall have a label indicating:

1. Name of Project.

2. Name of Contractor and Subcontractor.

3. Material or Equipment Represented.

4. Place of Origin.

5. Name of Producer and Brand (if any).

6. Location in Project.

Samples of finished materials shall have additional marking that will identify them under the finished schedules.

E. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in Paragraph 1.06B above. It shall enclose a copy of this letter with the shipment and send a copy of this letter to the CONSULTANT. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.

F. Approved samples not destroyed in testing shall be sent to the CONSULTANT or stored at the site of the Work. Approved Samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved Samples. Samples which failed testing or were not approved will be returned to the Contractor at its expense, if so requested at time of submission.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01370 - SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Contractor shall submit to the Consultant a Schedule of Values allocated to the various lump sum portions of the Work, within fifteen (15) days of the Notice to Proceed date.

2. Upon request of the Consultant, Contractor shall support the values with data which will substantiate their correctness. The data shall include, but not be limited to quantity of materials, all sub-elements of the activity and their units of measure.

3 Schedule of Values shall establish the actual value for each activity of the Work to be completed taken from the approved Critical Path Method (CPM), and shall be used as the basis for the Contractor's Applications for Payment.

B. Related Requirements Described Elsewhere:

1. Conditions of the Construction Contract.

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

A. Type schedule on an 8-1/2 inch by 11 inch or 8-1/2 inch by 14 inch white paper. Contractor's standard forms and computer printout will be considered for approval by the Consultant upon Contractor's request. Identify schedule with:

1. Title of Project and location.

2. Consultant and Project number.

3. Name and address of Contractor.

4. Contract designation.

5. Date of submission.

B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing item prices for progress payments during construction.

C. Identify each line item with the number and the title of the respective section of the Specifications.

D. For each line item, list sub-values of major products or operations under the item.

E. For the various portions of the Work:

1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.

2. For items on which progress payments will be requested for stored materials, break down the value into:

a. The cost of the materials, delivered unloaded, with taxes paid. Paid invoices required for materials. Payment for materials shall be limited to the invoiced amount only.

b. The total installed value.

F. The sum of all lump sum values listed in the schedule shall equal the total Contract Sum.

1.03 UNIT QUANTITIES:

A. 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 determines payment.

B. 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.

1.04 REVIEW AND RESUBMITTAL

A. After review by Consultant, Contractor shall revise and resubmit Schedule of Values and Schedule of Unit Material values pursuant to this Section.

B. Contractor shall resubmit revised Schedules in same manner pursuant to this Section.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01380 - CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: The Contractor shall employ a competent professional photographer to take construction record photographs periodically during the course of the Work using a digital camera and a preconstruction video inspection.

B. Related Requirements Described Elsewhere:

1. General Requirements: Section SC01000.

2. Summary of Project: Section SC01010.

3. Video and Photographic Site Survey: Section 01390

4. Project Record Documents: Section SC01720.

1.02 PHOTOGRAPHY REQUIRED

A. Photographs taken in conformance with this Section shall be furnished to the Consultant with each Application for Payment.

B. Views and Quantities Required:

1. Five (5) views of overall Project site monthly, or as directed by the Consultant (for facilities projects only).

2. Two (2) aerial views of overall Project site after completion of site restoration and landscaping (for facilities projects only).

3. Provide electronically at least five (5) photographs (views) of progress work with each Application for Payment.

C. In addition to the general progress photographs required, photographs of each tie-in point shall be taken prior to backfill and turned in with the monthly Application for Payment.

1.03 COSTS OF PHOTOGRAPHY

A. The Contractor shall pay costs for specified photography and prints. Parties requiring additional photography or prints shall pay the photographer directly.

PART 2 - PRODUCTS

2.01 NEGATIVES/DIGITAL FILES

A. The negatives/digital files are to be categorized by month taken and must correspond to the progress photographs that accompany each. At project closeout, the negatives/digital files are to be submitted to the CITY. If the Contractor uses digital photography, then the images shall be provided on CD.

PART 3 – EXECUTION

3.01 TECHNIQUE

A. Factual Presentation.

B. Correct exposure and focus.

1. High resolution and sharpness.

2. Maximum depth-of-field.

3. Minimum distortion.

3.02 VIEWS REQUIRED

A. Photograph from locations to adequately illustrate condition of construction and state of progress.

1. At successive periods of photography, take at least one (1) photograph from the same overall view as previously.

2. Consult with the Consultant at each period of photography for instructions concerning views required.

3. All views to contain a relative dimension reference that is easily recognizable by the average person. In views where dimensions are critical, use of recognizable measuring devices such as a folding ruler, measuring tape in a manner the makings are clear and sharp in the photograph and the device located in close relationship with subject of photograph.

3.03 DELIVERY OF PHOTOGRAPHS

A. Deliver electronic files to the CONSULTANT to accompany each Application for Payment.

END OF SECTION

SECTION 01390 - VIDEO AND PHOTOGRAPHIC SITE SURVEY

PART 1 - GENERAL

1.01 SECTION INCLUDES:

A. The work under this Section includes the performance of a Pre and Post Construction Video Survey of the condition of existing facilities, public Rights-of Way (ROW), easements, roads, private property, and other surface features and “before and after” digital still photographs.

1.02 RELATED SECTIONS:

A. Section SC01050 – Field Engineering

B. Section SC01380 – Construction Progress Photographs

1.03 PRE/POST-CONSTRUCTION VIDEO INSPECTION

A. Prior to start of construction, Contractor shall retain the services of a firm specializing in pre-construction video inspection.

B. Video inspection shall delineate all aspects of facilities on site and surrounding properties.

C. Any claims for damages not clearly shown as existing prior to construction shall be paid for by the Contractor, unless conclusive evidence to the contrary is provided.

1.04 SUBMITTALS:

A. Pre-Construction Video and Photographic Site Survey

1. The Contractor shall submit one (1) copy of the Pre Construction Video Survey with video log to the CITY for review and acceptance.

B. Post-Construction Video Site Survey

1. At the discretion of the CITY, the requirement for a Post-Construction video may be waived.

2. The Contractor shall submit one (1) copy of the Post-Construction Video Survey with log to the CITY for review.

3. Accompanying this submittal, or as a separate submittal in the event the CITY waives the Post-Construction Video, the Contractor shall issue a letter attesting to having reviewed the Pre Construction Video Survey and confirm restoration of surface attributes.

PART 3 - EXECUTION

4. VIDEO SITE SURVEY

A. The Contractor shall provide the CONSULTANT with a DVD accurately representing existing conditions of the site to be disturbed by its operations. This DVD shall be submitted at least twenty-one (21) days prior to the start of work on this project.

B. Recording shall be on a new, high quality, DVD. The camera shall be capable of producing clean color images. The original is to be submitted to the CONSULTANT for review and a copy is to be retained by the Contractor until Final Acceptance. CITY shall receive one (1) copy of the Final Videotaping after approval by the CONSULTANT.

C. At a minimum, the video shall contain:

1. At the beginning of the video, the project name and date of taping shall be superimposed on the picture.

2. As the location of the video tapping progresses, i.e., the individual street name shall be temporally superimposed on the picture.

3. Centerline stationing at 100 feet intervals or clear reference to the individual residences (by street number) and/or business (by street number and name).

4. The video shall be run twice the full length of the project, first facing and proceeding ahead station wise and slightly angled to the right of centerline. The second run shall be the full length of the project facing and proceeding back station wise and slightly angled to the right of centerline.

5. Both shootings shall contain the centerline within the view of the observer. The taping is to be continuous during each run. Areas of special importance / interest may be “zoomed-in” on to provide the necessary details but must be “zoomed-out” to the original view before proceeding.

D. Audio content

1. Simultaneously record the audio portion during videotaping.

2. Audio recording shall assist in viewer orientation and in any Audio recording will only consist of camera

operator commentary.

E. Prepare a written video log that describes the contents of each tape including:

1. Name of streets and/or easements.

2. Videotape location designator.

3. Coverage begin/end, station and location.

4. Recording date.

F. The video shall present a clear and accurate representation of existing conditions. If the CITY determines that this intent is not met, the tape shall be returned and the area re-televised at no additional cost to the CITY.

G. This accepted video along with the still photographs will serve as an aid to the CITY in determining existing conditions. Nothing contained in the video or still photographs will supersede or relieve the CITY from determining the acceptability of restoration.

H. Prior to Substantial Completion, the Contractor is responsible to review the video and still photographs and prepare a detailed list of surface improvements to be reinstated. This list shall include lawn areas, trees and plants, driveways, driveway aprons, roadways, signage, sprinkler systems, sidewalks, mailboxes and any other existing conditions affected by the work and submit to the CITY for review and approval.

3.02 PHOTOGRAPHIC SURVEY

A. In addition to the videotape, the Contractor shall take “before and after” digital still photographs of each home and/or property. The photographs of each home and/or property shall consist of a set of photographs (3 minimum) and shall provide property-line to property-line coverage of the roadway, swale and sidewalk areas for each property. The “areas of interest” are the edge of roadway, condition of the swale, type of grass, landscaping within the swale, mail box and driveway apron.

B. The digital “file” name is to be the address of the property being photographed and shall be incorporated as part of the image. The Contractor shall provide the CITY with the following for review and acceptance:

1. One (1) CD with the digital files in street named/numbered subdirectory and a digital file log.

2. Two (2) sets of “Before” color prints and one (1) set of “After” color prints of each digital file, with the file name displayed. Color print sets are to be bound with a Table of Contents and divided and tabbed by street name/number.

3. “Before” photographs (color prints and CD) shall be submitted twenty-one (21) days in advance of the commencement of the work. “After” photographs (color prints and CD) shall be submitted with the final Application For Payment (refer to Section 01380 PROGRESS PHOTOGRAPHS for additional requirements).

C The Contractor shall provide a bound set of accepted pre-construction photographs to the Consultant to be maintained at the Consultant’s Field Office for use during the project.

D. An additional page (page 3), with sample photographs, follows the End of Section.

END OF SECTION

102 NE 16th Court

102 NE 16th Court

102 NE 16th Court

SECTION 01400 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 GENERAL

A. Contractor is required to follow all technical specification requirements with regards to material quality, certification, placement and installation. If the Contractor has questions concerning these items, it is required to generate and issue a Request For Information to the CITY and Consultant for resolution and or guidance.

B. In the absence of other quality requirements, FDOT Standard Specifications and Index, of the most current edition, shall prevail.

1.02 RELATED SECTIONS

A. Section SC01025 – Measurement and Payment Procedures

B. Section SC01050 – Field Engineering

C. Section SC01340 – Shop Drawings, Work Drawings and Samples

1.03 Field QA/QC

A. The Contractor shall monitor quality control over suppliers, subcontractors, products and workmanship, to produce work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, issue Request For Information to the Consultant before proceeding.

D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform work by persons qualified to produce required and specified quality.

F. Verify that field measurements are as indicated on shop drawings / catalog cut sheets or as instructed by the manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.04 TOLERANCES

A. Installed tolerances:

1. Plus / minus 0.20 foot radius of plan center

2. Plus / minus 0.05 foot vertical

3. Plus / minus 10% of specified vertical slope

4. Plus / minus 5% uniformity of specified vertical slope measured between any two points of a single run of pipe.

B. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

C. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Consultant before proceeding.

D. Adjust products to appropriate dimensions, position before securing products in place.

1.05 TESTING SERVICES

A. Contractor required to hire a professional, licensed independent firm to perform tests and other services specified.

B. Field copies of on site density testing are to be left on site at the completion of each day's testing. The independent firm is required to "map" the results of each day's testing results on the Contractor's.

C. Certified, signed and sealed test reports will be submitted by the independent firm to the Consultant, CITY and Contractor, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.

D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.

E. Testing does not relieve Contractor to perform work to Contract requirements.

F. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the CITY or Consultant.

1.06 INSPECTION SERVICES

A. The CITY shall appoint, employ, and pay inspector for specified services for inspection. These services may be from the Consultant, or from the CITY or any combination of the above.

B. The Inspector shall perform construction observation, inspections and other services specified in individual specification sections and as required by the CITY and/or Consultant.

C. The Contractor shall cooperate with Inspector; furnish safe access and assistance by incidental labor as requested. Additionally, the Contractor shall keep the inspection personnel

fully informed of the needs, scheduling and progress of the project.

D. This inspection does NOT relieve the Contractor from performing their own QA/QC on the Work as required in this and other technical specification sections.

1.07 MANUFACTURERS' FIELD SERVICES

A. When specified in the Contract documents, requiring material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.

B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 EXAMINATION

A. The Contractor shall verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.

C. Perform “receiving” inspection of materials, structures and equipment.

D. Perform “in-process” inspection as the Work progresses.

E. Monitor and inspect the work performed by subcontractors as the Work progresses.

F. Examine and verify specific conditions described in individual technical specification sections.

G. Notify the CITY and Consultant, forty-eight (48) hours prior to the expected time for inspection purposes and/or the witnessing of pressure testing. All pressure testing shall be witnessed by the CITY and/or Consultant.

END OF SECTION

SECTION 01505 – MOBILIZATION

PART I - GENERAL

1.01 DEFINITION AND SCOPE

A. Mobilization shall include the Contractor obtaining of all permits, insurance, and bonds; moving onto the site of all plant and equipment, temporary buildings and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items:

1. Move onto the site all Contractor's plan and equipment required for first month operations.

2. Install temporary construction power, wiring, and lighting facilities.

3. Establish fire protection plan and safety program.

4. Secure construction water supply.

5. Provide on-site sanitary facilities and potable water facilities as specified.

6. Arrange for and erect Contractor's work and storage yard and employees' parking facilities.

7. Submit all required insurance certificates and bonds.

8. Obtain all required permits.

9. Post all OSHA, EPA, Department of Labor, and all other required notices.

10. Have Contractor's superintendent at the job site full time.

11. Submit a detailed construction CPM schedule acceptable to the Consultant as specified.

12. Submit a Schedule of Values of the Work.

13. Submit a schedule of submittals.

1.02 DEMOBILIZATION

A. Demobilization is the timely and proper removal of all contractor- owned material, equipment or plant, from the job site and the proper restoration or completion of work necessary to bring the site into full compliance with the Contract Documents.

1.03 PAYMENT FOR MOBILIZATION/DEMOBILIZATION

A. Contractor shall be limited to a maximum of 3.0 percent of the total price bid for mobilization. The cost of mobilization/demobilization shall be shown in the Schedule of Values.

B. Demobilization shall be shown in the schedule of values as a minimum 25 percent of the value for mobilization.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01525 - CONSTRUCTION AIDS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: The Contractor shall furnish, install and maintain required construction aids and remove on completion of work.

B. Related Requirements Described Elsewhere:

1. Summary of Work: Section SC01010

C. Contractor must comply with applicable requirements of the specified in Sections of Divisions 2 through 16 - Technical Specifications

PART 2 - PRODUCTS

2.01 MATERIALS

A. Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

2.02 CONSTRUCTION AIDS

A. Contractor shall provide construction aids and equipment required by personnel and to facilitate execution of the Work: scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes and other such facilities and equipment such as temporary valves and fittings. Refer to respective Technical Specifications Sections for particular requirements for each trade.

B. When permanent stair framing is in place, provide temporary treads, platforms and railings, for use by construction personnel.

C. Maintain facilities and equipment in first-class condition.

PART 3 - EXECUTION

3.01 PREPARATION

A. Contractor shall consult with the CONSULTANT, review site conditions and factors which affect construction procedures and construction aids, which may be affected by execution of the Work.

3.02 GENERAL

A. Comply with applicable requirements specified in sections of Divisions 2 through 16.

B. Relocate construction aids as required by progress of construction, by storage of work requirements and to accommodate legitimate requirements of CITY and other contractors employed at the site.

3.03 REMOVAL

A. Completely remove temporary materials, equipment and services:

1. When construction needs can be met by use of permanent construction.

2. At completion of work.

B. Clean and restore areas damaged by installation by use of temporary facilities.

1. Remove foundations and underground installations for construction aids.

2. Restore area of site affected by temporary installations to required elevations, slopes, ground cover and clean the area.

C. Restore permanent facilities used for temporary purposes to specified condition or in kind if not specified.

END OF SECTION

SECTION 01530 – BARRIERS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. Contractor shall furnish, install and maintain suitable barriers as required to prevent public entry, and to protect the Work, existing facilities, trees and plants from construction operations; remove when no longer needed, or at completion of work.

1.02 RELATED REQUIREMENTS

A. Section SC01010: Summary of Work.

B. Section SC01500: Temporary Facilities.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

A. Materials may be new or used, suitable for the intended purpose, but must not violate requirements of applicable codes and standards.

2.02 FENCING

A. Minimum fence height 6 feet.

B. Open-Mesh Fence:

1. No. 11 gauge, 2-inch mesh, 72 inches high-galvanized chain link fabric, with extension arms and 3 strands of galvanized barbed wire.

2. Galvanized steel posts; 1-1/2 inch line posts and 2-inch corner posts.

2.03 BARRIERS

A. Materials are Contractor's option, as appropriate to serve required purpose.

PART 3 - EXECUTION

3.01 GENERAL

A. Install facilities of a neat and reasonably uniform appearance, structurally adequate for the required purpose.

B. Maintain barriers during entire construction period.

C. Relocate barriers as required by the progress of construction.

3.02 FENCES

A. Provide and maintain fences necessary to assure security of the site during construction to keep unauthorized people and animals from the site when construction is not in progress.

B. Gates shall have locks; and keys shall be furnished to the CITY.

C. Provide additional security measures as deemed necessary and approved by the CONSULTANT.

3.03 TREE AND PLANT PROTECTION

A. Preserve and protect existing trees and plants at site that are designated to remain, and those adjacent to site.

B. Consult with the CONSULTANT, and remove agreed-on roots and branches that interfere with construction.

1. Employ qualified tree surgeon to remove branches and tree cuts.

C. Provide temporary barriers to a height of 6 feet, around each, or around each group, of trees and plants.

D. Protect root zones of trees and plants:

1. Do not allow vehicular traffic or parking.

2. Do not store materials or products.

3. Prevent dumping of refuse or chemically injurious materials or liquids.

4. Prevent puddling or continuous running water.

E. Carefully supervise excavating, grading and filling, and other construction operations to prevent damage.

F. Replace, or suitably repair, trees and plants designated to remain which are damaged or destroyed due to construction operations.

3.04 REMOVAL

A. Completely remove barricades, including foundations, when construction has progressed to the point that they are no longer needed and when approved by CONSULTANT.

B. Repair damage caused by construction. Fill and grade areas of the site to the required elevations, and clean up the area.

END OF SECTION

SECTION 01540 - SECURITY AND SAFETY PROCEDURES FOR INFRASTRUCTURE PROJECTS

PART 1 GENERAL

1.01 As a minimum, the Contractor shall provide and assure that all of its personnel have and wear common colored Company shirts, safety vests, hard hats and substantial leather work shoes / boots. Other Personal Protective Equipment (PPE) as required by governing local, state and Federal laws and regulations.

1.02 SECTION INCLUDES

A. Responsibility for Work Security

B. Protection of Work in Progress, Materials and Equipment

C. Protection of Existing Property

D. Security Program

E. Entry Control

F. Personnel Identification

G. Security Service

H. Miscellaneous Restrictions

1.03 RELATED SECTIONS

A. Section 01010 – Summary of Project

B. Section 01500 - Temporary Facilities and Controls

1.04 RESPONSIBILITY OF WORK SECURITY

A. Contractor shall, at its expense, at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Contractor shall promptly take all reasonable precautions that are necessary and adequate against any conditions that involve a risk of loss, theft or damage to its property, at a minimum.

B. Contractor shall continuously inspect all its work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

C. Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to CITY within three (3) days of each incident.

1.05 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

A. Contractor shall be responsible for and shall bear any and all risk of loss or damage to work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Contract. Excluded from Contractor's responsibility is any loss or damage that results from the sole active negligence of the CITY or its representatives.

1.06 PROTECTION OF EXISTING PROPERTY

A. Contractor shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Contractor's operations, Contractor shall, at its expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and as will be acceptable to the CITY.

B. Contractor shall conduct its operation so as not to damage any existing buildings or structures. The Contractor shall verify that means and methods of construction used inside, adjacent to, under or over existing buildings will not cause damage. The Contractor shall provide protection methods that are acceptable to the CITY.

C. Unless otherwise specifically provided in the Contract, Contractor shall not do any work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric, radio, gas, transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by the CITY.

D. Thereafter, and before it begins such work, Contractor shall give due notice to CITY of its intention to start such work. Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of work.

E. Contractor shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by CITY, do not reasonably interfere with the performance of this Contract.

F. Contractor shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its work through operation of equipment or stockpiling of materials. All cost in connection with any repairs or restoration necessary or

required by reason of any such damage or unauthorized cutting shall be borne by Contractor.

1.07 SECURITY PROGRAM

A. At the Pre-Construction Meeting, the CITY will make a final determination on which, if any, of the following requirements are to be implemented.

1. Protect Work existing premises and CITY's operations from theft, vandalism, and unauthorized entry.

2. Initiate program at project mobilization.

3. Maintain program throughout construction period until CITY acceptance precludes the need for Contractor security.

1.08 RESTRICTIONS

A. Do not allow cameras on site or photographs taken except by written approval of the CITY.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01568 - TEMPORARY EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The Work specified in this Section consists of designing, providing, maintaining and removing temporary erosion and sedimentation controls as required by rules and regulations and permit conditions.

2. Temporary erosion controls include, but are not limited to, grassing, mulching, setting, watering and reseeding on-site surfaces and soil and burrow area surfaces and providing interceptor ditches at ends of berms and at those locations which will ensure that erosion during construction will be either eliminated or maintained within acceptable limits as established by the CITY.

3. Temporary sedimentation controls include, but are not limited to silt dams, traps, barriers, and appurtenances at the foot of sloped surfaces which will ensure that sedimentation pollution will be either eliminated or maintained within acceptable limits as established by the CITY.

4. Contractor is responsible for providing effective temporary erosion and sedimentation control and leaving them installed at completion of the Work.

B. Related Work Described Elsewhere:

1. Site Clearing: Section 02230

2. Sedimentation and Erosion Control: Section 02270.

PART 2 - PRODUCTS

2.01 SEDIMENTATION CONTROL

A. Bales shall be clean, seed-free cereal hay type.

B. Netting shall be fabricated of material acceptable to the CITY.

C. Filter stone shall be crushed stone which conforms to Florida Department of Transportation (FDOT) specifications.

D. Concrete block shall be hollow, non-load bearing type.

E. Concrete shall be exterior grade not less than 1-inch thick.

PART 3 - EXECUTION

3.01 SEDIMENTATION CONTROL

A. Install and maintain silt dams, traps, barriers, and appurtenances as shown on the approved descriptions and working drawings. Hay bales which deteriorate and filter stone which is dislodged shall be replaced.

3.02 PERFORMANCE

A. Should any of the temporary erosion and sediment control measures employed by the Contractor fail to produce results which comply with the requirements of the State of Florida, the CITY or Consultant, Contractor shall immediately take whatever steps are necessary to correct the deficiency at its own expense.

END OF SECTION

SECTION 01570 – MAINTENANCE OF TRAFFIC

PART 1 GENERAL

1.01 Contractor shall provide all labor, material and services to perform all operations required for the maintenance and protection of vehicular and pedestrian traffic in conformance to all applicable FDOT laws and regulations and subject to acceptance and permits by Owner, Palm Beach County and FDOT as applicable.

1.02 REFERENCES

A. State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Section 102, 2000 Edition (or latest edition)

B. State of Florida Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations

C. The Manual of Uniform Traffic Control Devices, latest edition

D. CBB ROW Permit

1.03 SUBMITTAL

A. Submit Traffic Control Plans, ROW Permit Applications and Construction Schedule to the Owner, Palm Beach County (if applicable), and the FDOT (if applicable) for review and acceptance 30 days prior to the start of construction.

1.04 SIGNS AND DEVICES

A. Traffic Control and Informational Signs

B. Traffic Cones and Drums, and Lights

C. Traffic Controllers Equipment

1.05 CONSTRUCTION PARKING CONTROL

A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles and Owner's operations. Contractor's employee's personal vehicles shall NOT be parked "in and around" the project site. Contractor's employee's personal vehicles shall be parked at the storage yard.

1.06 TRAFFIC CONTROLERS

A. Provide trained and equipped traffic controllers to regulate traffic when construction operations encroach on public traffic lanes.

1.07 LIGHTS

A. Use approved barricades with lights during hours of low visibility to delineate traffic lanes and to guide traffic.

1.08 TRAFFIC SIGNS AND DEVICES

A. At approaches to site and on site, install at crossroads, detours, parking areas, and elsewhere as needed, to direct construction and affected public traffic. The Contractor shall submit traffic control through work zone plans based on FDOT Roadway and Traffic Design Standards, 2001 Edition (or latest edition).

B. Relocate as Work progresses, to maintain effective traffic control.

1.09 REMOVAL

A. Remove equipment and devices when no longer required.

B. Repair damage caused by installation.

1.10 SPECIFIC TRAFFIC CONTROL

A. Contractor shall maintain through traffic on all public roads at all times unless stated otherwise herein.

B. Contractor shall maintain access to all vehicular driveways (public or private) at all times. Contractor shall backfill and install temporary rock base as necessary in order to provide safe and functional access to all driveways.

C. Contractor shall coordinate with the Police and Fire Departments for whom the Contractor will provide satisfactory access at all times.

D. Contractor shall maintain, at the minimum, one travel lane, in each direction, when performing work within the Palm Beach County Right-of-Way.

1.11 EXECUTION

A. The Contractor shall arrange its work to cause minimum disturbance to normal pedestrian and vehicular traffic; and shall be held responsible for providing and maintaining suitable means of access (including emergencies) to all public and private properties during all stages of the construction.

B. If it becomes necessary to block off an entire street to vehicular traffic during construction (other than for an emergency situation), the Contractor must secure the written authorization of the CITY and Palm Beach County or FDOT as acknowledged as a condition of the Right-of-Way (ROW) permit(s) prior to completely blocking off the roadway.

1.12 UNIT PRICE – MEASUREMENT AND PAYMENT

A. Refer to Section 01025 - MEASUREMENT AND PAYMENT PROCEDURES.

END OF SECTION

SECTION 01580 - PROJECT IDENTIFICATION AND SIGNS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Contractor shall furnish, install and maintain two (2) project signs.

2. Contractor shall allow no other signs to be displayed.

B. Related Requirements Described Elsewhere:

1. Summary of Project: Section SC01010.

1.02 PROJECT SIGNS

A. One (1) painted sign with lettering, size, color and construction in accordance with the local requirements.

B. Erect on each site at a location of high public visibility, as approved by the Consultant.

C. Information to be included shall be as indicated on sample attached.

1.03 QUALITY ASSURANCE

A. Sign Painter: Professional experience in type of work required.

B. Finishes, Painting: Adequate to resist weathering and fading for three (3) year period.

1.04 SUBMITTALS

A. An 11-inch by 17-inch color sketch of the Project sign shall be submitted to the Consultant for approval prior to final preparation of the project sign.

PART 2 - PRODUCTS

2.01 SIGN MATERIALS

A. Structure and Framing: May be new or used, wood or metal, in sound condition, structurally adequate and suitable for specified finish.

B. Sign Surfaces: Exterior softwood plywood with medium density overlay, standard large sizes to minimize joints.

1. Thickness: As required by standards to span framing members, to provide even, smooth surface without waves or buckles.

C. Rough Hardware: Galvanized.

D. Paint: Exterior quality.

PART 3 - EXECUTION

3.01 PROJECT IDENTIFICATION SIGNS

A. Paint exposed surface of supports, framing and surface material; one coat of primer and one coat of exterior paint.

B. Paint graphics in styles, sizes, and colors selected.

3.02 MAINTENANCE

A. Maintain signs and supports in a neat, clean condition; repair damages to structures, framing or signs.

END OF SECTION

BUILDING A BETTER CITY WITH THIS CIP PROJECT

PROJECT NAME

Project Value: Construction Bid Price

SAMPLE

Design Professional:
NAME OF CONSULTING FIRM
PERSON'S NAME, Project Manager

Contractor:
NAME OF CONTRACTOR
PERSON'S NAME, Project Manager

Month 20xx

Steven B. Grant, Mayor
Christina Romelus, Vice Mayor District III
Justin Katz, Commissioner District I
Mack, McCray, Commissioner District II
Joe Casello, Commissioner District IV

Lori LaVerriere, City Manager

Name & Title, Project Manager

Signs to be 4 feet high by 8 feet wide with 1 ½-inches blue border, white infield and blue lettering (to match border). Sign title line to be 4-inch letter size, project information to be 3-inch letter size, City information to be 1-inch letters. The City approval of the sign (specifically the City logo) is required after fabrication but prior to installation. Each sign to be mounted on a minimum of two (2) 4x4 posts with white PVC sleeves and white PVC top caps. Contractor to provide two (2) signs.

SECTION 01600 - MATERIAL AND EQUIPMENT

PART 1 - GENERAL

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Material and equipment incorporated into the Work:

1. Manufactured and fabricated products:

a. Design, fabricate and assemble in accord with the best engineering and shop practices.

b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.

c. Two (2) or more items of the same kind shall be identical, by the same manufacturer.

d. Products shall be suitable for service conditions.

e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

2. Do not use material or equipment for any purpose other than that for which it is designed or specified.

1.02 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

A. When Contract Documents require that installation of Work shall comply with manufacturer's printed instructions. Contractor shall obtain and distribute copies of such instructions to parties involved in the installation, including five (5) copies to the Consultant.

1. Maintain one (1) set of complete instructions at the job site during installation and until completion.

B. Contractor shall handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.

1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Consultant for further instructions.

2. Do not proceed with Work without clear instructions.

C. Contractor shall perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.03 TRANSPORTATION AND HANDLING

A. Contractor shall arrange deliveries of products in accordance with progress schedules, coordinate to avoid conflict with work and conditions at the site.

1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.

2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.

B. Contractor shall provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.04 STORAGE AND PROTECTION

A. The Contractor shall furnish a covered, weather-protected storage structure providing a clean, dry, non-corrosive environment for all mechanical equipment, valves, architectural items, electrical and instrumentation equipment, and special equipment to be incorporated into this Project. Storage or equipment shall be in strict accordance with the "instructions for storage" of each equipment supplier and manufacturer including connection of heaters, placing of storage lubricants in equipment, etc. Corroded, damaged or deteriorated equipment and parts shall be replaced before acceptance of the Project. Equipment and materials not properly stored will not be included in a payment estimate.

B. Contractor shall store products in accord with manufacturer's instructions, with seals and labels intact and legible.

1. Store products subject to damage by the elements in weather-tight enclosures.

2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.

3. Store fabricated products above the ground, on blocking or skids, prevent soiling or staining. Cover products which are subject to

deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.

4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.

C. All materials and equipment to be incorporated in the Work shall be handled and stored by the Contractor before, during and after shipment in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and any injury, theft or damage of any kind whatsoever to the material or equipment.

D. Contractor shall store under a roof or off the ground cement, sand and lime, and shall be kept completely dry at all times. All structural and miscellaneous steel, and reinforcing steel shall be stored off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting. Beams shall be stored with the webs vertical. Precast concrete beams shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce breakage, chipping, cracking and spalling to a minimum.

E. All materials, which, in the opinion of the Consultant, have become so damaged as to be unfit for the use intended or specified, shall be promptly removed by the Contractor from the site of the Work, and the Contractor shall receive no compensation for the damaged material or its removal.

F. Contractor shall arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.

G. Protection After Installation: Contractor shall provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove covering when no longer needed.

H. The Contractor shall be responsible for all material, equipment and supplies sold and delivered to the CITY under this Contract until final inspection of the Work and acceptance thereof by the CITY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, the Contractor shall replace same without additional cost to the CITY.

I. Should the Contractor fail to take proper action on storage and handling of equipment supplied under this Contract within seven (7) days after written notice to do so has been given, the CITY retains the right to correct all deficiencies noted in previously transmitted written notice and deduct the cost associated with these corrections from the Contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administrative, clerical, engineering and any other costs associated with making the necessary corrections.

1.05 STORAGE AND HANDLING OF EQUIPMENT ON SITE

A. Because of the long period allowed for construction, special attention shall be given to the storage and handling of equipment on site. As a minimum, the procedure outlined below shall be followed by Contractor:

1. All equipment having moving parts such as gears, electric motors, etc. and/or instruments shall be stored in a temperature and humidity controlled building approved by the Consultant, until such time as the equipment is to be installed.

2. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.

3. Manufacturer's storage instructions shall be carefully studied by the Contractor and reviewed with the Consultant by him. These instructions shall be carefully followed and a written record of this kept by the Contractor.

4. Moving parts shall be rotated a minimum of once weekly to insure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, the Contractor shall start the equipment, at least half the load, once weekly for an adequate period of time to insure that the equipment does not deteriorate from lack of use.

5. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. Mechanical equipment to be used in the Work, if stored for longer than ninety (90) days, shall have the bearings cleaned, flushed and lubricated prior to testing and

startup, at no extra cost to the CITY.

6. Prior to acceptance of the equipment, the Contractor shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the Contractor's expense.

1.06 SPARE PARTS

A. Spare parts for certain equipment provided under Divisions 11: Equipment; 13: Special Construction; 15: Mechanical; and 16: Electrical have been specified in the pertinent sections of the Technical Specifications. The Contractor shall collect and store all spare parts so required in an area to be designated by the Consultant. In addition, the Contractor shall furnish to the Consultant an inventory listing all spare parts, the equipment they are associated with, the name and address of the supplier, and the delivered cost of each item. Copies of actual invoices for each item shall be furnished with the inventory to substantiate the delivered cost.

1.07 GREASE, OIL AND FUEL

A. All grease, oil and fuel required for testing of equipment shall be furnished with the respective equipment. The CITY shall be furnished with a year's supply of required lubricants including grease and oil of the type recommended by the manufacturer with each item of equipment supplied.

B. The Contractor shall be responsible for changing the oil in all drives and intermediate drives of each mechanical equipment after initial break-in of the equipment, which in no event shall be any longer than three (3) weeks of operation.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01630 - SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

A. Contractor shall furnish and install products specified under options and conditions for substitutions stated in this Section.

1.02 RELATED REQUIREMENTS

A. Information for Bidders and General Conditions.

B. Section SC01410: Testing Laboratory Services.

C. Section SC01650: Start-up.

D. Section SC01700: Contract Closeout.

1.03 PRODUCTS LISTED

A. Within thirty (30) days after award of Contract, submit to Consultant six (6) copies of complete list of major products which are proposed for installation.

B. Tabulate products by specification section number and title.

C. For products specified only by reference standards, list for each such product:

1. Name and address of manufacturer.

2. Trade name.

3. Model or catalogue designation.

4. Manufacturer's data:
   a. Reference standards.
   b. Performance test data.

1.04 CONTRACTOR'S OPTIONS

A. For products specified only by reference standard, select product meeting that standard, by any manufacturer.

B. For products specified by naming several products or manufacturers, select any one of those products and manufacturers named which complies with Specifications.

C. For products specified by naming only one or more products or manufacturers and stating "or equal", select one of those named products or manufacturers. After award of Contract, submit a request as for substitutions, for any product or manufacturer which is not specifically named.

D. For products specified by naming only one product and manufacturer, there is no option and no substitution will be allowed.

1.05 SUBSTITUTIONS

A. Within a period of thirty (30) days after award of Contract, Consultant will consider formal requests from the Contractor for substitution of products in place of those specified:

1. After the end of that period, the request will be considered only in case of product unavailability or other conditions beyond the control of the Contract Documents:

B. Submit a separate request for each substitution. Support each request with:

1. Complete data substantiating compliance of the proposed substitution. Support each request with:

   a. Product identification, including manufacturer's name and address.

   b. Manufacturer's literature; identify:

      1) Product description.

      2) Reference standards.

      3) Performance and test data.

   c. Samples, as applicable.

   d. Name and address of similar projects on which product has been used, and the date of each installation.

2. Itemized comparison of the proposed substitution with product specified; list significant variations.

3. Data relating to changes in the construction schedule.

4. Any effect of the substitution on separate contracts.

5. List of changes required in other work or products.

6. Accurate cost data comparing proposed substitution with product specified.

7. Designation of required license fees or royalties.

8. Designation of availability of maintenance services and sources of replacement materials.

C. Substitutions will not be considered for acceptance when:

1. They are indicated or implied on Shop Drawings or product data submittals without a formal request from Contractor.

2. They are requested by anyone other than Contractor.

3. Submitted without data relating to changes in construction schedule.

4. Any effect of substitution on separate contracts is not included.

5. A list of changes required in other work or products is not included.

6. Accurate cost data comparing proposed substitution with product specified is not included.

7. Designation of required license fees or royalties is not included.

8. Designation of availability of maintenance services, sources of replacement materials is not included.

9. Acceptance will require substantial revision of Contract Documents.

D. Substitute products shall not be ordered or installed without written acceptance of Consultant.

E. Consultant will determine the acceptability of proposed substitutions. Contractor shall pay all costs associated with Consultant's review.

1.06 CONTRACTOR'S REPRESENTATION

A. In making formal request for substitution Contractor represents that:

1. It has investigated the proposed product and has determined that it is equal to or superior in all respects to that specified.

2. It will provide same warranties or bonds for substitution as for product specified.

3. It will coordinate installation of accepted changes as may be required for the Work to be complete in all respects.

4. It waive claims for additional costs caused by substitution which may subsequently become apparent.

5. It will pay all costs, resulting under separate contracts, which result from the substitution.

6. It will pay all engineering costs for redesign or revision of the Contract Documents.

7. Cost data is complete and includes related costs under this Contract, but not:

a. Costs under separate contracts.

b. Consultant's costs of redesign or revision of Contract Documents.

1.07 CONSULTANT DUTIES

A. Review Contractor's requests for substitutions with reasonable promptness.

B. Notify Contractor in writing of decision to accept or reject requested substitution.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01700 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Contractor shall comply with requirement stated in Conditions of the Contract and in specifications for administrative procedures in closing out the Work.

B. Related Requirements Described Elsewhere:

1. Cleaning: Section SC01710

2. Project Record Documents: Section SC01720

3. Operating and Maintenance Data: Section SC01730

4. Warranties and Bonds: Section SC01740.

1.02 SUBSTANTIAL COMPLETION

A. The Work will not be substantially complete, and Contractor may not request substantial completion inspection unless the following submittals and work is completed:

1. All work specified herein and shown on the drawing is complete.

2. Project Record Documents have been submitted and reviewed to the requirements of Section SC01720.

3. All deficiencies noted on inspection reports or non-conformances are corrected or the correction plan approved.

4. Contractor to submit evidence of compliance with the requirements of governing authorities.

B. When the conditions of paragraph 1.02 A. are met the Contractor shall submit to the Consultant:

1. A written notice that it considers the Work, or portion thereof, is substantially complete, and request an inspection.

C. Within a reasonable time after receipt of such notice, the Consultant will make an inspection to determine the status of completion.

D. When the Consultant finds that the Work is substantially complete, Consultant will:

1. Attend a Substantial Completion walk-through of the facility to include the CITY, Contractor and Consultant and/or Engineer of Record to determine the completeness of the Project and readiness of the facility for occupancy.

2. Prepare and deliver to CITY a Certificate of Substantial Completion with the punchlist of items to be completed or corrected before final inspection.

1.03 FINAL INSPECTION

A. Prior to Contractors request for a final inspection the following submittals and Work must be complete:

1. Project Record Documents must be approved.

2. Equipment and systems have been tested in the presence of the CITY's representative and are operational and training, when applicable.

3. All punchlist items have been corrected.

B. The Consultant will, within reasonable time, make an inspection to verify the status of completion with reasonable promptness after receipt of Contractor's request.

C. Should the Consultant consider that the Work is incomplete or defective:

1. The Consultant will promptly notify the Contractor in writing, listing the incomplete or defective work.

2. Contractor shall take immediate steps to remedy the stated deficiencies, and send another written certification to the Consultant that the Work is complete.

3. The Consultant will within a reasonable amount of time, reinspect the Work and the Contractor shall be liable for reinspection fees as described in paragraph 1.04.

D. When the Consultant finds that the Work is acceptable under the Contract Documents, the Contractor may make closeout submittals.

1.04 REINSPECTION FEES

A. Should the Consultant perform reinspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:

1. Contractor will compensate the CITY for such additional services.

2. CITY will deduct the amount of such compensation from the final payment to the Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS

A. Warranties and Bonds: To requirements of Section SC01740.

B. Evidence of Payment and Release of Liens: To requirements of General and Supplementary Conditions.

C. Certificate of Insurance for Products and Completed Operations.

D. Final Application for Payment

E. Certificate of Substantial Completion.

F. Certificate of Final Inspection, Testing, and Acceptance

G. Closeout of all applicable permits:
   1. State or other jurisdictional permits (as applicable):
      a. FDOT
      b. LWDD
      c. SFWMD
      d. USACE
      e. FEC
      f. CSX
   2. PBC ROW/MOT
   3. PBC Health Department
   4. PBC Building Department
   5. City of Boynton Beach – Right-of-Way (ROW)
   6. City of Boynton Beach Building Department

1.06 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting to the Consultant.

B. Statement shall reflect all adjustments to the Contract Sum:

   1. The original Contract Sum.

   2. Additions and deductions resulting from:

      a. Previous change orders or written amendment.

      b. Allowances.

      c. Unit prices.

      d. Deductions for uncorrected work.

      e. Deductions for liquidated damages.

      f. Deductions for reinspection payments.

      g. Other adjustments.

   3. Total Contract Sum, as adjusted.

   4. Previous payments.

   5. Sum remaining due.

C. Consultant will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

1.08 RECORD DOCUMENT SUBMITTAL REQUIREMENTS

A. Submit data on 8 ½ x 11inch pages in three-ring binders with durable covers.

B. Prepare binder cover and binder spine with printed title “RECORD DOCUMENT MANUAL”, title of project, and subject matter of binder when multiple binders are required.

C. Internally subdivide the binder contents with permanent page dividers and tabs.

D. Contents: Prepare a Table of Contents as follows:

   1. Part 1: Directory, listing names, addresses, and telephone numbers of Engineer, Contractor, Subcontractors and major equipment suppliers.
   2. Part 2: Project documents and certificates, including the following:
      a. Certificate of Substantial Completion with signed-off Substantial Completion punchlist.
      b. Certificate of Final Acceptance.
      c. Warranty of Title, form WT-1
      d. Final Release of Lien
      e. Pre- and Post-construction videos and photographs on DVD or CD.
      f. Certifications of closeout of all applicable permits (NPDES, PBC Health Department, SFWMD, LWDD, PBC or CBB Building Permits, etc.)

E. Submit Operation and Maintenance (O & M) Manuals for all equipment. The O&M Manuals shall include the following information:
   a. Manufacturer’s name, address, and telephone number.
   b. List of equipment
   c. Parts list for each component

d. Operating instructions
e. Maintenance instructions for equipment and systems.

F. Submit to the CITY, one (1) draft copy of the RECORD DOCUMENT MANUAL fifteen (15) days prior to the request for Final Inspection, Testing and Acceptance. This copy will be reviewed and returned prior to Final Inspection, Testing and Acceptance, with the CITY's comments. Revise content of all document sets as required.

G. Submit one (1) revised FINAL RECORD DOCUMENT MANUAL and six (6) sets for all Operation and Maintenance Manuals, within ten (10) days after Final Inspection, Testing and Acceptance. .

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

A. Submit written certification that the Work has been completed in accordance with Contract Documents and is ready for the Substantial Completion and/or Final Completion walk-throughs.

B. Provide submittals to the Consultant and the CITY that are required by governing or permitting authorities such as Palm Beach County Health Department, Palm Beach County Traffic/Land Development, FDOT, etc. in order to closeout the project.

C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and full release of retainage.

D. Final payment and release of retention with NOT be made until the RECORD DOCUMENT MANUALS, Operation and Maintenance Manuals, and the "AFTER" photographic survey, video, and photographs on DVD/CD have been received and accepted by the CITY.

END OF SECTION

SECTION 01705 - RECORD DRAWING REQUIREMENTS

PART 1 GENERAL

1.01 The terms “Record Drawing” and “As-Built Drawing” shall be synonymous. However, it is the CITY’s preference to refer to these drawings as “Record Drawings”. The Record Drawings are prepared by the Contractor and are used to document the actual construction and other conditions noted in the Contract Documents.

1.02 REQUIREMENTS INCLUDE

A. Contractor shall maintain at the site, a record copy of:

1. Drawings

2. Approved Shop Drawings, Product Data and Samples

3. Field Test Records

1.03 RELATED SECTIONS:

A. Measurement and Payment – Section SC01025

B. Shop Drawings, Work Drawings, and Samples – Section SC01340

C. Testing Laboratory Services – Section SC01410

D. Substitutions and Product Options – Section SC01630

1.04 RELATED REQUIREMENTS

A. The completed final Record Drawings shall be certified by a Florida Registered Land Surveyor. This certification shall consist of the surveyor’s embossed seal bearing his/her registration number, the surveyor’s signature and date (of the survey) on each sheet of the drawing set (including the cover and key sheet). Standard Detail sheets are not required to be included in the Record Drawing set. In addition, all Record Drawing sheets shall list the company name, business address, and telephone number of surveyor. Additionally, the Record Drawings shall meet all Minimum Technical Standards (MTS) requirements.

B. AutoCAD computer generated progress Record Drawings are required to be submitted with each Application for Payment.

1.05 MAINTENANCE OF RECORD DRAWINGS

A. The Contractor shall maintain full size (24”x36”) field drawings to reflect the installed / accepted items of work as the Work progresses. Upon completion of the Work, the Contractor shall submit two (2) sets of full size, signed and sealed Record Drawings and one (1) CD or DVD with the electronic PDF and AutoCAD files (AutoCAD 2010 or newer format). All Record Drawings shall be generated with AutoCAD, and conversions from any other CAD platform to AutoCAD once the drawings are finished are not allowed. Points collected shall be generated with AutoCAD Land Desktop or AutoCAD Civil 3D. An electronic set of the design drawings (including all pertinent XREF’s, CTB files, images, etc.) will be furnished to the Contractor by the design engineer at no cost.

B. Contractor shall label each document, “PROJECT RECORD DRAWING” in neat large printed letters, or by rubber stamp.

C. Contractor shall maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.

D. Record information must be created concurrently with construction progress. Contractor shall not conceal any work until required information is recorded.

E. Contractor shall make documents and samples available for inspection by CITY and CONSULTANT at all times.

1.06 RECORD DRAWINGS

A. Survey/GPS Points: All points shall be collected via NAD83 FL State Plane coordinates and elevations collected via the NAVD88 vertical datum. All drawings shall be in the proper coordinate base, coordinates shall be called out on the drawings, and all field collected data shall be submitted in comma delimited text electronic format.

B. Record Drawings shall include complete as installed information including paving and drainage relative to pavement location; concrete curb; gutter and sidewalks; elevations of surface drainage flows to insure proper routings of storm water runoff; location of inlets, manholes, outfalls, endwalls and control structures; as well as pipe inverts, top of grates, rim elevations, and other features that were constructed in the Project.

C. The Record Drawings shall include complete as installed information of the utility systems, (water, sanitary sewer and storm water systems) including service laterals, sample points, valves, backflow preventers, information relative to location of manholes, valve pits (enclosures), wet wells, lift stations, as well as the inverts and rim elevations, and any other features that were either

constructed as part of the project or discovered during the construction of the project. Any and all As-Built utilities that vary from the design drawing set shall be moved spatially to its correct locations and reflected accordingly in the AutoCAD, PDF, and hard copy Record Drawings.

D. Dimensional ties to water lines shall be provided, both horizontal and vertical, at a minimum of every 200 linear feet (lf). Each water line dimensional tie shall include centerline stationing and be referenced to the nearest edge of roadway paving with elevation of the top of the pipe.

E. Contractor's Record Drawings shall include the key sheet / key map with exact system pipe line and valve locations indicated including GPS coordinates.

F. Computer generated Record Drawings shall be submitted; data in tabular form will not be accepted.

G. Additionally, Station & Offset and GPS coordinates certified by the surveyor, shall be provided for:

1. Water Mains (including raw water as applicable): Valves, fittings, fire hydrants, permanent sample points, service taps and meters.

2. Sanitary Sewers: - Manholes and cleanouts.

3. Stormwater systems: Inlets, manholes and outfalls (including MES).

4. Force Mains: Valves and fittings.

5. Reuse Mains: Valves, fittings, permanent sample points, service taps and meters.

6. Wellfields: Wellheads and valves

7. General: Street light poles, hand-holds and pull boxes

H. Representative items of work that shall be shown on the Record Drawings as verified, changed or added are shown below:

1. Plans:

a. Structure types, location with grade of rim and flow-line elevations.

b. Piping system type (water main, gravity sewer, etc.), length, size and elevations.

c. Utility type, length, size and elevation in conflict structures

d. All maintenance access structures, valve pits, valves and hydrants within right-of way.

e. Critical spot elevations at high or low intersections and the midpoint of all intersections.

f. Sewer laterals.

2. Pavement Marking and Signing Plans: Sign location where installed if different from plans.

I. Record Drawing shall include the following criteria at a minimum.

1. Record Drawings of water lines shall include the following information:

a. Top of pipe elevations and horizontal location every 100 linear feet (lf).

b. Separation callouts between water main, sanitary sewer mains and laterals, reclaimed water and storm drainage piping and structures.

c. Final elevations of surface feature including roadway crown, edge of pavement (roadway and sidewalk) and swale elevations every 200 liner feet (lf).

d. Station and Offset, GPS locations and elevations of fittings, valves, fire hydrants, permanent sample points and water service taps and meters.

e. All tie-ins to existing lines shall be shown in an enlarged detail of the tie-in configuration.

f. All water services

2. Record Drawings of all gravity sanitary sewer lines include the following information:

a. Rims, inverts and length of piping between structures as well as slopes.

b. Separation callouts between water main, sanitary sewer mains and laterals and storm drainage piping and structures.

c. The stub ends of all sewer laterals shall be located via

GPS and if there are any cleanouts installed on the sewer laterals then the invert elevation of these cleanouts need to be obtained.

d. Lift station Record Drawings shall consist of top of wet well elevation, invert elevation of the incoming line, bottom of the wet well and of the compound area.

3. Force main Record Drawings shall be prepared the same as the water line Record Drawings.

4. Reclaimed water Record Drawings shall be prepared the same as the water line Record Drawings.

5. Record Drawings of all storm water drainage systems shall include the following information:

   a. Structures, grate elevations, inverts and diameter and length of pipe line between structures, type of drainage system (conveyance and/or exfiltration) and weir elevations if applicable.

   b. Separation callouts between water main, sanitary sewer mains and laterals and storm drainage piping and structures.

   c. Cross section (ROW to ROW) every 50 feet or critical change in elevation and at each inlet showing sidewalk, inlet grate and/or top and bottom of swale/slope, edge of roadway, roadway crown, edge of roadway, grate and sidewalk elevations.

6. All rock and asphalt Record Drawings for parking lot, roadways and swales areas shall consist of the following:

   a. Rock elevations at all high and low points, and at enough intermediate points to confirm slope consistency and every 50' for roadways.

   b. Rock elevations shall be taken at all locations where there is a finish grade elevation shown on the design plans.

   c. All catch basin and manhole rim / grate elevations shall be shown.

   d. Elevations around island areas are required.

   e. As constructed elevations shall be taken on all paved and unpaved swales prior to placement of asphalt and/or topsoil/sod, at enough intermediate points to confirm slope consistency and conformance to the plan details.

7. Lake and canal bank Record Drawings shall include a key sheet of the lake for the location of cross sections. Lake and canal bank cross sections shall be plotted at a minimum of every 100 linear feet (lf) and the top and bottom of slope/edge of water around the lake or canal, unless otherwise specified. Record Drawings shall consist of the location and elevation of the top of bank, edge of water and the deep cut line, with the distance between each shown on the drawing. If there are contours indicated on the design plans, then they shall be recorded as well.

   a. Retention area Record Drawings elevations shall be taken at the bottom of the retention area and at the top of bank. If there are contours indicated on the design plans, then they shall be recorded as well.

   b. If a change is made via field order or deviation to any structure, pipeline, etc., a new location shall be noted on the Record Drawings. The Consultant may request additional Record Drawing information to verify horizontal or vertical locations.

1.07 SUBMITTAL

A. Record Drawings - As a condition precedent to the Contractor's request for Substantial Completion Inspection, the Contractor shall furnish to CITY a complete set of full size paper prints, marked-up Record Drawings with "RECORD DRAWINGS" clearly printed on each sheet for review and approval and acknowledge the receipt of marked up plans, comments that shall be addressed before Final Completion. If there was no change to the drawing, it shall be marked "RECORD DRAWING – NO CHANGE" All final Record Drawing sheets shall be certified, signed and sealed by the Contractor's surveyor.

B. Additionally, the Contractor shall certify by stamping and signing each Record Drawing sheet indicating the fact that it has been reviewed and accepted.

C. Initially, two (2) signed and sealed paper prints are to be submitted to the Project Manager for review. Following review by the Consultant and CITY, any comments are to be addressed. On final submission, the following items shall be provided:

1. Two (2) sets of signed and sealed drawings (24 in. x 36 in.). If sent by mail or courier, the drawings shall be packaged in properly sized shipping tubes.

2. PDF and AutoCAD electronic files on CD or DVD. All proposed data must be crossed out and the computer generated As-Built data must be easily identified and put on AutoCAD layers other than those used by the Design Engineer, with the text "ASB" preceding the layer name. A bold or different font and line weight may be used. A sample of record data must be added to the legend and shown on each plan/profile sheet.

D. The electronic files submitted must be in PDF and AutoCAD 2010 or newer format. All digital files are to be copied on CD or DVD. All fonts and line types shall be from the standard AutoCAD library. Any attachments to drawings (i.e., XREFs, Images, CTB files, or any such attached files) shall be written to CD or DVD. Original layer states shall be saved in AutoCAD prior to making any changes to drawings using the Layer State Manager under the Layer Properties Manager dialog box. As a minimum requirement, electronic files must include all features that were shown on the approved construction plans.

E. When identified on the Schedule of Bid Items as a separate pay item, Record Drawings shall be paid for once the FINAL project Record Drawings have been submitted to and accepted by the CITY and CONSULTANT.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION - Not Used.

END OF SECTION

SECTION 01710 – CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Contractor shall execute cleaning, during progress of the Work and at completion of the Work.

1.02 DISPOSAL REQUIREMENTS

A. Contractor shall conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.

B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.

C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 DURING CONSTRUCTION

A. Execute daily cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations or personal activities.

B. Remove waste materials, debris and rubbish from the site as needed and dispose of at legal disposal areas away from the site.

C. Contractor shall coordinate and cooperate with the CITY for the routine collection of garbage, debris and recycle materials by assuring access to oversized vehicles. If access to the property owner pick-up points, Contractor shall gather the collection bins, stage them in a pick-up area and then return to the individual property owners after the garbage and/or recycle has been picked-up.

3.02 DUST CONTROL

A. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until paint is finished.

B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.03 FINAL CLEANING

A. Employ skilled workmen for final cleaning.

B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.

C. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas, to verify that the entire Work is clean.

END OF SECTION

SECTION 01720 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 IN-PROGRESS PROJECT RECORD DOCUMENTS

A. All dimensions and annotations that are noted below shall be included on the progress and final Record Drawings. Contractor shall maintain on site one (1) record copy for the Consultant of the following as it progresses:

1. Drawings:

a. Trench bottom elevations

b. Top of bedding (when imported bedding is required)

c. Pipe invert at each structure

d. Station and off-set measurements including grate elevations for structures.

e. GPS coordinates/notations

f. Mapping of all soil density test results (pass and fail)

2. Specifications

3. Addenda.

4. Change Orders and other modifications of the Contract.

5. Consultant's Field Orders or written instructions.

6. Approved Shop Drawings, Working Drawings and Samples.

7. Field Test records.

8. Maintenance of Traffic (MOT) Plans

9. Construction photographs.

B. Related Requirements Described Elsewhere:

1. Field Engineering: Section SC01050.

2. Shop Drawings, Working Drawings and Samples: Section SC01340.

3. Construction Photographs: Section SC01380.

4. Video and Photographic Site Survey: Section SC01390

1.02 RECORDING

A. Label each document "PROJECT RECORD" in neat large printed letters.

B. Record information concurrently with construction progress.

1. Do not conceal any work until required information is recorded.

C. Drawings: Legibly mark to record actual construction:

1. Depths of various elements of foundation in relation to finish first floor datum.

2. Location of existing internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.

3. Field changes of dimension and detail.

4. Changes made by Field Order or by Change Order.

5. Details not on original Contract Drawings.

6. Equipment and piping relocations.

D. Specifications and Addenda: Legibly mark each section to record:

1. Manufacturer, trade name, catalog number of Supplier of each product and item of equipment actually installed.

2. Product substitutions and alternates utilized.

3. Changes made by Field Order or by Change Order.

1.02 SUBMITTAL

A. At Contract closeout, deliver Record Documents to the Consultant for the CITY.

B. Accompany submittal with transmittal letter in duplicate, containing:

1. Date.

2. Project title and number.

3. Contractor’s name and address.

4. Title and number of each Record Document.

5. Signature of Contractor or his authorized representative.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01730 - OPERATING AND MAINTENANCE DATA

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Contractor shall compile product data and related information appropriate for CITY's maintenance and operation of products furnished under Contract.

a. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of Specifications.

2. Contractor shall instruct CITY's personnel in maintenance of products and in operation of equipment and systems.

B. Related Requirements Described Elsewhere:

1. Contract Closeout: Section SC01700

2. Project Record Documents: Section SC01720

1.02 QUALITY ASSURANCE

A. Preparation of data shall be done by personnel:

1. Trained and experienced in maintenance and operation of described products.

2. Familiar with requirements of the Section.

3. Skilled as technical writer to the extent required to communicate essential data.

4. Skilled as draftsman competent to prepare required drawings.

1.03 FORM OF SUBMITTALS

A. Prepare data in form of an instructional manual for use by CITY's personnel.

B. Format:

1. Size: 8-1/2 inches x 11 inches.

2. Paper: 20 pound minimum, white, for typed pages.

3. Text: Manufacturer's printed data, or neatly typewritten.

4. Drawings:

a. Provide reinforced punched binder tab, bind in with text.

b. Reduce larger drawings and fold to size of text pages but not larger than 14 inches x 17 inches.

5. Provide fly-leaf for each separate product, or each piece of operating equipment.

a. Provide typed description of projects and major component parts of equipment.

b. Provide identified tabs.

6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:

a. Title of Project.

b. Identity of separate structure as applicable.

c. Identity of general subject matter covered in the manual.

C. Binders:

1. Commercial quality three-post binders with durable and cleanable plastic covers.

2. Maximum post width: 2 inches.

3. When multiple binders are used, correlate the data into related consistent groups.

1.04 CONTENT OF MANUAL

A. Neatly typewritten table of contents for each volume, arranged in systematic order.

1. Contractor, name of responsible principal, address and telephone number.

2. A list of each project required to be included, indexed to content of the volume.

3. List, with each project, name, address and telephone number of:

a. Subcontractor or installer.

b. A list of each product required to be included, indexed to content of the volume.

c. Identify area of responsibility of each.

d. Local source of supply for parts

and replacement.

4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.

B. Product Data:

1. Include only those sheets which are pertinent to the specific product.

2. Annotate each sheet to:

a. Clearly identify specific product or part installed.

b. Clearly identify data applicable to installation.

c. Delete references to inapplicable information.

C. Drawings:

1. Supplement product data with drawings as necessary to clearly illustrate:

a. Relations of component parts of equipment and systems.

b. Control and flow diagrams.

2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.

3. Do not use Project Record Documents as maintenance drawings.

D. Written test, as required to supplement product data for the particular installation:

1. Organize in consistent format under separate headings for different procedures.

2. Provide logical sequence of instruction of each procedure.

E. Copy of each warranty, bond and service contract issued.

1. Provide information sheet for CITY's personnel, give:

a. Proper procedures in event of failure.

b. Instances which might affect validity of warranties or bonds.

1.05 MANUAL FOR MATERIALS AND FINISHES

A. Submit **six (6) copies** of complete manual in final form to the CITY through the CONSULTANT.

B. Content: for architectural products, applied materials and finishes:

1. Manufacturer's data, giving full information on products.

a. Catalog number, size, composition.

b. Color and texture designations.

c. Information required for reordering special manufacturing products.

2. Instructions for care and maintenance.

a. Manufacturer's recommendation for types of cleaning agents and methods.

b. Cautions against cleaning agents and methods which are detrimental to product.

c. Recommend schedule for cleaning and maintenance.

C. Content, for moisture protection and weather-exposed products:

1. Manufacturer's data, giving full information on products.

a. Applicable standards.

b. Chemical composition.

c. Details of installation.

2. Instructions for inspection, maintenance and repair.

D. Additional requirements for maintenance data: Respective sections of Specifications.

1.06 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Submit five (5) copies of complete manual in final form to the CITY through the CONSULTANT.

B. Content, for each unit of equipment and system, as appropriate:

1. Description of unit and component parts.

a. Function, normal operating characteristics, and limiting conditions.

b. Performance curves, engineering data and tests.

c. Complete nomenclature and commercial number of replaceable parts.

2. Operating procedures:

a. Start-up, break-in, routine and normal operating instructions.

b. Regulation, control, stopping, shut-down and emergency

instructions.

c. Summer and winter operating instructions.

d. Special operating instructions.

3. Maintenance procedures:

a. Routine operations.

b. Guide to "trouble-shooting".

c. Disassembly, repair and reassembly.

d. Alignment, adjusting and checking.

4. Servicing and lubrication required.

5. Manufacturer's printed operating and maintenance instructions.

6. Description of sequence of operation by control manufacturer.

7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.

a. Predicted life of parts subject to wear.

b. Items recommended to be stocked as spare parts.

8. As-installed control diagrams by controls manufacturer.

9. Each contractor's coordination drawings.

a. As-installed color coded piping diagrams.

10. Charts of valve tag numbers, with location and function of each valve.

11. List of original manufacturer's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage.

12. Other data as required under pertinent sections of specifications.

C. Content, for each electric and electronic systems, as appropriate:

1. Description of system and component parts.

a. Function, normal operating characteristics, and limiting conditions.

b. Performance curves, engineering data and tests.

c. Complete nomenclature and commercial number of replaceable parts.

2. Circuit directories and panelboards.

a. Electrical service

b. Controls

c. Communications

3. As installed color coded wiring diagrams.

4. Operating procedures:

a. Routine and normal operating instructions.

b. Sequences required.

c. Special operating instructions.

5. Maintenance procedures:

a. Routine operations.

b. Guide to "trouble-shooting".

c. Disassembly, repair and reassembly.

6. Manufacturer's printed operating and maintenance instructions.

7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.

8. Other data as required under pertinent sections of specifications.

D. Prepare and include additional data when the need for such data becomes apparent during instruction of CITY's personnel.

E. Additional requirements for operating and maintenance data: Respective sections of Specifications.

1.07 SUBMITTAL SCHEDULE

A. Submit two (2) copies of completed data in final form to the CITY through the CONSULTANT no later than thirty (30) days following the Consultant's review of the last shop drawing and/or other submittal specified under Section SC01340.

1. One copy will be returned with comments to be incorporated into final copies.

B. Submit **six (6) copies** of approved manual in final form directly to the offices of the Consultant, within thirty (30) calendar days of product shipment to the project site and preferably within 30 days after the reviewed copy is received.

C. Append six (6) copies of addendum to the operation and maintenance manuals as applicable and certificates as specified within thirty (30) days after final inspection and plant start-up test.

1.08 INSTRUCTION OF CITY'S PERSONNEL

A. Fully instruct CITY’s designated operating and maintenance personnel in operation, adjustment and maintenance of products, equipment and systems.

B. Review operating and maintenance manual with CITY’s operating and maintenance personnel in full detail to explain all aspects of operations and maintenance.

C. A list shall be provided to the CITY detailing the date, time and attendees of all training sessions.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01740 - WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Contractor shall compile specified warranties and bonds, as in Article 5 and 13 of the General Conditions and as specified in these Specifications.

B. Related Work Described Elsewhere:

1. General Conditions: Articles 5 and 13

2. Contract Closeout: Section SC01700.

1.02 SUBMITTAL REQUIREMENTS

A. Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: Two (2) each.

C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product of work item.

2. Firm, with name of principal, address and telephone number.

3. Scope.

4. Date of beginning of warranty, bond or service and maintenance contract.

5. Duration of warranty, bond or service maintenance contract.

6. Provide information for CITY's personnel:

a. Proper procedure in case of failure.

b. Instances which might affect the validity of warranty or bond.

7. Contractor, name of responsible principal, address and telephone number.

1.03 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size 8-1/2 inches by 11 inches, punch sheets for standard three (3) post binder.

a. Fold larger sheets to fit into binders.

2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS". List:

a. Title of Project.

b. Name of Contractor.

C. Binders: Commercial quality, three (3) post binder, with durable and cleanable plastic covers and maximum post width of two (2) inches.

1.04 WARRANTY SUBMITTALS REQUIREMENTS

A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the CITY.

B. The Contractor shall be responsible for obtaining certificates for equipment warranty for all major equipment specified under technical specifications for Divisions 11: Equipment; 13: Special Construction; 15: Mechanical; and 16: Electrical and which has at least a 1 hp motor or which lists for more than $1,000. The Consultant reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.

C. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the start of the Correction Period, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one (1) year warranty.

D. The CITY shall incur no labor or equipment cost during the guarantee period.

E. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate

equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01800 - MISCELLANEOUS WORK AND CLEANUP

1 PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. This Section includes operations which cannot be specified in detail as separate items but can be sufficiently described as to the kind and extent to work involved. The Contractor shall furnish all labor, materials, equipment and incidentals to complete the work under this Section.

2. The work of this Section includes, but is not limited to, the following:

a. Restoring of driveways and fences.

b. Cleaning up.

c. Incidental work.

2 PART 2 - PRODUCTS

2.01 MATERIALS

A. Materials required for this Section shall be of the same quality as materials that are to be restored. Where possible, the Contractor shall reuse existing materials that are removed and then replaced.

3 PART 3 - EXECUTION

3.01 RESTORING OF DRIVEWAYS AND FENCES

A. Existing public and private driveways disturbed by the Contractor shall be replaced. Paved drives shall be repaved to the limits and thickness existing prior to construction. Gravel drives shall be replaced and regraded.

B. The Contractor shall remove, store and replace existing fences during construction. Only the sections directed by the Consultant shall be removed. If any section of fence is damaged due to the Contractor's negligence, it shall be replaced with fencing equal to or better than that damaged, and the work shall be satisfactory to the Consultant.

3.02 CLEAN UP

A. The Contractor shall remove all construction material, buildings, equipment and other debris remaining on the job as the result of construction operations and shall render the site of the work in a neat and orderly condition.

3.03 INCIDENTAL WORK

A. Do all incidental work not otherwise specified, but obviously necessary for the proper completion of the contract as specified and as shown on the Drawings.

END OF SECTION

TECHNICAL SPECIFICATIONS

NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS

BID #007-2821-19/TP

UTILITIES DEPARTMENT

TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

PROJECT NAME: NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS

SECTION	DESCRIPTION	PAGES
DIVISION 2 - 02000 SITE CONSTRUCTION		
02082	Public Manholes and Structures	9
02230	Site Clearing	3
02300	Earthwork	8
02320	Trenching and Excavation	13
02322	Dewatering and Drainage...	8
02324	Backfill	11
02447	Jack and Bore	6
02630	Storm Drainage	10
02740	Subgrade, Base Course and Asphalt	11
02925	Sodding	8
02960	Restoration of Surface Improvements	3

SECTION 02082

PUBLIC MANHOLES AND STRUCTURES

****

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition where applicable) as reference documents. It is the intent of the Utilities Department that this technical specification (02082) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 400 - Concrete Structures
- Section 415 - Reinforcing Steel
- Section 416 – Installing Adhesive-Bonded Anchors and Dowels for Structural Applications
- Section 417 - Epoxy Coating of Reinforcing Welded Wire Fabric
- Section 425 - Inlets, Manholes, and Junction Boxes

In the event that this technical specification (02082) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

****

1 PART 1 GENERAL

1.1 SECTION INCLUDES

A. Modular precast concrete manhole and inlet sections with tongue-and-groove joints, risers, transition to lid, frames, covers, anchorage, and accessories.

1.2 RELATED SECTIONS

A. Section SC01025 - Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 – Quality Requirements

D. Section SC01700 – Contract Closeout

E. Section 02060 – Aggregate Materials

F. Section 02320 – Trenching and Excavation

G. Section 02322 – Dewatering and Drainage

H. Section 02324 – Backfill

I. Section 02513 – Public Water & Reclaimed Water Distribution Systems

J. Section 02536 – Force Mains

K. Section 02538 - Sanitary Sewer System

L. Section 02630 – Storm Drainage

M. Section 02740 – Subgrade, Base Course and Asphalt

1.3 REFERENCES

Not Used.

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Refer to Section SC01025 – MEASUREMENT AND PAYMENT

The replacement of existing irrigation (public or private) in the Public ROW as the result of public manholes and structures installation is NOT a pay item. Replacement of existing ROW irrigation (to match existing quality, quantity and size) shall be incidental to the Unit Price of the pipeline, structure or swale development.

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

A. Shop Drawings: Indicate location and size of reinforcing steel, manhole locations, inlet locations, elevations, piping, conduit, and any weir control structures, sizes and elevations of penetrations for the following:

1. Precast Manhole (including reinforcing and joint), including Frame and Cover and all brickwork.

2. Precast Structure / Inlet (including reinforcing and joint) including Frame and Cover / Grate (all grates for storm water inlets shall be reticuline with a traffic rating of H-20) and all brickwork.

3. Precast Junction Box and conflict structure (including reinforcing and joint), including Frame and Cover and all brickwork.

1.6 PROJECT RECORD DOCUMENTS

A. Refer to Section SC01700 CONTRACT CLOSEOUT for additional requirements.

B. Refer to Section SC01720 PROJECT RECORD DOCUMENTS for additional requirements.

1.7 DELIVERY, STORAGE AND HANDLING

A. Comply with precast concrete manufacturer's instructions for unloading, storing and moving precast manholes and drainage structures. Cracks or broken ends due to improper handling will not be acceptable. Lift holes will not be allowed.

B. Store precast concrete manholes and drainage structures to prevent damage to Owner's property or other public or private property. Repair property damaged from materials storage.

C. Mark each precast structure by indentation or waterproof paint showing date of manufacture, manufacturer, and identifying symbols and numbers shown on Drawings to indicate its intended use.

2 PART 2 PRODUCTS

2.1 MANHOLES (SANITARY)

A. Materials

1. Concrete: 4,000 psi

2. Reinforcement:

a. All reinforcement shall be A.S.T.M A615, Grade 60 or 65 ksi welded wire fabric, either smooth or deformed.

b. Except when ACI hooks are specifically required, reinforcement top and slab shall be straight embedment.

c. All steel bars shall have 1-1/2" minimum cover unless otherwise shown except for precast circular units manufactured under ASTM C-76 or ASTM C-478. Horizontal steel in rectangular structures shall be lapped a minimum of 24 bar diameters at corners.

3. Flexible Gasket: Ram Neck Seal

4. Sanitary Sewer Manhole Coatings:

   a. Interior Coating: Manhole interior protection shall consist of the following approved processes: ThoRoc, Mainstay, Sewpercoat, Strong Seal or Refratta HAC 100 coating applied in the field.

   b. Exterior Coating: CARBOLINE (Koppers) Bitumastic 300M Outside Structure: 1st coat gray or red, 2nd coat black.

5. Manhole Brick: ASTM C32-73 (3-hole) and shall be sound, hard and uniformly burned brick, regular and uniform in shape and size, of compact texture, and satisfactory to the Engineer. Brick shall comply with the ASTM Standard Specification for Sewer and Manhole Brick (made from clay or shale). Grade SS brick shall be used for paved inverts and shelves, and grade MS shall be used for walls.

6. Masonry Mortar: ASTM C270-82, Type M - Type II Cement.

7. Manhole Frame and Cover: Traffic rated, conforming to U.S. Foundry No. 230-AB-MC, or equal.

8. Manhole frames and covers shall be the Utility Department Standard as shown on the project construction drawings and of such quality and composition as will make the metal of the casing strong and tough and of even grain. They shall be smooth, free from scale, lumps, blisters and sand holes. No plugging or filling will be allowed. The words "SANITARY SEWER" shall be cast in the cover so as to be plainly visible. Frames and covers shall have a protective coating of black paint. All covers shall have a non-penetrating or concealed type pick hole.

B. Construction

1. Manholes shall be constructed of precast reinforced concrete. Reinforcing for the base section and top shall be as shown on the drawings. Reinforcing for the wall sections shall be as specified in ASTM C478 and shall extend into the tongue and groove of the joints. There shall be a #4 continuous rebar hoop around openings. The base shall be monolithic with the first wall section using a water stop between base and first wall section. Adjustable riser rings are preferred for all manholes.

2. Water stop shall be manhole manufacturer's standard. If the manufacturer does not have a standard, use a 4-inch wide, #10 gauge steel sheet, welded continuous through the joint.

3. Joints shall be tongue and groove suitable for flexible Ram Neck seal gasket.

4. Lifting hooks shall be used throughout. Lift holes will not be allowed.

5. Components of the manhole shall be free of fractures, cracks, and undue roughness. Concrete shall be free of defects that indicate improper mixing or placing, and surface defects such as honeycomb or spalling. The Owner reserves the right to inspect manholes at the factory.

2.2 INLETS, JUNCTION BOXES, MANHOLES (STORM)

A. Materials

1. Concrete: 4,000 psi.

2. Reinforcement: As stated above.

3. Sizing

a. Standard structure bottoms 4'-0" diameter and smaller (Alt. A) and 3'-6" square (Alt. B) are designated Type P. Larger standard structure bottoms are designated Type J. Adjustable riser rings are preferred for all structures.

b. Walls of circular structures (Alt. A) constructed in place may be of non-reinforced concrete or brick or reinforced concrete. Precast and rectangular structures (Alt. B) shall be constructed of reinforced concrete only.

c. Wall thickness and reinforcement are for either reinforced cast-in-place or precast concrete units except that precast circular units may be furnished with walls in accordance with either ASTM C-478 (up to 96" diameter) or ASTM C-76 Class III B Wall, modified where the elliptical steel cage area is placed in the center one-third of the wall.

d. Top and floor slab thickness and re-enforcement are precast and cast-in-place construction. Top and floor slabs shall be of Class II concrete. Concrete as specified in ASTM C-478 (4,000 psi) may be used in lieu of Class I and Class II concrete in precast items manufactured in plants which are under the 'Standard Operating Procedures' for the inspection of precast drainage products.

e. Structure bottoms may be used in conjunction with curb inlet tops Types 1,2,3,4,5,6,9, and 10, and any manhole or junction box unless otherwise shown in the plans or other standard drawings. Alt. B structure bottoms may be used in conjunction with curb inlet Types 7 & 8, or any ditch bottom inlet unless otherwise shown in the plans or other standard drawings.

f. Rectangular structures may be rotated as directed by the Engineer in order to facilitate connections between the structure walls and storm sewer pipes.

g. The corner fillets shown are necessary for rectangular structures used with circular risers and inlet throats and used on skew with rectangular risers, inlet and inlet throats. Fillets will be required in lieu of the bottom slab of the Alt. B riser when

used with the Alt. A box. Each fillet shall be reinforced with 2- #5 bars.

4. Frames, Covers and Grates:

a. All grates for storm water inlets shall be reticuline with a traffic rating of H-20 as shown on FDOT Standard Index No.232.

b. Inlet throats, riser or manhole tops shall be secured to structures as shown on FDOT Standard Index No. 201.

c. For manhole and junction box tops for frames and covers, and for supplementary details, see same FDOT Standard Index No. 201.

3 PART 3 EXECUTION

3.1 FIELD QUALITY CONTROL

A. Field inspection will be performed under provisions of Section SC01400 QUALITY REQUIREMENTS.

3.2 EXAMINATION

A. Verify items provided by other sections of Work are properly sized and located.

B. Verify that the Project is ready to receive the structures.

C. Verify excavation for manholes is correct.

3.3 REPARATION

A. Coordinate placement of inlet and outlet pipe or duct sleeves required by other sections.

3.4 MANHOLE INSTALLATION (WASTEWATER)

A. Trenches and excavations shall be kept dry while work is in progress. Excavations for manholes and other structures shall be over-excavated and plastic filter fabric (Geotextile), of a sufficient size to envelope the rock support bed shall be placed in the bottom of the excavation, then place a 12 inch thick (or as specified on the project construction drawings)rock

support bed of FDOT 57 rock and then install the structure.

The manhole invert shall be carefully shaped to conform to the pipe flowchannel. Flowchannels within the manholes involving changes of direction or slide slopes shall smoothly direct the flow in accordance with detail drawings. All concrete irregularities shall be plastered with cement mortar in such a manner as to give neat and watertight job. Manholes shall be core-drilled to provide pipe opening when precast hole is not available.

B. "Ram-nek" or equivalent shall be used at all riser joints. Structures with any leakage will not be accepted.

3.5 INSTALLATION OF PIPE INTO MANHOLE (WASTEWATER)

A. Trenches and excavations shall be kept dry while work is in progress. All pipe penetrations shall be supplied with NPC KOR-N-SEAL flexible pipe-to-manhole connector. Base slab and wall thickness for precast manholes shall be as shown on the detail drawings. Invert shall be constructed as shown on the detail drawings. Steep slopes outside the invert channels shall be avoided. Changes in size and grade shall be made gradually and evenly. Changes in the direction of the sewer and entering branch or branches shall have a true curve; of as large a radius as the size of the manhole will permit. Manhole inverts may be constructed prior to installation by grouting pipe in place with cement mortar and approved joint mix.

3.6 INLET / STRUCTURE INSTALLATION (STORMWATER)

A. Trenches and excavations shall be kept dry while work is in progress. Appurtenance shall be set to the pipe grade firm and plumb in the location(s) shown on the project construction drawings. Excavations for inlets and other stormwater structures shall be over-excavated and plastic filter fabric (Geotextile), of a sufficient size to envelope the rock support bed shall be placed in the bottom of the excavation, then place a 12 inch thick rock support bed of FDOT 57 rock and then install the structure. Joints shall be cleaned, primed and the required gasket or sealant applied as recommended by the manufacturer. Voids remaining in the joint shall be caulked with

anhydrous cement grout on both the inside and outside to make a smooth watertight seal.

3.7 INSTALLATION OF CONDUIT INTO INLET / STRUCTURE

A. Trenches and excavations shall be kept dry while work is in progress. The diameter for the pipe opening in the structure shall be 6 inches larger than the outside diameter of the pipe. Pipe shall penetrate the inside wall of the inlet/structure a minimum of 2-inchs and a maximum of 4-inches. After pipe is set, the space between the pipe and inlet/structure wall shall be filled with 3-holes brick and hydraulic cement or sealed in accordance with the project construction drawings. Refer to Section 02538 SANITARY SEWER SYSTEM and 02630 STORM DRAINAGE for discipline specific requirements. Base slab and wall thickness for precast structures shall be as shown on the detail drawings. Slopes within the inlet / structure bottom shall be avoided.

B. If inlet / structure contains a weir of other water elevation control structure, the weir wall shall incorporate the bleed down orifice with the opening bottom set at the normal control elevation. The top of the weir wall shall be set at the design elevation that shall be between 6" and 12" below the bottom of the structure top slab or inlet grate.

3.8 FRAMES AND COVERS

A. The manhole, inlet and structure frames and covers shall be set firmly in mortar so that the top of cover will be flush with the finished grade in paved areas (following the cross slope / slope of roadways and/or driveways) and 1-inch above the finished grade in unpaved areas, unless shown otherwise on the project construction drawings.

END OF SECTION

SECTION 02230

SITE CLEARING

****
The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02230) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 110 - Clearing and Grubbing

In the event that this technical specification (02230) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.
****

1 PART 1 GENERAL

1.1 SECTION INCLUDES

A. Clearing

B. Removal

C. Topsoil Excavation

1.2 RELATED SECTIONS

A. Section 02221 - Building Demolition

B. Section 02300 - Earthwork

1.3 REFERENCES

Not Used.

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Site Clearing: By the acre. Includes clearing site, loading and removing waste materials from site, applying herbicide to designated plant life.

1.5 SUBMITTALS

Not Used.

1.6 REGULATORY REQUIREMENTS

A. Conform to city code for environmental requirements, disposal of debris, and grading of site.

B. Coordinate clearing Work with Utility Department and other utility companies.

2 PART 2 PRODUCTS

Not used.

3 PART 3 EXECUTION

3.1 PREPARATION

A. Verify that existing plant life designated to remain is tagged or identified.

B. Identify a waste area for placing removed materials.

3.2 PROTECTION

A. Locate, identify, and protect utilities that remain, from damage.

B. Protect trees, plant growth, and features designated to remain, as final landscaping.

C. Protect benchmarks, survey control points, and existing structures from damage or displacement.

3.3 CLEARING

A. Clear areas required for access to site and execution of Work.

B. Remove trees and shrubs within marked areas. Remove stumps, main root ball, system to a depth of twenty-four (24) inches, surface rock, and other features not included in the final site plan designated "to remain".

C. Clear undergrowth and dead wood, without disturbing subsoil.

D. Apply herbicide to remaining stumps to inhibit growth.

3.4 REMOVAL

A. Remove debris, rock, and extracted plant life from site.

B. Remove paving, curbs, and concrete slabs not designated "to remain".

3.5 TOPSOIL EXCAVATION

A. Excavate topsoil from areas to be further excavated, re-landscaped, or re-graded, without mixing with foreign materials.

B. Do not excavate wet topsoil.

C. Stockpile in area designated on site to depth not exceeding 8 feet and protect from erosion.

D. Remove excess topsoil not intended for reuse, from site.

END OF SECTION

SECTION 02300

EARTHWORK

****
The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02300) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 110 - Clearing and Grubbing
- Section 120 - Excavation and Embankment

In the event that this technical specification (02300) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.
****

1 PART 1 GENERAL

1.1 SECTION INCLUDES

A. Soil Materials

B. Execution

C. Examination

D. Preparation

E. Project Conditions

F. Excavation

G. Placement and Compaction

H. Frequency of Tests

I. Finish / Final Grading

J. Protection of Finished Work

K. Layout and As-Built Survey

1.2 RELATED SECTIONS

A. Section SC01010 – Summary of Project

B. Section SC01025 - Measurement and Payment

C. Section SC01400 - Quality Requirements

D. Section SC01700 – Contract Closeout

1.3 REFERENCES

A. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in) Drop.

B. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand-Cone Method.

C. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft3 (2,700 kN-m/m3)).

D. ASTM D2922 - Standard Test Method for Density of Soil and Soil Aggregate in Place by Nuclear Methods (Shallow Depth).

E. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Refer to Section SC01025 - MEASUREMENT AND PAYMENT

Material that is excavated for the purpose of installing water mains and service connections, force mains, sanitary sewers and laterals or storm drainage piping and their associated public manholes and structures and then reused as bedding and/or backfill material are not subject to this UNIT PRICE - MEASUREMENT AND PAYMENT provision. This backfill material shall be considered as incidental to the item installation.

1.5 SUBMITTALS

A. As specified in Part 2 below.

2 PART 2 PRODUCTS

2.1 SOIL MATERIALS

A. All fill material shall be approved by the Project Manager and Engineer. Contractor shall notify the

Project Manager and Engineer 1 week in advance of providing imported material, shall provide a 1 cubic yard sample and the results of a signed and sealed proctor test for the material.

B. Satisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups GW, GP, GM, SM, SW, and SP.

C. Unsatisfactory soil materials are defined as those complying with ASTM D2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT.

D. Coarse Aggregate shall conform to FDOT Specification 901 with the exception that slag or crushed slag shall not be used. Stone size shall be No. 57.

E. Fine Aggregate shall conform to FDOT Specification 902.

F. Subbase, Backfill, and Fill Materials:

Satisfactory
soil materials free of clay, debris, waste, vegetation, rock or gravel larger than 2 inches in any dimension, and other deleterious matter.

2.2 ACCESSORIES

A. Geotextile Fabric: Non-biodegradable, woven per FDOT specification Section 514.

3 PART 3 EXECUTION

3.1 FIELD QA/QC

A. Verify that survey benchmark and intended elevations for the Work are as indicated.

3.2 PREPARATION

A. Identify required lines, levels, contours, and datum.

B. Locate, identify (stake and flag), and protect utilities that remain, from damage.

C. Notify utility owner to remove and/or relocate utilities if required and not part of the project.

D. Protect bench marks, survey control point, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

3.3 PROJECT CONDITIONS

A. Site Information: Subsurface soil investigation report (if performed) will be made available for review. Data on indicated subsurface conditions is not intended as representative or a warranty of accuracy or continuity between soil borings. It is expressly understood that Owner will not be responsible for interpretations or conclusions drawn there from by Contractor. Data is made available only for convenience of Contractor.

Additional test borings and other exploratory operations may be performed by Contractor, at the Contractor's option; however, no change in the Contract Sum will be authorized for such additional exploration.

B. Existing Utilities: Locate existing underground utilities in areas of excavation work. If utilities are indicated to remain in place, provide adequate means of support and protection during earthwork operations.

Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult with Project Manager and utility owner (ex. Bell South, FPL, FPUC, Comcast) or Sunshine State One Call immediately for directions.

Uncharted or incorrectly charted underground utilities that are discovered during construction shall be incorporated into the project As-Builts with vertical and horizontal coordinates.

Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

Do not interrupt existing utility services except when permitted in writing by Project Manager and then only after acceptable temporary utility services have been provided.

C. Use of Explosives: Use of explosives is not permitted.

D. Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights.

Operate warning lights as recommended by authorities having jurisdiction.

Protect structures, utilities, sidewalks, pavements,

and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

Perform excavation by hand within drip line of large trees to remain. Protect root systems from damage or dry out to the greatest extent possible. Maintain moist condition for root system and cover exposed roots with moistened burlap.

3.4 EXCAVATION

A. Excavation is unclassified and includes excavation to subgrade elevation indicated, regardless of character of materials and obstructions encountered.

3.5 PLACEMENT AND COMPACTION

A. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum density, in accordance with AASHTO T-180 specifications or ASTM D1557:

Structures, (10' outside building lines) Building Slabs and Steps: Compact top 24 inches of subgrade and each layer of backfill or fill material to 98% of the modified proctor maximum dry density.

Pavements: Compact top 12" of subgrade and each layer of backfill or fill material to 98% of the modified proctor maximum dry density.

Lawn or Unpaved Areas: Compact top 6 inches of subgrade and each layer of backfill or fill material to 95% of the modified proctor maximum dry density.

Walkways: Compact top 6 inches of subgrade and each layer of backfill or fill material to 95% of the modified proctor maximum dry density.

3.6 FREQUENCY OF TESTS

A. Berms: Every 200 feet per lift.

B. Swales: For areas that have been built-up and a swale cut-in every 200 feet; otherwise, density testing of swales cut-in to existing ground does not require density testing.

C. Proof roll compacted fill surfaces under slabs-on-grade, pavers, paving, and other appurtenances as

required.

D. The Contractor is to “map” all density test results on the Record Drawings on each day when field tests are performed. Contractor’s testing laboratory shall leave a copy of the day’s density testing results on site.

E. Contractor is to instruct their Testing Lab to copy the Project Manager on all Test Reports.

3.7 FINAL AND FINISH GRADING

A. Final grading shall be performed and the grades shaped to match existing. Except as otherwise indicated or specified, finish grades shall be flush with the edges of existing paving, etc. Excess materials not utilized for final and finish grading shall be removed from the site and disposed of off site at suitable and appropriate disposal areas.

B. Upon project completion all areas of the site limits and adjacent areas affected by the project shall be completely cleaned of all debris.

3.8 PROTECTION OF FINISHED WORK

A. Reshape and re-compact fills subjected to vehicular traffic.

B. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.

C. Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn, or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.9 LAYOUT AND "AS BUILT" SURVEY

A. Tolerances:

1. Top surface of backfill for site clearing and general earthwork shall be plus or minus 0.10 foot from required elevations.

2. Top surface of berms or other stormwater containment earthworks shall be plus 0.10, minus 0.00 foot of the required elevations.

B. Layout for all construction improvements, paved and surface areas and other appurtenances to be constructed shall be performed by Contractor in strict accordance with drawings and work performed shall ensure true lines, angles, and elevations. All angles, lines, grades, and elevations shall be thoroughly checked by Contractor.

C. Upon completion of placement of construction improvement, paved and surfaced areas, the Contractor shall provide Owner and Engineer with a complete and accurate "As-Built" Survey. A surveyor registered in State of Florida shall perform “As-Built” Survey. "As-Built" Survey shall indicate exact horizontal and vertical location (relative to property lines and N.G.V.D.) of buildings, concrete and asphalt surfaces and all drainage features including lakes, detention areas, berms, embankments, and swales. All of the spot elevations shown on the paving and drainage plans shall be measured and the individual "As-Built" grades shall be included on the "As-Built" Survey.

D. Additionally, where grading between any two elevations on the plan has not been constructed at a uniform slope, then sufficient "As-Built" information shall be included to provide a true representation of the constructed grading conditions. In addition to the information outlined above, the "As-Built" Survey shall include cross section elevations at 50-foot stations of all swales, lakes, roadways and drainage retention area (including banks, berms, bottom and transitions) constructed or improved. All elevations shown on the "As-Built" Survey shall be accurate to the nearest hundredth of a foot.

END OF SECTION

SECTION 02320

TRENCHING AND EXCAVATION

****
The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02320) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 120 - Excavating and Embankment
- Section 125 - Excavation for Structures and Pipe
- Section 160 - Stabilizing
- Section 514 - Plastic Filter Fabric (Geotextile)

In the event that this technical specification (02320) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.
****

1 PART 1 GENERAL

1.1 SECTION INCLUDES

A. Definitions

B. Field Measurements

C. Fill Materials

D. Preparation

E. Dewatering and Drainage

F. Excavation

G. OSHA Safety Compliance

H. Field Quality Control

I. Pavement Removal and Replacement

1.2 RELATED SECTIONS

A. Section SC01010 – Summary of Project

B. Section SC01025 - Measurement and Payment

C. Section SC01400 - Quality Requirements

D. Section 02300 – Earthwork

E. Section 02322 – Dewatering and Drainage

F. Section 02324 - Backfill

G. Section 02740 – Subgrade, Base Course and Asphalt

1.3 REFERENCES

A. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in) Drop

B. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates

C. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand-Cone Method

D. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort [6,000 ft-lbf/ft3 (2,700 kN-m/m3)]

E. ASTM D2321 – Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications

F. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)

G. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Unit pricing will only be considered for special trenching requirements not associated with utility installations. If required and as approved by Project

Manager, a Change Order will be issued to authorize payment to the Contractor for special trenching.

1.5 SUBMITTALS

Not used.

1.6 DEFINITIONS

A. Excavation consists of removal of material encountered to subgrade elevations indicated and subsequent disposal or reuse of materials removed.

B. Additional Excavation: If the Engineer believes that the existing soil at subgrade will not support the planned construction, the Engineer may order additional excavation and replacement of the unsuitable material with select material.

C. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be at Contractor's expense.

Under footings, foundation bases, or retaining walls, fill unauthorized excavation by extending indicated bottom elevation of footing or base to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position, when acceptable to Engineer.

In locations other than those above, backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Engineer.

D. Subgrade: The undisturbed earth or the compacted soil layer immediately below granular subbase, drainage fill, or topsoil materials.

E. Structure: Buildings, foundations, slabs, tanks, curbs, or other man-made stationary features occurring above or below ground surface.

F. Utility: Any buried pipe, duct, conduit, cable or structure.

1.7 FIELD MEASUREMENTS

A. Verify that survey benchmark, control points, and intended elevations for the Work are as shown on drawings.

2 PART 2 PRODUCTS

2.1 FILL MATERIALS

A. Coarse Aggregate shall conform to FDOT Specification 901 with the exception that slag or crushed slag shall not be used. Stone size shall be No. 57.

B. Fine Aggregate Type FDOT Specification for Road and Bridge Construction Section 902

C. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System) shall be used in the identification, classification and acceptance of fill materials.

2.2 Concrete: Lean concrete Class 1 conforming to Section 03300 CAST-IN-PLACE CONCRETE with a compressive strength of 2,500 psi, unless otherwise noted on the construction plans.

2.3 ACCESSORIES

A. Geotextile Fabric: Non-biodegradable, woven per FDOT specification Section 514.

3 PART 3 EXECUTION

3.1 PROJECT CONDITIONS

A. Site Information: Subsurface soils investigation report (if performed) has been included in the project bid package for information only. Data on indicated subsurface conditions is not intended as representative or a warranty of accuracy or continuity between soil borings. It is expressly understood that Owner will not be responsible for interpretations or conclusions drawn by Contractor from the soils investigation report. Data is made available only for convenience of Contractor.
Additional test borings and other exploratory operations may be performed by Contractor, at the

Contractor's option; however, no change in the Contract Sum will be authorized for such additional exploration.

B. Existing Utilities: Locate existing underground utilities in areas of excavation work. If utilities are indicated to remain in place, provide adequate means of support and protection during earthwork operations.

Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult with Project Manager and utility owner (ex. Bell South, FPL, FPUC, Comcast) or Sunshine State One Call immediately for directions.

Uncharted or incorrectly charted underground utilities that are discovered during construction shall be incorporated into the project Record Drawings with vertical and horizontal coordinates.

Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

Do not interrupt existing utility services except when permitted in writing by Project Manager and then only after acceptable temporary utility services have been provided.

C. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

D. Use of explosives is not permitted.

3.2 PREPARATION

A. Identify required lines, levels, contours, and datum locations.

B. Protect plant life, lawns, rock outcropping and other features remaining as a portion of final landscaping.

C. Protect benchmarks, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

D. Maintain and protect above and below grade utilities that are to remain.

E. Cut out soft areas of subgrade not capable of compaction in place. Backfill with approved materials as specified in Part 2 above.

F. Dewatering, when and where required due to the groundwater elevation relative to the bottom of the excavation or subgrade (in the case of roadway construction) shall be performed in accordance with Section 02322 DEWATERING AND DRAINAGE.

3.3 EXCAVATION

A. Prior to commencement of trenching and/or excavation, the Contractor shall physically locate all underground utilities as shown on the project construction drawings or as marked by Sunshine One Call or the underground utility Owners. This information shall be provided to the Project Manager prior to trenching and excavation.

B. Perform all excavation to depths indicated or as specified. During excavation, pile material suitable for backfilling in an orderly manner a sufficient distance from banks of trench to avoid overloading and to prevent slides or cave-ins. Unsuitable backfill material shall be identified and segregated from suitable backfill material and shall be removed from the project site by the Contractor at no expense to the Owner.

C. The bottom of the excavations shall be firm and dry and in all respects acceptable to the Project Manager and Engineer.

D. Excavation and dewatering shall be accomplished by methods which preserve the undisturbed state of subgrade soils. The trench may be excavated by machinery to, or just below the designated subgrade, provided that material remaining in the bottom of the trench is no more than slightly disturbed. Subgrade soils which become soft, loose, "quick", or otherwise unsatisfactory as a result of inadequate excavation, dewatering or other construction methods shall be removed and replaced by screened gravel fill as required by the Project Manager and Engineer at the Contractor's expense.

E. The length of open trench shall be related closely to the rate of pipe lay. Accurately grade bottom of excavations to provide uniform bearing and support for

the item being installed on undisturbed soil at every point along its entire load bearing sections, except for portions of pipe sections where it is necessary to excavate for bell holes and for proper sealing of pipe joints.

F. Where pipe is to be laid directly on the trench bottom, final excavation at the bottom of the trench shall be performed manually, providing a flat bottom true to grade upon undisturbed or slightly disturbed material.

G. Grade area to prevent surface water from flowing into trenches or other excavations, and remove any water accumulating therein by pumping or by other approved methods.

H. Correct areas over excavated in accordance with Section 02300 EARTHWORK or Section 02324 BACKFILL.

I. Where encountered in trench bed, rock shall be excavated to a depth of 1/4 of the pipe diameter below the bottom of the pipe but in no case less than 4 inches. All undercut excavations shall be backfilled and tamped with materials as specified in accordance with Section 02300 EARTHWORK or Section 02324 BACKFILL.

J. Dig bell holes and depressions for joints after trench bottom has been graded and only of such length, depth, and width as required for properly making particular type of joint, so that pipe rests on prepared bottom for as nearly to its full length as practicable.

K. Were wet or unstable soil that is incapable of properly supporting pipe, as determined by Project Manager and Engineer, is encountered in the bottom of trench, the trench bottom shall be excavated to a depth of at least two feet below the specified trench bottom. Place filter fabric in the bottom of the trench and support the filter fabric along the trench walls until the trench stabilization has been placed to the proper grade. The ends of the filter fabric shall be overlapped prior to placing the pipe.

L. For Public Water Distribution Systems, Force Mains, Sanitary Sewers and Storm Drainage: Provide width of trench, at and below top of the pipe, with a clear space between barrel of pipe and trench wall as required by the pipe manufacturer recommendations. As a minimum, the distance between the pipe barrel and the trench wall shall not be less than 24-inches on both

sides. This spacing does not apply to exfiltration trenches and the exfiltration trench width shall be as shown on the project construction drawings. The pipe shall rest firmly on undisturbed soil or pipe bedding material for as nearly to the full length of barrel as proper jointing operations will permit.

M. Electrical Ducts or Cables: Provide trenches for cables or duct of a depth that will provide not less than 2 feet of cover below finished grade. Cut trenches for cables to an over depth of not less than 3 inches. Use select backfill material for not less than 3 inches bedding and 3 inches backfill over cable.

N. Excavation for Appurtenances: Make sufficient excavation for manholes and similar structures to leave at least 18-inches of clearance between their outer surfaces and embankment or timber which may be used to hold and protect banks. Consider any over depth excavation below such appurtenances that has not been directed by Project Manager or Engineer as unauthorized and fill with sand, gravel, or concrete as directed by the Project Manager or Engineer and at expense of Contractor.

O. Do not interfere with 45° bearing splay of foundations.

P. Excavations shall not be left open overnight.

3.4 DISPOSAL OF MATERIALS

A. Excavated material shall be stacked without excessive surcharge on the trench bank or obstructing free access to hydrants and gate valves. Inconvenience to traffic and adjacent property owners/users shall be avoided as much as possible. Excavated material shall be segregated for use in backfilling as specified below.

B. It is expressly understood that no excavated material shall be removed from the site of the work or disposed of, except as directed by the Project Manager and Engineer. When removal of surplus materials has been approved by the Project Manager and Engineer, dispose of such surplus material in approved designated areas.

C. Should conditions make it impracticable or unsafe to stack material adjacent to the trench, the material shall be hauled and stored at a location provided. When required, it shall be re-handled and used in backfilling the trench.

3.5 OSHA SAFETY COMPLIANCE

A. Description: The use of trench box or other approved means to comply with the Florida Trench Safety Act (Chapter 90-96, Laws of Florida), and OSHA Trench Safety Standards, shall be used where excavation exceeds 5 feet in depth. CS/HB 3183 called for the OSHA revised excavation safety standards (29 C.F.R. S 1926.650, Subpart P) to be the safety standards for work under this section.

B. Requirements: The Contract bid submitted by the Contractor who will perform such excavation shall include:

1. A reference to the trench safety standards that will be in effect during the period of construction.

2. Written assurance that such Contractor will comply with the applicable trench safety standards.

3. A unit price quotation on the appropriate line item identifying the cost of compliance (as established in the Summary of Bid Items).

4. Slope slides of excavations to comply with local codes, ordinances, and requirements of agencies having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition until completion of backfilling.

C. Execution by Contractor

1. The Contractor performing trench excavation shall, as a minimum, comply with the excavation safety standards, which are applicable to this project.

2. Adhere to any special shoring requirements, if any, of the State or other political subdivisions, which may be applicable to such a project.

3. The Contractor shall consider all geotechnical information, including his own site investigation, in his design of the trench safety system he will employ on the project. The Contractor shall

submit his design to the Project Manager at the Pre-Construction Conference.

4. Trenches and excavations shall not be left open overnight without the written authorization of the Project Manager. All trenches and excavations within 6-feet of the edge of roadway shall be backfilled and properly compacted or trench-plated by the Contractor. In either case, the Contractor shall place type II lighted barricades and snow fence around the trench/excavation at the end of each working day.

5. Trenches or excavations that reduce the roadway or travel lane width shall be backfilled with suitable sub-grade material and road rock. If the temporary reinstatement is to be in place longer than 48 hours, the roadway shall backfilled and trench-plated by the Contractor. In either case, the Contractor shall place type II lighted barricades adjacent to the roadway impact area(s).

3.6 SHEETING AND BRACING

A. The Contractor shall provide all trench and structural bracing, sheeting, or shoring necessary to construct and protect the excavation, existing utilities, structures and private property of all types and as required for the safety of the employees. Sheeting shall be removed during backfilling operations. Removal of shoring for structures shall be done in such a manner as not to disturb or mar finished masonry or concrete surfaces.

B. When moveable trench bracing such as trench boxes, moveable sheeting, shoring or plates are used to support the sides of the trench, care shall be taken in placing and moving the boxes or supporting bracing to prevent movement of the pipe, or disturbance of the pipe bedding and backfill.

C. When installing pipe, trench boxes, moveable sheeting, shoring or plates that extend below the mid diameter of the pipe shall be raised to the mid diameter of the pipe before they are moved forward or removed from the excavation. As trench boxes, moveable sheeting, shoring or plates are raised and moved, suitable backfill material shall be placed to fill any voids created and the backfill shall be re-compacted and density tested to provide and confirm uniform side

support for the pipe. Refer to Section 02324 BACKFILL for additional information and requirements.

D. The cost for use of trench boxes and/or steel sheeting will be included in the bid items for pipe and structures and shall include full compensation for driving, bracing and later removal of sheeting.

E. All sheeting and bracing shall be carefully removed in such manner as not to endanger the construction of other structures, utilities, or property, whether public or private. All voids left after withdrawal of sheeting and/or bracing shall be immediately refilled with suitable backfill materials by ramming with tools especially adapted to that purpose. Compaction and density verification testing is required.

3.7 PROTECTION OR REMOVAL OF UTILITY LINES

A. Prior to construction the Contractor shall locate for physical location, elevation and dimensions and adequately uncover existing utilities, (within the path of his proposed work), to determine possible conflicts. By starting underground constructions, the Contractor has agreed that they are fully responsible for any and all damages and/or delays that may arise from not having adequately locating the underground utilities. This applies to underground utilities that are shown on the project construction drawings and those that have been physically marked in the field by the various locating organizations or agencies.

B. Information provided on the plans may be used as an approximate guide to assist the Contractor, however, the Contractor shall rely on actual field investigation to assure that all of the existing utilities are accurately located prior to commencement of his work.

C. Existing structures reflect the best available information, but it shall be the Contractor's responsibility to acquaint him with all information and to avoid conflict with existing conditions. Protect all existing utility lines that are to be retained, or utility line constructed during excavation operations, from damage during excavation and backfilling; if damaged, repair at Contractor's expense.

D. Existing Utility Lines to be Retained: Repair damaged lines that are not shown on drawings, or locations of

which are not known to Contractor in sufficient time to avoid further damage.

E. Uncharted or incorrectly charted underground utilities that are discovered during construction shall be incorporated into the project As-Builts with vertical and horizontal coordinates.

F. Prior to commencement of any excavation, the Contractor shall comply with Florida Statute 553.851 for the protection of underground gas lines and underground telecommunication lines.

3.8 BACKFILL

A. Refer to Section 02324 BACKFILL for backfill, compaction and density testing requirements.

3.9 FIELD QUALITY CONTROL

A. Section SC01400 QUALITY REQUIREMENTS.

B. Compaction testing will be performed in accordance with ASTM D1556 or AASHTO T180.

C. If tests indicate Work does not meet specified requirements, remove Work, replace, compact, and retest. Refer to Section SC01025 MEASUREMENT AND PAYMENT.

D. Frequency of Density Tests: Refer to Section 02324 BACKFILL.

3.10 PROTECTION OF FINISHED WORK

A. Maintain the elevations and contours of berms, ponds and embankments during construction.

B. Reshape and re-compact fills subjected to vehicular traffic during construction.

3.11 PAVEMENT, REMOVAL, AND REPLACEMENT

A. Removal: Where it is necessary to cut existing pavement, curbs, gutters, make saw cut with neat, parallel straight lines, at least 2 feet wider than trench width on each side of trench; approved dust control measures shall be implemented by the Contractor when cutting roadways and curbs.

B. Replacement: Replace pavement, curbs and gutters, and sidewalks to same cross section as original, except when otherwise detailed on the project construction drawings, using materials same as original construction. Replace no pavement until trench has been backfilled, compacted and accepted as specified herein.

C. Temporary Surfaces: For temporary road surface, use temporary asphalt (preferred) or crushed stone (to be watered at least 3 times a day including weekends), as approved. One-way traffic must be maintained at all times and street must be fully opened to traffic as quickly as possible. The temporary surface or permanent pavement shall be placed no later than 2 days after the trench backfilling. Completely remove temporary materials and dispose when permanent pavement is replaced.

* SPECIAL NOTE:

The Owner retains the option to utilize up to 20% of the excess material from excavation and trenching operations. If the Owner exercises this option, Contractor shall stockpile the excess material and deliver to the Owner’s facility as directed by the Project Manager.

END OF SECTION

SECTION 02322

DEWATERING AND DRAINAGE

****
The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02322) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 120 - Excavating and Embankment
- Section 125 - Excavation for Structures and Pipe
- Section 160 - Stabilizing
- Section 514 - Plastic Filter Fabric (Geotextile)

In the event that this technical specification (02322) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.
****

1 PART 1 GENERAL

1.1 STATUTORY REQUIREMENTS

A. Contractor is responsible to obtain and pay for all permits required for temporary dewatering and drainage systems as required by the appropriate authorities having jurisdiction over the work.

B. Original permits shall be prominently displayed on the site prior to constructing dewatering and drainage systems.

1.2 SCOPE OF WORK

A. Furnish, install, operate, monitor, maintain and remove temporary dewatering and drainage systems as required and lower and maintain groundwater levels a minimum of 2 feet below sub-grades of excavations. Continuously maintain excavations free of water, regardless of source, and until backfilled to final grade. Prevent surface water runoff from entering or accumulating in excavations.

B. Furnish the services of a licensed professional engineer registered in the State of Florida, to prepare dewatering and drainage system designs and submittals.

C. Collect and properly dispose of all discharge water from dewatering and drainage systems in accordance with State and local requirements and permits. As a minimum, no discharge or run-off of groundwater or surface water that is contaminated with any petroleum products (gasoline, diesel fuel, oil, grease, hydraulic fluid, etc.) and/or sanitary waste shall be made to surface water systems such as lakes, rivers, streams, the Intracoastal Waterway or "on-site" retention ponds that secondarily discharge to these surface water systems.

D. Repair damage caused by dewatering and drainage system operations.

E. Remove temporary dewatering and drainage systems when no longer needed. Restore all disturbed areas.

F. Furnish, install, monitor, maintain and remove groundwater observation wells (piezometers) as specified herein.]

1.3 RELATED SECTIONS

The pre-design Geotechnical report is being provided for "reference only" and to provide the Contractor with the bore hole locations and general findings of subsurface materials. Refer to Section 02320 TRENCHING AND EXCAVATION for additional clarification.

Section SC01010 – Summary of Project

Section SC01110 – Environmental Protection Procedures

Section SC01025 - Measurement and Payment

Section SC01400 - Quality Requirements

Section 02300 – Earthwork

Section 02320 – Trenching and Excavation

Section 02324 - Backfill

1.4 UNIT PRICE – MEASUREMENT AND PAYMENT

A. There is no unit pricing for this work and all on-site dewatering and drainage shall be considered to be incidental to the cost of the associated pay item(s).

B. If identified in the Schedule of Bid Items, the cost of securing a General Water Use Permit from the South Florida Water Management District shall be reimbursed as an Allowance in accordance with Section SC01025 MEASUREMENT AND PAYMENT.

1.5 SUBMITTALS

A. Submit, in accordance with Section SC01340 SHOP DRAWINGS, WORK DRAWINGS, AND SAMPLES the temporary dewatering and drainage system plan and design. At the discretion of the Owner, dewatering and drainage system designs shall be prepared by a licensed professional engineer, registered in the State of Florida, having a minimum of 5 years of professional experience in the design and construction of dewatering and drainage systems. The submittal will be for authorization to make formal permit application to the South Florida Water Management District for the General Water Use Permit. The Contractor shall be responsible for adequacy and safety of construction means, methods and techniques.

1.6 DEFINITIONS

A. Wellpoint: A dewatering system utilizing wellpoints to extract surrounding groundwater in the area of trenching/excavating in order to maintain the operation in a dry condition for preparation of the trench bottom, for pipe laying, placement of bedding material and/or backfill, compaction and density testing.

B. A dry excavation / trench: Shall be defined as the in situ soil moisture content is no more than two percentage points above the optimum moisture content for that general soil.

2 PART 2 PRODUCTS

2.1 Pump Drivers

A. Noise levels emitted by diesel and/or gasoline pump drivers shall be controlled by the use of a “quiet-pack” muffler system or other suitable sound attenuation methods

and shall not exceed 60 dB for daytime use and 55 dB for night time use at the nearest “receiving” property line. Contractor shall demonstrate, measure and record the dB levels at the time of initial set-up. The Contractor shall record dB levels weekly. The City’s Code Compliance Division of the Boynton Beach Police Department shall have jurisdictional control over the Contractor’s compliance with the City’s Noise Ordinance.

3 PART 3 EXECUTION

3.1 GENERAL

A. Protection of Property - Contractor shall make an assessment for dewatering induced settlement and shall provide devices or systems, including but not limited to re-injection wells, infiltration trenches and cutoff walls, necessary to prevent damage to existing facilities, completed Work and adjacent facilities.

B. Control surface water and groundwater such that excavation to final grade is made in the dry, and bearing soils are maintained undisturbed. Prevent softening, or instability of, or disturbance to, the sub-grade due to water seepage.

C. Provide protection against flotation for all work.

D. The impact of anticipated subsurface soil/water conditions shall be considered when selecting methods of excavation and temporary dewatering and drainage systems. Through the use of groundwater observation wells (piezometers), where groundwater levels are found not to be at least 2 feet below the proposed bottoms of excavations, a pumped dewatering system is required for pre-drainage of the soils prior to excavation and for maintenance of the lowered groundwater level until construction has been completed to such an extent that the foundation, structure, pipe, conduit, or fill will not be floated or otherwise damaged. Type of dewatering system, spacing of dewatering units and other details of the work are expected to vary with soil/water conditions at a particular location.

E. Wellpoints shall not be set in such a way that undermines or jeopardizes paved areas; if the setting of wellpoints undermines or impacts paved areas, the impacted areas shall be removed and restored equal to or better than their original condition at the expense of the Contractor.

F. Pipe and conduit shall not be installed in water or allowed to be submerged prior to backfilling. Pipe and conduit which becomes submerged shall be removed and the excavation dewatered and restored to proper conditions prior to reinstalling the pipe and conduit

3.2 SURFACE WATER CONTROL

A. Control surface water runoff to prevent flow into excavations. Provide temporary measures such as dikes, ditches and sumps.

3.3 GROUNDWATER OBSERVATION WELLS (PIEZOMETERS)

A. Groundwater observation wells (piezometers) shall be installed for monitoring groundwater levels before and during construction / installation of pipelines, foundations and structures that are below or just above the existing groundwater table. A minimum of one well for every 100 feet of pipeline and two wells at each foundation or structure in locations accepted by the Engineer. Observation wells shall be designed and installed in such a manner as to provide an accurate and reliable indication of the groundwater levels adjacent to the pipelines, foundations and structures.

B. Each observation well shall be installed in a 2½ inch diameter bore hole extending at least 4-ft below the invert of the pipeline, foundation or structure. Backfill the annular space surrounding the intake and casing with filter sand especially processed for this purpose. Cap the top of the well to prevent infiltration of surface water.

C. Maintain observation wells until pipelines, foundations and structures are backfilled. Observe and record daily the groundwater elevation in each well. Furnish measurements daily to the Project Manager. Periodically verify observation well accuracy by adding water to the well and recording the drop in level from the time the water was added. Redevelop plugged observation wells to maintain accuracy and reliability of groundwater level indication.

D. Excavation work shall not be performed until the readings obtained from the observation wells indicate that the groundwater has been lowered at least 2 feet below the bottom of the sub-grade within the limits of excavation.

3.4 DISPOSAL OF DRAINAGE WATER

A. All water discharged from temporary dewatering and drainage systems shall be disposed of in accordance with the sedimentation and control plans as specified in Section SC01110 ENVIRONMENTAL PROTECTION PROCEDURES. Existing or new sanitary sewer systems shall not be used to dispose of drainage without written authorization from the Project Manager.

B. Collect and properly dispose of all discharge water from dewatering and drainage systems in accordance with State and local requirements and permits. As a minimum, no discharge or run-off of groundwater or surface water that is contaminated with any petroleum products (gasoline, diesel fuel, oil, grease, hydraulic fluid, etc.) and/or sanitary waste shall be made to surface water systems such as lakes, rivers, streams, the Intracoastal Waterway or “on-site” retention ponds that secondarily discharge to these surface water systems.

3.5 DEWATERING

A. All State and local permits associated with dewatering are the responsibility of the Contractor.

B. Dewatering systems shall be designed to allow for localized variations in the depths of the excavations.

C. Prevent surface water and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding areas. All pumping and drainage shall be done with no damage to property or structures and without interference with the rights of the public, owners of private property, pedestrians and vehicular traffic.

D. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of sub-grades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.

E. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rainwater and water removed from excavations to

collecting or runoff areas. Do not use trench excavations as temporary drainage ditches.

F. Dewatering shall be accomplished well enough in advance of excavation to ensure that groundwater is already lowered prior to completing the final excavation to finish grade.

G. Lower and maintain groundwater level a minimum of two (2) feet below bottom of excavation during placement and compaction of bedding material and foundation soils and during placement and compaction of fill and back-fill material.

H. Excavations for foundations and structures shall be maintained in-the-dry for a minimum of 4 days after concrete placement. In no event shall water be allowed to enter an excavation and rise to cause unbalanced pressure on foundations and structures until the concrete or mortar has set at least 24 hours.

I. Dewatering and drainage operations shall at all times be conducted in such a manner as to preserve the natural undisturbed bearing capacity of the sub-grade at the bottom of the excavation. If the sub-grade becomes disturbed for any reason, the unsuitable sub-grade material shall be removed and replaced with concrete, compacted granular fill, or other approved material to restore the bearing capacity of the sub-grade to its original undisturbed condition at no additional cost to the Owner.

3.6 DAMAGE RESTORATION

A. Damage restoration: The Contractor shall be responsible for any heaving, settlement and/or separation of pavement that results from the dewatering operations. A damage restoration/remediation plan will be required for review and authorization to proceed.

3.7 RESTORATION OF DEWATERING ACTIVITIES

A. As the wellpoints are withdrawn, the locations of the voided areas shall immediately backfilled by jetting approved backfill material into the voids until they are completely filled. These restored wellpoint voids are subject to random density verification testing.

END OF SECTION

SECTION 02324

BACKFILL

****
The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02324) shall govern the applicable project work that it typically identified in the following FDOT Specification and Standard sections:

- Section 125 - Excavation for Structures and Pipe
- Section 514 - Plastic Filter Fabric (Geotextile)

In the event that this technical specification (02324) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.
****

1 PART 1 GENERAL

1.1 SECTION INCLUDES

A. Materials

B. Execution

C. Examination

D. Preparation

E. Bedding

F. Backfilling

G. Field Quality Control

H. Compaction

I. Frequency of Tests

1.2 RELATED SECTIONS

A. Section SC01025 - Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 - Quality Requirements

D. Section 02060 – Aggregate Materials

E. Section 02300 – Earthwork

F. Section 02320 – Trenching and Excavation

G. Section 02322 – Dewatering and Drainage

H. Section 02371 - Riprap and Rock Lining

I. Section 02740 – Subgrade, Base Course and Asphalt

1.3 REFERENCES

A. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in) Drop.

B. ASTM D1556 - Standard Test Method for Density of Soil in Place by the Sand-Cone Method.

C. ASTM D1557 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft3 (2,700 kN-m/m3)).

D. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

E. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

F. ASTM D 2487-06 – Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Material that is excavated for the purpose of installing water mains and service connections, forcemains, sanitary sewers and laterals or storm drainage piping and their associated public manholes and structures and then reused as bedding and/or backfill material are not subject to this UNIT PRICE - MEASUREMENT AND PAYMENT provision. The use of the in- situ material as backfill material shall be considered as incidental to the item installation.

B. Fill Type – Fine Aggregate : By the cubic yard. Includes excavating existing subsoil, supplying fill materials, stockpiling, scarifying substrate surface, placing where required, and compacting.

C. Structural Fill Type – Course Aggregate : By the cubic yard. Includes supplying fill material, stockpiling, scarifying substrate surface, placing where required, and compacting.

D. Concrete (Flowable) Fill: For “areas”, by the cubic yard, and for grout filling of abandoned pipe, by the linear foot. Includes supplying materials, forming, mixing, and placing (and curing where required).

2 PART 2 PRODUCTS

2.1 FILL MATERIALS - GENERAL

A. All fill material shall be approved by the Project Manager and Engineer. Contractor shall notify the Project Manager and Engineer 1 week in advance of providing imported material, shall provide a 1 cubic yard sample and the results of a signed and sealed proctor test and material classification report for the material to the Project Manager and Engineer.

B. Materials generated from the on-site excavations or imported from an off-site source may be utilized for backfill of pipeline and associated structure excavations provided the materials consist of relatively clean sands or reasonably well graded, relatively clean sand-gravel mixtures that are free of timber, roots, clods, construction demolition debris, rubbish, trash or other deleterious matter. The materials shall have a maximum size of 1 inch, have not more than 10 percent passing the US Standard No. 200 Sieve and contain not more than 2 percent (by weight) of organic matter.

C. Satisfactory soil materials are defined as those complying with ASTM D 2487 soil classification groups GW, GP, SW, and SP.

D. Unsatisfactory soil materials are defined as those complying with ASTM D 2487 soil classification groups GC, GM, SC, SM, ML, MH, CL, CH, OL, OH, and PT.

E. Coarse Aggregate shall conform to FDOT Specification 901 with the exception that slag or crushed slag shall

not be used. Stone size shall be No. 57.

F. Fine Aggregate shall conform to FDOT Specification 902.

G. Subbase, Backfill, and Fill Materials: Satisfactory soil materials free of clay, debris, waste, vegetation, rock or gravel larger than 2 inches in any dimension, and other deleterious matter.

2.2 ACCESSORIES

A. Geotextile Fabric: Non-biodegradable, woven per FDOT Specification Section 514.

3 PART 3 EXECUTION

3.1 EXAMINATION

A. Inspect the area to be backfilled to assure that all preceding work activities have been completed and accepted, otherwise, the Contractor will be “at risk” until the preceding work has been accepted by the Project Manager.

3.2 DEFINITION OF BACKFILL ZONES

A. Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 6-inches of the bottom of the pipe.

B. Bedding Zone: The zone above the lowest zone is the Bedding Zone. Usually it will be backfill which is the 6-inches, or the thickness identified on the project construction drawings, of soil below the bottom of the pipe. If the bedding zone has been constructed (vs. undisturbed in-situ material), the Bedding Zone shall be placed in lifts no greater than 6-inches (compacted thickness).

C. Cover Zone: The next zone is backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12-inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe. The Cover Zone shall be placed in lifts no greater than 6-inches (compacted thickness).

D. Top Zone: The Top Zone extends from 12-inches above the top of the pipe to the base or final grade. The Top Zone shall be placed in lifts no greater than 12-inches (compacted thickness).

3.3 BACKFILL FOR PIPELINES

A. LOWEST ZONE

1. When over-excavation is required due to unforeseen site conditions backfill of the over-cut shall have a minimum thickness of 6-inches and shall be manually or mechanically tamped to simulate comparable density to that of the native soils.

B. BEDDING ZONE

1. Excavate pipe trench in accordance with Section 02320 TRENCHING AND EXCAVATION for work of this Section. Hand trim excavation for accurate placement of pipe to elevations indicated.

   If a trench box is used for the installation of the piping, it shall be raised to an elevation even with the top of the pipe before the Bedding Zone materials are placed. Once the trench-box has been moved upward, forward or removed from the excavation, the voids created by this action shall receive supplemental backfill material and re-compacted to 98% of modified proctor where applicable.

2. If required, bedding material shall be placed to provide uniform support along the bottom of the pipe and to place and maintain the pipe at the proper elevation. The initial layer of bedding placed to receive the pipe shall be brought to the grade and dimensions indicated on the project construction drawings. All bedding shall extend the full width of the trench bottom. The pipe shall be placed and brought to grade by tamping the bedding material or by removal of the excess amount of the bedding material under the pipe. Adjustment to grade line shall be made by scrapping away or filling with bedding material. Wedging or blocking up of pipe is not permitted. Applying pressure to the top of the pipe, such as with a backhoe bucket, to lower the pipe to the proper elevation or grade shall not be permitted.

3. Were wet or unstable soil that is incapable of properly supporting pipe, as determined by Project Manager and Engineer, is encountered in the bottom of trench, the trench bottom shall be excavated to a depth of at least two feet below the specified trench bottom. Place filter fabric in the bottom of the trench and support the filter fabric along

the trench walls until the over-excavation has been backfilled, in two (2) 1-foot lifts (as applicable based on the backfill material; structural backfill or FDOT rock). The ends of the filter fabric shall be overlapped prior to placing the pipe.

C. COVER ZONE

1. Haunching: Initial backfill/haunching material shall be carefully placed by hand until one third of the pipe diameter has been covered. The Contractor shall use non-mechanical means to tamp the backfill/haunching material to form unified initial support for the pipe for each lift.

2. After haunching of the pipe, carefully and evenly backfill trenches on all sides with suitable backfill materials and thoroughly and carefully tamped each lift until the backfill material reaches the same elevation as the top of the pipe.

   If a trench box is used for the installation of the piping, it shall be raised to an elevation even with the top of the pipe before the Cover Zone backfill materials are placed. Once the trench-box has been moved upward, forward or removed from the excavation, the voids created by this action shall receive supplemental backfill material and re-compacted to 98% of modified proctor.

3. To prevent longitudinal movement of the pipe, dumping backfill material into the trench and then spreading will not be permitted until approvedmaterial has been placed and compacted to a level
   1-foot over the pipe.

D. TOP ZONE

1. For the remaining lifts of backfill, the material shall be placed in 12-inch lifts and compacted. Compact each layer to a density of 98% of modified proctor in paved areas and 95% of modified proctor in landscaped and open areas.

2. For all non-metallic pipeline installations, detection tape shall be buried 4 to 10-inches beneath the ground surface directly over the top of the utility. Should detection tape need to be installed deeper, the Contractor shall provide 3-inch wide tape. In no case shall detection tape

be buried greater than 20-inches from the finished grade surface. Detection tape shall be appropriately identified based on the specific utility installation.

3.4 FOR STRUCTURES:

A. All structures shall be marked and numbered with gradient lines, by the Contractor, to indicate the required lift thickness.

B. Carefully backfill around all sides in a continuous and progressive manner in lifts no greater that 6-inchs (compacted thickness) with excavated materials approved for backfilling, free from large clods of earth and stones and compact to 98% of modified proctor in all areas.

C. For the sides of the structure where there is pipe penetration, the compacted backfill shall be brought up to a point where the pipe, at the correct invert elevation, is resting on compacted backfill. A bell-hole, extending no further than 1-foot from the structure, may be left around the penetration point for mudding-up around the pipe.

3.5 GENERAL BACKFILL

A. All backfill operations shall be done in the dry. The dry condition shall be maintained during placement, compaction and density testing.

B. As soon as practicable after the pipe has been laid and jointed, backfilling shall begin and thereafter be prosecuted expeditiously.

C. Flooding of backfill (with potable water) will only be permitted when so directed in writing by the Project Manager.

D. Reopen improperly backfilled trenches, or trenches where settlement occurs, to depth required for proper compaction, as determined by the Engineer, then refill and compact, with surface restored to required grade and compaction, mounded over and smoothed off.

E. Backfill open trenches across roadways or other areas to be paved as specified above, backfill entire depth of trench in 6-inch layers, and compact each layer to a density of 98% of modified proctor, so that paving can proceed immediately after backfilling is completed.

F. Grade ground to reasonable uniformity along all other

portions of trenches and leave mounding over trenches in a uniform and neat condition, to the satisfaction of Engineer.

G. Except as otherwise indicated, top of all piping and conduit to be 36" below finish grade (keeping project swale development in mind) unless incased in concrete. Concrete encasement to consist of a minimum of 4" thick concrete base slab placed prior to installation of piping or conduit and a minimum 4" thick concrete encasement (sides and top) placed after installation and testing of piping or conduit.

H. Backfill excavations as promptly as work permits, but not until completion of the following:

1. Acceptance of construction below finish grade including, where applicable, damp proofing, waterproofing, and perimeter insulation.

2. Inspection, testing, approval, and recording locations of underground utilities have been performed and recorded.

3. Removal of concrete formwork.

4. Removal of trash and debris from excavation.

I. Backfill areas to contours and elevations with approved materials.

J. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet or spongy subgrade surfaces.

K. Place geotextile fabric over Class A-7 material existing prior to placing next lift of fill (if approved).

L. Employ a placement method that does not disturb or damage other work.

M. Maintain optimum moisture content of backfill materials to attain required compaction density.

N. Backfill against supported foundation walls and concrete structures. Do not backfill against unsupported foundation walls.

O. Backfill simultaneously on each side of unsupported foundation walls until supports are in place.

P. Slope grade away from building minimum 2 inches in 10 ft, unless noted otherwise.

Q. Make gradual grade changes. Blend slope into level areas.

R. Remove surplus backfill materials from site as directed by the Project Manager and/or Engineer.

S. Leave fill material stockpile areas free of excess fill materials.

T. TOLERANCES:

1. Top surface of backfill for site clearing and general earthwork shall be plus or minus 0.10 foot from required elevations.

2. Top surface of backfill for the creation of or improvements to berms or other stormwater containment earthworks shall be plus 0.10 foot, minus 0.00 foot from required elevations.

3.6 FIELD QUALITY CONTROL

A. Section SC01400 QUALITY REQUIREMENTS

B. Compaction testing will be performed in accordance with ASTM D1556 or AASHTO T180 in locations as specified by the Project Manager or Engineer. Project Manager and/or Engineer are to select specific locations and lifts as well as witnessing of all compaction testing.

C. If tests indicate Work does not meet specified requirements, remove Work, replace and retest.

3.7 COMPACTION

A. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum density, in accordance with AASHTO T-180 specifications or ASTM D1557:

1. Structures, Building Slabs and Steps: 98% of the modified proctor.

2. Pipe Bedding Zone and Cover Zone: 98% of the modified proctor.

3. Driveway aprons, sidewalk sections that form part of a driveway apron, driveways and roadways: As a minimum, compact top 12" of subgrade and each

layer of backfill or fill material to 98% of the modified proctor. Roadways may require special subgrade stabilization as specified in the project construction drawings.

4. Lawn or Unpaved Areas: From 1-foot above the top of the pipe (Top Zone), 95% of the modified proctor; areas around structures shall be 98% of the modified proctor.

5. Sidewalks and walkways: Compact top 12 inches of subgrade and each layer of backfill or fill material to 95% of the modified proctor.

B. All subgrade shall be compacted and tested up to 6-inches from the edge of the pavement (asphalt or concrete). If for specific design reasons and the project construction drawings requires an area greater than 6-inches outside the edge of slab to be compacted and tested, then those more stringent requirements shall take precedence.

C. Frequency of Tests:

1. Pipelines: In Public Right Of Way, swales and under sidewalks, every 100 feet per lift, for driveway aprons each lift, for road crossings each lift in three (3) locations, as directed by Engineer or Project Manager. Additionally, in the event of low production, density verification testing shall be performed on each day's work as directed by the Project Manager or Engineer.

2. In utility easements, every 200 feet per lift.

3. Public Manholes and Structures: Each lift around structure; all sides shall be tested in random order. In addition, the final lift under pipe penetrations shall be tested.

4. Berms: Every 200 feet per lift.

5. Swales: For areas that have been built-up and a swale cut-in every 200 feet; otherwise, density testing of swales cut-in to existing ground does not require density testing.

D. The Contractor's Test Lab is to "map" all density test results (pass and fail) on the Record Drawings on each day when field tests are performed. Contractor's Testing Lab shall leave a copy of the day's density testing results on site.

E. Contractor is to instruct their Testing Lab to directly mail signed and sealed copies of all Test Reports (Proctor, Density, Water Quality, etc.) to the Project Manager and Engineer on a weekly basis.

END OF SECTION

SECTION 02447

JACK & BORE

****

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02447) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 556 Jack and Bore

In the event that this technical specification (02447) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specification and Standard, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

****

PART 1 GENERAL

SECTION INCLUDES

Submittals

Contractor Qualifications

Products

Pipelines

Jack and Bore Equipment

Installation

Backfill and Restoration

RELATED SECTIONS

Section SC01025 - Measurement and Payment

Section SC01340 – Shop Drawings, Work Drawings, and Samples

Section SC01400 - Quality Requirements

Section SC01700 – Contract Closeout

Section 02320 – Trenching and Excavation

Section 02322 – Dewatering and Drainage

Section 02324 – Backfill

Section 02513 – Public Water & Reclaimed Water Distribution Systems

Section 02536 – Force Mains

REFERENCES

Not Used.

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

Pipe by Jack & Bore: By the linear foot. Includes mobilization of equipment, dewatering, excavation of entry, exit recovery pits or any other excavation, steel pipe sleeve material, jack & bore operation, casing vents, backfill, compaction, density testing and grouting casing ends (as specified on the project construction drawings).

Carrier pipe: By the linear foot. Includes mobilization of equipment, dewatering, carrier pipe, joint restraints, stainless steel & polymer casing spacers and pressure testing.

Valves: Refer to Section SC01025 MEASUREMENT AND PAYMENT.

1.5 SUBMITTALS

A. Shop Drawings: The CONTRACTOR shall submit shop drawings of pipe casing in accordance with the requirements in Section SC01340, SHOP DRAWINGS, WORK DRAWINGS, AND SAMPLES, and the following supplemental requirements as applicable:

1. Subcontractor qualification.

2. Casing installation schedule which includes excavation, pipeline installation, and backfill operations.

3. Material list including diameter, thickness, and class of steel casing.

4. Detailed locations and sizes of all jacking or boring and receiving pits.

B. Certifications: The CONTRACTOR shall furnish a certified affidavit of compliance with the specifications for the physical and chemical properties of all steel pipe and other products or materials furnished under this Section of the Specifications.

C. Submit plans and descriptions of the proposed equipment arrangement and installation procedures including a plotted chart of the pipeline installation based on the field located obstructions and utilities prior to commencing the work. Include provisions for any permit requirements or conditions associated with the work.

CONTRACTOR QUALIFICATIONS

A. Contractor performing the work under this section must be one experienced and regularly engaged in this type of work. At the request of the Engineer, Contractor must supply references of previous work, totaling a minimum of ten (10) years experience. Welding procedures shall be qualified in accordance with AWS D1.1 and welders shall be qualified and certified in the 4G position as specified in AWS D1.1.

PART 2 PRODUCTS

2.1 All materials are to be ***MADE IN THE UNITED STATES OF AMERICA***. Allowable exceptions are ductile iron fittings supplied by American Cast Iron Pipe Company from Brazil, Sigma Corporation from China, and Star Pipe Products from the United States and China; and Electronic Marking System (EMS) full-range markers by 3M from Mexico.

1.2 STEEL PIPE CASINGS

Pipe for casings under roadways, highways and FEC/CSX railroads shall be steel conforming to ANSI/AWWA C200 and ASTM A 283 Grade C (FDOT is ASTM A139 Grade B). Steel casings shall be bituminous coated inside and outside. Casing pipe shall be of the length and size shown on the drawings. The wall thickness shall be in accordance with the project construction drawing detail (G-9).

Butt welds shall be full penetration per AWS D1.1 requirements.

Stainless steel and polymer casing spacers shall be used for carrier pipe installation through the steel pipe casing. Casing spacers shall be in accordance with the project construction drawing detail.

RESTRAINED MECHANICAL JOINTS FOR CARRIER PIPE INSTALLATION

A. Self restraining push-on gaskets shall be used inside the sleeves of Jack & Bore installations only where specifically approved by the Project Manager and Engineer.

RESTRAINED JOINTS OUTSIDE OF SLEEVES

A. The method of restraining pipe-to-pipe joints inside the Jack and Bore sleeves installations shall be EBAA Iron MEGALUG products (or approved equal).

B. Pipe and/or fittings that use metal-to-metal integral restraints such as US Pipe TR-Flex or American Pipe Flex-Ring may be used if approved by the Project Manager and Engineer.

C. Flex-Ring Restrained Joint Ductile Iron pipe supplied by American Cast Iron Pipe Company (ACIPCO)and TR Flex Restrained Joint Ductile Iron pipe supplied by U.S. Pipe & Foundry, LLC may be used as approved by the Project Manager and Engineer. Self restraining push-on gaskets are allowed for Jack & Bore applications only as approved by the Project Manager and Engineer.

PART 3 EXECUTION

EXAMINATION

A. Noise levels emitted by diesel and/or gasoline pump drivers shall be controlled by the use of a “quiet-pack” muffler system or other suitable sound attenuation methods and shall not exceed 60 dB for daytime use and 55 dB for night time use at the nearest “receiving” property line. Contractor shall demonstrate, measure and record the dB levels at the time of initial set-up. The Contractor shall record dB levels weekly. The City’s Code Compliance Division of the Boynton Beach Police Department shall have jurisdictional control over the Contractor’s compliance with the City’s Noise Ordinance.

B. Field verify locations and elevations of all utilities and potential obstructions and submit plan and profile of proposed bore path for review by Project Manager and Engineer prior to the commencement of directional boring or jack and bore activities.

C. Verify existing conditions are ready for the installation of steel pipe sleeves.

D. Note subsurface irregularities affecting work of this section.

PREPARATION

Prepare steel casing pipe ends in accordance with the AWS D1.1 welding procedure specification.

Remove scale and dirt on inside and outside before assembly.

JACK & BORE

Roadway, Highway and Railroad Crossing:

All pipe crossings under highways, roadways and railroads shall be installed in accordance with the requirements of the Florida Department of Transportation or the governing authority covering the method and materials of construction. The Contractor will be held responsible for any and all expense such authority incurs in protecting its highway or roadway while pipe are being placed under same and for any damage to the highway or roadway. The Contractor shall arrange with the governing authority's Department of Public Works for proper bracing, shoring, and other necessary protection of the highway or roadway before excavation beneath of any said traveled surface.

Control of Alignment and Grade:

The CONTRACTOR shall control the application of the jacking pressure and excavation of materials ahead of the casing as it advances to prevent the casing from becoming earthbound or deviating from the required line and grade. The CONTRACTOR shall restrict the excavation of the materials to the least clearance necessary to prevent binding in order to avoid loss of ground and consequent settlement or possible damage to overlying structures. Allowable grade deviations in horizontal and vertical

alignments shall be no greater than 0.2 feet in any direction over the length of one casing pipe and a maximum deviation of 0.5 feet over the entire casing

Carrier Pipe Installation:

Carrier pipe shall be installed in the sleeve using stainless steel and polymer supports. Support shall center the pipe in the sleeve. The supports shall be positioned as determined by the pipe manufacturer, support manufacturer or as directed by the Engineer. The casing ends shall be sealed as shown on the project construction drawings.

Joints:

All joints of the carrier pipe shall be restrained using the materials as identified in Sections 2.2 and 2.3 above.

E. Testing of the Carrier Pipe:

Hydrostatic testing of the carrier pipe shall be completed prior to the filling of the annular space between the casing and carrier pipe with sand. Hydrostatic testing shall be performed in accordance with Section 02513 PUBLIC WATER & RECLAIMED WATER DISTRIBUTION SYSTEMS.

BACKFILL/RESTORATION

Backfill and restoration of surface and subsurface improvements shall be done in concurrence with the work and accordance with the applicable sections of the project construction drawings and Section 02324 BACKFILL and Section 02960 RESTORATION OF SURFACE IMPROVEMENTS. Restoration shall be accomplished so that the condition of the original feature(s) is met or exceeded by the restoration. Restoration cost is to be included in the unit price of the pipeline installation.

END OF SECTION

SECTION 02630

STORM DRAINAGE

****

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02630) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 400 - Concrete Structures
- Section 425 - Inlets, Manholes, and Junction Boxes
- Section 430 - Pipe Culverts and Storm Sewers
- Section 435 - Structural Plate Pipe and Pipe Arch Culverts
- Section 440 – Underdrains
- Section 901 – Course Aggregate

In the event that this technical specification (02630) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

****

PART 1 GENERAL

SECTION INCLUDES

Unit Price – Measurement and Payment

Products

Exfiltration Trench

Installation

Inspection and Testing

RELATED SECTIONS

Section SC01025 - Measurement and Payment

Section SC01340 – Shop Drawings, Work Drawings, and Samples

Section SC01400 – Quality Requirements

Section SC01700 – Contract Closeout

Section 02300 – Earthwork

Section 02060 – Aggregate Materials

Section 02082 – Public Manholes and Structures

Section 02320 – Trenching and Excavation

Section 02322 – Dewatering and Drainage

Section 02324 - Backfill

Section 02371 - Riprap and Rock Lining

Section 02740 – Subgrade, Base Course and Asphalt

Section 03300 - Cast-in-Place Concrete

REFERENCES

Florida DOT Standard Specifications for Road and Bridge Construction cited at the beginning of this section.

B. AASHTO MP6, ASTM D2412, and/or AASHTO M294 Type S, or M252 Polyethylene piping

C. AASHTO M196 – Standard Specification for Corrugated Aluminum Alloy Culverts and Underdrains

D. ASTM A444/A444M Steel Sheet, Zinc Coated (Galvanized) by the Hot Dip Process for Storm Sewer and Drainage Pipe

E. ASTM C14 - Standard Specifications for Concrete Sewer, storm Drain, and Culvert Pipe

F. ASTM C76 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

G. ASTM C443 - Standard Specifications for Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets

UNIT PRICE - MEASUREMENT AND PAYMENT

Refer to Section SC01025 MEASUREMENT AND PAYMENT

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 (to match existing quality, quantity and size) shall be incidental to the Unit Price of the pipeline or swale development.

SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

Inlets / Structures – Refer to Section 02082 PUBLIC MANHOLES AND STRUCTURES.

B. Submit per Section SC01340 SHOP DRAWINGS, WORK DRAWINGS, AND SAMPLES shop and manufacturer’s drawings and catalog cut sheets for the various pipe, fittings and gaskets as well as FDOT No. 4 and FDOT No. 57 stone and geotextile as identified in Part 2 PRODUCTS below.

SUBMITTALS FOR PROJECT CLOSEOUT

A. Refer to Section SC01700 CONTRACT CLOSEOUT and SC01720 PROJECT RECORD DOCUMENTS for additional requirements.

2 PART 2 PRODUCTS

2.1 All materials are to be ***MADE IN THE UNITED STATES OF AMERICA***. Allowable exceptions are ductile iron fittings supplied by American Cast Iron Pipe Company from Brazil, Sigma Corporation from China, and Star Pipe Products from the United States and China; and Electronic Marking System (EMS) full-range markers by 3M from Mexico.

2.1 INLETS, JUNCTION BOXES, MANHOLES and CONFLICT STRUCTURES

A. Refer to Section 02082 PUBLIC MANHOLES AND STRUCTURES.

2.2 Reinforced Concrete Pipe (RCP): The pipe shall conform with the requirements of Table III of ASTM C-76-82b, and to the FDOT Specifications, 2010, Section 430. Bell and spigot with round rubber gasket shall be required. Fittings for RCP shall be of the same strength as the adjoining pipe; tongue-and-groove gasketed joints shall comply with ASTM C-443.

2.3 Corrugated Metal Pipe (CMP): The pipe shall conform to the requirements of AASHTO M-196 with bituminous coating, and with the FDOT Specifications, 2010, Section 943. If aluminum pipe is used (ALCMP), the pipe shall conform with the requirements of AASHTO M-196 and to the FDOT Specifications, 2010, Section 945.

Installation of Corrugated Metal Pipe: All joints on storm sewer pipe shall be made up with either 1/2" neoprene or 1/4" strip sealant gasketed material. All bands shall have the same corrugated design as the pipe. Width of the bands shall be as follows: 12" up to 48" diameter pipe, 24" over 48" diameter pipe.

2.4 High Density Polyethylene Pipe (HDPE): Provide high-density polyethylene smooth interior pipe with annular exterior corrugation. Provide pipe fittings and accessories of same material and weight/class as pipes, with joining method as indicated. For systems identified as “water tight”, special pipe-to-structure water-stop gaskets are required and must be included in the applicable shop drawing package.

All materials shall comply with AASHTO MP-6, ASTM D 2412, and/or AASHTO M 294, Type S, or M 252. All pipe and fittings shall be as manufactured by Advance Drainage Systems, Inc., "HI-Q" as manufactured by Hancor, Inc., or as approved by the Project Manager.

2.5 EXFILTRATION TRENCH

The exfiltration trench (or drainfield) may use either slotted concrete pipe, perforated metal pipe or perforated PVC or HDPE pipe as the distribution conduit within the trench. All perforations / slots shall be in conformance with the applicable FDOT index. Perforated / slotted pipe shall terminate five (5) feet from the inlet / structure with the final five (5) feet of pipe being solid.

Trench rock shall be FDOT No. 4 stone ***washed*** . The trench shall be lined on all sides with a plastic filter fabric (Geotextile) and shall comply with FDOT Specifications.

FDOT No. 4 Stone (naturally occurring material)

i) FDOT No. 4 Stone, specified for exfiltration systems shall be purchased as a “washed” stone. Additionally, after being received on site, the material shall be thoroughly washed again to remove all fines adhearing to the gravels such that the product has not more than 1% by weight passing the US Standard No. 4 Sieve, and not more than 0.1% passing the US Standard No. 40 Sieve. The site stockpiles shall be monitored and tested to assure that the amount of fines is maintained at or below this threshold.

2. FDOT 57 Stone (naturally occurring material)

2.6 OUTFALLS

A. Construct cast-in-place or precast concrete as indicated on the project construction drawings, with reinforced headwall or mitered end section, apron, and tapered sides. Provide rip-rap as indicated to prevent washout from outfall discharge.

2.7 BEDDING AND COVER MATERIALS

A. Refer to Section 02324 BACKFILL

2.8 MISCELLANIOUS

A. The installation of the pipe segments and/or structures, where moderate to significant root intrusion could be a factor, the Contractor shall furnish and install Bio-Barrier (or approved equal) as a root barrier as directed by the Project Manager and Engineer. Furnishing and installing the BioBarrier is considered to be incidental to the cost.

3 PART 3 EXECUTION

3.1 EXAMINATION

~~A.~~ Verify that trench cut is ready to receive Work as required by this Section and excavations, dimensions, and elevations are as indicated on project construction drawings. Refer to Section 02320 TRENCHING AND EXCAVATION for trench widths.

3.2 INSTALLATION

A. Pipelines:

1. Gravity stormwater lines shall be laid accurately to both line and grade. The Project Manager will generally not accept any line laid with a slope varying by more than 15% of its design slope, especially for lines laid at minimum gradients where scouring velocity cannot be achieved. The Project Manager reserves the right to independently verify questionable as-built survey results. Visible leakage (unless designed for a percolation system), deflections, horizontal misalignment, vertical joint sagging shall be grounds for rejection of the storm lines.

2. As soon as the excavation is complete to normal grade of the bottom of the trench, granular material bedding shall be placed and graded to provide continuous support for the pipe. The pipe shall be laid accurately to the lines and grades indicated on the Drawings. Blocking under the pipe will not be permitted.

3. Pipe joints shall be wrapped with an overlapping layer of geotextile material.

4. Initial backfill shall be placed evenly on each side of the pipe in 6-in lifts and hand tools shall be used where needed to give firm continuous support for the pipe. For pipe diameters that are designated as 24-inch and greater, the initial backfill shall be placed in two (2) lifts to the spring-line of the pipe, each lift thoroughly compacted and density tested. The next section to be backfilled shall be to the top of the pipe, in two (2) lifts, thoroughly compacted and each lift density tested.

5. The final backfill to 3 feet above the pipe shall be placed in 1-ft layers and carefully compacted. The compaction shall be done evenly on each side of the pipe and motorized compaction equipment shall not be operated directly over the pipe until sufficient backfill has been placed to ensure that such compaction equipment will not have a damaging effect on the pipe.

6. When moveable trench bracing such as trench boxes, moveable sheeting, shoring or plates are used to support the sides of the trench, care shall be taken in placing and moving the boxes or supporting bracing to prevent movement of the pipe, or disturbance of the pipe bedding and the backfill. Trench boxes, moveable sheeting, shoring or plates shall not be allowed to extend below top of the pipe. If trench boxes, moveable sheeting, shoring or plates have been installed below the top of the pipe, they shall be moved slowly taking care not to disturb pipe, bedding or backfill. As trench boxes, moveable sheeting, shoring or plates are moved, pipe backfill shall be placed to fill any voids created and the backfill shall be re-compacted and density tested to provide and confirm uniform side support for the pipe.

7. The minimum design depth and the minimum cover of a stormwater line shall be as shown on the project construction drawings. Project Manager prior approval shall be obtained if either of these minimums cannot be met.

8. Trenches and excavations shall be kept dry while work is in progress. The Contractor shall be responsible to ensure that all safety requirements are met. Unsuitable material such as boulders and

logs shall be removed from the site. The pipe barrel shall be uniformly supported along its entire length on undisturbed soil or bedding material. Proper bedding shall be supplied if the existing material includes rock, organic material or other sharp or unsuitable material.

9. The backfill, compaction and density information provided above is a general narrative of the process, refer to Section 02324 BACKFILL for specific backfill, compaction and density testing procedures and requirements.

B. INLET / STRUCTURE INSTALLATION (STORMWATER)

1. Structures shall be set to the pipe grade firm and plumb in the location(s) shown on the project construction drawings. Excavations for inlets and other stormwater structures shall be over-excavated and plastic filter fabric (Geotextile), of a sufficient size to envelope the rock support bed shall be placed in the bottom of the excavation, then place a 12 inch thick (or as specified on the project construction drawings) FDOT No. 4 or FDOT No. 57 stone support bed, wrap and overlap the geotextile and then install the structure. Joints shall be cleaned, primed and the required gasket or sealant applied as recommended by the manufacturer. Voids remaining in the joint shall be caulked with anhydrous cement grout on both the inside and outside to make a smooth watertight joint seal.

2. Structures shall be located along the center line of the swale and parallel to the edge of roadway and/or sidewalk. In the event of a design “bust”, final grate elevation shall be 0.10 of a foot lower that the adjacent final grade of the roadway or sidewalk, whichever is lower.

3. Backfill, compaction and density testing shall be in accordance with Section 02324 BACKFILL.

C. INSTALLATION OF CONDUIT INTO INLET / STRUCTURE

1. The diameter for the pipe opening shall be 6 inches larger than the outside diameter of the pipe. The pipe shall penetrate the interior wall of the structure a minimum of 2-inches and shall be centered in the opening. After pipe is set, the annular space

around the outside of the pipe and the wall of the structure shall be filled with a minimum of one (1) course of 3-hole brick and cement mortar or approved grout mix. Drainage systems designated as water tight shall have approved gaskets and/or water-stop fittings at all pipe-to-structure joints.

2. If inlet / structure contains a weir or other water elevation control structure, the weir wall shall incorporate the bleed down orifice with the opening bottom set at the normal control elevation. The top of the weir wall shall be set at the design.

G. FRAMES AND COVERS

1. The manhole, inlet and structure frames and covers shall be set firmly in place with 3-hole brick and cement mortar so that the top of cover will be flush with the finished grade in paved areas (following the cross slope / slope of roadways and/or driveways) and 1" above the finished grade in unpaved areas, unless shown otherwise on the project construction drawings.

H. Swales shall be developed and/or improved as shown on the project construction drawings.

3.3 INSPECTION AND PIPE TESTING

A. Testing of all HDPE pipe shall be as follows:

1. Allowable Deflection Test

a. Pipe deflection measured not less than 45 days after the backfill has been completed as specified shall not exceed 5 percent of the pipe's base inside diameter as defined in AASHTO M-294 and as required by FDOT Section 430.

b. Deflection for pipe diameters 36 inches and less shall be measured with a rigid mandrel (Go/No-Go) device cylindrical in shape and constructed with evenly spaced arms or prongs. The dimensions of the mandrel will be field verified by the Engineer. The mandrel shall be hand-pulled through all pipelines. Mandrels used for large diameter pipe need to be modified to be installed within the dimensions of the manhole and manhole openings.

c. Any section of pipe not passing the mandrel shall be uncovered at no additional cost to the Owner and the bedding and backfill replaced to prevent excessive deflection. Repaired pipe shall be retested.

B. VISUAL INSPECTION:

1. Upon completion of the installations, the system shall be flushed thoroughly to remove dirt and other foreign matter.

2. Storm drainage conduits shall be internally inspected by any combination of the following methods, i.e., confined space entry and physical measurements taken or lamping. The Contractor shall be responsible for providing all necessary actions and equipment for confined space entry. If the internal inspection shows poor pipe alignment, deflected, deformed or displaced pipe, or any other defects, the Contractor at their expense shall correct these defects.

3. At the Project Manager’s discretion, portions of or the entire system may be televised by the Utilities Department. If the televised pipelines show poor alignment, deflected, deformed or displaced pipe or any other defects, the Contractor at their expense shall correct these defects.

4. Upon completion of the storm water improvements and corresponding roadway, under the observation of the Project Manager, the Contractor shall utilize either their water truck or City fire hydrants (with Contractor’s temporary water meter installed) to thoroughly flood the roadway to verify drainage flow lines.

   Correction of incorrect flow lines (not corresponding to the grades and lines shown on the construction plans) and any birdbaths is the responsibility of the Contractor (at their expense).

END OF SECTION

02740

SUBGRADE, BASE COURSE AND ASPHALT

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The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02740) shall govern the applicable project work that is typically identified in the following FDOT Specificationand Standard sections:

- Section 160 – Stabilizing
- Section 165 - Lime-Treated Subgrade
- Section 200 - Limerock Base
- Section 210 - Reworking Limerock Base
- Section 230 - Limerock Stabilize Base
- Section 250 - Shell Base
- Section 260 - Shell Stabilized Base
- Section 913 – Shell Material
- Section 913A – Shell-Rock Material
- Section 914 – Stabilization Materials
- Section 285 - Optional Base Course
- Section 330 - Hot Bituminous Mixtures - General Construction Requirements
- Section 331 - Type S Asphaltic Concrete
- Section 332 - Type II Asphaltic Concrete
- Section 333 - Type III Asphaltic Concrete
- Section 334 – Superpave Asphalt Concrete
- Section 335 - Sand-Asphalt Hot Mix
- Section 337 - Asphaltic Concrete Friction Courses
- Section 339 - Miscellaneous Asphalt Pavement
- Section 706 – Raised Retro-Reflective Pavement Markers and Bituminous Adhesive
- Section 709 – Traffic Stripes and Markings – Two Reactive Components
- Section 710 – Painting Traffic Stripes
- Section 711 – Thermoplastic Traffic Stripes and Markings

In the event that this technical specification (02740) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards,or with specific requirements by the County or FDOT, it is the

responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.
****

1 PART 1 GENERAL

1.1 SECTION INCLUDES

A. Unit Price – Measurement and Payment

B. Submittals

C. Products

D. Execution including examination, excavation, subgrades and base course

E. Overlay Operations

F. Striping, Reflective Pavement Markers (RPMs) and Roadway Signage

G. Field Quality Control

1.2 RELATED SECTIONS

A. Section SC01025 – Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 – Quality Requirements

D. Section SC01410 – Testing Laboratory Services

E. Section SC01700 – Contract Closeout

F. Section 02060 – Aggregate Materials

G. Section 02322 – Dewatering and Drainage

1.3 REFERENCES

A. The references to "Standard Specifications" shall mean the Florida Department of Transportation Standard Specifications cited above except for those paragraphs referring to Measurement and Payment.

B. AASHTO M216 - Standard Specification for Lime for Soil Stabilization

C. AI MS-2 - Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types

D. ASTM D946 - Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction

E. ASTM C977 - Standard Specification for Quicklime and Hydrated Lime for Soil Stabilization

F. TAI - (The Asphalt Institute) - MS-8 Asphalt Paving Manual

G. NLA (National Lime Association) Bulletin 326 - Lime Stabilization Construction Manual

1.4 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Refer to Section SC01025 MEASUREMENT AND PAYMENT

1.5 SUBMITTALS FOR REVIEW AND AUTHORIZATION TO PROCEED

A. The job mix formula including the prime and tack coat, materials (including RPMs), and construction methods shall be submitted to the Engineer for approval before paving begins. Refer to Section SC01340 SHOP DRAWINGS, WORK DRAWINGS, AND SAMPLES for additional requirements.

B. Rock Record Drawings

1.6 QUALITY ASSURANCE

A. The Contractor will employ a testing laboratory to evaluate the materials delivered to and placed at the site.

B. Certificates of material compliance, signed by material supplier and Contractor, may be submitted in lieu of material testing when acceptable to the Engineer and Project Manager.

1.7 PROJECT CONDITIONS

A. Grade Control: Establish and maintain required lines and elevations.

2 PART 2 PRODUCTS

2.1 MATERIALS

A. Lime:

1. Lime used as a stabilizing material: ASTM C207 Type N.

B. Limerock Base:

1. Limerock as stabilizing material or base coarse shall be to a compacted depth of at least 8 inches and shall consist of fossiliferous limestone of uniform quality, and shall not contain hard or flinty pieces that will prevent attainment of a smooth pavement surface free from pits and pockets. At the Contractor's option, either Ocala limerock or Miami Oolite limerock may be used, but only one type may be used on this Project.

2. Limerock shall be composed of not less that 70% of carbonates of calcium and magnesium, and not more than 3% of water-sensitive clay mineral.

C. Shell Base:

1. Shell as a stabilizing material or base course shall be to a compacted depth of at least 8 inches and shall be of mollusk family (i.e. oysters, mussels, clams, or cemented coquina). Steamed shell will not be permitted.

2. At least 50% (by weight) of the total material shall be retained on a No. 4 sieve. Not more than 7.5 % (by weight) of the total material passing the No. 200 sieve shall be removed by washing and the remainder shall consist of shell particles, chert and sand.

D. Prime/Tack Coat: The bituminous material to be used for prime/tack coats shall be either Cut-back Asphalt, Grade RC-70 or RC-250, or emulsified asphalt grades as specified in Section 300-2.1 of the "Standard Specifications" and approved by the

Engineer. Materials shall conform to "Standard Specifications", Section 916 and the AASHTO requirements specified therein.

E. Asphaltic Concrete Surface Course:

1. Asphaltic concrete surface course Superpave, Type S, S-I, S-II and S-III shall be composed of a mixture of aggregate, mineral filler and asphalt cement. Other types will be considered if not specified on the construction plans. Type should match adjacent existing pavement type if the Project requires restoration and not total resurfacing.

2. The job mix formula, size and percent of aggregates shall be as specified in the "Standard Specifications".

3 PART 3 EXECUTION

3.1 EXAMINATION

A. Contractor must examine the site conditions and assure themselves that all proceeding construction activities are complete and the area is ready, as applicable, for stabilizing, application of base course and/or asphalt.

B. Paver must examine the areas and conditions under which paving is to be installed. Notify the Contractor in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Paver.

3.2 EXCAVATION

A. Excavation shall be as required for the subgrade and cross section as shown on the project construction drawings. All suitable materials removed from the excavation shall be used as far as practicable in the formation of embankments, subgrades, and shoulders, and in such other places as directed by the Engineer. No excavated material shall be wasted without permission and where necessary to waste such material, it shall be disposed of in the locations

directed by the Engineer. Muck and other unsuitable material shall be removed and replaced with suitable material. All material used shall be free of stumps, roots, brush, sod, rubbish, rocks or other unsuitable material.

3.3 SUBGRADES

A. Subgrade construction shall consist of bringing the bottom of excavations and top of embankments of the roadway, between the outer limits of the paving or base course, to a surface conforming to the grades, lines and cross sections shown on the drawings, of uniform density, ready to receive the base course. The entire subgrade in both cuts and fills shall be thoroughly plowed and mixed to a depth of at least 12 inches below grade.

B. The limits of the roadbed included in the designation of subgrade shall be as shown in the profile shown on the project construction drawings. The lines and grades shall be established by the Contractor as shown on the drawings and shall be maintained by means of grade stakes placed in lines parallel to the centerline of the area to be paved and spaces so that string lines may be stretched between the stakes.

C. At least 6 inches (loose measurement) of a suitable commercial stabilizing material shall be mixed into the subgrade for stabilization in accordance with the "Standard Specifications", Section 160 and 230. The Florida Bearing Value (FBV) shall be 75 pounds. Density tests will be paid for by Contractor except for additional tests requested by the Project Manager and/or Engineer.

D. After the subgrade has been prepared, it shall be kept free from ruts, depressions and any damage resulting from the hauling or handling of tools and equipment.

3.4 BASE COURSE

A. Limerock or Shell:

1. Base material shall be dumped on the end of the preceding spread without dumping or hauling directly on the sub-grade. Equipment for

spreading and grading shall be as specified in Section 200 and 250 of the "Standard Specifications". After the spreading is completed, the entire surface shall be scarified and then shaped to produce the required grade and cross section after compaction. Water shall be added as required to obtain the specified density.

B. If, at any time, the subgrade material should become mixed with the base course material, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade, and replace the materials removed with clean base material which shall be shaped and compacted as specified above.

C. The completed base course shall be thoroughly cured before the prime coat or wearing surface is laid. The prime coat shall be applied only when the moisture content of the base does not exceed 90% of the optimum moisture for the base material. The Contractor shall maintain the base course to a true and satisfactory surface until the first lift of asphalt is laid.

D. After completion of compaction, the surface of the base course shall be checked with a template cut to the required crown, and the thickness shall be checked by borings. Any surface irregularities in excess of 1/4 inch or any deficient thickness shall be corrected by scarifying and adding material after which the entire area shall be re-compacted and examined.

3.5 SURFACE PREPARATION

A. Overlay Operations

1. Mill all keyways and areas as shown on the project construction drawings.

2. Remove all loose material from existing asphalt surface immediately before applying prime coat.

3. Tack Coat: Apply at the rate of 0.02 to 0.08 gallon per sq. yd., over existing asphalt surface. Application of tack coat shall be

immediately before overlay operations.

B. Roadway Construction

1. Proof roll prepared base course surface to check for unstable areas and areas requiring additional compaction.

2. Remove all loose material from compacted base surface immediately before applying prime coat.

3. Prime Coat: Apply at the rate of 0.35 to 0.40 gallon per sq. yd., over compacted base course. Apply material to penetrate and seal, but not flood, surface. Apply a light uniform cover of sand and allow to cure. Unless approved by the Project Manager, application of prime coat shall be within 48 hours of the asphalting operations.

3.6 PLACING ASPHALT

A. General

1. Lay all asphalt, including leveling course, other than adjacent to curb and gutter or other true edges, by the string line method to obtain an accurate, uniform alignment of the pavement edge.

   For overlay operations only, an alternative to the initial string line method would be to apply the asphalt overlay, survey and mark the roadway centerline, measure lane width on each side ofcenterline then string line and saw-cut the edge to match the existing in order to obtain an accurate, uniform alignment of the pavement edge. In no case shall the asphalt overlay material “overhang” the edge of the existing roadway.

2. Place asphalt mixture on clean prepared surface, spread and strike-off. Place inaccessible and small areas by hand. Place each course to required grade, cross-section and compacted thickness.

3. Follow "Standard Specification" Section 330 for general construction of the surface course as

applicable to this project.

B. Joints:

1. Make joints between old and new pavements, or between successive days work, to ensure continuous bond between adjoining work.

2. Construct joints to have same texture, density and smoothness as other sections of asphalt concrete course. Clean contact surfaces and apply tack coat.

C. Protection:

1. Immediately after placement, protect pavement from mechanical injury for sufficient time necessary or until surface temperature is less than 140°F.

2. Erect barricades to protect paving from traffic until mixture has cooled and attained its maximum degree of hardness.

3.7 STRIPING (TEMPORARY AND PERMANENT) RAISED PAVEMENT MARKINGS AND SIGNAGE

A. Once the asphalt has been placed and has achieved its maximum degree of hardness, Contractor shall apply temporary STOP BARS and striping as specified on the project construction drawings or in the applicable FDOT Index (9535 through 17356).

B. Depending on the chemistry of the thermostripping material, after the final asphalt placement, permanent striping and RPMs shall be applied as specified on the project construction drawings or in the applicable FDOT Index (9535 through 17356). For sanitary and force main ARV manholes located within the grassed right of way (ROW) or swale, green RPMs shall be placed near the center of the roadway on the corresponding side of the yellow line. For sanitary and force main ARV manholes located in the rear easement, green RPMs shall be placed near the corresponding edge of the roadway. Blue RPMs shall be placed in the center on the nearest travel lane directly in front of all fire hydrants.

C. Roadway signage shall be as specified on the project construction drawings or in the applicable FDOT Index. Street terminations shall be signed as specified in FDOT Index 17349

3.8 FIELD QUALITY CONTROL

A. Section SC01400 QUALITY REQUIREMENTS

B. Compaction testing will be performed in accordance with ASTM D1556 or AASHTO T180 in locations as specified by the Project Manager or Engineer. Project Manager and/or Engineer are to select specific locations and lifts as well as witnessing of all compaction testing.

C. If tests indicate Work does not meet specified requirements, remove Work, replace and retest. In general, the re-test locations shall be as specified in FDOT Standard Specification 125.

D. Roadway Subgrade Compaction:

1. As a minimum, the top 12-inches of the roadway subgrade shall be compacted to 98% of the modified proctor. Some roadways may require special subgrade stabilization, i.e., LBR 40 or as otherwise specified in the project construction drawings. When special subgrade stabilization is required by the projectconstruction drawings, those requirements shall be superior to this specification requirement.

2. The frequency of density verification testing shall be 3 tests (usually edge of roadway – crown/center – edge of roadway) every 100 linear feet and 1 test for every 100 linear feet of curb.

E. Roadway Base Course Compaction:

1. Compaction shall be by rolling with a combination of steel wheel and rubber tired rollers until 98% of the maximum density is reached as tested under AASHTO Method T-180. Compaction and finishing shall be in accord with single course base requirements of Paragraph 200-6 AND 250-7 of the "Standard

Specifications".

2. The frequency of density verification testing shall be 3 tests (usually edge of roadway – crown/center – edge of roadway) every 100 linear feet and 1 test for every 100 linear feet of curb.

F. Asphalt Testing/Verification: Test the in-place asphalt courses for compliance with requirements for thickness and surface smoothness. Repair or remove and replace unacceptable paving as directed by Engineer.

G. Thickness: The compacted thickness of the base or surface courses shall be not less than that shown on the project construction drawings.

H. Surface Smoothness:

1. Test finished surface of each asphalt course for smoothness, using 15 foot straightedge applied parallel with the centerline of paved area and extended across all joints. Surfaces will not be acceptable if exceeding the following tolerances for smoothness.

   a. Base Course Surface: 1/4 inch
   b. Wear Course and Overlay Surface: 1/8 inch

2. Check surfaced areas at intervals as directed by the Engineer

3. Using the Contractors water truck or metered fire hydrant, Contractor shall flood the finished roadway to verify water coursing and flow line. Any ponding or “bird baths” will be cause for rejection.

END OF SECTION

SECTION 02925

SODDING

****

The Utilities Department uses the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and the FDOT Design Standards, latest edition, as reference documents. It is the intent of the Utilities Department that this technical specification (02925) shall govern the applicable project work that is typically identified in the following FDOT Specification and Standard sections:

- Section 575 – Sodding
- Section 580 – Landscape Installation

In the event that this technical specification (02925) is either silent on an issue or requirement or if it appears to present a conflict with the referenced FDOT Specifications and Standards, it is the responsibility of the Contractor to request clarification or resolution, in writing, from the Project Manager and Engineer.

****

PART 1 GENERAL

SECTION INCLUDES

The work consists of establishing a grass covering on slopes, shoulders, lawns, and other areas by sodding as shown on the project construction drawings. Also included are fertilizing, watering and maintenance as required to produce a healthy stand of grass.

The phrase “grassing or sodding” in Section SC01025 MEASUREMENT AND PAYMENT is a generic use of terms that can be applied to a wide variety of field applications such as for a cross-country pipeline corridor (grassing), a pipeline corridor through a park (sodding) and the pipeline corridor in or impacting the neighborhood swales (sodding).

Grassed areas apply to, but are not limited to applications such as bottoms of dry retention ponds, cross-country pipeline corridors, possibly lay down yards (depending on the Contractor agreement with the property owner) and other large and/or expansive areas.

Sodded areas apply to, but are not limited to applications such as neighborhood swales, the sloped sides of a dry and/or wet retention ponds and embankments.

Preparation of subsoil

Fertilizing

Sod installation

Maintenance

RELATED SECTIONS

Section SC01025 – Measurement and Payment

Section SC01340 – Shop Drawings, Work Drawings, and Samples

Section SC01400 – Quality Requirements

Section 02300 - Earthwork

Section 02924 – Seed, Mulch and Fertilizer

Section 02930 - Exterior Plants

G. Section 02960 – Restoration of Surface Improvements

REFERENCES

ASPA (American Sod Producers Association) - Guideline Specifications to Sodding

FS O-F-241 - Fertilizers, Mixed, Commercial

UNIT PRICE - MEASUREMENT AND PAYMENT

When identified in the Schedule of Bid Items as a separate pay item, sodded areas shall be:

Basis of Measurement: By the square yard

Basis of Payment: Includes preparation of subsoil, topsoil, placing topsoil, fertilization, sodding, watering and maintenance to specified time limit.

B. If sodding is NOT identified in the Schedule of Bid Items as a pay item, it shall be considered as incidental and all of the requirements of this Section shall be required.

SUBMITTALS

Contractor shall submit Certificates of Compliance, with this specification, for the topsoil, sod and fertilizer. Refer to PART 2 PRODUCTS for requirements.

B. Contractor shall prepare a resident notification letter three (3) weeks prior to placement informing them of the sod replacement criteria and the type of sod identified for the swale (in front of their property) for the review and authorization of the Project Manager. Once authorized, the Contractor shall deliver to each property a copy of the notification letter.

SOD REPLACEMENT CRITERIA

City, County or State ROW areas, i.e., typically those areas between the edge of the roadway and the property line, that have been disturbed or damaged by project construction activities will be re-sodded. The type of replacement sod, either Argentine Bahia or St. Augustine - Floratam, will be based on the following criteria:

If the area has an existing and operational underground irrigation system, the replacement sod shall be St. Augustine - Floratam.

2. If the area does NOT have an existing and operational underground irrigation system, the replacement sod shall be Argentine Bahia.

3. Additionally, based on the Pre Construction Video and Photographic Site Survey, together the Contractor and Project Manager shall determine the replacement sod type.

DEFINITIONS

Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will,

Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

QUALITY ASSURANCE/GUARANTEE

All sodded areas shall be guaranteed for twelve months after date of Final Acceptance.

Replacement of sodded areas that have not produced a well established stand of grass: Any sodded areas showing indication of probably non-survival or lack of health and vigor, or which do not exhibit the characteristics to meet specifications, shall be replaced within 21 days of notice from Project Manager or Engineer.

All replacement sodding shall be furnished/installed at no additional cost to the Owner and shall be guaranteed for twelve months. All replacements shall meet original specifications.

At the end of the guarantee period, all sodded areas that are dead or in unsatisfactory growth shall be replaced within two weeks.

QUALIFICATIONS

Sod Producer: Company specializing in sod production and harvesting with minimum five (5) years experience, and certified by the State of Florida.

Installer: Company with previous experience with the sod producer.

DELIVERY, STORAGE, AND HANDLING

Deliver sod on pallets. Protect exposed roots from dehydration.

Do not deliver more sod than can be laid within 24 hours.

PART 2 PRODUCTS

MATERIALS

Sod: ASPA Approved Field grown grade; cultivated grass sod; type indicated in plant schedule on the project construction drawings; with strong fibrous root system, free of stones, burned or bare spots containing less than 2 percent weeds per 1000 sq ft.

Argentine Bahia Grass Type: Florida State Plant Board specifications. Sod received at site shall be moist and green. Dry and/or brown sod will NOT be accepted for placement.

St. Augustine - Floratam Grass Type: Florida State Plant Board specifications. Sod received at site shall be moist and green. Dry and/or brown sod will NOT be accepted for placement.

Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay, or impurities, plants, weeds and roots; pH value of minimum 6.0 and maximum 7.0. Existing topsoil, removed as a result of pipeline or structure installations, shall NOT be re-used without written approval from the Project Manager.

Fertilizer: FS O-F-241, Type I, Grade A (slow release granular); recommended for grass, with fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil to either of the following proportions: 15-5-15, 25-4-11, 24-2-11 or as approved by the Project Manager.

Water: The water used in the performance of this Contract shall be clean, fresh and free from injurious amounts of oil, acid, alkali, or organic matter that could inhibit vigorous growth of grass and vegetation.

ACCESSORIES

For terrain sloped at 2:1 or greater, the following accessories will be required:

Wood Pegs: Softwood, sufficient size and length to ensure anchorage of sod on slope.

Wire Mesh: Interwoven hexagonal plastic mesh of 2-inch size.

Edging: Refer to Landscape plan.

Herbicide: Refer to Landscape plan.

HARVESTING SOD

Machine cut sod and load on pallets in accordance with ASPA Guidelines.

Cut sod in area not exceeding 1 sq yd, with minimum 1-inch and maximum 1-1/2 inch topsoil base.

TESTS

Provide analysis of topsoil fill under provisions of Section SC01340 SHOP DRAWINGS, WORK DRAWINGS, AND SAMPLES.

Analyze to ascertain percentage of nitrogen, phosphorus, potash, soluble salt content, organic matter content, and pH value.

Testing is not required if recent tests are available for imported topsoil. Submit these test results to the testing laboratory for approval. Indicate, by test results, information necessary to determine suitability.

PART 3 EXECUTION

PREPARATION

Verify that prepared soil base is ready to receive the work of this section.

Preparation of area to be sodded: The ground to be sodded shall be prepared by grading and thoroughly loosening the soil to a depth of 2 inches. The prepared soil shall be loose and reasonably smooth. It shall be reasonably free of large clods, roots, and other materials that will interfere with the work and subsequent mowing and maintenance operations. Hand picking may be required.

In general, the prepared area, prior to placement of imported topsoil, shall be 5 to 6 inches below the edge of roadway and driveway apron pavement and 3 to 4 inches below the edge of sidewalks.

PLACING TOPSOIL

Spread imported topsoil to a minimum depth of 2 inches over area to be sodded.

Place topsoil during dry weather and wind velocity not exceeding 15 miles per hour.

Remove vegetable matter and foreign non-organic material from topsoil while spreading.

Grade topsoil to eliminate rough, low or soft areas, and to ensure positive drainage.

Install edging at periphery of sodded areas in straight lines to consistent depth.

After the raking-in of the fertilizer, the topsoil shall be tamped.

FERTILIZING

The fertilizer shall be mechanically spread at the rate prescribed by the manufacturer just in front of the sod laying activities.

On steep slopes, where the use of a machine for spreading or mixing is not practicable, the fertilizer shall be spread by hand.

With the written authorization of the Project Manager, liquid fertilizer may be used after the sod has been placed. Where fertilizer is applied hydraulically, it need not be worked into the soil.

LAYING SOD

Moisten prepared surface immediately prior to laying sod.

Lay sod within 24 to 48 hours after harvesting to prevent deterioration.

Lay sod tight with no open joints visible, and no overlapping; stagger end joints 12 inches minimum. Do not stretch or overlap sod pieces. Newly placed sod shall abut existing sod in a straight and even line.

Lay smooth. Align and level with adjoining grass areas.

Place top elevation of sod (top of grass blades) one (1) inch below adjoining edging/edge of pavement for roadways and driveway aprons and level / even for sidewalks. Tolerance shall be plus 0.00 inches and minus 0.05 inches

On slopes 2:1 and steeper, lay sod perpendicular to slope and secure every row with wooden pegs at maximum 2 feet on center. Drive pegs flush with soil portion of sod.

Prior to placing sod, on slopes exceeding 1.5:1 or where indicated, place wire mesh over topsoil. Securely anchor in place with wood pegs sunk firmly into the ground.

Water sodded areas immediately after installation, saturate sod to 4 inches of soil.

After sod and soil have dried, roll sodded areas to ensure good bond between sod and soil and to remove minor depressions and irregularities.

MAINTENANCE

Mow grass at regular intervals to maintain at a maximum height of 2-1/2 inches. Do not cut more than 1/3 of grass blade at any one mowing. Four (4) complete mowings shall be included in the base price for sodding. The final mowing shall be done just prior to Final Acceptance.

Neatly trim edges and hand clip where necessary.

Immediately remove clippings after mowing and trimming.

Water to prevent grass and soil from drying out.

Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.

Immediately replace sod to areas that show deterioration or bare spots.

END OF SECTION

SECTION 02960

RESTORATION OF SURFACE IMPROVEMENTS

1 PART 1 GENERAL

1.1 SECTION INCLUDES

A. The work includes the restoration of driveway aprons, mail boxes, grassed and sodded areas, trees and plants, roadways, sprinkler systems, sidewalks and any other improvements required as a result of the Work.

B. Restoration of surface improvements shall be concurrent with the installation of the water main, reclaimed water main, force main, drainage improvements or sanitary sewer; the work includes swale development and improvements on both sides of the streets in the project area. Work includes re-grading, sodding, driveway apron reconstruction, replacement of pre-existing irrigation systems and all surface restoration including trench repair. At no time, shall there be more than 500 linear feet of incomplete surface restoration including “rocked-in” trench repair. The City may (case by case) approve more than this, but never exceeding 1,000 linear feet of incomplete surface restoration.

C. This section includes furnishing equipment, labor and materials, and performing all necessary and incidental operations to perform the required Work.

1.2 RELATED SECTIONS

A. Section SC01025 – Measurement and Payment

B. Section SC01340 – Shop Drawings, Work Drawings, and Samples

C. Section SC01400 – Quality Requirements

D. Section 02740 – Subgrade, Base Course and Asphalt

E. Section 02924 – Seed, Mulch and Fertilizer

F. Section 02925 – Sodding

G. Section 02930 – Exterior Plants

H. Section 03300 – Cast-In-Place Concrete

1.3 REFERENCES

Not Used.

1.4 UNIT PRICE – MEASUREMENT AND PAYMENT

A. Unless specifically called out in the Schedule of Bid Items, work under this Section shall be considered incidental to the Work as detailed in the related Sections.

When existing Right-Of-Way (ROW) irrigation must be disturbed due to pipeline installation or swale development, the existing lines shall be cut-&-capped during the construction/installation process. The replacement of existing irrigation in the Public ROW is NOT a pay item. Replacement of existing ROW irrigation shall be incidental to the Unit Price of the specific work item. Replacement material (pipe, fittings and sprinkler heads) shall be equal to or of a better quality, quantity and size than the pre-existing.

2 PART 2 PRODUCTS

2.1 Refer to the individual Sections identified above

3 PART 3 EXECUTION

3.1 RESTORATION ACTIVITIES

A. Areas affected by the Work shall be restored to a condition equal to or better than the condition existing before the commencement of the Work. Additionally the Contractor shall re-set/replace disturbed and/or damaged mailboxes (all mailboxes shall conform to the current requirements of the US Post Office) and the Contractor shall re-set or replace existing signage.

3.2 BUSH, PLANT, SHRUB AND/OR TREE REMOVAL AND REPLACEMENT CRITERIA

A. Bushes, plants, shrubs and/or trees that have been planted in the City, County or State ROW by the adjacent property owner and is in direct conflict with a proposed utility improvement that includes swales, shall be removed to allow for the installation of the project improvements and **NOT** replaced.

END OF SECTION

ATTACHMENT 'A'

THE DOCUMENTS

BEHIND THIS PAGE

MUST ACCOMPANY PROPOSAL

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

BID FORM

BID No: 007-2821-19/TP

PROJECT NAME: NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS

The City of Boynton Beach is seeking the services of a qualified Contractor to furnish, install and provide all labor to complete the City's project known as NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS.

The work under this project consists of: The CITY of Boynton Beach is seeking the services of a qualified Contractor to construct a new stormwater system, installation of drainage inlets, upgrade existing stormwater conduits, and restore roadways in the project area.

Submit one (1) original, two (2) copies along with one (1) electronic copy on a USB thumb drive copies of this form to
City of Boynton Beach, Florida, Procurement Services,
3301 Quantum Boulevard, Suite 101 Boynton Beach, Florida 33426

Submitted By: _____ Date: _____
(BIDDER)

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 Contract with the CITY to perform and furnish all WORK as specified herein for the Contract Price and within the Contract Period indicated in this Bid.

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
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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 lump sum 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.

[Remainder of this page left blank intentionally]

NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS
BID No. 007-2821-19/TP
SCHEDULE OF BID ITEMS

ITEM NO	SC01025 Section	DESCRIPTION	EST QTY	UNIT	UNIT COST	VALUE
GENERAL						
1	1.11.B	Mobilization/Demobilization, Bonds, Insurance & General Requirements. Contractor shall be limited to a maximum of eight percent (8%) of the total bid price	1	LS	$	$
2	1.11.C	Maintenance of Traffic	1	LS	$	$
3	1.11.D	As-built Record Drawings	1	LS	$	$
4	1.11.E	Professional Audio/Video of Construction Site	1	LS	$	$
5	1.11.F	Indemnification	1	LS	$25.00	$25.00
6	1.11.G	Erosion Control Plan	1	LS		
ROADWAY						
7	1.11.H	Trench Repair	392	LF	$	$
CONSTRUCTION						
8	1.11.I	Dewatering	1	LS	$	$
9	1.11.J	Removal of Existing Drainage Structures	3	EA	$	$
10	1.11.K	Removal of Existing 15” and 18” Piping	125	LF	$	$
11	1.11.L	S-1. Furnish and Install Type C Inlet (FDOT), Including Grate and Appurtenances	1	EA	$	$
12	1.11.L	S-2, S-3, S-4. Furnish and Install Storm Manhole (MH) (FDOT), Including Cover and Appurtenances	3	EA	$	$

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

ITEM NO	SC01025 Section	DESCRIPTION	EST QTY	UNIT	UNIT COST	VALUE
13	1.11.M	Furnish and Install 15” RCP Pipe	266	LF	$	$
14	1.11.M	Furnish and Install 18” RCP Pipe	43	LF	$	$
15	1.11.M	Furnish and Install 24” RCP Pipe	83	LF	$	$
MISCELLANEOUS						
16	1.11.N	Over-Excavation and Disposal of Unsuitable Material	907	CY	$	$
17	1.11.O	Imported and Placed Backfill Material	726	CY	$	$
18	1.11.P	Flowable Fill	140	CY	$	$
19	1.11.Q	Sod and Miscellaneous Restoration	1	LS	$	$
					TOTAL BID PRICE (In Numbers)	**$_____**
TOTAL BID PRICE (In Words): _____						

(Amounts are to be shown in both figures and words. In case of discrepancies, the amount shown in words will govern for each bid item, unit price and total bid. Extended unit price shall prevail over total price for bid items based upon unit price.)

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

5. BIDDER agrees that the WORK will be substantially completed within **_120_** consecutive calendar days after the receipt of the Notice to Proceed and final completion will occur within **_30__** consecutive calendar days after the Notice of Substantial Completion.

6. BIDDER accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the WORK on time.

7. Communications concerning this Bid shall be as follows:

Contact Person _____

Business Address _____

City, State, Zip Code _____

Business Phone Number _____

Email Address _____

Cell Phone Number _____

8. Other pertinent information is as follows:

License Number
(Please Attach Copy) _____

Federal Tax ID# _____

Federal Employment ID # _____

Submitted on this _____ day of _____, 20___.

a. (If an individual, partnership, or non-incorporated organization)

Signature of
BIDDER _____

By _____

b. (If a corporation)

(Affix Seal) Signature of BIDDER _____

By _____

Attested by
Secretary _____

Incorporated under the laws of the State of _____.

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELIGILE FOR AWARD.

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

CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____ held on _____, 20 ___, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Corporation, is hereby authorized to execute the Bid Form dated _____, 20___, 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 ___ day of _____, 20___.

_____
Secretary

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

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BID BOND

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS, that _____

as Principal, and _____, as Surety, authorized to do business in the State of Florida are held and firmly bound unto the Owner, City of Boynton Beach in the penal sum of _____ Dollars ($_____) lawful money of the United States, for the payment of which sum will and truly to be made, we bond ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

(NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS)

NOW THEREFORE,

A. If the principal shall not withdraw such Bid within ninety (90) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to the principal for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bonds with goods and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

B. In the event of the withdrawal of such Bid within the period specified, or the failure to enter into such Contract and give such bonds within the time specified, if the principal shall pay the Owner the difference between the amount specified in such Bid and the amount for which the Owner may procure the required work and supplies, if the latter amount be in excess of the former then the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

C. This bond is given to comply with Section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05 (2), Florida Statutes.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this _____ day of _____, 20___, being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of is governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required).

(If Corporation, Secretary only will attest and affix seal).

PRINCIPAL:

_____
Name of Firm

WITNESS:

_____

_____ _____
Signature of Authorized Officer (affixed seal)

_____
Title

_____
Business Address

_____
City and State

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SURETY:

Corporate Surety

WITNESS:

Attorney-in-Fact (affix seal)

Business Address

City and State

Name of Local Insurance Agency

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CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the such Bid Bond on behalf of the Principal, was then _____ of such Corporation; that I know his signature, and his signature hereto is genuine; and that such bond was duly signed, sealed, and attested for and in behalf of such Corporation by authority of its governing body.

_____
Secretary (corporate seal)

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor for the Owner, the City of Boynton Beach.

CERTIFICATE AND AFFIDAVIT FOR BONDS

TO: CITY OF BOYNTON BEACH COMMISSIONERS

RE: Bid Number: 007-2821-19/TP

Bidder: _____

Name: _____

Address: _____

City/ State: _____ ZIP: _____

Phone: _____

Bond Amount: _____

SURETY BOND COMPANY:

Name: _____

Address: _____

City/ State: _____ ZIP: _____

Phone: _____

This is to certify that in accordance with Chapter 85-104, Laws of Florida (HB 1266) the insurer named above:

1. Holds a certificate of authority authorizing it to write surety bonds in the state of Florida;
2. Has twice the minimum surplus and capital required by the Florida Insurance Code; and
3. Holds a current valid certificate of authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

_____ _____

Date Agent and Attorney-in-Fact

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CHECK OFF LIST FOR CONSTRUCTION PROJECTS
REQUIRED SUBMITTAL FORMS AND DOCUMENTS

NAME OF PROJECT:	**NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS**
BID NO.: 007-2821-19/TP	
NAME OF CONTRACTOR:	
CONTRACTOR'S SIGNATURE:	
NAME/TITLE – PLEASE PRINT:	

ALL FORMS AND DOCUMENTS MUST BE COMPLETED, SIGNED, SEALED AND/OR NOTARIZED AND SUBMITTED WITH PROPOSAL IN ORDER FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

****ARRANGE SUBMITTAL IN THE FOLLOWING ORDER****

	FORM/ATTACHMENT DESCRIPTION	PAGE NO.	YES	NO	N/A
	BID FORM PAGES – ALL PAGES	All '242-248' Pages			
	BID BOND (5%)	249 – 253			
	CHECK OFF LIST FOR CONSTRUCTION PROJECTS	254			
	RECEIPT OF ADDENDUM				
	Acknowledgement of Addendum (if applicable, will be issued with addendum)	255			
	BIDDER ACKNOWLEDGEMENT	256			
	STATEMENT OF BIDDER'S QUALIFICATIONS & ATTACHMENTS	257 – 262			
	Additional sheets for any items as needed	Insert			
	Evidence of possession of required licenses.	Insert			
	Resumes	Insert			

FORM/ATTACHMENT DESCRIPTION	PAGE NO.	YES	NO	N/A
BIDDER'S SITE INSPECTION CONFIRMATION	263			
CONFIRMATION OF DRUG-FREE WORKPLACE	264			
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER	265			
ANTI-KICKBACK AFFIDAVIT	266			
TRENCH SAFETY ACT AFFIDAVIT	267			
SAFETY PROGRAM COMPLIANCE	268			
Current Safety Program Attachment per SPC-1	Insert			
WARRANTIES	269 – 270			
CONFIRMATION OF MINORITY OWNED BUSINESS	271			
Verification if applicable	Insert			
CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135	272 – 273			
SCHEDULE OF SUBCONTRACTORS	274			
PALM BEACH COUNTY INSPECTOR GENERAL ACKNOWLEDGEMENT	275			
LOCAL BUSINESS STATUS CERTIFICATION	276			
STATEMENT OF NO BID (if applicable)	277			
COMPUTER GENERATED HORIZONTAL BAR CHART – PROJECT SCHEDULE	Insert			
COPIES OF COMPLETE SUBMITTAL – **Original / two (2) copies with one (1) electronic copy on a USB thumb drive Required.**	Insert			

THIS FORM NEED NOT BE SUBMITTED. IT IS PROVIDED FOR BIDDER'S USE IN ASSURING COMPLIANCE WITH ALL REQUIRED DOCUMENTATION

A D D E N D A

CITY OF BOYNTON BEACH
FLORIDA

BID TITLE: **NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS**

BID NO.: 007-2821-19/TP
BIDDER:

DATE SUBMITTED:

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:

CITY OF BOYNTON BEACH

.

and having examined the project site (when indicated in these specifications to do so), 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

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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BIDDER ACKNOWLEDGEMENT

Submit Bids To: PROCUREMENT SERVICES
3301 Quantum Boulevard,
Suite 101
Boynton Beach, Florida 33426
Telephone: (561) 742-6322

Bid Title: **NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS**

Bid Number: **007-2821-19/TP**

Bid Due By: **DECEMBER 17, 2018, 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: **DECEMBER 17, 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 bid shall conform to applicable sections of the charter and codes of the City.

Name of Vendor: _____

Federal I.D. Number: _____

A Corporation of the State of: _____

Area Code: _____ Telephone Number: _____

Area Code: _____ FAX Number: _____

Mailing Address: _____

City/State/Zip: _____

_____

_____
Authorized Signature

E-mail: _____

_____
Name Typed

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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:

   _____

   _____

   _____

   _____

   _____

2. Number of years as a Contractor in this type of work: _____

3. Names and titles of all officers, partners or individuals doing business under trade name:

   _____ _____

   _____ _____

   _____ _____

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:

   _____

   _____

   _____

6. What is the last project of this nature that you have completed?

   _____

7. Have you ever failed to complete work awarded to you. If so, when, where and why?

   _____

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8. Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

_____

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	Contact Person:	Tel: Fax:
CM/GC No. 2	Contact Person:	Tel: Fax:

10. List three SIGNIFICANT PROJECTS completed within the past five years.

Project No. 1	Location:	Your $ Subcontract Amount:	$	Date Completed:
Contracting Agency:	Contact Person:		Tel: Fax:	
Project No. 2	Location:	Your $ Subcontract Amount:	$	Date Completed:
Contracting Agency:	Contact Person:		Tel: Fax:	
Project No. 3	Location:	Your $ Subcontract Amount:	$	Date Completed:
Contracting Agency:	Contact Person:		Tel: Fax:	

11. List three SIGNIFICANT PROJECTS currently under construction.

Project No. 1	Location:	Your $ Subcontract Amount:	$	Date Completed:
Contracting Agency:	Contact Person:		Tel: Fax:	
Project No. 2	Location:	Your $ Subcontract Amount:	$	Date Completed:
Contracting Agency:	Contact Person:		Tel: Fax:	
Project No. 3	Location:	Your $ Subcontract Amount:	$	Date Completed:
Contracting Agency:	Contact Person:		Tel: Fax:	

12. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

13. State the name and licensing of the individual who will have personal supervision of the WORK.

14. Will you sublet any part of this WORK? If so, give details.

15. What equipment do you own that is available for the WORK?

16. What equipment will you purchase for the proposed WORK?

17. What equipment will you rent for the proposed WORK?

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:

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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.

_____

_____

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.

_____

_____

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.

_____

_____

22. Bank References (include name, job title, and telephone number of contact person) – Minimum 1

_____

_____

23. Annual Average Services Revenue of the Proposer for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	
b.	Non-Governmental Related Work	
	Total Work (a +b):	

Services Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

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
_____	:	_____
_____	:	_____
_____	:	_____
_____	:	_____
_____	:	_____
_____	:	_____
_____	:	_____
_____	:	_____
_____	:	_____

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The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by CITY in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the CITY and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the CITY and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

By _____
(Signature)

Date _____

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BIDDER'S SITE INSPECTION CONFIRMATION

BID TITLE: **NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS**

BID NUMBER: 007-2821-19/TP DATE:

_____ as an authorized representative of:
(Print Name and Title of Representative)

_____ (hereinafter called the bidder) located at
(Print Name of Company)

_____ confirms that said
Company Address

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

_____ _____
SIGNATURE OF COMPANY REPRESENTATIVE NAMED ABOVE **DATE OF INSPECTION**

_____
CITY'S REPRESENTATIVE SIGNATURE FOR MANDATORY ONLY

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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

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
:
County of_____)

_____, being first duly sworn, deposes and says that:

1) He is _____ of _____,
(Title) (Name of Corporation or Firm)
the bidder that has submitted the attached bid:

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

3) 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 or any person interested in the proposed Contract; and

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

(Signed)_____

(Title)_____

Subscribed and sworn to before me

This _____ day of _____ , 20_____

My commission expires _____

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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 bid will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____
NAME - SIGNATURE

Sworn and subscribed before me
this _____ day of _____ , 20 _____

Printed Information:

_____
NAME

_____
TITLE

_____
NOTARY PUBLIC, State of Florida
at Large

_____
COMPANY

_____
"OFFICIAL NOTARY SEAL" STAMP

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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.

_____
Name of Proposer

_____
Authorized Signature of Proposer

*COMPLETION REQUIRES PROPOSERS TO FILL IN THE APPROPRIATE DETAILS UNDER THE FOLLOWING HEADINGS:

Description	Unit	Quantity	Unit Price	Extended Price	Method

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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

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

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 __ day of _____, 2018.

(SEAL) CONTRACTOR:

By _____

ATTEST:

_____
Secretary

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? _____ Yes _____ No

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

( ) AMERICAN INDIAN

( ) ASIAN

( ) BLACK

( ) HISPANIC

( ) WOMEN

( ) OTHER _____ (specify)

( ) NOT APPLICABLE

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

YES _____ NO _____

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

_____
Issuing Organization for Certification

_____
Date of Certification

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

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, _____, on behalf of _____ certify

Print Name and Title Company Name

that _____does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____	_____
COMPANY NAME	SIGNATURE
_____	_____
PRINT NAME	TITLE

BID No. 007-2821-19/TP
SCHEDULE OF SUB-CONTRACTORS

The Undersigned Bidder proposes the following major subcontractors for the major areas of work for the Project. The Bidder is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required.

Name and Address of Sub-Contractor	Scope of Work	License No.:	Contract Amount	Percentage (%) of Contract

Signature_____ Date:_____

Title/Company_____

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

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

PALM BEACH COUNTY INSPECTOR GENERAL ACKNOWLEDGMENT

BID NO.: 007-2821-19/TP

BID TITLE: NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS

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

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

_____
CONTRACTOR NAME

By_____

Title: _____

Date: _____

CITY OF BOYNTON BEACH
LOCAL BUSINESS STATUS CERTIFICATION

I, _____, the _____ of
(Name of officer of company) (Title of officer of company)

_____, located at _____,
(Name of Corporation/Company) (Business Address)

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

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

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

Print Name: _____ Signature: _____

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

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

Verified by: _____ **Date:** _____

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

STATEMENT OF NO BID

If you are not bidding on this service/commodity, please complete and return this form to: PROCUREMENT SERVICES, City of Boynton Beach, 3301 Quantum Boulevard, Suite 101 Boynton Beach, Florida 33426.

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the City of Boynton Beach.

COMPANY NAME: _____

ADDRESS: _____

_____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

WE, the undersigned have declined to respond to your Bid No. **007-2821-19/TP** for **NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS** because of the following reasons:

_____ Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)

_____ Insufficient time to respond to the Invitation

_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Specifications unclear (explain below)

_____ Other (specify below)

REMARKS: _____

_____

IF YOU ARE NOT SUBMITTING A BID, PLEASE COMPLETE FORM AND RETURN TO PROCUREMENT SERVICES

ATTACHMENT "B"

DRAFT

CONTRACT AGREEMENT

NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS

CONSTRUCTION CONTRACT

THIS AGREEMENT is entered into between the CITY OF BOYNTON BEACH, a municipal corporation, hereinafter referred to as "CITY", and _____, a corporation____ partnership_____ sole proprietor_____ 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: NEW PALM WAY AND LAKE STREET STORMWATER IMPROVEMENTS, Invitation to Bid #007-2821-19/TP.

Article 2. CONSULTANT.

City of Boynton Beach.("CONSULTANT") has designed the Project and will assume all duties and responsibilities and will have the rights and authority assigned to CONSULTANT in connection with completion of the WORK in accordance with the Contract Documents.

Article 3. CONTRACT TIME; LIQUIDATED DAMAGES.

3.1 The WORK will be substantially completed within **120** 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.

3.2 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, __**TBD**_____ Dollars ($_____) 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 ___**TBD**_____ Dollars ($_____) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. 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 5. 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.

5.1 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.

5.2 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.

5.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 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 6. 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 7. CONTRACT DOCUMENTS.

The Documents hereinafter listed shall form the Contract and they are as fully a part of the Contract as if attached hereto:

7.1 Invitation to Bid

7.2 Instructions to Bidders

7.3 Bid Forms (including the Bid, Bid Schedule(s), Information Required of Bidder, Approved Bid Bond, and all required certificates, affidavits and other documentation)

7.4 Contract

7.5 Contractor's Performance and Payment Bond

7.6 General Conditions

7.7 Special Conditions

7.8 Technical Specifications

7.9 Drawings entitled: Cover, _____

7.10 Addendum No. 1 Dated _____.

ARTICLE 8. 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: Juan Cuertas, Assoc. Engineer
124 E. Woolbright Road
Boynton Beach, FL 33435
Tel (561) 742 - 6437

Copy to: Procurement Services
Attn: Director of Finance
City of Boynton Beach
3301 Quantum Boulevard, Suite 101
Boynton Beach FL 33425
Tel (561) 742-6322
Fax (561) 742-6316

And if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR
ADDRESS
CITY/STATE/ZIP
Attn:
Tel:
Fax:

Article 9. 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 10. 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 11. 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:

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

11.2 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;

11.3 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,

11.4 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.

11.5 **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)
3301 QUANTUM BOULEVARD
SUITE 101
BOYNTON BEACH, FLORIDA, 33426
561-742-6061
PYLEJ@BBFL.US

Article 11. SCRUTINIZED COMPANIES 287.135 and 215.473.

By submission of this Bid, Proposer certifies that Proposer is not participating in a boycott of Israel. Proposer further certifies that Proposer is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Solicitation responses of $1 million or more must include the attached Scrutinized Companies form to certify that the Proposer is not on either of those lists

Article 12. MISCELLANEOUS.

12.1 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.

12.2 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 "C"

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.

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

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/5/2019

REQUESTED ACTION BY COMMISSION:
PROPOSED ORDINANCE NO.19-004 - SECOND READING - Approve Boynton Beach Mall Future Land Use Map Amendment from Development of Regional Impact (DRI) to Mixed Use Low (MXL). Applicant: City-initiated. ***(TBD upon return with State approval)***

PROPOSED ORDINANCE NO.19-005 - SECOND READING - Approve the Comprehensive Plan's Future Land Use Element text amendment to delete the Boynton Beach Mall DRI from the list of DRI-classified sites. Applicant: City-initiated. ***(TBD upon return with State approval)***

EXPLANATION OF REQUEST:
The Boynton Beach Mall encompasses approximately 108 acres and currently has six owners. The four parcels that constitute the largest part of the area are owned by Washington Prime Group (Boynton Beach Mall LLC). Other property owners include Macy's Florida Stores, Regional Enterprises, Dillard's, Istar Florida 2015 Cinemas and Christ Fellowship Church.

The Mall's main, single-story structure houses the anchor retail tenants of Macy's, Dillards, JCPenney and Sears as well as the Christ Fellowship Church. The other two buildings are the Cinemark Boynton Beach movie theater and Sears Auto Center.

The proposed future land use amendment, changing the Mall's future land use classification from Development of Regional Impact (DRI) to Mixed Use Low (MXL), has been initiated by City staff in preparation for the site's future redevelopment. (Note that the pine preserve, a part of the original DRI, will retain its Recreational classification.) While the redevelopment will likely proceed in phases and involve site planning for each, the rezoning will be processed concurrently with a master plan for the entire site. There is at present no master plan application. The subject FLUM amendment is accompanied by the concurrently processed amendment to the Comprehensive Plan's Future Land Use Element (CPTA 19-001), which eliminates the Boynton Beach Mall DRI from the list of DRI-classified sites.

Since the size of the property under consideration exceeds ten acres, both the proposed FLUM amendment and the concurrent text amendments to the Future Land Use Element are subject to the Expedited State Review Process per provisions of Chapter 163.3184(3) and (5), Florida Statutes. If the Commission approves the proposed amendments, they will be transmitted for review to the Florida Department of Economic Opportunity (DEO), the state land planning agency. The final adoption by the City Commission is tentatively planned for April 2019.

There are several factors contributing to the need for the proposed amendment:

<u>Development order for Boynton Beach Mall DRI expired.</u>

The Future Land Use Element's definition of the DRI future land use for the Mall includes minimum and maximum intensity of retail/commercial development measured in square feet of gross leasable space as approved by the DRI development order. Since the subject development order expired, this definition no longer has actionable meaning and will be eliminated. Concurrently, the Mall would be assigned a new FLU of Mixed Use Low.

Enclosed mall as model for a shopping center is becoming obsolete. Closures of traditional enclosed malls in the U.S. have been reported for over a decade. Some of these malls are able to reinvent themselves to become "lifestyle shopping" mixed use projects or outlet centers, some are redeveloped as health or conference facilities, and some have accommodated nontraditional tenants such as churches and schools.

The proposed Mixed Use Low FLU reclassification (and subsequent rezoning) will provide flexibility in both uses and design to allow the Mall to "reinvent" itself. The variety of options MXL offers is crucial to the successful redevelopment of the property and the continued success of the entire Congress Avenue commercial hub.

The Mall's current zoning is not conducive for redevelopment
The Mall's current zoning is C-3, Community Commercial, a conventional zoning district under the Local Retail Commercial (LRC) future land use. Neither provides appropriate framework for creativity and flexibility in design that the property needs to be successfully redeveloped.

Mall redevelopment is included in City's strategic plans
The City's *Strategic Plan 2018-2022* lists the Mall's redevelopment as item #18 in the portfolio of strategic projects starting FY2018-2019. The document notes that the redevelopment of the Mall site will be part of a future planning effort embracing an area tentatively referred to as the Congress Avenue Corridor District.

Lastly, the need for improvements/redevelopment of the Mall was also recognized by the City's *2016-2021 Economic Development Strategic Plan* (Goal 4, Objective 4.2).

The Planning and Development Board recommended approval of the subject requests on December 17, 2018.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? No significant impact on either programs or services

FISCAL IMPACT:
No impact at this time, but future redevelopment of the Mall will contribute to the City's tax base**.**

ALTERNATIVES: None recommended

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:
Mall redevelopment listed as item #18 in the portfolio of strategic projects starting FY1018-2019 (*Strategic Plan 2018-2022).*

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:
N/A

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Ordinance	Ordinance approving Boynton Mall Land Use Amendment
Ordinance	Ordrinance Removing Boynton Mall from DRI
Staff Report	BB MALL LUAR 19-002 and CPTA 19-001
Location Map	EXHIBIT A1. BB MALL Ownership
Location Map	EXHIBIT A2. BB MALL Aerial
Location Map	EXHIBIT B. BB MALL Current FLU
Amendment	EXHIBIT C. BB MALL Proposed FLU
Location Map	EXHIBIT D. BB MALL Current Zoning
Amendment	EXHIBIT E. BB MALL FLU Text Amendment

ORDINANCE NO. 19-

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE 89-38 BY AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR PROPERTY COMMONLY KNOWN AS BOYNTON BEACH MALL AND DESCRIBED HEREIN, OWNED BY WASHINGTON PRIME GROUP, LLC. AND OTHERS, CHANGING THE LAND USE DESIGNATION FROM DEVELOPMENT OF REGIONAL IMPACT (DRI) TO: MIXED USE LOW (MXL); PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida has adopted a City of Boynton Beach Comprehensive Plan and as part of said Plan a Future Land Use Element pursuant to Ordinance No. 89-38 and in accordance with the Local Government Comprehensive Planning Act; and

WHEREAS, the procedure for amendment of a Future Land Use Element of a Comprehensive Plan as set forth in Chapter 163, Florida Statutes, has been followed; and

WHEREAS, after two (2) public hearings the City Commission acting in its dual capacity as Local Planning Agency and City Commission finds that the amendment hereinafter set forth is consistent with the City's adopted Comprehensive Plan and deems it in the best interest of the inhabitants of said City to amend the Future Land Use Element (designation) of the Comprehensive Plan as hereinafter provided.

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: Ordinance No. 89-38 of the City is hereby amended to reflect that the Future Land Use of the following described land:

PARCEL A
A TRACT OF LAND LOCATED IN SECTION 19, TOWNSHIP 45 SOUTH, RANGE 43 EAST, COUNTY OF PALM BEACH, FLORIDA, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 45 SOUTH, RANGE 43 EAST; THENCE N.0° 59'39"W. ALONG THE EAST LINE OF SECTION 19, A DISTANCE OF 1898.10 FEET TO A POINT; THENCE S.89° 00'21"W., A DISTANCE OF 60.00 FEET TO THE PRINCIPAL POINT AND PLACE OF BEGINNING OF THE FOLLOWING DESCRIPTION: THENCE S.88°05'26"W., A DISTANCE OF 846.73 FEET TO A POINT; THENCE S.43°32'54"W., A DISTANCE OF 57.02 FEET TO A POINT; THENCE S.0°59'39"E., A DISTANCE OF 258.27 FEET TO A POINT; THENCE S.16° 46'44.2"E., A DISTANCE OF 199.60 FEET TO A POINT; THENCE S.0°59'39"E., A DISTANCE OF 102.20 FEET TO A POINT; THENCE S.44°46'34"E., A DISTANCE OF 14.45 FEET TO A POINT ON THE NORTHERLY LINE OF BOYNTON WEST ROAD (FORMERLY OLD BOYNTON ROAD); THENCE N.89°46'34"W., ALONG SAID NORTHERLY LINE, A DISTANCE OF 101.03 FEET TO A POINT; THENCE N.0°59'39"W., A DISTANCE OF 146.55 FEET TO A POINT; THENCE N.45° 00'00"W., A DISTANCE OF 214.15 FEET TO A POINT; THENCE N.45°00'00"E., A DISTANCE OF 130.95 FEET TO A POINT; THENCE N.45°00'00"W., A DISTANCE OF 383.00 FEET TO A POINT; THENCE S.45°00'00"W., A DISTANCE OF 59.00 FEET TO A POINT; THENCE DUE WEST, A DISTANCE OF 597.51 FEET TO A POINT; THENCE S.45° 00'00"W., A DISTANCE OF 120.50 FEET TO A POINT; THENCE N.45°00'00"W., A DISTANCE OF 31.50 FEET TO A POINT; THENCE S.45°00'00"W., A DISTANCE OF 341.59 FEET TO A POINT; THENCE 14.58 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 256.00 FEET AND A CHORD OF 14.57 FEET, BEARING S.43°22'07.2"E. TO A POINT; THENCE S.45°00'00"E., A DISTANCE OF 212.13 FEET TO A POINT; THENCE 25.00 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 331.00 FEET AND A CHORD OF 24.99 FEET, BEARING S.47°09'49.5"E. TO A POINT; THENCE S.45°00'00"W., A DISTANCE OF 80.00 FEET TO A POINT; THENCE S.00°13'26"W., A DISTANCE OF 76.34 FEET TO A POINT ON THE NORTHERLY LINE OF BOYNTON WEST ROAD (FORMERLY OLD BOYNTON ROAD); THENCE N.89°46'34"W., ALONG SAID NORTHERLY LINE, A DISTANCE OF 384.27 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY LINE OF JAVERT STREET; THENCE N.0°51'51"W., ALONG SAID EASTERLY LINE, A DISTANCE OF 1228.05 FEET TO A POINT; THENCE S.87°58'21"W., A DISTANCE OF 20.01 FEET TO A POINT; THENCE N.0°51'51"W., A DISTANCE OF 85.00 FEET TO A POINT; THENCE N.87°58'21"E., A DISTANCE OF 20.01 FEET TO A POINT; THENCE N.0°51'51"W., A DISTANCE OF 1191.23 FEET TO A POINT; THENCE N.88°05'26"E., A DISTANCE OF 2171.99 FEET TO A POINT; THENCE S.0°59'39"E., A DISTANCE OF 472.86 FEET TO A POINT; THENCE N.88°05'26"E., A DISTANCE OF 328.87 FEET TO A POINT ON THE WESTERLY LINE OF CONGRESS AVENUE; THENCE S.0°59'39"E., ALONG SAID WESTERLY LINE, A DISTANCE OF 130.01 FEET TO A POINT; THENCE N.46° 27'06"W., A DISTANCE OF 56.11 FEET TO A POINT; THENCE S.88°05'26"W., A DISTANCE OF 430.00 FEET TO A POINT; THENCE S.0°59'39"E., A DISTANCE OF 609.99 FEET TO A POINT; THENCE N.88°05'26"E., A DISTANCE OF 430.00 FEET TO A POINT; THENCE N.43°32'54"E., A DISTANCE OF 57.02 FEET TO A POINT ON THE WESTERLY LINE OF CONGRESS AVENUE; THENCE S.0°59'39"E., ALONG SAID WESTERLY LINE, A DISTANCE OF 170.01 FEET TO A POINT; THENCE N.46°27'06"W., A DISTANCE OF 56.11 FEET TO A POINT; THENCE S.88°05'26"W., A DISTANCE OF 608.00 FEET TO A POINT; THENCE S.0°59'39"E., A DISTANCE OF 230.00 FEET TO A POINT; THENCE N.88° 05'26"E., A DISTANCE OF 340.00 FEET TO A POINT; THENCE S.0°59'39"E., A DISTANCE OF 150.00 FEET TO A POINT; THENCE S.88°05'26"W., A DISTANCE OF 340.00 FEET TO A POINT; THENCE S.0°59'39"E., A DISTANCE OF 229.99 FEET TO A POINT; THENCE N.88°05'26"E., A DISTANCE OF 608.00 FEET TO A POINT; THENCE N.43° 32'54"E., A DISTANCE OF 57.02 FEET TO A POINT ON THE WESTERLY LINE OF CONGRESS AVENUE; THENCE S.0° 59'390"E., ALONG SAID WESTERLY LINE, A DISTANCE OF 130.01 FEET TO THE PRINCIPAL POINT AND PLACE OF BEGINNING, TOGETHER WITH THE FOLLOWING FIVE (5) PARCELS:

1. (DILLARDS SITE):
A TRACT OF LAND LOCATED IN SECTION 19, TOWNSHIP 45 SOUTH, RANGE 43 EAST, COUNTY OF PALM BEACH, FLORIDA AND FURTHER DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 45 SOUTH, RANGE 43 EAST; THENCE N.0° 59'39"W., ALONG THE EAST LINE OF SAID SECTION 19, A

DISTANCE OF 1262.20 FEET TO A POINT; THENCE N.89°46'34"W., A DISTANCE OF 60.01 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF CONGRESS AVENUE WITH THE NORTHERLY RIGHT OF WAY OF BOYNTON WEST ROAD (FORMERLY OLD BOYNTON ROAD); THENCE N.89°46'34"W., ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF BOYNTON WEST ROAD, A DISTANCE OF 2175.25 FEET TO A POINT; THENCE 164.62 FEET ALONG A CURVE TO THE RIGHT, SAID CURVE BEING THE CENTERLINE OF MALL ENTRANCE "A", HAVING A RADIUS OF 210.65 FEET, AND A CHORD OF 160.46 FEET, BEARING N.22°36'43"E., TO A POINT, SAID POINT BEING THE INTERSECTION OF THE CENTERLINE OF ENTRANCE "A" AND THE CENTERLINE OF THE MALL PERIPHERAL ROAD; THENCE N.45°00'00"W., ALONG SAID CENTERLINE OF THE MALL PERIPHERAL ROAD, A DISTANCE OF 185.86 FEET TO A POINT; THENCE CONTINUING ALONG SAID PERIPHERAL ROAD CENTERLINE, 214.15 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 278.00 FEET AND A CHORD OF 208.89 FEET, BEARING N.22°55'56"W. TO A POINT; THENCE CONTINUING ALONG SAID PERIPHERAL ROAD CENTERLINE, N.0°51'51"W., A DISTANCE OF 562.94 FEET TO A POINT; THENCE N.89°08'09"E., A DISTANCE OF 17.50 FEET TO THE PRINCIPAL POINT AND PLACE OF BEGINNING OF THE FOLLOWING DESCRIPTION:

THENCE DUE EAST, A DISTANCE OF 453.76 FEET TO A POINT; THENCE DUE SOUTH, A DISTANCE OF 52.50 FEET TO A POINT; THENCE DUE EAST, A DISTANCE OF 102.74 FEET TO A POINT; THENCE DUE SOUTH, A DISTANCE OF 272.00 FEET TO A POINT; THENCE DUE WEST, A DISTANCE OF 82.84 FEET TO A POINT; THENCE S.45°00'00"W., A DISTANCE OF 206.53 FEET TO A POINT; THENCE N.45°00'00"W., A DISTANCE OF 30.50 FEET TO A POINT; THENCE S.45°00'00"W., A DISTANCE OF 356.00 FEET TO A POINT; THENCE 151.99 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 256.00 FEET AND A CHORD OF 149.68 FEET, BEARING N.17°51'43.4"W. TO A POINT; THENCE N.0°51'51"W., A DISTANCE OF 558.30 FEET TO THE PRINCIPAL POINT AND PLACE OF BEGINNING AND CONTAINING 6.12 ACRES OF LAND, MORE OR LESS, TOGETHER WITH.

2. (CHRIST FELLOWSHIP CHURCH):
A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 19; THENCE N.87°58'21"E., A DISTANCE OF 20.000 FEET TO A POINT; THENCE N.0°51'51"W., A DISTANCE OF 35.00 FEET TO A POINT; THENCE N.87°58'21"E., A DISTANCE OF 20.01 FEET TO A POINT; THENCE N.0°51'51"W., A DISTANCE OF 78.33 FEET TO A POINT; THENCE N.89° 08'09"E., A DISTANCE OF 168.29 FEET TO THE PRINCIPAL POINT AND PLACE OF BEGINNING OF THE FOLLOWING DESCRIPTION:
THENCE N.25°14'17"E., A DISTANCE OF 254.35 FEET TO A POINT; THENCE N.0°53'26"W., A DISTANCE OF 357.40 FEET TO A POINT; THENCE 32°13'52"E., A DISTANCE OF 12.14 FEET TO A POINT; THENCE DUE EAST, A DISTANCE OF 141.50 FEET TO A POINT; THENCE DUE NORTH, A DISTANCE OF 33.37 FEET TO A POINT; THENCE DUE EAST, A DISTANCE OF 257.34 FEET TO A POINT; THENCE DUE SOUTH, A DISTANCE OF 194.18 FEET TO A POINT; THENCE DUE EAST, A DISTANCE OF 80.00 FEET TO A POINT; THENCE S.0°00'30"W., A DISTANCE OF 275.55 FEET TO A POINT; THENCE N.89°58'24"W., A DISTANCE OF 123.07 FEET TO A POINT; THENCE S.0° 01'36"W., A DISTANCE OF 201.00 FEET TO A POINT; THENCE DUE WEST, A DISTANCE OF 177.03 FEET TO A POINT; THENCE DUE SOUTH, A DISTANCE OF 62.83 FEET TO A POINT; THENCE DUE WEST, A DISTANCE OF 265.55 FEET TO A POINT; THENCE N.23°58'07"W., A DISTANCE OF 55.20 FEET TO A POINT; THENCE DUE NORTH, A DISTANCE OF 52.00 FEET TO THE PRINCIPAL POINT AND THE PLACE OF BEGINNING AND CONTAINING 7.16 ACRES OF LAND, MORE OR LESS, TOGETHER WITH.

3. (THEATER SITE):

A TRACT OF LAND LOCATED IN SECTION 19, TOWNSHIP 45 SOUTH, RANGE 43 EAST, COUNTY OF PALM BEACH, FLORIDA AND FURTHER DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 45 SOUTH, RANGE 43 EAST; THENCE N.00° 59'39"W. ALONG THE EAST LINE OF SAID SECTION 19, A DISTANCE OF 2643.10 FEET TO A POINT; THENCE S.89°00'21"W., A DISTANCE OF 60.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CONGRESS AVENUE; THENCE S.88°05'26"W. ALONG THE CENTERLINE OF MALL ENTRANCE ROAD "D", A DISTANCE OF 850.00 FEET TO A POINT, SAID POINT BEING THE INTERSECTION OF THE CENTERLINE OF MALL ENTRANCE ROAD "D" AND THE CENTERLINE OF THE MALL PERIPHERAL ROAD; THENCE S.00°59'39"E., ALONG THE SAID CENTERLINE OF THE MALL PERIPHERAL ROAD, A DISTANCE OF 189.01 FEET TO A POINT; THENCE S.89°00'21"W., A DISTANCE OF 22.00 FEET; THENCE N.0°59'39"W., A DISTANCE OF 828.34 FEET TO THE POINT OF BEGINNING; THENCE S.0° 59'39"E., A DISTANCE OF 448.19 FEET TO THE POINT OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 25.00 FEET AND A CHORD DISTANCE OF 35.66 FEET BEARING OF S.44°30'10"W.; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°59'38" FOR A DISTANCE OF 39.70 FEET; THENCE DUE WEST, A DISTANCE OF 215.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET AND CHORD DISTANCE OF 35.36 FEET BEARING N.45° 00'00"W., THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CIRCULAR CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR A DISTANCE OF 39.27 FEET; THENCE DUE NORTH, A DISTANCE OF 172.39 FEET; THENCE DUE WEST, A DISTANCE OF 30.10 FEET; THENCE DUE NORTH, A DISTANCE OF 109.10 FEET; THENCE DUE EAST 30.10 FEET; THENCE DUE NORTH, A DISTANCE OF 180.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 20.00 FEET AND A CHORD DISTANCE OF 15.39 FEET BEARING N.22° 38'04"E., THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°16'09" FOR A DISTANCE OF 15.80 FEET' THENCE N.45°16'09"E., A DISTANCE OF 4.62 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 18.00 FEET AND A CHORD DISTANCE OF 24.03 FEET BEARING N.87°08'14"E.; THENCE RUN ALONG THE ARC OF SAID CIRCULAR CURVE THROUGH A CENTRAL ANGLE OF 83°44'10" FOR A DISTANCE OF 26.31 FEET TO THE POINT OF REVERSE CURVE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 39.15 FEET AND A CHORD DISTANCE OF 26.14 FEET BEARING S.70° 29'50"E.; THENCE RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°00'19" FOR A DISTANCE OF 26.65 FEET; THENCE S.89°59'59"E., A DISTANCE OF 198.62 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 281.00 FEET AND A CHORD DISTANCE OF 23.62 FEET BEARING S.3°24'10"E.; THENCE RUN ALONG THE ARC OF SAID CIRCULAR CURVE THROUGH A CENTRAL ANGLE OF 4° 49'02" FOR A DISTANCE OF 23.63 FEET TO THE POINT OF BEGINNING. CONTAINING 3.065 ACRES MORE OF LESS, TOGETHER WITH.

4. (PARCEL B):
NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL A ABOVE, CREATED BY AND MORE PARTICULARLY DESCRIBED IN THE EASEMENT AND OPERATING AGREEMENT BY AND AMONG FEDERATED DEPARTMENT STORES, INC, ASSOCIATED DRY GOODS CORPORATION, MACY'S NEW YORK, INC. AND BOYNTON-JCP ASSOCIATES, LTD., RECORDED IN OFFICIAL RECORDS BOOK 4379, PAGE 334; AS ASSIGNED BY MACY'S NEW YORK, INC. TO MACY'S ATLANTA, INC. BY THE ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 5875, PAGE 752; AS ASSIGNED BY ASSOCIATED DRY GOODS CORPORATION TO MERVYN'S BY THE ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 6719, PAGE 867; AS MODIFIED BY THE FIRST AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 8852, PAGE 1598; AS ASSIGNED BY MERVYN'S TO DILLARD DEPARTMENT STORES, INC. BY THE ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK

9751, PAGE 1807; AS ASSIGNED BY MACY'S PRIMARY REAL ESTATE, INC. TO MACY'S EAST, INC., BY THE ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 11259, PAGE 1885; AS MODIFIED BY THE SECOND AMENDMENT RECORDED IN OFFICIAL RECORDS BOOK 13121, PAGE 1747; AND AS ASSIGNED BY MACY'S EAST, INC. TO BOYNTON-JCP ASSOCIATES, LTD. BY THE ASSIGNMENT AND ASSUMPTION OF REA RECORDED IN OFFICIAL RECORDS BOOK 18077, PAGE 1413, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH.

5. (MACY'S SITE):
A TRACT OF LAND LOCATED IN SECTION 19, TOWNSHIP 45 SOUTH, RANGE 43 EAST, COUNTY OF PALM BEACH, FLORIDA, AND FURTHER DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 45 SOUTH, RANGE 43 EAST; THENCE N.00°59'39"W., ALONG THE EAST LINE OF SAID SECTION 19, A DISTANCE OF 1,262.20 FEET TO A POINT; THENCE N.89°46'34"W., A DISTANCE OF 60.01 FEET TO THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF CONGRESS AVENUE WITH THE NORTHERLY RIGHT OF WAY LINE OF BOYNTON WEST ROAD (FORMERLY OLD BOYNTON ROAD); THENCE N.89°46'34"W., ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF BOYNTON WEST ROAD, A DISTANCE OF 923.56 FEET TO THE PRINCIPAL POINT AND PLACE OF BEGINNING OF THE FOLLOWING DESCRIPTION:
THENCE CONTINUING N.89°46'34"W., ALONG THE SAID NORTHERLY RIGHT OF WAY LINE OF BOYNTON WEST ROAD, A DISTANCE OF 1,198.98 FEET TO A POINT; THENCE N.00°13'26"E., A DISTANCE OF 76.34 FEET TO A POINT; THENCE N.45°00'00"E., A DISTANCE OF 80.00 FEET TO A POINT; THENCE 25.00 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 331.00 FEET AND A CHORD OF 24.99 FEET BEARING N.47°09'49.5"W., TO A POINT; THENCE N.45°00'00"W., A DISTANCE OF 212.13 FEET TO A POINT; THENCE 14.58 FEET HAVING A CURVE TO THE RIGHT, HAVING A RADIUS OF 256.00 FEET AND A CHORD OF 14.57 FEET BEARING N.43°22'07.2"W., TO A POINT; THENCE N.45°00'00"E., A DISTANCE OF 341.59 FEET TO A POINT; THENCE S.45°00'00"E., A DISTANCE OF 31.50 FEET TO A POINT; THENCE N.45°00'00"E., A DISTANCE OF 120.50 FEET TO A POINT; THENCE DUE EAST, A DISTANCE OF 597.51 FEET TO A POINT; THENCE N.45°00'00"E., A DISTANCE OF 59.00 FEET TO A POINT; THENCE S.45°00'00"E., A DISTANCE OF 383.00 FEET TO A POINT; THENCE S.45°00'00"W., A DISTANCE OF 130.95 FEET TO A POINT; THENCE S.45°00'00"E., A DISTANCE OF 214.15 FEET TO A POINT; THENCE S.0°59'39"E., A DISTANCE OF 146.55 FEET TO THE PRINCIPAL PLACE OF BEGINNING AND CONTAINING 15.41 ACRES OF LAND, MORE OR LESS.

LESS AND EXCEPT:
A TRACT OF LAND LOCATED IN SECTION 19, TOWNSHIP 45 SOUTH, RANGE 43 EAST, COUNTY OF PALM BEACH, FLORIDA, AND FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT THE CENTER OF SAID SECTION 19; THENCE N.87°58'21"E., ALONG THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 19, A DISTANCE OF 20.00 FEET; THENCE N.0°51'51"W., ALONG A LINE 20.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER (N.E.1/4) OF SAID SECTION 19, A DISTANCE OF 35.00 FEET; THENCE N.87°58'21"E., A DISTANCE OF 20.01 FEET TO THE PRINCIPAL POINT OF BEGINNING; THENCE CONTINUE N.87°58'21"E., A DISTANCE OF 35.64 FEET; THENCE N.25°14'17"E., A DISTANCE OF 362.64 FEET; THENCE N.0°53'26"W., A DISTANCE OF 362.94 FEET; THENCE N.32°13'52"E., A DISTANCE OF 315.12 FEET; THENCE N.0°01'27"E., A DISTANCE OF 244.69 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF THE BOYNTON CANAL; THENCE S.88°05'26"W., ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 370.95 FEET TO A POINT ON A LINE 40.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER (N.E.1/4) OF SAID SECTION 19; THENCE S.0°51'51"E., ALONG SAID PARALLEL LINE, A DISTANCE OF 1191.23 FEET TO THE PRINCIPAL POINT OF BEGINNING AND CONTAINING 6.24 ACRES OF LAND MORE OR LESS.

is amended from Development of Regional Impact (DRI) to: **MIXED USE LOW (MXL).**

Section 3: This Ordinance shall take effect on adoption, subject to the review, challenge, or appeal provisions provided by the Florida Local Government Comprehensive Planning and Land Development Regulation Act. No party shall be vested of any right by virtue of the adoption of this Ordinance until all statutory required review is complete and all legal challenges, including appeals, are exhausted. In the event that the effective date is established by state law or special act, the provisions of state act shall control.

FIRST READING this _____ day of _____, 2019.

SECOND, FINAL READING and PASSAGE this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

ORDINANCE NO. 19 -

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA APPROVING AN AMENDMENT TO POLICY 1.3.1 b "DEVELOPMENT OF REGIONAL IMPACT (DRI)" OF THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN TO DELETE THE BOYNTON BEACH MALL DRI FROM THE LIST OF DRI-CLASSIFIED SITES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida ("City") has adopted a Comprehensive Plan, and as part of said plan, adopted Policy 1.3.1, pursuant to Ordinance 89-38 in accordance with the Local Government Comprehensive Planning Act; and

WHEREAS, the proposed future land use amendment, changing the Mall's future land use classification from Development of Regional Impact (DRI) to Mixed Use Low (MXL), has been initiated by City staff in preparation for the site's future redevelopment and requires an amendment to the above reference policies of the Future Land Use Element of the Comprehensive Plan removing the Boynton Beach Mall DRI from the list of DRI-classified sites; and

WHEREAS, after public hearing, the City Commission deems it to be in the best interest of the inhabitants of the City to amend the text of the City's Comprehensive Plan by amending Policy 1.3.1b as provided herein; and

WHEREAS, the City Commission finds that the adoptions of these Comprehensive Plan Amendments are in the best interest of the health, safety and welfare of the citizens and residents of the City of Boynton Beach.

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 are now ratified and confirmed by the City Commission.

Section 2. That the Comprehensive Plan, Policy 1.3.1(b), is hereby amended by adding the words and figures in underlined type and by deleting the words and figures in struck-through type, as follows:

Policy 1.3.1 b Development of Regional Impact (DRI)

…

Consistent with the Renaissance Commons DRI Development Order, the approved land uses and intensities shall be as follow:

Land Use	**Minimum-Maximum Intensity**		
High density Residential	1,085 du	to	2,016 du
Office Commercial	173,460 sf	to	322,140 sf
Local Retail/General Commercial	149,100 sf	to	276,900 sf

Traffic generation for the Renaissance Commons DRI shall not exceed 1,634 p.m. peak hour trips (For compliance with Article 12, Traffic Performance Standards of the Palm Beach County Unified Land Development Code).

2. ~~**The Boynton Beach Mall Development of Regional Impact (DRI),** approved in Palm Beach County by resolution R-74-343, and most recently amended by City of Boynton Beach Resolution 05-049, is a single use retail mall.~~

~~Consistent with the Boynton Beach Mall DRI Development Order, the approved land use and intensity shall be as follow:~~

~~**Land Use**~~	~~**Minimum-Maximum Intensity**~~		
~~Local Retail Commercial~~	~~808,107 gla*~~	~~to~~	~~1,500,771 gla~~

~~*Gross Leasable Area~~

~~Traffic generation for the Boynton Beach Mall DRI shall not exceed 3,306 p.m. peak hour trips (For compliance with Article 12, Traffic Performance Standards of the Palm Beach County Unified Land Development Code) as approved in the ADA dated May 7, 1974.~~

3. The **Quantum Park (fka Boynton Beach Park of Commerce) Development of Regional Impact (DRI)** approved by City of Boynton Beach Ordinance 84-51, and most recently amended by Ordinance 12-001, is a mixed use project containing industrial, office, commercial, residential and governmental/institutional uses.

Consistent with the Quantum Park DRI Development Order, the approved land uses and intensities shall be as follows:

…

Section 4. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this Ordinance are hereby repealed.

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. The effective date of this plan amendment shall be: The date a final order is issued by the Department of Community Affairs finding the amendment to be in compliance in accordance with Chapter 163.3184, F.S.; or the date a final order is issued by the Administration Commission finding the amendment to be in compliance in accordance with Section 163.3184, F.S.

FIRST READING this ____ day of _____, 2019.
SECOND, FINAL READING AND PASSAGE this ___ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 18-064

STAFF REPORT

TO: Chair and Members
Planning and Development Board

THRU: Ed Breese
Planning and Zoning Administrator

FROM: Hanna Matras, Senior Planner

DATE: December 7, 2018

PROJECT: Boynton Beach Mall's Future Land Use Map Amendment (LUAR 19-002) and related Comprehensive Plan's Text Amendment (CPTA 19-001)

REQUEST: Approve Boynton Beach Mall Future Land Use Map Amendment from Development of Regional Impact (DRI) to Mixed Use Low (MXL) and the Comprehensive Plan's Future Land Use Element text amendment to delete the Boynton Beach Mall DRI from the list of DRI-classified sites. City-initiated.

PROJECT DESCRIPTION

Property Owners: Boynton Beach Mall, LLC (owned by Washington Prime Group, LLC)—four (4) parcels; remaining parcels owned by Macy's Florida Stores, LLC; Regional Enterprises, LLC; Dillard's, Inc.; Istar Florida 2015 Cinemas, LLC; and Christ Fellowship Church, Inc. (**Exhibit "A1**")

Applicant: City of Boynton Beach

Location: Area bounded by Boynton Canal on the north, Old Boynton Road on the south, developed commercial properties/Congress Avenue on the east, LWDD L-23 Canal on the northwest and Javert Street on the southwest (**Exhibit "A2"**)

Existing Land Use/ Zoning: Development of Regional Impact (DRI), **Exhibit "B"** / C-3, Community Commercial (**Exhibit "D"**);

Proposed Land Use/ Zoning: Mixed Use Low (MXL), **Exhibit "C"**) / No change in zoning

Acreage: +/- 108.30 acres

Adjacent Uses:

North: Right-of-way for Boynton Canal; farther to the northwest, a mobile home community Sand and Sea Village in the unincorporated Palm Beach County, classified HR-8 High Residential and zoned RS, Residential Single Family; to the northeast, Savanah Lakes Apartments, classified Medium Density Residential (MeDR) and zoned PUD, Planned Unit Development, and farther east, Courtyard By Mariott Boynton Beach Hotel, classified Local Retail Commercial (LRC) and zoned C-3, Community Commercial;

South: Right-of-way for Old Boynton Road, and farther south, Walmart and other developed commercial properties, classified Local Retail Commercial (LRC) and Office Commerical (OC) and zoned C-3, Community Commercial and C-1, Office Commercial;

East: Developed commercial office and retail properties, then right-of-way for Congress Avenue; farther east-northeast, developed commercial outparcels of the the mixed use development of Boynton Village, classified Mixed Use Low (MXL) and zoned SMU, Suburban Mixed Use; to the southeast, commercial development of Town Center, classified Local Retail Commercial (LRC) and zoned C-3, Community Commercial; and

West: To the southwest, right-of-way for Javert Street; farther west, developed single-family home subdivision of West Boynton in the unincorporated county, classified Medium Residential (MR) and zoned RS, Residential Single Family; to the northwest, LWDD L-23 Canal and then a pine preserve area, classified Recreational (R) and zoned REC, Recreation.

BACKGROUND

The Boynton Beach Mall (the Mall), an enclosed shopping center, is a Development of Regional Impact (DRI) pusuant to the provisions of Chapter 380.06 of the Florida Statutes. It was approved as a DRI by Palm Beach County through issuance of Development Order dated May 7, 1974 (Resolution No. 74-343). The Development Order included 10 (ten) impact-mitigating conditions, with 7 (seven) pertaining to road improvements/traffic circulation and a requirement that the pine area located in the northwest area of the site be preserved.

THE SITE

The Mall is bounded by Javert Street on the southwest, LWDD L-23 Canal on the northwest, North Congress Avenue on the east, Boynton Canal on the north and Old Boynton Road on the south. The four parcels owned by the Boynton Beach Mall LLC comprise the largest part of the area under consideration (the company also owns the pine preserve area, which will retain its current future land use of Recreational). The other property owners are Macy's Florida Stores, Regional Enterprises, Dillard's, Istar Florida 2015 Cinemas and Christ Fellowship Church.

The Mall's main, single-story structure houses the anchor retail tenants of Macy's, Dillards, JCPenney and Sears as well as the Christ Fellowship Church. The other two buildings are the Cinemark Boynton Beach movie theater and Sears Auto Center.

The current mall includes 1,074,939 sq. ft. GLA (gross leasable area) of retail and 79,500 sq.ft. GFA (gross floor area) of theater, for a total of 1,154,439 sq.ft..

THE BRIEF HISTORY OF THE MALL

- **1982**: The City annexes the property with the proposed development (Ordinance No. 82-38); adopts a development order for the Boynton Beach Mall permitting 1,108,000 GLA retail (consistent with the Palm Beach County's Resolution No. 74-343); approves Future Land Use amendment for the property from the Palm Beach County's Commercial Potential to the City's Local Retail (Ordinance No. 82-41) and rezoning from the County's CG General Commercial to the City's C-3 Community Commercial (Ordinance No. 82-44). Outparcels fronting North Congress Avenue are also annexed, and likewise reclassified/rezoned to the same categories.

- **1985:** The Mall opens on October 2nd.

- **1988:** The City annexes a 5.83 acre parcel included in the original DRI area as a pine preserve area (Ordinance No. 88-11), giving the property Recreational (R) future land use classification and REC (Recreation) zoning designation in 1991.

Amendments to the Boynton Beach Mall DRI Development Order (1989-2005)

- **1989**: Amendments allow for the increase of the retail GLA from 1,108,000 to 1,244,449 sq. ft. to accommodate addition of the Sears store **(Resolution No. 89-UUU, 12/19/89).**

  Amendments are appealed by the state planning agency (the former Department of Community Affairs) and the Treasure Coast Regional Planning Council for inadequate protection of the pine area, and deficiencies pertaining to drainage and mitigation of traffic impacts.

- **1991:** Amendments reflect settlement of the above mentioned appeal. The developer revises the site plan and agrees to preserve the native habitat in the area in perpetuity through Restrictive Covenants. Additional conditions include requirements pertaining to littoral zone planting design and management plan and hazardous materials management plan (**Resolution No. 91-37, 3/5/91**).

- **1996/1998:** Amendments extend the buildout date and include revisions to the transportation mitigation conditions (**Resolution No. 96-26, 2/20/96 and Resolution No. 98-123**).

- **2005:** Amendments provide for a conversion of 169,510 square feet of the existing retail GLA (through the demoliton of the Macy's store, which relocated to the former Burdines' space) to a 79,500 square foot multi-screen movie theater with 3,650 seats, and the addition of 17,528 of new retail space (**Resolution No. 05-049**). The overall square footage is reduced from 1,244,449 to 1,154,439.

Amendment to Boynton Beach Mall FLU with DRI as New FLU Category (2008)

In 2004, the City approved the amendment to the text of the Comprehensive Plan's Future Land Use Element establishing a Development of Regional Impact (DRI) as a future land use classification (Ordinance No. 04-012). The new DRI FLU category was a solution generated in collaboration with Florida Department of Community Affairs, the former state land planning agency; it addressed the absence of a mixed use classification applicable for property outside downtown area where such classification already existed. The DRI FLU was defined separately for the City's three (3) DRIs, using the density, intensity and traffic generation limits for each as approved in the respective DRI development orders.

Initially, the DRI FLU was only applied to one of the three sites, Motorola DRI, which redeveloped under the name of Renaissance Commons. The two remaining DRIs, Quantum and Boynton Beach Mall, were not reclassified till 2008, as a part of the state-mandated Evaluation and Appraisal (EAR)-based Comprehensive Plan text and map amendments (Ordinance No. 08-007).

The pine preserve—a part of the Boynton Beach Mall DRI—retained its Recreation (R) FLU category.

Expiration of Boynton Beach Mall DRI Development Order (2012)

The initial termination date of the Boynton Beach Mall DRI Development Order was set for December 31, 2010. However, prior to that date, in 2009, the mall owner requested and was granted a two (2) – year extension pursuant to the Community Renewal Act, a growth management law that intended, among other things, to assist local communities' economic recovery after the period of inactivity forced by the "Great Recession." Ultimately, the development order expired on December 12, 2012.

Purchase of Dillard's Property by Christ Fellowship Church (2012)

In December of 2012, Christ Fellowship Church (CFC) purchased one of the two Dillard's properties. The CFC became one of a growing number of churches locating in vacant or obsolete former commercial spaces such as malls and abandoned "big-box" buildings, taking advantage of lower cost of remodeling a vacant building rather than constructing a new facility.

Washington Prime Group Takes Over the Mall (2014)

In 2014, Simon Property Group, the Mall's owner, spun off their lower-tier mall assets, including the Boynton Beach property, to an entity known as Washington Prime Group.

THE PROPOSED ACTION AND THE PROCESS

This action—the future land use amendment changing the Mall's future land use classification from Development of Regional Impact (DRI) to Mixed Use Low (MXL)—has been initiated by City staff in preparation for the site's future redevelopment. While the redevelopment will likely proceed in phases and involve site planning for each, the rezoning will be processed concurrently with a master plan for the entire site. There is at present no master plan application.

The subject amendment to the Future Land Use Map (FLUM) is accompanied by the concurrently processed amendment to the Comprehensive Plan's Future Land Use Element (CPTA 19-001), which eliminates the Boynton Beach Mall DRI from the list of DRI-classified sites.

Since the size of the property under consideration exceeds ten acres, both the proposed FLUM amendment and the concurrent text amendments to the Future Land Use Element are subject to the Expedited State Review Process per provisions of Chapter 163.3184(3) and (5), Florida Statutes. If the Commission approves the proposed amendments, they will be transmitted for review to the Florida Department of Economic Opportunity (DEO), the state land planning agency. The final adoption by the City Commission is tentatively planned for April 2019.

REVIEW BASED ON CRITERIA

The following analysis adresses all the criteria for review of Comprehensive Plan Map amendments and rezonings listed in the Land Development Regulations, Chapter 2, Article II, Section 2.B.3 and Section 2.D.3.

a. Demonstration of Need. *A demonstration of need may be based upon changing conditions that represent a demand for the proposed land use classification and zoning district. Appropriate data and analysis that adequately substantiates the need for the proposed land use amendment and rezoning must be provided within the application.*

There are several factors contributing to the need for the proposed amendment:

- Development order for Boynton Beach Mall DRI expired.

The Future Land Use Element's definition of the DRI future land use for the Mall includes minimum and maximum intensity of retail/commercial development measured in square feet of gross leasable space as approved by the DRI development order. Since the subject development order expired, this definition no longer has actionable meaning and will be eliminated. Concurrently, the Mall would be assigned a new FLU of Mixed Use Low.

- Enclosed mall as model for a shopping center has become obsolete.

Boynton Beach Mall has been ailing for several years, as shown by the the Palm Beach County Property Appraiser's annual "Top Taxpayers" reports for the City. There was an especially sharp drop in appraised value of Boynton Mall LLC properties between 2016 and 2017—nearly $13 million, from $46,339,832 to $33,517,168, as the mall's anchors JC Penney and Sears continued to suffer declining sales.

Closures of traditional enclosed malls in the U.S. have been reported for over a decade. Some of these malls are able to reinvent themselves to become "lifestyle shopping" mixed use projects or outlet centers, some are redeveloped as health or conference facilities, and some have accommodated nontraditional tenants such as churches and schools. The *Outlook* section in the Cushman & Wakefield U.S. Shopping Center report for the first quarter of 2018 states: "*The gap will widen between mall classes (…). Class B will look at non-traditional mall tenants and innovation to survive* (…). *Closures of weakest malls and centers will ramp up in the second half of 2018. The reinvention of these dying malls as mixed use projects will gain momentum in 2019 and beyond*."

The proposed Mixed Use Low FLU reclassification (and subsequent rezoning) will provide flexibility in both uses and design to allow the Mall to "reinvent" itself. The variety of options MXL offers is crucial to the successful redevelopment of the property and the continued success of the entire Congress Avenue commercial hub.

- The Mall's current zoning is not conducive for redevelopment

The Mall's current zoning is C-3, Community Commercial, a conventional zoning district under the Local Retail Commercial (LRC) future land use. Neither provides appropriate framework for creativity and flexibility in design that the property needs to be successfully redeveloped.

- Mall redevelopment is included in City's strategic plans

The City's *Strategic Plan 2018-2022* lists the Mall's redevelopment as item #18 in the

portfolio of strategic projects starting FY2018-2019. The document notes that the redevelopment of the Mall site will be part of a future planning effort embracing an area tentatively referred to as the Congress Avenue Corridor District.

As expected, the need for improvements/redevelopment of the Mall was also recognized by the City's *2016-2021 Economic Development Strategic Plan* (Goal 4, Objective 4.2)

b. Consistency. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be consistent with the purpose and intent of, and promote, the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations.*

Consistency with Comprehensive Plan and strategic plans

The proposed FLUM amendment is consistent with the intent of several Comprehensive Plan Future Land Use Element policies, including:

Policy 1.3.1d *Mixed Use category shall provide for the vertical or horizontal mixing of land uses within a single site in order to allow development and redevelopment in specific geographic areas of the City that take maximum advantage of existing utility systems and services; and promote compact development, safe and pedestrian-friendly streets, and provide transportation choices.*

Policy 1.7.4 *By the end of 2017, the City shall evaluate a need for redevelopment plans for specific areas of the City that are not within the City's designated Community Redevelopment Area. If an evaluation determines such a need, the development of such plans shall be added to staff work program.*

Policy 1.8.2 *The City shall discourage urban sprawl by;*

A. Continuing to promote compact developments within the City's utility service areas, while requiring the maximization of all public services for each development in the most cost effective manner possible; and
B. Requiring, in all future development and redevelopment in the City, land use patterns that are non-strip in nature and demonstrate the ability to attract and encourage a functional mix of uses.

As per the response to criterion "a," the proposed amendment is also consistent with, and initiates the implementation of, the objectives of the City's *Strategic Plan 2018-2022* and the *2016-2021 Economic Development Strategic Plan* pertaining to redevelopment of Boynton Beach Mall.

In 2019, pursuant to Policy 1.7.4, staff will resume work—initiated in 2018—on a comprehensive redevelopment plan for the Congress Avenue corridor. Since the proposed Mixed Use Low is the only mixed use classification for lands west of Interstate 95, it will be a clear choice as the plan's FLU recommendation for the site. Moreover, the incoming master plan for the Mall will be reviewed with the anticipated recommendations regarding the FLU, connectivity and overall design for the nearby corridor areas in sight.

Consistency with Land Development Regulations (LDR)

The consistency with the LDRs and the need for any Code reviews— potentially required given the size and complexity of the project—will be assessed at the master plan/rezoning phase of the project. The sole zoning distict corresponding to the proposed MXL future land use category and applicable to the areas west of Interstate 95 is SMU, Suburban Mixed Use.

c. Land Use Pattern. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be contrary to the established land use pattern, or would create an isolated zoning district or an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM reclassifications and rezonings that would result in more desirable and sustainable growth for the community.*

The proposed FLUM would not be contrary to the established land use pattern nor would it create an isolated FLU classification. The land use pattern in adjacent and nearby areas is eclectic: it incorporates commercial uses of small and large retail (including Walmart), offices, a hotel (Courtyard by Mariott), as well as residential uses of single-family, multi-family and mobile homes. Given that the subject site contains about 108 acres, the proposed amendment can hardly be considered an "isolated land use classification"; moreover, the proposed FLU category of MXL extends over an 80 acre area of Boynton Village community on the east side of North Congress Avenue. Finally, the MXL future land use classification will very likely be recommended for other areas of the Congress Avenue Corridor District and will replace the DRI classification of Renaissance Commons when that DRI expires.

d. Sustainability. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would support the integration of a mix of land uses consistent with the Smart Growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.*

The subject FLUM amendment is not accompanied by rezoning with a master plan; however, the proposed MXL will eventually support a large mixed use project with uses

complementary to those within the project as well as those in the surrounding areas. Interconnectivity will be one of the top project design requirements. Visitors and residents willl have access to PalmTran bus service along Congress Avenue.

e. Availability of Public Services / Infrastructure. *All requests for Future Land Use Map amendments shall be reviewed for long-term capacity availability at the maximum intensity permitted under the requested land use classification.*

Water and Sewer. Long-term capacity availability for potable water and sewer for the subject request has been confirmed by the Utilities Department (see attached letter).

Solid Waste. The Palm Beach County Solid Waste Authority determined that sufficient disposal capacity will be available at the existing landfill through approximately the year 2046.

Drainage. Drainage will be reviewed in detail as part of site plans, land development, and building permit review processes.

Traffic. The traffic impacts associated with the future redevelopment of the mall are not expected to exceed the 3,306 PM Peak Hour trip cap established in the Boynton Beach Mall DRI Development Order for the approved 1,244,449 Sq. ft. GLA. (Note that the constructed square footage and the related PM Peak Hour trips are below the above threshholds). The trip generation equivalency analysis will be performed at the rezoning/master plan phase.

Schools. The School Capacity Availability Determination application will be submitted with a site plan/master plan package.

f. Compatibility. *The application shall consider the following factors to determine compatibility:*

(1) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties; and

(2) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning is of a scale which is reasonably related to the needs of the neighborhood and the City as a whole.

The proposed FLUM amendment would be compatible with the current and future use of adjacent and nearby properties. As previously stated (see response to criterion “c’’), the land use pattern in adjacent and nearby areas is eclectic: it incorporates commercial uses of small and large retail (including Walmart), offices, a hotel (Courtyard by Mariott), as well as residential uses of single-family, multi-family and mobile homes. The

proposed FLU category of MXL covers 80 acres of Boynton Village on the east side of North Congress Avenue. Moreover, the MXL will likely be recommended for lands along the Congress Avenue Corridor District currently designated Local Retail Commercial (LRC), as this FLU classification would not effectively promote redevelopment. MXL will also replace the DRI classification of Renaissance Commons when that DRI expires.

The redevelopment of the Mall will have a positive effect on property values of surrounding properties. (At the master planing/site planning phases of the project, efforts will be taken to mitigate any negative impact of redevelopment on the single-family residential neighborhood to the west of the site.) While expanding the "Urban Village" model with its emphasis on walkability and public spaces from the Congress Avenue's east to the west side, the proposed amendment will assure that the Congress Avenue Corridor continues to grow and thrive as the City's main commercial hub. It would benefit both the neighborhood and the City as a whole.

g. <u>Direct Economic Development Benefits.</u> *For rezoning/ FLUM amendments involving rezoning to a planned zoning district, the review shall consider the economic benefits of the proposed amendment, specifically, whether the proposal would:*

(1) Further implementation of the Economic Development (ED) Program;
(2) Contribute to the enhancement and diversification of the City's tax base;
(3) Respond to the current market demand or community needs or provide services or retail choices not locally available;
(4) Create new employment opportunities for the residents, with pay at or above the county average hourly wage;
(5) Represent innovative methods/technologies, especially those promoting sustainability;
(6) Be complementary to existing uses, thus fostering synergy effects; and
(7) Alleviate blight/economic obsolescence of the subject area.

As mentioned above (criterion "b"), redevelopment of the Boynton Beach Mall is supported by the City's *Strategic Plan 2018-2022* and the *2016-2021 Economic Development Strategic Plan* and therefore the requested action meets criterion "g(1)". Furthermore, the ensuing project has a potential to:

- Enhance the City's tax base, reversing the downslide of the Mall's "legacy" properties' taxable value. As noted in response to criterion "a," between 2016 and 2017 the value of properties owned by Boynton Beach Mall LLC declined from $46,339,832 to $33,517,168 (criterion "g2");

- Replace the economically obsolete shopping center—enclosed mall—with a mixed use project driven by market demand and promoting sustainability through design attributes pertaining to energy saving, public realm development, alternative transportation etc. (criteria "g3", "g5", and "g7");

- Create/strengthen synergy of land uses on-site and within the Congress Avenue Corridor area as a whole (criterion “g6”).

- Contribute to the net job growth and/or replace some lost low-wage retail positions with better employment opportunities (criterion “g4”) if uses such as professional offices are eventually included.

h. <u>Commercial and Industrial Land Supply.</u> *The review shall consider whether the proposed rezoning/FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:*

(1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or

(2) The proposed rezoning/FLUM amendment provides substantiated evidence of satisfying at least four of the Direct Economic Development Benefits listed in subparagraph “g” above; and

(3) The proposed rezoning/FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation and/or rezoning.

The proposed FLUM amendment can potentially reduce the amount of land available for commercial development since the MXL category encourages a mix of residential and commercial uses. Inclusion of residential uses supports the “live, work and play” motto embodying the lifestyle of the “Urban Village.”

As noted above in response to criterion “g”, the amendment has a potential to deliver all listed benefits, meeting condition “h(2).”

i. <u>Alternative Sites.</u> *Whether there are adequate sites elsewhere in the City for the proposed use in zoning districts where such use is already allowed.*

N/A (See response to criterion “a.”)

j. Master Plan and Site Plan Compliance with Land Development Regulations. *When master plan and site plan review are required pursuant to Section 2.D.1.e above, both shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and the site development standards of Chapter 4.*

N/A. The request is for FLUM only.

CONCLUSION/RECOMMENDATION

As a result of the above analysis, the proposed request is consistent with the intent of the policies of the Comprehensive Plan and the recommendations of the City's Strategic Plan and the Economic Development Strategic Plan.

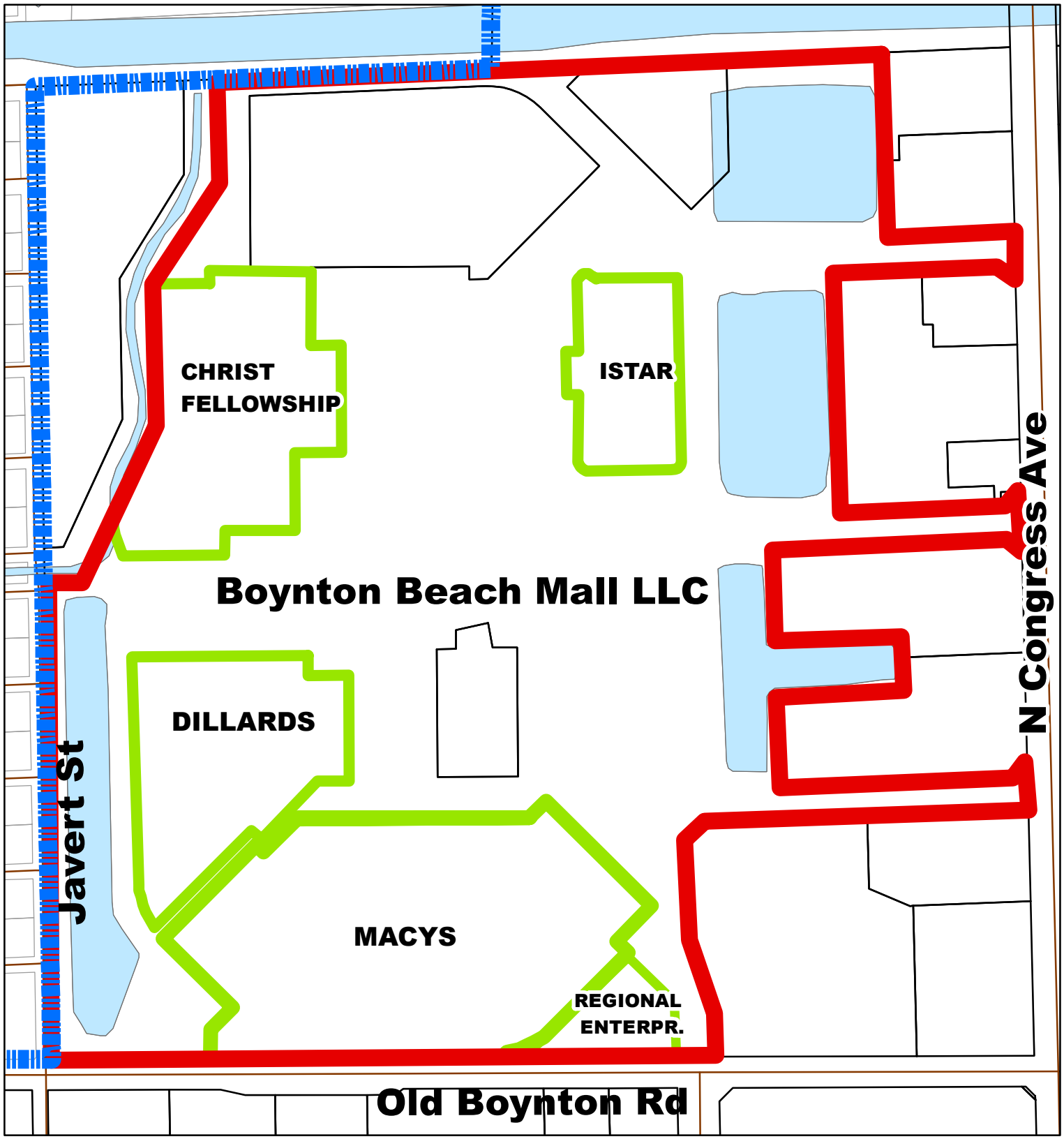
Staff recommends approval of the proposed Future Land Use Map amendments for transmittal to the State for an Expedited State Review.

ATTACHMENTS

S:\Planning\SHARED\WP\PROJECTS\Boynton Beach Mall LUAR 19-002\STAFF REPORT\BB Mall LUAR 18-003 Staff Report 11_01.doc

BOYNTON BEACH MALL LOCATION MAP

OWNERSHIP OF PROPERTIES



LEGEND

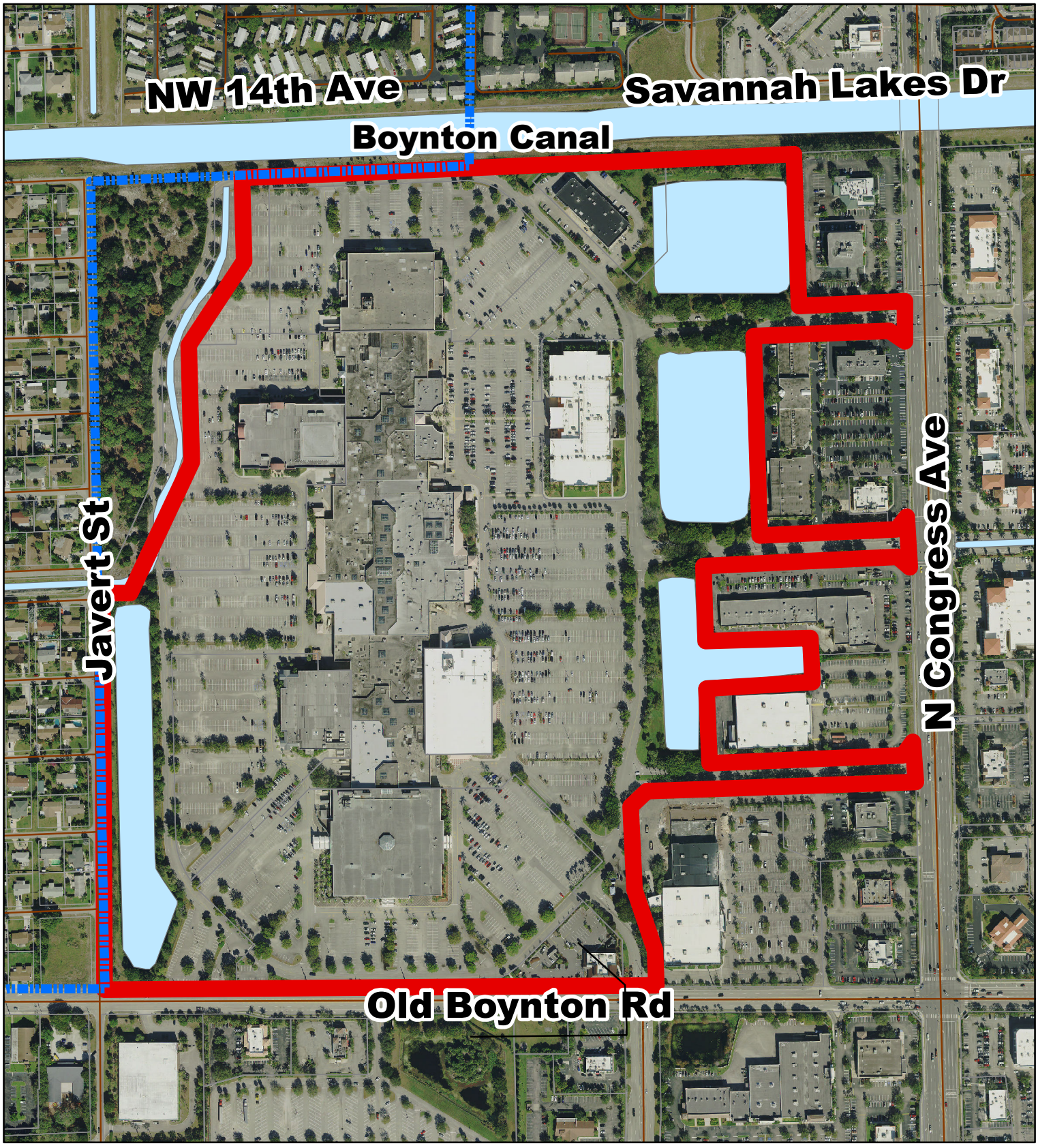
- City boundary
- Owners other than Boynton Mall LLC

N
W E
S

0 62.5 125 250 375 500 Feet

EXHIBIT A2

BOYNTON BEACH MALL DRI LOCATION MAP



LEGEND

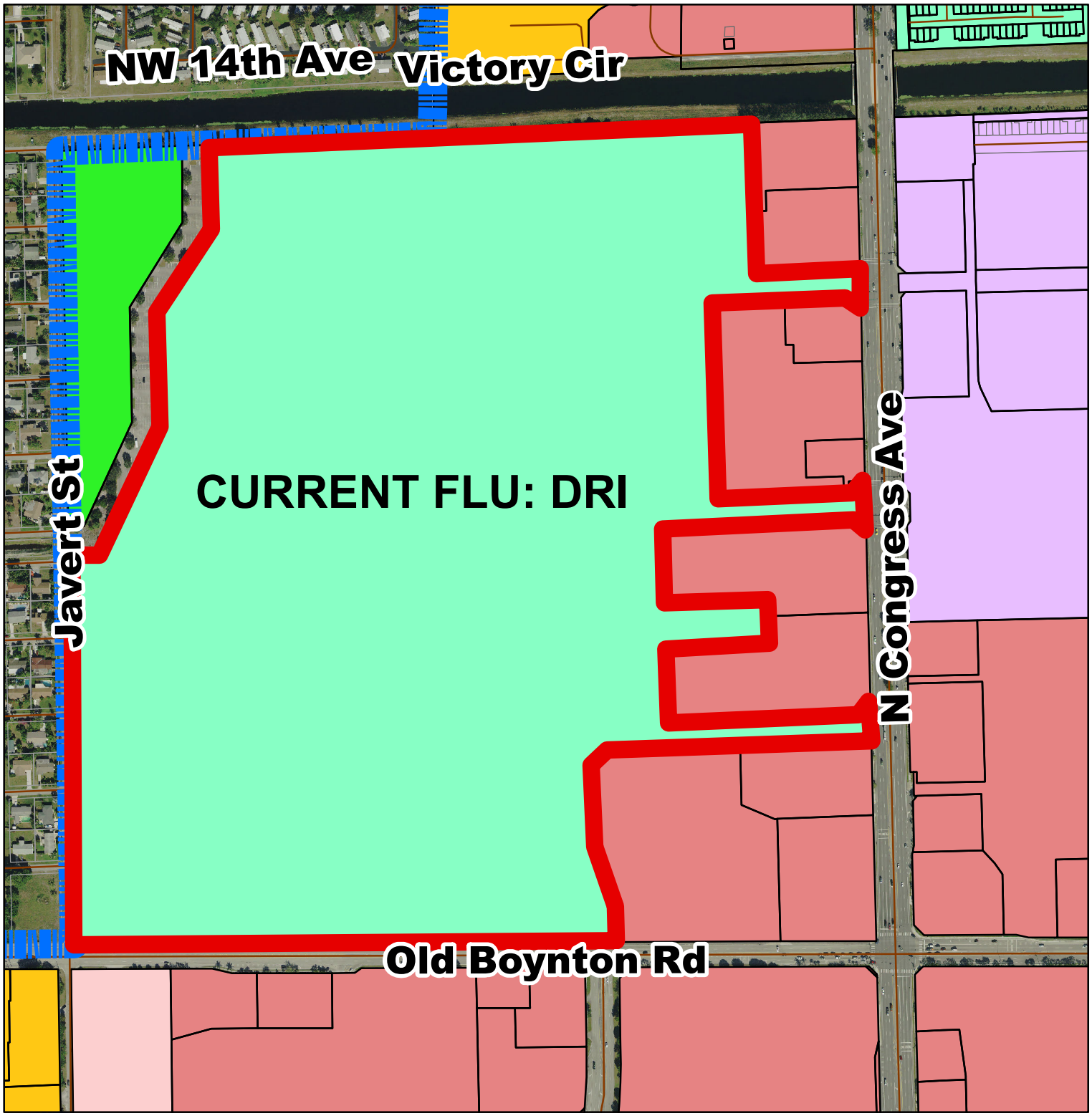
City boundary

N
W E
S

0 75 150 300 450 600
Feet

EXHIBIT B

BOYNTON BEACH MALL CURRENT FLU



LEGEND: FLU classifications

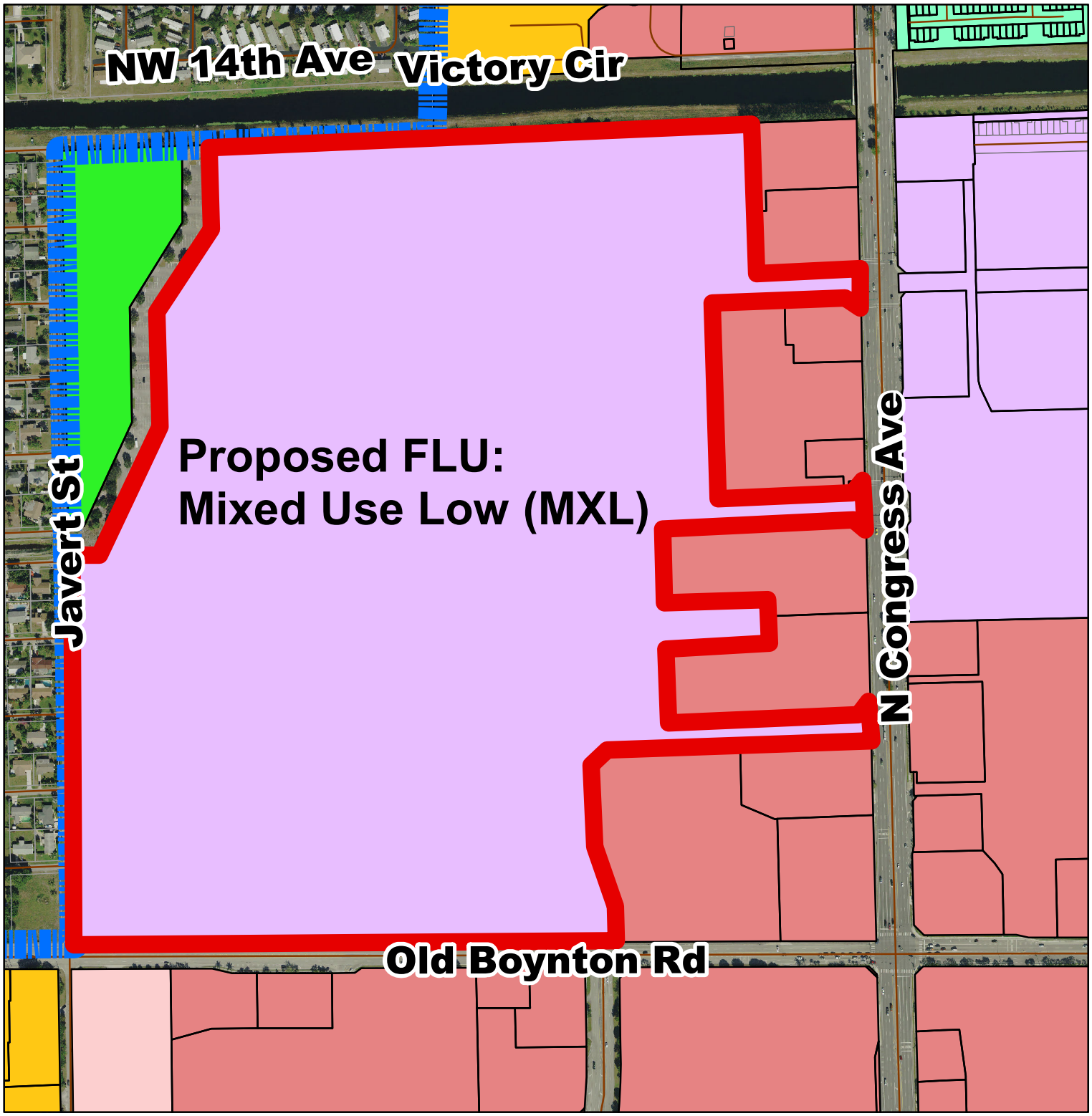
- MEDIUM DENSITY RESIDENTIAL (MEDR); 11 D.U./Acre
- MIXED USE LOW (MXL); 20 D.U./Acre
- DEVELOPMENT OF REGIONAL IMPACT (DRI)
- LOCAL RETAIL COMMERCIAL (LRC)
- OFFICE COMMERCIAL (OC)
- RECREATIONAL (R)

N
W E
S

0 80 160 320 480 640
Feet

EXHIBIT C

BOYNTON BEACH MALL PROPOSED FLU



LEGEND: FLU classifications

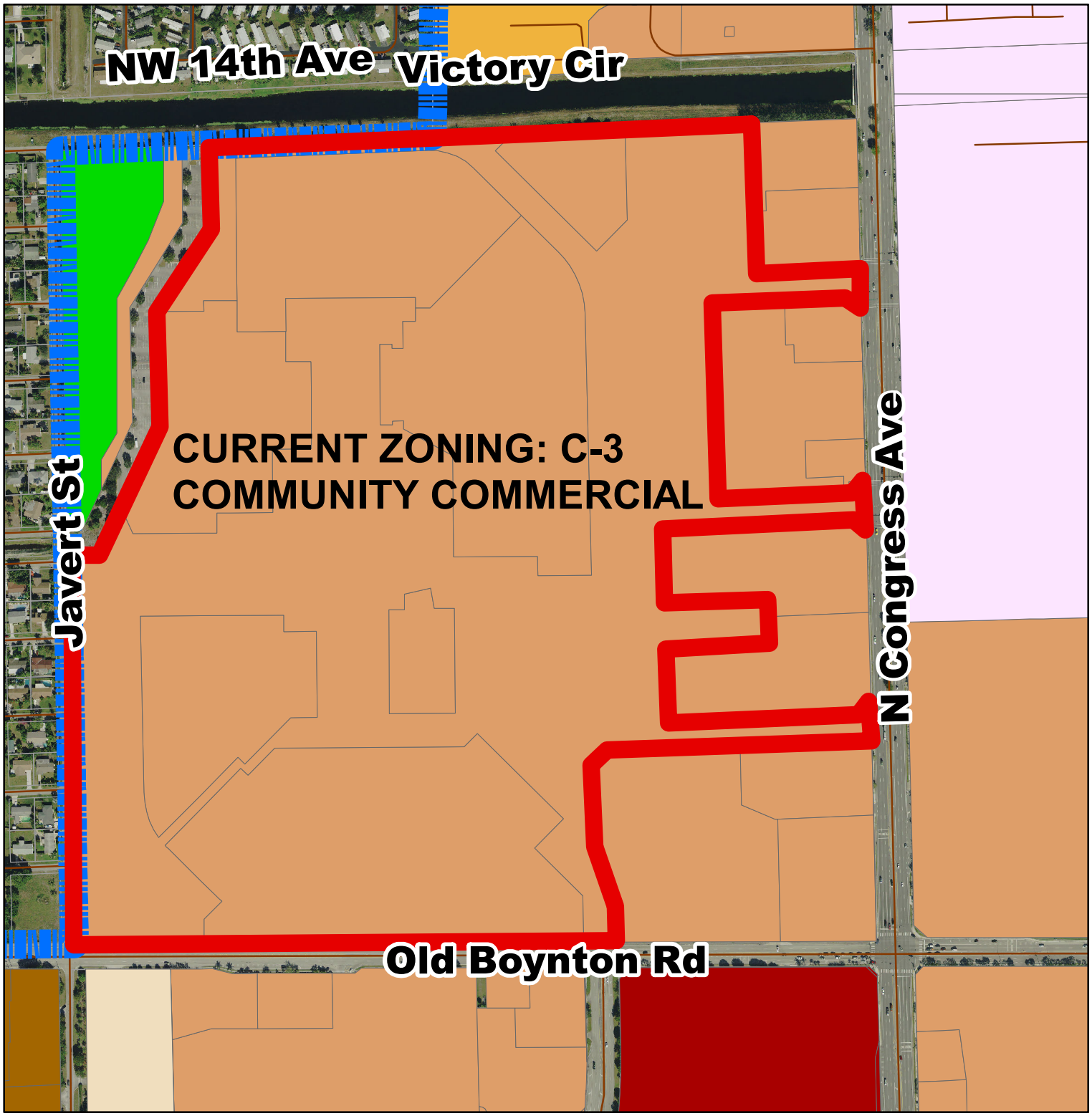
- MEDIUM DENSITY RESIDENTIAL (MEDR); 11 D.U./Acre
- MIXED USE LOW (MXL); 20 D.U./Acre
- DEVELOPMENT OF REGIONAL IMPACT (DRI)
- LOCAL RETAIL COMMERCIAL (LRC)
- OFFICE COMMERCIAL (OC)
- RECREATIONAL (R)

N
W E
S

0 80 160 320 480 640
Feet

EXHIBIT D

BOYNTON BEACH MALL CURRENT ZONING



LEGEND: ZONING DISTRICTS

- PUD Planned Unit Development
- C1 Office Professional
- C3 Community Commercial
- PCD Planned Commercial Development
- SMU Suburban Mixed Use, 20 du/ac
- REC Recreation

N
W E
S

0 80 160 320 480 640
Feet

Consistent with the Renaissance Commons DRI Development Order, the approved land uses and intensities shall be as follow:

Land Use	Minimum-Maximum Intensity		
High density Residential	1,085 du	to	2,016 du
Office Commercial	173,460 sf	to	322,140 sf
Local Retail/General Commercial	149,100 sf	to	276,900 sf

Traffic generation for the Renaissance Commons DRI shall not exceed 1,634 p.m. peak hour trips (For compliance with Article 12, Traffic Performance Standards of the Palm Beach County Unified Land Development Code).

2. ~~**The Boynton Beach Mall Development of Regional Impact (DRI),** approved in Palm Beach County by resolution R-74-343, and most recently amended by City of Boynton Beach Resolution 05-049, is a single use retail mall.~~

   ~~Consistent with the Boynton Beach Mall DRI Development Order, the approved land use and intensity shall be as follow:~~

~~Land Use~~	~~Minimum-Maximum Intensity~~		
~~Local Retail Commercial~~	~~808,107 gla*~~	~~to~~	~~1,500,771 gla~~

~~*Gross Leasable Area~~

   ~~Traffic generation for the Boynton Beach Mall DRI shall not exceed 3,306 p.m. peak hour trips (For compliance with Article 12, Traffic Performance Standards of the Palm Beach County Unified Land Development Code) as approved in the ADA dated May 7, 1974.~~

3. The **Quantum Park (fka Boynton Beach Park of Commerce) Development of Regional Impact (DRI)** approved by City of Boynton Beach Ordinance 84-51, and most recently amended by Ordinance 12-001, is a mixed use project containing industrial, office, commercial, residential and governmental/institutional uses.

   Consistent with the Quantum Park DRI Development Order, the approved land uses and intensities shall be as follows:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/5/2019

REQUESTED ACTION BY COMMISSION:
PROPOSED ORDINANCE NO. 19-001 - FIRST READING - Approve Country Trail PUD annexation (ANEX 19-001) Applicant: M2D Country Trail, LLC ***(Applicant request postponement to March 19, 2019)***

PROPOSED ORDINANCE NO. 19-002 - FIRST READING - Approve Country Trail PUD Future Land Use Map amendment from Palm Beach County's Medium Residential with a maximum density of 5 du/acre (MR-5) to Low Density Residential (LDR) with a maximum density of 7.5 du/acre. Applicant: M2D Country Trail, LLC ***(Applicant request postponement to March 19, 2019)***

PROPOSED ORDINANCE NO. 19-003 - FIRST READING - Approve Country Trail PUD rezoning from Palm Beach County's AR, Agricultural Residential, to PUD, Planned Unit Development. Applicant: M2D Country Trail, LLC (***Applicant request postponement to March 19, 2019***)

EXPLANATION OF REQUEST:
The subject 5.17 acre parcel is currently developed with one single-family home. The applicant seeks to annex the parcel and obtain the City FLUM classification and zoning district to replace its current Palm Beach County designations in order to develop the property with twenty six (26) single-family homes. Annexation, FLUM amendment, rezoning and the new site plan are processed concurrently.

The City and County staff concur that the proposed annexation meets the statutory conditions: the parcel is contiguous to the City boundary and "reasonably compact" in that it does not create enclaves or pockets.

The proposed FLU and zoning designations are consistent with FLU and zoning designations of the surrounding areas and will support a single-family home development consistent with the neighborhood's established land use patterns.

Since most housing units approved in Boynton Beach during the last five years have been multifamily rental dwellings, the addition to the single-family home supply—albeit small— would arguably benefit the City.

On December 17, 2018, the Planning and Development Board recommended approval of the annexation request and forwarded the two remaining requests with the recommendation of denial.

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:
N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance approving Country Trail annexation
🗋	Ordinance	Ordinance approving Country Trail Land Use Amendment
🗋	Ordinance	Ordinance approving Country Trail Rezoning
🗋	Staff Report	Country Trail PUD ANEX 19-001 and LUAR 19-001 Staff Report
🗋	Location Map	Exhibit A. Location Map
🗋	Amendment	Exhibit B. Proposed FLU
🗋	Amendment	Exhibit C. Proposed Zoning
🗋	Letter	Exhibit D. PBC Annexation Letter

ORDINANCE NO. 19 -

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, ANNEXING 5.17 ACRES OF LAND THAT IS CONTIGUOUS TO THE CITY LIMITS WITHIN PALM BEACH COUNTY AND THAT WILL, UPON ANNEXATION, CONSTITUTE A REASONABLY COMPACT ADDITION TO THE CITY BOUNDARIES; PROVIDING THAT THE PROPER LAND USE DESIGNATION AND PROPER ZONING OF THE PROPERTY SHALL BE REFLECTED IN SEPARATE ORDINANCES TO BE PASSED SIMULTANEOUSLY HEREWITH; PROVIDING FOR CONFLICTS, SEVERABILITY; PROVIDING THAT THIS ORDINANCE SHALL BE FILED WITH THE CLERK OF THE CIRCUIT COURT OF PALM BEACH COUNTY, FLORIDA, UPON ADOPTION AND AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan for the City of Boynton Beach requires the development of an Annexation Program; and

WHEREAS, M2D COUNTRY TRAIL, LLC., owner, by and through its agent, Miller Land Planning, Inc, of the property more particularly described hereinafter, have heretofore filed a Petition, pursuant to Chapter 2, Article II, Section 2A of the Land Development Regulations, City of Boynton Beach, Florida, for the purpose of annexing a certain tract of land consisting of approximately 5.17 acres; and

WHEREAS, the City of Boynton Beach hereby exercises its option to annex the following tract of land as hereinafter described, in accordance with Article I, Section 6 of the Charter of the City and Section 171.044, and 171.062(2), Florida Statutes; and

WHEREAS, said tract of land lying and being within Palm Beach County is contiguous to the existing city limits of the City of Boynton Beach, and will, upon its annexation, constitute a reasonably compact addition to the City boundary.

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

Section 1. That each and every Whereas clause is true and correct.

Section 2. Pursuant to Article I, Section 6 of the Charter of the City of Boynton Beach, Florida and Section 171.044, Florida Statutes the following described unincorporated and contiguous tract of land situated and lying and being in the County of Palm Beach, Florida, to wit:

THE WEST HALF OF THE NE 1/4 OF THE SW 1/4 OF THE SE 1/4 OF SECTION 31 TOWNSHIP 45 SOUTH, RANGE 43 EAST, LOCATED IN PALM BEACH COUNTY, FLORIDA. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS RECORDED IN OR BOOK 2988 PAGE 254 AND RE-RECORDED IN OR BOOK 3118, PAGE 1466 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.

is hereby annexed to the City of Boynton Beach, Florida, and such land so annexed shall be and become part of the City with the same force and effect as though the same had been originally incorporated in the territorial boundaries thereof.

Section3: That Section 6 of the Charter of the City of Boynton Beach, Florida, is hereby amended to reflect the annexation of said tract of land more particularly described in Section 2 of this Ordinance.

Section 4: That by Ordinances adopted simultaneously herewith, the proper City zoning designation and Land Use category is being determined as contemplated in Section 171.162(2), Florida Statutes.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6: 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 7: This Ordinance shall not be passed until the same has been advertised

for two (2) consecutive weeks in a newspaper of general circulation in the City of Boynton Beach, Florida, as required by the City Charter and Section 171.044, Florida Statutes.

Section 8. This ordinance, after adoption, shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida.

Section 9. This ordinance shall become effective immediately upon passage.

FIRST READING this _____ day of _____, 2019.

SECOND, FINAL READING and PASSAGE this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

ORDINANCE NO. 19-

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE 89-38 BY AMENDING THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN FOR PROPERTY COMMONLY KNOWN AS COUNTRY TRAIL AND DESCRIBED HEREIN, OWNED BY M2D COUNTRY TRAIL, LLC., CHANGING THE LAND USE DESIGNATION FROM MEDIUM RESIDENTIAL (MR-5), MAXIMUM DENSITY 5 DU/AC TO: LOW DENSITY RESIDENTIAL (LDR), MAXIMUM DENSITY 7.5 DU/AC; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida has adopted a City of Boynton Beach Comprehensive Plan and as part of said Plan a Future Land Use Element pursuant to Ordinance No. 89-38 and in accordance with the Local Government Comprehensive Planning Act; and

WHEREAS, the procedure for amendment of a Future Land Use Element of a Comprehensive Plan as set forth in Chapter 163, Florida Statutes, has been followed; and

WHEREAS, after two (2) public hearings the City Commission acting in its dual capacity as Local Planning Agency and City Commission finds that the amendment hereinafter set forth is consistent with the City's adopted Comprehensive Plan and deems it in the best interest of the inhabitants of said City to amend the Future Land Use Element (designation) of the Comprehensive Plan as hereinafter provided.

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: Ordinance No. 89-38 of the City is hereby amended to reflect that the Future Land Use of the following described land:

THE WEST HALF OF THE NE 1/4 OF THE SW 1/4 OF THE SE 1/4 OF SECTION 31 TOWNSHIP 45 SOUTH, RANGE 43 EAST, LOCATED IN PALM BEACH

COUNTY, FLORIDA. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS RECORDED IN OR BOOK 2988 PAGE 254 AND RE-RECORDED IN OR BOOK 3118, PAGE 1466 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.

is amended from Medium Residential (MR-5), maximum density 5 du/ac to: **LOW DENSITY RESIDENTIAL (LDR), maximum density 7.5 du/ac.**

Section 3: This Ordinance shall take effect on adoption, subject to the review, challenge, or appeal provisions provided by the Florida Local Government Comprehensive Planning and Land Development Regulation Act. No party shall be vested of any right by virtue of the adoption of this Ordinance until all statutory required review is complete and all legal challenges, including appeals, are exhausted. In the event that the effective date is established by state law or special act, the provisions of state act shall control.

FIRST READING this _____ day of _____, 2019.

SECOND, FINAL READING and PASSAGE this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

ORDINANCE NO. 19-

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE 02-013 TO REZONE A PARCEL OF LAND DESCRIBED HEREIN AND COMMONLY REFERRED TO AS COUNTRY TRAIL FROM AGRICULTURAL RESIDENTIAL – PALM BEACH COUNTY (AR) TO PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida has adopted Ordinance No. 02-013, in which a Revised Zoning Map was adopted for said City; and

WHEREAS, the City of Boynton Beach has made application to rezone land, said land being more particularly described hereinafter, from Agricultural Residential – Palm Beach County (AR) to PLANNED UNIT DEVELOPMENT (PUD); and

WHEREAS, the City Commission conducted public hearings as required by law and heard testimony and received evidence which the Commission finds supports a rezoning for the property hereinafter described; and

WHEREAS, the City Commission deems it in the best interests of the inhabitants of said City to amend the aforesaid Revised Zoning Map as hereinafter set forth.

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. The land herein described be and the same is hereby rezoned from Agricultural Residential – Palm Beach County (AR) to PLANNED UNIT DEVELOPMENT (PUD). A location map is attached hereto as Exhibit "A" and made a part of this Ordinance by reference. Legal Description:

THE WEST HALF OF THE NE 1/4 OF THE SW 1/4 OF THE SE 1/4 OF SECTION 31 TOWNSHIP 45 SOUTH, RANGE 43 EAST, LOCATED IN PALM BEACH COUNTY, FLORIDA. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS RECORDED IN OR BOOK 2988 PAGE 254 AND RE-RECORDED IN OR BOOK 3118, PAGE 1466 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.

Section 3. That the aforesaid Revised Zoning Map of the City shall be amended accordingly.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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. This ordinance shall become effective immediately upon passage.

FIRST READING this _____ day of _____, 2019.

SECOND, FINAL READING and PASSAGE this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 19-067
STAFF REPORT

TO:	Chair and Members Planning and Development Board
THRU:	Ed Breese Planning and Zoning Administrator
FROM:	Hanna Matras, Senior Planner
DATE:	December 4, 2018
PROJECT:	Country Trail PUD ANEX 19-001 / LUAR 19-001
REQUEST:	Approve Country Trail PUD annexation, Future Land Use Map amendment from Palm Beach County's Medium Residential with a maximum density of 5 du/acre (MR-5) to Low Density Residential (LDR) with a maximum density 7.5 du/acre, and rezoning from Palm Beach County's AR, Agricultural Residential, to PUD, Planned Unit Development.

PROJECT DESCRIPTION

Property Owner/ Applicant:	M2D Country Trail, LLC
Agent:	Christi Tuttle / Miller Land Planning, Inc.
Location:	2600 County Lake Trail (Exhibit "A")
Existing FLU/ Zoning:	Medium Residential (MR-5), maximum density 5 du/ac / AR, Agricultural Residential - Palm Beach County
Proposed FLU/ Zoning:	Low Density Residential (LDR), maximum density 7.5 du/ac / Planned Unit Development (PUD); see Exhibits "B" and "C"
Acreage:	5.17 acres
Proposed Use:	26 Single-Family homes

Adjacent Uses:

North: Single-family home community (Cranbrook Lake Estates), classified Low Density Residential (LDR) and zoned Planned Unit Development (PUD);

South: Right-of-way for County Lake Trail, and single-family home community (Serrano at Country Lakes), classified Low Density Residential (LDR) and zoned Planned Unit Development (PUD);

East: Single-family home community (Cranbrook Lake Estates aka Silverlake Estates), classified Low Density Residential (LDR) and zoned Planned Unit Development (PUD);

West: Single-family homes of Village of Golf, classified Residential Medium Density and zoned Residential.

BACKGROUND

The subject 5.17 acre parcel is currently developed with one single-family home.The applicant seeks to annex the parcel and obtain the City FLUM classification and zoning district to replace its current Palm Beach County designations in order to develop the property with twenty six (26) single-family homes. Annexation, FLUM amendment, rezoning and the new site plan are processed concurrently.

Preliminary review of the proposed annexation by staff indicates that it meets the statutory conditions: the parcel is contiguous to the City boundary and "reasonably compact" in that it does not create enclaves or pockets.

Voluntary annexations are regulated by Chapter 171.044, Florida Statutes; additional directions regarding the process are contained in the Palm Beach County Ordinance 2007-018. Pursuant to these requirements, on October 8, 2018 staff sent a notification of the proposed annexation to the Palm Beach County Administrator and Planning Director. County staff reviewed the application and have not identified any inconsistencies with Chapter 171 (Exhibit "D".)

REVIEW BASED ON CRITERIA

The following criteria used to review Comprehensive Plan Map amendments and rezonings are listed in the Land Development Regulations, Chapter 2, Article II, Section 2.B and D.3:

a. Demonstration of Need. *A demonstration of need may be based upon changing conditions that represent a demand for the proposed land use classification and*

zoning district. Appropriate data and analysis that adequately substantiates the need for the proposed land use amendment and rezoning must be provided within the application.

The subject FLU reclassification and rezoning are requested in conjuction with a privately-initiated annexation, which requires concurrent applications for same. The proposed designations are consistent with FLU and zoning designations of surrounding areas.

b. Consistency. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be consistent with the purpose and intent of, and promote, the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations.*

Consistency with Comprehensive Plan

As noted above, the FLUM amendment and rezoning are requested in conjuction with annexation, which is encouraged by the Comprehensve Plan's Land Use Element's Objective 1.15, especially if it contributes to the elimination of an existing county pocket:

Objective 1.15 ***The City will continue to expand through annexation of enclaves, pockets and other contiguous properties.***

The concurrent FLUM amendment and rezoning are required per Policy 1.15.3:

Policy 1.15.3 ***The City shall require that property owners requesting annexation into the City concurrently apply for land use amendment and rezoning to the City's land use classification and zoning district.***

The proposed FLU and zoning match low density, single-family character of the surrounding areas, consistently with the intent of Policy 1.12.2:

Policy 1.11.2 ***The City shall continue to maintain and improve the existing single-family and lower-density neighborhoods, by preventing conversions to higher densities, except when consistent with adjacent land uses, contributes to the implementation of adopted redevelopment plans, or furthers the City's affordable housing programs***.

Consistency with Land Development Regulations (LDR)

The application for the new site plan complies with the regulations and intent of the PUD zoning district.

c. Land Use Pattern. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be contrary to the established land use pattern, or would create*

an isolated zoning district or an isolated land use classification unrelated to adjacent and nearby classifications, or would constitute a grant of special privilege to an individual property owner as contrasted with the protection of the public welfare. This factor is not intended to exclude FLUM reclassifications and rezonings that would result in more desirable and sustainable growth for the community.

The proposed FLU and zoning district would match the FLU and zoning of the surrounding neighborhood and would support a single-family home development consistent with the area's established land use patterns.

d. Sustainability. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would support the integration of a mix of land uses consistent with the Smart Growth or sustainability initiatives, with an emphasis on 1) complementary land uses; 2) access to alternative modes of transportation; and 3) interconnectivity within the project and between adjacent properties.*

The proposed FLUM amendment and rezoning does not meet the listed above sustainability characteristics, but again,it is consistent with surrounding land use pattern.

e. Availability of Public Services / Infrastructure. *All requests for Future Land Use Map amendments shall be reviewed for long-term capacity availability at the maximum intensity permitted under the requested land use classification.*

Water and Sewer. The Utilities Department has confirmed long-term capacity availability for potable water and sewer at the maximum density and intensity allowed under the requested land use classification and zoning designation.

Solid Waste. The Palm Beach County Solid Waste Authority determined that sufficient disposal capacity will be available at the existing landfill through approximately the year 2046.

Drainage. Drainage will be reviewed in detail as part of the site plan, land development, and building permit review processes.

Traffic. Traffic impacts will be reviewed as part of the site plan.

The School Capacity Availability Determination (SCAD) for PBC School District. The proposed project was determined not to have negative impact on the public school system.

f. Compatibility. *The application shall consider the following factors to determine compatibility:*

(1) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be compatible with the current and future use of adjacent and nearby properties, or would negatively affect the property values of adjacent and nearby properties; and

(2) Whether the proposed Future Land Use Map amendment (FLUM) and rezoning is of a scale which is reasonably related to the needs of the neighborhood and the City as a whole.

The response to the criterion "f" is similar to the one provided in discussion of criteria "a," "b" and "c": the proposed FLU and zoning district would match the FLU and zoning of the surrounding areas and would support a single-family home development consistent with the area's established land use pattern. The zero-lot line configuration of homes in the proposed development matches that of the Serrano at Country Lakes community located immediately south of the subject parcel while the single-family homes north, east, and particularly west of the property feature larger lots. However, it is unlikely for the values of those properties to be negatively affected.

As most housing units approved in Boynton Beach during the last five years have been multifamily rental dwellings, the addition to the single-family home supply—albeit small—would arguably benefit the City.

g. Direct Economic Development Benefits. *For rezoning/FLUM amendments involving rezoning to a planned zoning district, the review shall consider the economic benefits of the proposed amendment, specifically, whether the proposal would:*

(1) Further implementation of the Economic Development (ED) Program;
(2) Contribute to the enhancement and diversification of the City's tax base;
(3) Respond to the current market demand or community needs or provide services or retail choices not locally available;
(4) Create new employment opportunities for the residents, with pay at or above the county average hourly wage;
(5) Represent innovative methods/technologies, especially those promoting sustainability;
(6) Be complementary to existing uses, thus fostering synergy effects; and
(7) Alleviate blight/economic obsolescence of the subject area.

Since the proposed FLU amendment/rezoning will support a residential project, the main economic development benefit of this action will be the project's contribution to the City's tax base. In addition, a noted in response to the criterion "f" above, increasing the single-family home supply would be of benefit to the City.

h. Commercial and Industrial Land Supply. *The review shall consider whether the proposed rezoning/FLUM amendment would reduce the amount of land available for commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:*

(1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or

(2) The proposed rezoning/FLUM amendment provides substantiated evidence of satisfying at least four of the Direct Economic Development Benefits listed in subparagraph "g" above; and

(3) The proposed rezoning/FLUM amendment would result in comparable or higher employment numbers, building size and valuation than the potential of existing land use designation and/or rezoning.

The proposed residential FLU and zoning designations are the only appropriate choices for the property. The subject annexation offers no options to increase the supply for commercial land.

i. ***Alternative Sites.*** *Whether there are adequate sites elsewhere in the City for the proposed use in zoning districts where such use is already allowed.*

N/A. The FLUM and rezoning requests are being considered in conjunction with annexation.

j. ***Master Plan and Site Plan Compliance with Land Development Regulations.*** *When master plan and site plan review are required pursuant to Section 2.D.1.e above, both shall comply with the requirements of the respective zoning district regulations of Chapter 3, Article III and the site development standards of Chapter 4.*

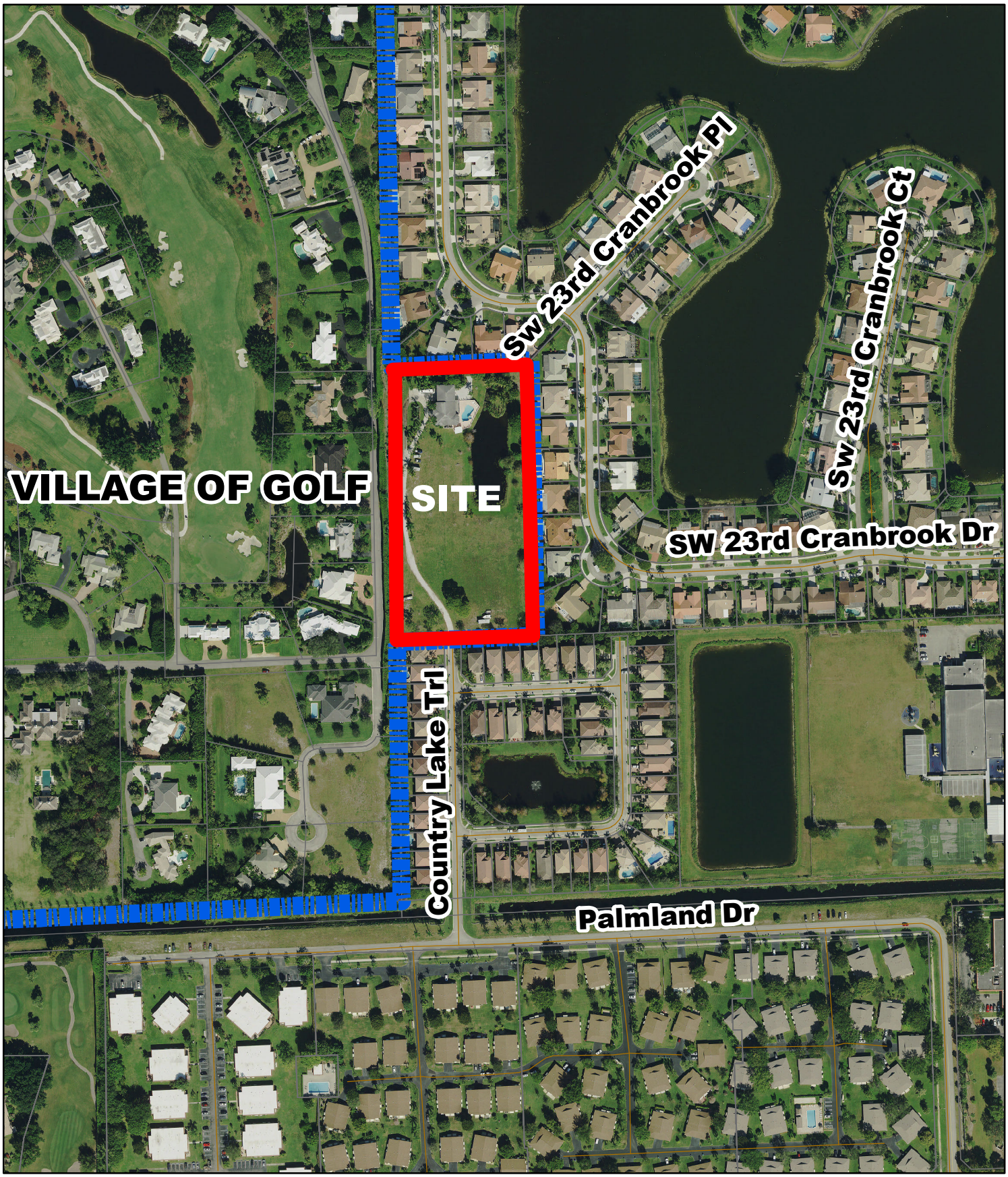
The application for the new site plan complies with the regulations and intent of the PUD zoning district.

CONCLUSION/RECOMMENDATION

As indicated herein, staff has reviewed the proposed annexation, future land use amendment and rezoning and determined that they are consistent with the policies of the Comprehensive Plan, and the proposed annexation eliminates the PB County unincorporated pocket. Therefore, staff recommends approval of the subject requests.

EXHIBIT A

LOCATION MAP



LEGEND

City Boundary

0 55 110 220 330 Feet

N

COUNTRY TRAIL PUD LUAR 19-001: FLU AMENDMENT

Legend

- LOW DENSITY RESIDENTIAL (LDR), 7.5 D.U./Acre
- MEDIUM DENSITY RESIDENTIAL (MEDR), 11 D.U./Acre
- PUBLIC & PRIVATE GOVERNMENTAL/INSTITUTIONAL (PPGI)

0 45 90 180 270 Feet

N

EXHIBIT C

COUNTRY TRAIL PUD LUAR 19-001: REZONING

Legend

- R3 Multi Family, 11 du/ac
- PUD Planned Unit Development
- PU Public Usage

0 45 90 180 270 Feet

Department of Planning, Zoning & Building

2300 North Jog Road
West Palm Beach, FL 33411-2741
(561) 233-5000

Planning Division 233-5300
Zoning Division 233-5200
Building Division 233-5100
Code Enforcement 233-5500
Contractors Certification 233-5525
Administration Office 233-5005
Executive Office 233-5228
www.pbcgov.com/pzb

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

November 8, 2018

Ed Breeze
Planning and Zoning Administrator
City of Boynton Beach
Planning and Zoning Division
3301 Quantum Blvd
Boynton Beach, FL 33426

RE: Proposed Annexation County Trail PUD, 2019-08-001

Dear Mr. Breeze:

Thank you for providing the County advance notice and the opportunity to review the annexation summarized below.

Name	Description
County Trail PUD **2019-08-001**	**Acres:** 5.17 **Location:** West of S. Congress Ave., south of Golf Rd. **1st Reading:** Not determined **2nd Reading:** Not determined

The proposed annexation was processed through the County's Annexation Review Process. County staff and service delivery agencies reviewed the proposed annexation. After review, County staff has not identified any inconsistencies with Chapter 171, Florida Statutes. The property is located within an existing unincorporated enclave; its annexation will eliminate the enclave.

If you have questions or comments, please contact Patricia Behn, Deputy Planning Director, at 561-233-5332.

Sincerely,

Lorenzo Aghemo
Planning Director

cc: The Honorable Steven L. Abrams, District 4 Commissioner
Patrick W. Rutter, Assistant County Administrator
Ramsay Bulkeley, Esq., Deputy Director, PZ&B
Robert P. Banks, AICP, Chief Land Use County Attorney
Patricia Behn, Deputy Planning Director, PBC
Lori LaVerriere, City Manager, Boynton Beach
Hanna Matras, Senior Planner, Boynton Beach

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CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/5/2019

REQUESTED ACTION BY COMMISSION: Approve Country Trail PUD New Site Plan to construct a new development with 26 two-story single-family residences and associated site improvements on a 5.17 acre site. Applicant: M2D Country Trail, LLC. ***(Applicant request postponement to March 19, 2019)***

EXPLANATION OF REQUEST:
The subject 5.17 acre parcel is currently developed with one single-family home. The applicant seeks to annex the parcel and obtain the City FLUM classification and zoning district to replace its current Palm Beach County designations in order to develop the property with twenty-six (26) single-family detached dwelling units known as Country Trail PUD. Annexation, FLUM amendment, rezoning and the new site plan are processed concurrently (see respective staff reports).

The applicant is proposing a total of 26 zero lot line homes, as permitted in a PUD zoning district. Zero lot line development on this site is consistent with the development pattern found in the neighboring PUD to the south. The "Typical Lot Detail" of the proposed project as shown on the site plan (A101) illustrates the placement of each model type (A-C) within the typical 45 foot by 115 foot lot. The project would also include an amenity area including a swimming pool and cabana.

The development proposes single-family residences in contemporary architectural styles. There are three proposed models (A-C). Each model has two variations, one with a pitched roof and one with a flat roof, each variation also has slight differences in the color allocations. The homes would be two (2) stories tall.

The Planning and Development Board heard the request on December 17, 2018 and forwards it without a recommendation for approval .

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: N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Staff Report	Staff Report
Exhibit	Exhibit A: Location Map
Drawings	Exhibit B: Plans
Drawings	Exhibit C: Models
Conditions of Approval	Exhibit D: Conditions of Approval
Development Order	Development Order

DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 18-072

STAFF REPORT

TO:	Chair and Members Planning and Development Board
THRU:	Ed Breese Planning and Zoning Administrator
FROM:	Amanda Bassiely, Principal Planner
DATE:	November 29, 2018
PROJECT:	Country Trail PUD (NWSP 19-001)
REQUEST:	Approve Country Trail PUD New Site Plan to construct a new development with 26 two-story single-family residences and associated site improvements on a 5.17 acre site.

PROJECT DESCRIPTION

Property Owner:	M2D Country Trail, LLC
Agent:	Christi Tuttle, Miller Land Planning
Location:	2600 County Lake Trail (Refer to Exhibit "A": Location Map)
Existing Land Use:	Medium Residential (MR-5) - Palm Beach County
Existing Zoning:	Agricultural Residential (AR) - Palm Beach County
Proposed Land Use:	Low Density Residential (LDR)
Proposed Zoning:	Planned Unit Development (PUD)
Acreage:	5.17 acre

Adjacent Uses:

North: Single-family home community (Cranbrook Lake Estates aka Silverlake Estates), classified Low Density Residential (LDR) and zoned Planned Unit Development (PUD);

South: Right-of-way for County Lake Trail, and single-family home community (Serrano at Country Lakes), classified Low Density Residential (LDR) and zoned Planned Unit Development (PUD);

East: Single-family home community (Cranbrook Lake Estates aka Silverlake Estates), classified Low Density Residential (LDR) and zoned Planned Unit Development (PUD);

West: Single-family homes of Village of Golf, classified Residential Medium Density and zoned Residential.

PROPERTY OWNER NOTIFICATION

Owners of properties within 400 feet of the subject request were mailed a notice of this request and its respective hearing dates. The applicant certifies that they posted signage and mailed notices in accordance with Ordinance No. 04-007.

BACKGROUND

Proposal: The subject 5.17 acre parcel is currently developed with one single-family home. The applicant seeks to annex the parcel and obtain the City FLUM classification and zoning district to replace its current Palm Beach County designations in order to develop the property with twenty six (26) single-family detached (zero lot line) dwelling units known as Country Trail PUD. Annexation, FLUM amendment, rezoning and the new site plan are processed concurrently (see respective staff reports).

ANALYSIS

Concurrency:

Traffic: A traffic statement prepared by JMD Engineering was sent to the Palm Beach County Traffic Division for concurrency review in order to ensure an adequate level of service. The traffic study stated that the proposed project would generate a total of 250 trips per day. The Palm Beach County Traffic Division has determined in a letter dated October 29, 2018 that the project will meet the Traffic Performance Standards of Palm Beach County. An updated approval letter will be required prior to permitting to revise the

request from 25 to 26 dwelling units (See Exhibit D – Conditions of Approval).

School: The School District of Palm Beach County has reviewed the application and has determined that adequate capacity exists in area public schools to accommodate the projected resident population. An updated approval letter will be required prior to permitting to revise the request from 25 to 26 dwelling units (See Exhibit D – Conditions of Approval).

Utilities: The City's water capacity would meet the projected potable water for this project. Sufficient sanitary sewer and wastewater treatment capacity is also currently available to serve the project.

Police/Fire: The Police Department has reviewed the site plan and all review comments have been acknowledged by the applicant and will be addressed at the time of permitting. The Fire Department notes that they will be able to provide an adequate level of service for this project with current or expected infrastructure and/or staffing levels. Further plan review by Police and Fire will occur during the building permit process.

Drainage: Conceptual drainage information was provided for the City's review. The Engineering Division has found the conceptual information to be adequate and is recommending that the review of specific drainage solutions be deferred until time of permit review.

Access: The site plan (Sheet SP-1) shows that one point of ingress/egress is proposed. The two-way driveway is an extension of the private road, Country Lake Trail, which is accessed from Palmland Drive. Vehicular circulation would include one central two-way roadway with single-family lots on either side. The site plan also includes a hammerhead turn at the end of the roadway for vehicle turnaround. Sidewalks are provided on both sides of the extension of Country Lake Trail at four (4) feet in width.

Parking: The site plan (Sheet SP-1) proposes 26 single-family homes, which requires 52 parking spaces, based upon the standard of one (2) parking space per unit. The site plan depicts 107 proposed parking spaces. Each unit has a two-car garage and a driveway for two additional cars. The pool/amenity area has three additional parking spaces, one of which is a handicap space.

Landscaping: The Plant List (Sheet L2) indicates that the project would add a total of 203 trees to the property while retaining and relocating several canopy specimens. The plan depicts 34 canopy trees, 73 accent trees, and 96 palm trees. The applicant has chosen to retain the large Royal Palm Trees along the north side of the property and plant 16 foot tall, full-to-the-bottom and dense Fishtail Palm Trees along the north buffer, to provide an instant buffer against the residential properties to the north. The plan also shows 1,722 shrubs/groundcover plants. All plant materials to be used in the landscape design are required to be Florida number one grade and must

be identified as having “low” or “medium” watering needs in the South Florida Water Management’s “Waterwise” publication. The proposed tree species would include the following: Silver Green Buttonwood, Live Oak, Crepe Myrtles, and East Palatka Holly trees. Palm species would include Fishtail Palms and Triple Montgomery Palms.

The site plan shows perimeter landscape buffers, 10-feet in width, are proposed along the, south, east, and west property lines, and 15-feet in width along the north property line. These buffers include a mix of Live Oak, East Palatka Holly, Silver Buttonwood, and shrub and groundcover plant material.

Building and Site: The applicant is proposing a total of 26 zero lot line homes, as permitted in a PUD zoning district. Zero lot line development on this site is consistent with the development pattern found in the neighboring PUD to the south. In order to adequately buffer the PUD to the east, the project proposes a ten (10) foot wide landscape buffer, a 50 foot wide drainage / detention basin area, and an additional 15 foot setback, totaling in a 75 foot separation from the east property to any new residential structure. The single family lots on the west side of the property abut a roadway with a 12 foot tall hedge as a buffer, to the south is an establish buffer with a six (6) foot wall, and the proposed 16 foot tall Fishtail Palms form the buffer proposed along the north side.

The PUD regulations require that setbacks within PUD’s mirror those in abutting development to ensure adequate separation between buildings. As per the setbacks specified on the PUD Master Plan for Aspen Glen, the building setbacks proposed are as follows: front – 25 feet; rear – 15 feet; non-zero lot line side – 10 feet; and zero-lot line side – zero (0) feet.

The “Typical Lot Detail” of the proposed project as shown on the site plan (A101) illustrates the placement of each model type (A-C) within the typical 45 foot by 115 foot lot. The houses would be setback at least 25 feet from the front property line. A portion of this front setback would consist of a 10-foot wide utility easement. The detail also shows that the zero-lot line homes would be setback 10 feet from the side lot line and 15 feet from the rear lot line.

The elevations show that the mean height of the two (2) story homes would be 26 feet, as measured from the midpoint of the roof or the deck of a flat roof. The development will comply with the maximum height of 30 feet for all single-family residential zoning districts.

Design: The development proposes single-family residences in contemporary architectural styles. There are three proposed models (A-C). Each model has two variations, one with a pitched roof and one with a flat roof, each variation also has slight differences in the color allocations. The homes would be two (2) stories tall. The pitched roof variation of each of the three models would have a metal-seem roof. The elevations show that the

exterior finish of the walls would be textured stucco. The applicant is proposing a variety of neutral colors schemes which are compatible with the proposed architecture and surrounding developments.

Models (A-C) with similar house style types, each with four (4) bedrooms and a 2-car garage. Model A has four (4) and one-half bathrooms, model B has four (4) bathrooms, and model C has three (3) and one-half bathrooms. The air-conditioned living area each home would range from 3,646 square feet to 2,650 square feet. Staff has no objections to the proposed building colors, architectural styles, or roof types

Amenities: As noted above, the site plan depicts the inclusion of an amenity area including a pool and cabana.

Signage: One monument sign is proposed at the entry of the development. Greater detail will be submitted to staff for review.

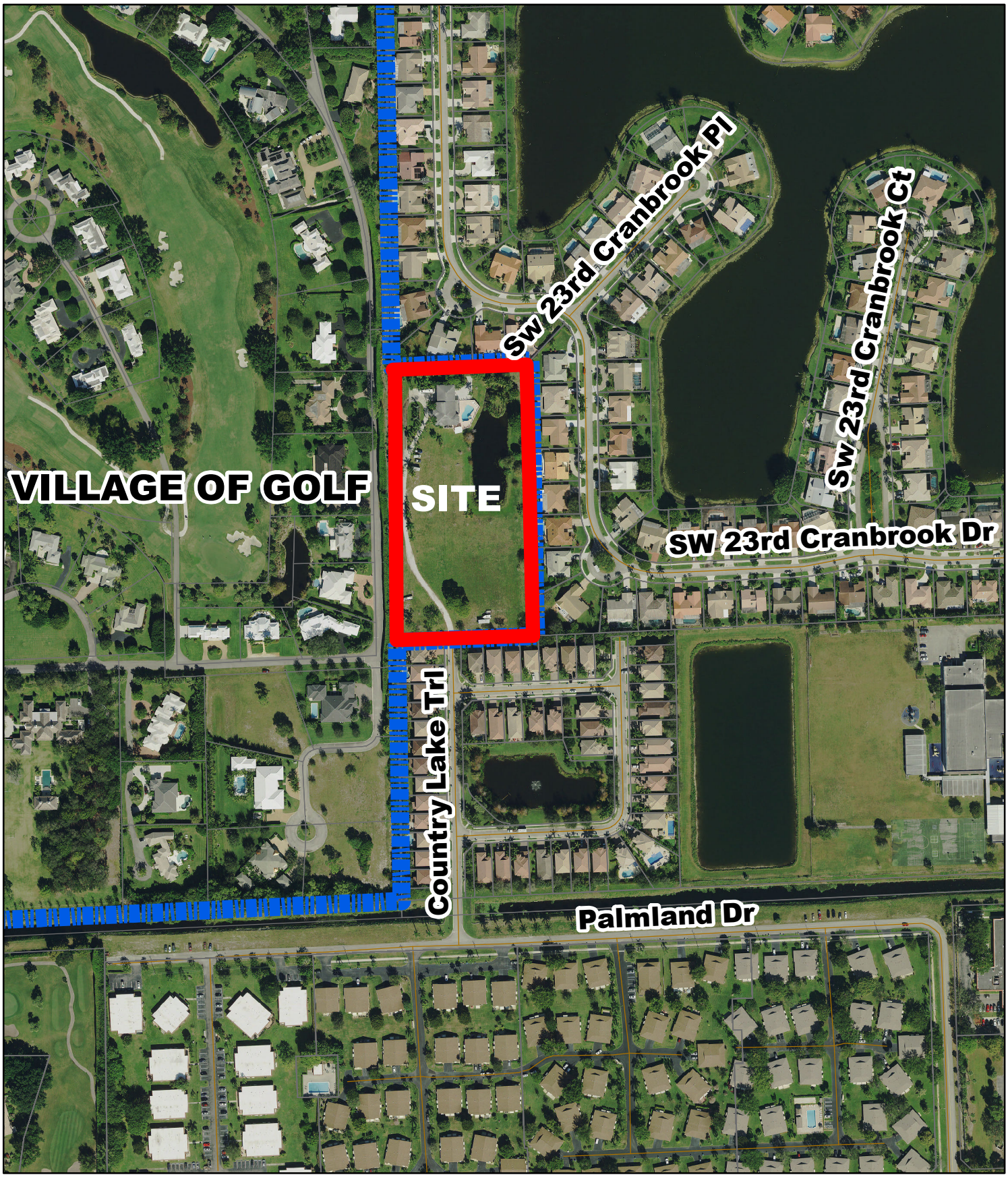
RECOMMENDATION

Staff has reviewed this request for a New Site Plan Modification and recommends APPROVAL, subject to approval of the accompanying applications and satisfying all comments indicated in Exhibit "C" – Conditions of Approval. Any additional conditions recommended by the Board or required by the City Commission shall be documented accordingly in the Conditions of Approval.

S:\Planning\SHARED\WP\PROJECTS\Country Trail PUD\NWSP\StaffReport\NWSP 19-001 CountryTrailPUDStaffReport.docx

EXHIBIT A

LOCATION MAP



LEGEND

City Boundary

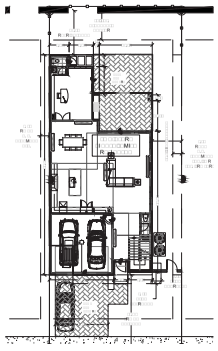
0 55 110 220 330 Feet

N

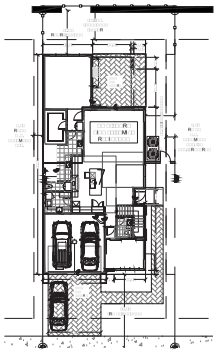
EXHIBIT B

Conceptual Elevations

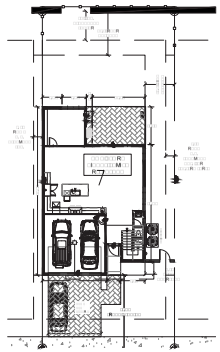
Model A



Model B



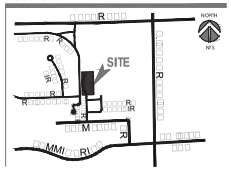
Model C

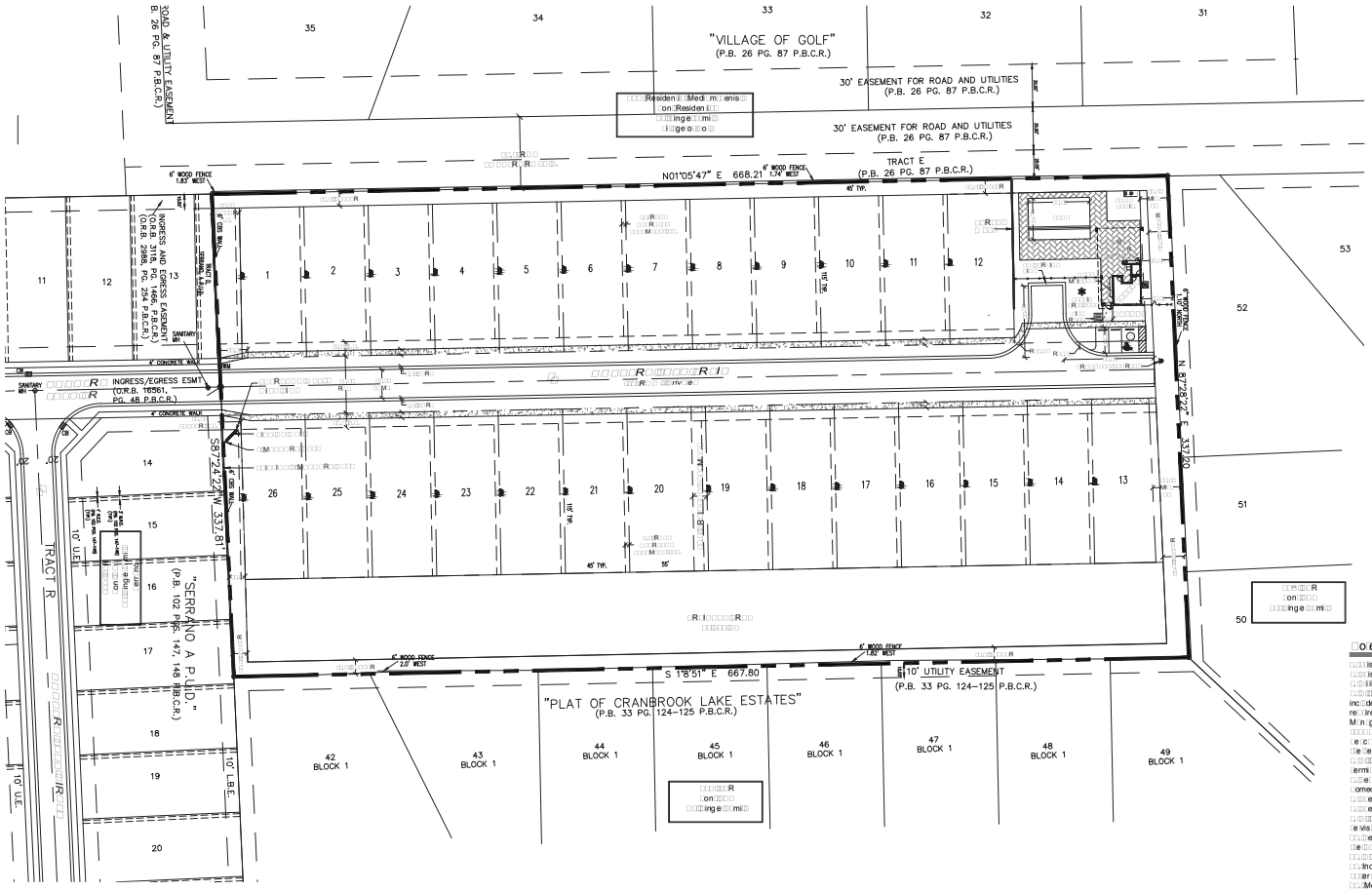


MODEL SF BREAKDOWN			
Model	First Floor	Second Floor	Total SF
A	1,600	2,046	3,646
B	1,818	1,344	3,162
C	1,213	1,437	2,650

Key

Location Map





Project Summary	Existing	Proposed
Jurisdiction	Palm Beach County	City of Boynton Beach
Future Land Use	MR-5	LDR - max. 7.5
Zoning	AR	PUD
Use	SF	Zero Lot Line
Site Area (ac)		5.17
Site Area (sf)		225,205.2
No. of Units - Zero Lot Line		26
Gross Density (u/a)		5.03

City Regulations - PUD	Code Required	Proposed
Project Area, Min.	5 ac	5.17 ac
Lot Area per Unit (sf)	Flexible	5,175
Lot Frontage Min. (ft)	Flexible	45
Lot Coverage, Max. (%)	N/A	
Structure Height Max. (ft)	45	30
No. of Stories		2
Building Coverage		
Building Setbacks Min. (ft)		
Front	Flexible	
Interior Side	Flexible	0 / 10'
Corner Side	Flexible	
Rear	Flexible	
Parking Required	60	
2 sp / unit - Unit	52	
.15 sp / unit - Guest	8	
Parking Provided		103
2 - Car Garage		50
1 - Car Garage + 1 sp		
Guest Spaces		52
Handicap		1
Construction Type		CBS
Occupancy Type	Residential	Residential
Flood Zone	X	X
F.F.E.		14.15/14.75 NAVD

Property Development Regulations

Zoning Dist./Pod	Min. Lot Dimensions (ft)			FAR	Bldg. Cover.	Setbacks/Separation (ft)			
PUD	Size	Width/ Frontage	Depth			Front	Interior Side	Side Street	Rear
Required	3.0 Ac.					25'	10'	0'	15'
Proposed	5.17 Ac.	337.81'	668.21'			25'	10'	NA	15'

Notes

1. This site is governed by the Preserve at Boynton Beach Master Development Agreement.
2. This site is subject to the zoning and development regulations.
3. Utilities may be provided by individual providers or by franchise agreements.
4. Permits may be limited to the following governing documents: Declaration of Restrictions, Articles of Incorporation, Bylaws, Rules and Regulations, Design Guidelines, Architectural Review Committee, Boynton Beach Community Association, Inc., Boynton Beach Homeowners Association, Individual Homeowners may not remove trees or vegetation approved by the Landscape Department unless approved by the Homeowners Association, Inc.
5. Certain areas may be subject to an irrevocable non-exclusive easement for ingress, egress, drainage, utilities and maintenance purposes in favor of adjacent property owners.
6. Mounding, berms, fences, walls and vegetation may be utilized to provide buffering and screening.
7. Model homes may be permitted prior to the recordation of the plat.
8. Model homes may be converted to residential dwelling units.
9. Sod shall be installed within 90 days following the issuance of a certificate of occupancy.
10. Individual homeowners may not remove trees or vegetation approved by the Landscape Department unless approved by the Homeowners Association, Inc.
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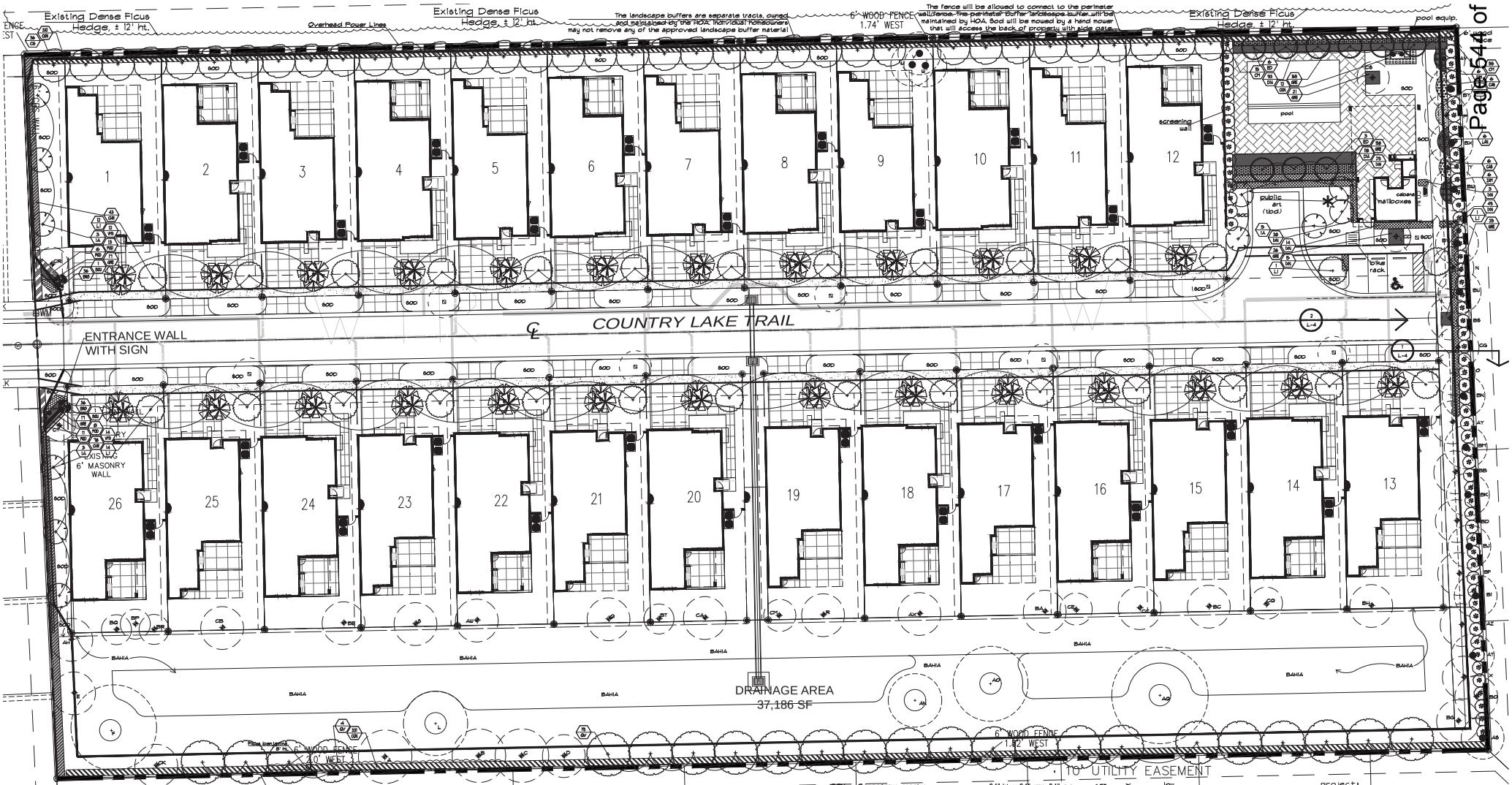
MILLER LAND PLANNING, INC.
508 E. Boynton Beach Blvd.
Boynton Beach, FL 33435
(561) 736-8838

Revisions

Original Submittal

Resubmittal

M:\MLP\PROJECTS\Country Trail PUD\5 - Drawings\3 - SP_resubmittal.dwg, SITE PLAN, 11/26/2018 4:25:35 PM



PLANT LIST - TREES

SYM	BOTANICAL/COMMON NAME	SPECIFICATIONS	QTY	NATIVE	WATER NEED
CS	Conocarpus erectus 'Sericeus' Silver Buttonwood	12' ht. x 5' spr., 2" cal. standard	36	Y	low
ED	Elaeocarpus decipiens Japanese Blueberry	14' ht. x 5' spr., 4" cal. conical	9	N	not listed
IA	Ilex attenuata East Palatka Holly	14-16' ht. x 5' spr., 4" cal.	11	Y	medium
LI	Lagerstroemia indica Crape Myrtle	16' ht. x 6' spr., 4" cal. standard	28	N	low
QV	Quercus virginiana Live Oak	16' ht. x 6' spr., 4" cal.	23	Y	low

PLANT LIST - PALMS

SYM	BOTANICAL/COMMON NAME	SPECIFICATIONS	QTY	NATIVE	WATER NEED
CM	Caryota mitis Fishtail Palm	16' ht. x 5' spr., ftb.	70	N	medium
VM3	Veitchia montgomeryana Triple Montgomery Palm	18' o.a. ht., triple trunk 14' c.t.	26	N	medium

PLANT LIST - GROUNDCOVER

SYM	BOTANICAL/COMMON NAME	SPECIFICATIONS	QTY	NATIVE	WATER NEED
BRO	Neoregelia 'Candy Apple' Bromeliad	12" ht. x 12" spr., 12" o.c.	72	N	not listed
CAS	Cassia bahamensis Bahama cassia	10" ht. x 10" spr., 18" o.c.	12	Y	not listed
DIA	Dianella tasmanica 'Variegata' Variegated Blueberry Flax Lily	12" ht. x 12" spr., 18" o.c.	211	N	not listed
GRE	Ficus microcarpa Green Island	10" ht. x 10" spr., 18" o.c.	429	N	not listed
LAN	Lantana camara Lantana	10" ht. x 10" spr., 18" o.c.	6	N	not listed
STA	Stachytarpheta jamaicensis Blue Porterweed	10" ht. x 10" spr., 18" o.c.	6	Y	low
ZAM	Zamia pumila Coontie	10" ht. x 10" spr., 18" o.c.	12	Y	not listed
BAHIA	Paspalum notatum Bahia Sod	full, fresh sod	as req'd	N	high
SOD	Stenotaphrum secundatum St. Augustine Sod	full, fresh sod	as req'd	N	high

PLANT LIST - SHRUBS

SYM	BOTANICAL/COMMON NAME	SPECIFICATIONS	QTY	NATIVE	WATER NEED
BOU	Bougainvillea spp. Bougainvillea	6' ht. x 3' spr., 1" cal.	2	N	low
CHR	Chrysobalanus icaco Cocoplum	24" ht. x 24" spr., 24" o.c.	121	Y	low
CON	Conocarpus erectus Green Buttonwood	24" ht. x 24" spr., 24" o.c.	678	Y	low
IXN	Ixora 'Nora Grant' Ixora	24" ht. x 24" spr., 24" o.c.	138	N	medium
POD	Podocarpus macrophyllus Podocarpus	42" ht. x 2' spr., 24" o.c.	38	N	medium

CODE DATA

Perimeter Buffer:
1 Tree/30 linear ft.
1981' / 30 = 67

67 Trees Required
81 Trees Provided

Hedge

Hedge Required
Hedge Provided

Street Trees:
1 Tree/20-25 linear ft.
1400' / 22.5 = 63

63 Trees Required
63 Trees Provided

Building Foundation Plan Required
Building Foundation Plan Provided, see sheet L-3

Mitigation
154" Required
154" / 4" = 39

39 Trees Required
41 Trees Provided

15' RADIUS

LIGHT POLE

Total Trees

130 Total Trees Required
144 Total Trees Provided
(41 mitigation trees+19 additional relocated palms)
65 Trees Must be Shade Trees
86 Shade Trees Provided

NOTE 1: Landscape buffers are owned and maintained by the HOA. Homeowners may not remove any of the approved landscape buffer material.

NOTE 2. All above ground mechanical equipment such as, but not limited to exterior utility boxes, meters, and transformers shall be visually screened.

NOTE 3. Units are interchangeable.

NORTH

project:
country trail pud
boynton beach, fl

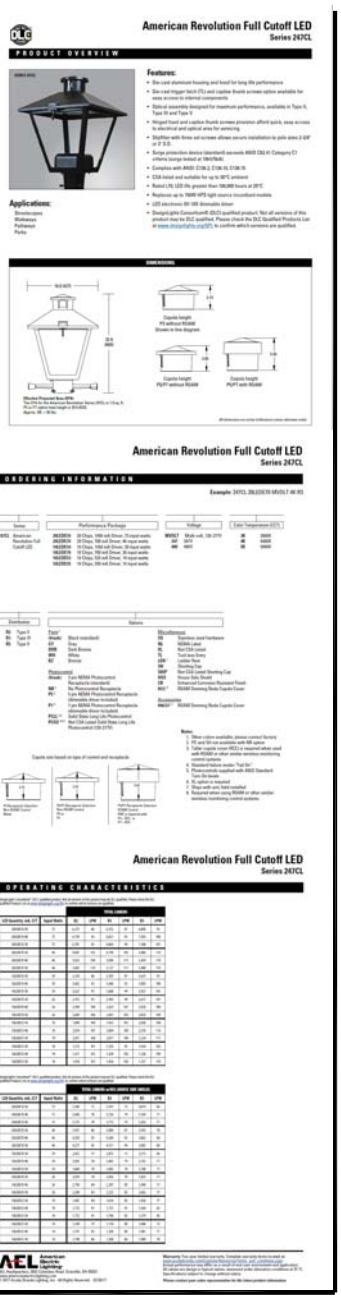
dave bodker
landscape architecture/planning inc.
601 n. congress ave., suite 105-a
delray beach, florida 33445
561-276-6311
#LA0000999

sheet title:
overall planting plan

project number: 7416
date: 09/04/2018
scale: 1" = 20'
drawn by: lmb

revisions:
△ 11/12/18
△ 11/27/18

sheet:
L-2
2 of 5 sheets



American Revolution Full Cutoff LED
Series 247CL

PRODUCT OVERVIEW

Features:

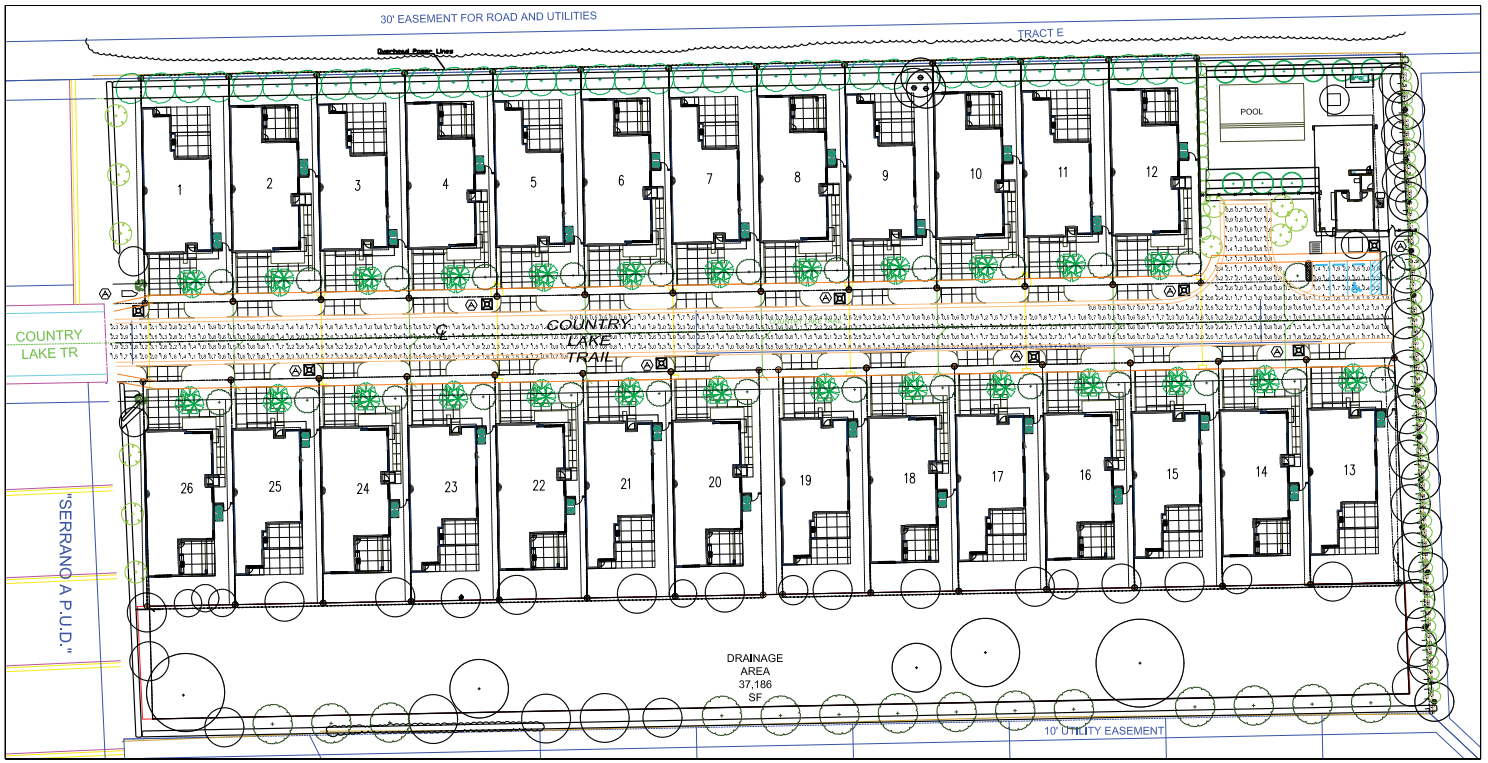
Applications:

American Revolution Full Cutoff LED
Series 247CL

ORDERING INFORMATION

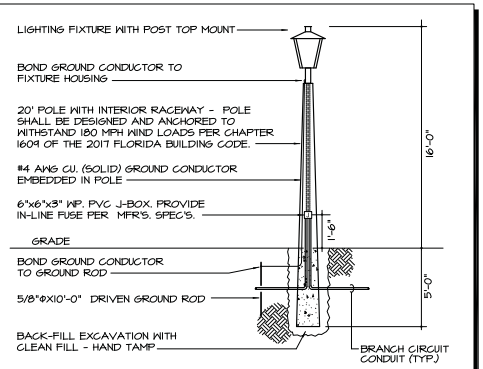
American Revolution Full Cutoff LED
Series 247CL

OPERATING CHARACTERISTICS



1 E-1 SITE LIGHTING PLAN

SCALE: 1" = 30'-0"



2 E-1 POLE MOUNTED LIGHTING FIXTURE DETAIL

SCALE: NONE

NOTE:
MANUFACTURER SHALL PROVIDE WIND LOAD CALCULATIONS FOR POLE SIGNED AND SEALED BY FLORIDA LICENSED ENGINEER.

CALCULATION SUMMARY:

AREA NAME	UNITS	SPACING	AVE	MAX	MIN	AVE/MIN	MAX/MIN
ROADWAY	FC	5.0 ft	1.62	4.0	0.5	3.24	8.00
PROPERTY LINE NORTH (HORIZONTAL)	FC	3.0 ft	0.02	0.2	0.0	N/A	N/A
PROPERTY LINE NORTH (VERTICAL)	FC	5.0 ft	0.05	0.2	0.0	N/A	N/A

LUMINAIRE SCHEDULE:

TYPE	MANUFACTURER	DESCRIPTION	ARRANGEMENT	WATTS	LUMENS	MOUNTING	LLF	QTY
A	AMERICAN ELECTRIC LIGHTING	247CL 20LED830 MVOLT 5K R3 H55 (BLACK)	SINGLE	73	5340	TOP OF FIXTURE 16' ABOVE GRADE ON 20' POLE	0.855	9

RONALD L. LEVINSON, P.E.
530 S. Federal Hwy
Suite No. 4
Lake Worth
Florida 33460-4681
Ph: (561)379-5855
Fax: (561)582-3700
LevinsonPE@gmail.com

FL P.E. NO. 34871

PROJECT:

COUNTRY TRAIL PUD

SITE LIGHTING

Boynton Beach
Florida

Date: 10-1-2018
Drawn By: RLL
Checked By: RLL
Project No.: 180701
Revised: 11-9-2018
11-21-2018

SHEET NO. 1 of 1

E-1

LEGEND:

- PROPERTY LINE
- SECTION IDENTIFIER (PLAN PAGE / DETAIL PAGE)
- PROPOSED ELEVATION
- DIRECTION OF FLOW
- EXISTING ELEVATION
- DENOTES AREA OF PROPOSED ASPHALT PAVING
- DENOTES AREA OF PROPOSED CONCRETE PAVING/SIDEWALK
- DENOTES AREA OF EXISTING PAVEMENT AND BASE TO BE REMOVED & REPLACED WITH CLEAN FILL
- PROPOSED TYPE E-INLET
- PROPOSED MANHOLE

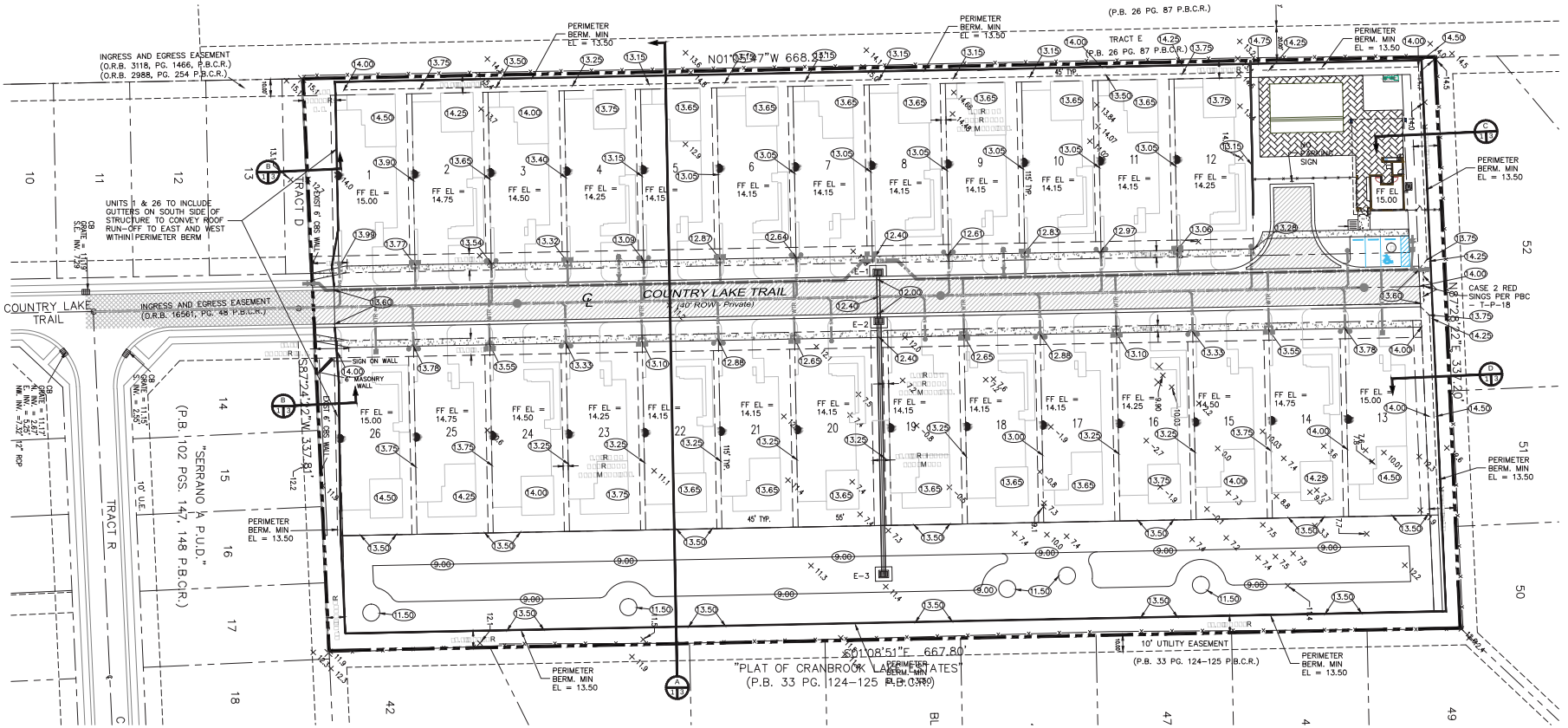
PIPE RUN TABLE

STRUCTURE	STRUCTURE	SOLID PIPE RUN	PERFORATED PIPE RUN
E-1	E-2	26 LF - 18" DIP @ 0.5%	
E-2	E-3	150 LF -24" HPDE @ 0.5%	

INLET TABLE

STRUCTURE	RIM ELEVATION	INVERT ELEVATION	CASTING (USF OR EQUAL)
E-1	11.61	9.50	USF 6290 FRAME & CONC COLLAR
E-2	11.61	9.36	USF 6290 FRAME & CONC COLLAR
E-3	13.66	8.61	USF 6290 FRAME & CONC COLLAR

LOCATION MAP
N.T.S.



"NOT FOR CONSTRUCTION"

NOTE: CONTRACTOR TO FIELD VERIFY EXACT LOCATION, SIZE, AND ELEVATION OF ALL IMPROVEMENTS AT TIME OF CONSTRUCTION AND REPORT ANY DISCREPANCIES TO ENVIRODESIGN ASSOCIATES, INC.

NOTE: FLOOR PLANS SHOWN FOR CONCEPTUAL PURPOSES ONLY. ACTUAL FLOOR PLANS TO BE DETERMINED.

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IT'S THE LAW
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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

SCALE: 1" = 30'

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NO.	DATE:	REVISIONS:	BY:
1	11/13/18	REVISE PER CITY COMMENTS & SP REVISIONS	BAB
2	11/26/18	REMOVE SOUTH RETAINING WALL & SITE SIGN REVISION	BAB

NOT VALID WITHOUT ENGINEER'S SEAL

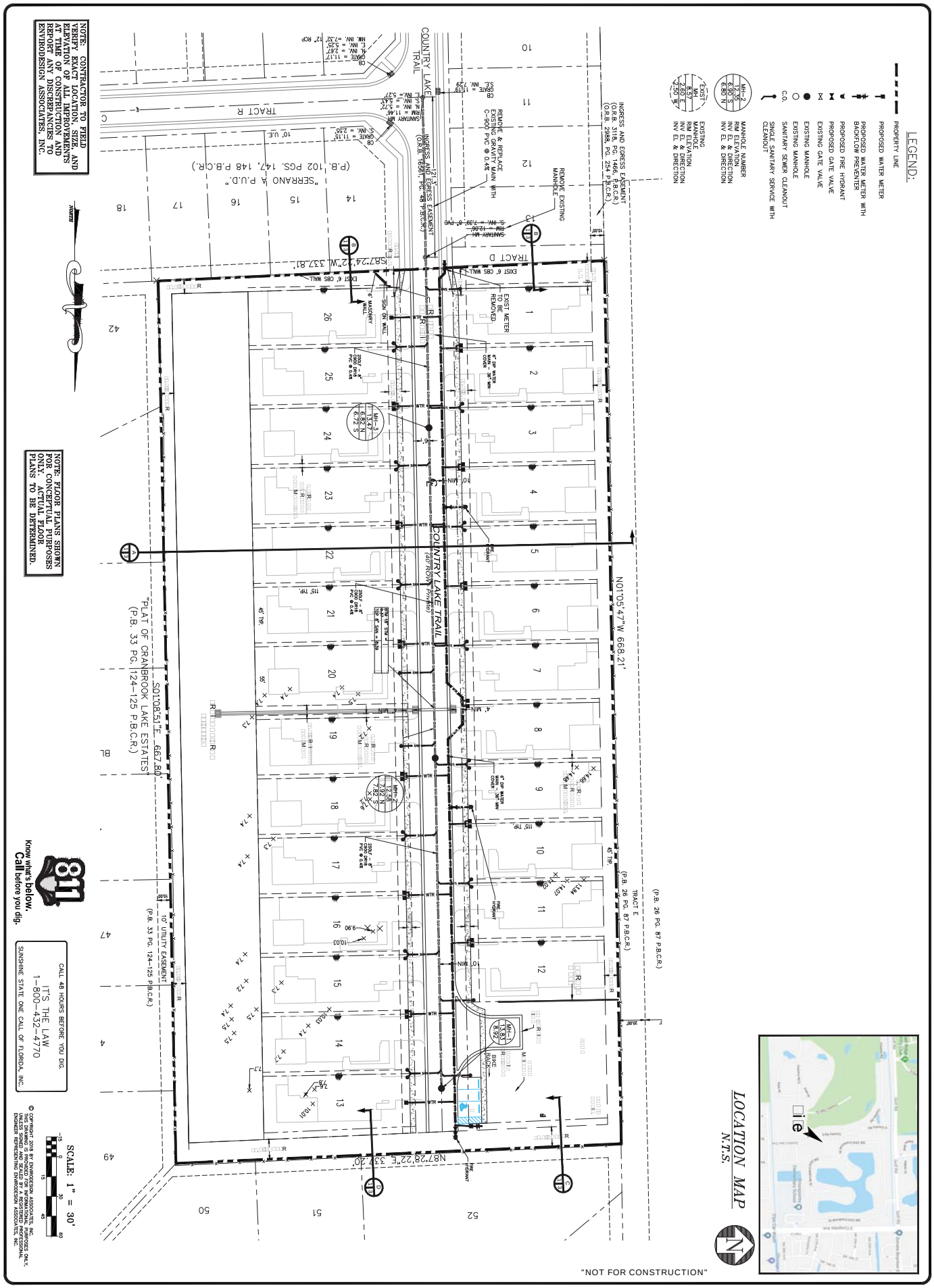
JOSEPH A. PIKE, P.E. FL REG # 42946

CIVIL SITE IMPROVEMENTS PLAN FOR:
COUNTRY TRAIL PUD
COUNTRY LAKE TRAIL
BOYNTON BEACH, FLORIDA

EnviroDesign Associates Inc.
Landscape Architecture
ENGINEERS • ENVIRONMENTAL • CONSULTANTS
298 Pineapple Grove Way Delray Beach, Florida 33444
Phone: (561) 274-6500 Fax: (561) 274-8558

DRAWN: B.A.B.
CHECKED: J.A.P.
DATE: 11/26/18
JOB NO. 18103-ENG
SHEET NO. 1 OF 12

P:\2018\18103-Country Trail PUD-Mstr...\site\DWG\18103-ENG.dwg, 11/26/2018 9:46:14 AM, JPEG full bleed D (24.00 x 36.00 inches)



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DRAWN:	B.A.B.
CHECKED:	J.A.P.
DATE:	11/26/18
JOB NO.	18103-ENG
SHEET NO.	2 of 12

EnviroDesign Associates Inc.
www.envidesign.com
ENGINEERS ◆ ENVIRONMENTAL CONSULTANTS
FLORIDA CERTIFICATE OF AUTHORIZATION No. 6506
298 Pineapple Grove Way Delray Beach, Florida 33444
Phone: (561) 274-6500 Fax: (561) 274-8558

WATER & WASTEWATER PLAN FOR:
COUNTRY TRAIL PUD
COUNTRY LAKE TRAIL
BOYNTON BEACH, FLORIDA

NOT VALID WITHOUT ENGINEER'S SEAL

JOSEPH A. PIKE, P.E.
FL REG # 42696

NO.	DATE:	REVISIONS:	BY:
1	11/13/18	REVISE PER CITY COMMENTS & SP REVISIONS	BAB
2	11/26/18	UPDATE TO MATCH SITE SIGN REVISION	BAB

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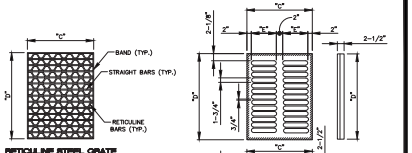


RETICULINE STEEL GRATE
STRAIGHT BARS: 2"x1/4"
RETICULINE BARS: 1-1/4"x3/16"
BANDS: 2"x1/4"

* US FOUNDRY STAMP "CITY OF BOYNTON BEACH" ON GRATE/MANHOLE FRAME

NOTE: TYPE "C" GRATES ARE CAST IN TWO SECTIONS.

CAST IRON GRATE

TYPE INLET	DIMENSIONS					MAX. PIPE DIAMETER	
	"A"	"B"	"C"	"D"	"E"	"A"	"B"
"C"	2'-0"	3'-1"	2'-4"	3'-0"	11"	18"	30"
"E"	3'-0"	4'-6"	3'-4"	4'-4"	1'-5"	30"	48"

INLET NOTES:

- BEVELED EDGES: ALL EXPOSED CORNERS AND EDGES TO BE CHAMFERED 3/4".
- FOUNDATION MATERIAL: WHERE MATERIAL UNSATISFACTORY FOR FOUNDATION IS ENCOUNTERED, ALL SUCH MATERIAL MUST BE REMOVED DOWN TO SATISFACTORY MATERIAL AND BACKFILLED TO SUBGRADE WITH CLEAN SAND.
- GRATES: IN ACCORDANCE WITH F.D.O.T. SPECIFICATIONS.
- INLET TYPES: INLETS ARE TO BE CONSTRUCTED TO THE DIMENSIONS SHOWN HEREON. TYPE "E MOD." IS A TYPE "E" TURNED 90° TO RECIEVE R.C.P. UP TO 48" DIAMETER.
- MATERIAL: INLET WALLS AND BASES MAY BE EITHER CAST-IN-PLACE CLASS I, 2500 P.S.I. CONCRETE OR PRECAST CLASS II, 4000 P.S.I. CONCRETE.
- LOCKDOWN: PROVIDE EYEBOLT PER F.D.O.T. STANDARD INDEX 201.
- ALL GRATES SHALL BE CHAINED TO THE STRUCTURE.

BACKFILL NOTE:
COMPACT TRENCH BACKFILL AND SOIL WITHIN MIN. 5' OF TRENCH TO MIN. 95% OF MAX IN GRASS AREA, 98% OF MAX IN PAVED AREAS. DRY DENSITY PER ASTM D-1557.

BOYNTON BEACH UTILITIES DEPARTMENT CONSTRUCTION STANDARDS & DETAILS

TYPICAL INLET & EXFILTRATION TRENCH DETAIL FOR NON-TRAFFIC AREAS

NOT TO SCALE | EFF. DATE 01/13 | PAGE NUMBER D-3

ROADWAY DESIGN CRITERIA

ROADWAY TYPE	R/W WIDTH (MIN.)	NUMBER OF LANES	PVMT. WIDTH (MIN.)	LONG. GRADE (%)	ASPH. THK. TYPE S-1 OR S-3		NOTES
ALLEY	20'	2	18'	0.40%–2.4%	1 1/4"	1 1/2"	(1)
MARGINAL ACCESS	40'	2	22'–34'	0.32%–2.4%	1 1/4"	1 1/2"	–
LOCAL (CURB & GUTTER)	50'	2	22'	0.24%–2.4%	1 1/4"	1 1/2"	(2)
LOCAL (W/ SWALES)	60'	2	22'	0.32%–2.4%	1 1/4"	1 1/2"	(2)
LOCAL (NON-RES.) *	50'	2	24'	0.24%–2.4%	1 1/2"	1 3/4"	(7)
COLLECTOR	80'	3 (MIN.)	36' (MIN.)	0.32%–2.4%	1 1/2"	1 3/4"	(2) (3)
ARTERIAL	120'	5 (MIN.)	60' (MIN.)	0.24%–2.4%	1 3/4"	2	(3)

REFER TO DWG. # P-2 FOR PAVEMENT COMPOSITIONS.

* USE ON LOCAL RESIDENTIAL STREETS WHERE THE ADT IS > 2000 TRIPS/DAY, AND ON ALL RETAIL/COMMERCIAL/INDUSTRIAL STREETS (ROADWAYS).

NOTES:

(1) ALLEYS ARE REQUIRED ALONG REAR LOT LINES OF COMMERCIAL SUBDIVISIONS AND ARE ALLOWED IN INDUSTRIAL SUBDIVISIONS. ALLEYS REQUIRE AN INVERTED CROWN W/ 3% CROSS (ADVERSE) SLOPE.

(2) RIGHT-OF-WAY MAY BE REDUCED BY EIGHT (8) FEET IF ADEQUATE PEDESTRIAN CIRCULATION IS PROVIDED BY BICYCLE/PEDESTRIAN PATHS LOCATED OUTSIDE THE RIGHT-OF-WAY.

(3) THIS MAY INCLUDE TURNING LANES.

(4) REFER TO CITY'S LAND DEVELOPMENT REGULATIONS (CHAPTER 6, ARTICLE IV, SECTION 10) FOR DETAILED ROADWAY DEVELOPMENT CRITERIA NOT DEFINED ON THESE DETAILS.

(5) DESIGN AND CONSTRUCTION IS INTENDED TO FOLLOW THE CRITERIA OF THE F.D.O.T. "STANDARDS FOR ROAD AND BRIDGE CONSTRUCTION", 2000 EDITION, CITING THE "ROADWAY AND TRAFFIC DESIGN STANDARDS" DATED JANUARY, 2000 WHERE APPLICABLE.

(6) SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL LOCAL AND COLLECTOR STREETS, AND ON ONE SIDE OF THE MARGINAL ACCESS STREETS.

(7) IN COMMERCIAL AND INDUSTRIAL SUBDIVISIONS, ALL LOCAL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS FOR A COLLECTOR STREET.

(8) ALL INTERSECTING STREET R/W LINES SHALL BE JOINED BY A LONG CHORD WITH A MINIMUM RADIUS OF 25 FEET.

(9) ROAD GRADES SHALL BE SHOWN ON THE DEVELOPMENT PLANS BY THE DIRECTIONAL, PERCENT (%) FALL, AND WITH A CENTERLINE LINEAL DISTANCE BETWEEN CONTROL POINTS.

BOYNTON BEACH ENGINEERING DIVISION CONSTRUCTION STANDARDS & DETAILS

CRITERIA.DWG | ROADWAY DESIGN CRITERIA | EFF. DATE 08/02 | DWG. NO. P-1

TABLE OF MATERIALS AND CONSTRUCTION STANDARDS: RESIDENTIAL ACCESS AND LOCAL STREETS

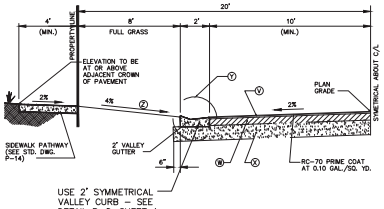
COMPONENT (1)	DESCRIPTION OF MATERIALS	CONSTRUCTION STANDARDS MINIMUM IN PLACE		NOTES
		THICKNESS (2)	METHOD (3)	
Ⓐ	TYPE S-1 ASPHALTIC CONCRETE	1-1/4"	ONE (1) LIFT	TACK COAT REQUIRED WITH MULTIPLE LIFTS
	TYPE S-3 ASPHALTIC CONCRETE	1-1/2"	TWO (2) EQUAL LIFTS	
Ⓑ	LIMEROCK	6"	COMPACTED	SEE DETAIL DRAWINGS FOR PRIME COAT NOTATION
	SHELLROCK	8"	COMPACTED	
	CRUSHED CONCRETE	8"	COMPACTED	
Ⓒ	SUBGRADE	12"	COMPACTED	[3]
Ⓓ	SUBGRADE	12"	STABILIZED TYPE B	[4]

KEY

[1]	A = PAVEMENT B = BASE C = SUBGRADE
[2]	ALL DIMENSIONS REFER TO COMPACTED THICKNESS.
[3]	COMPACTED TO AT LEAST 98% MAXIMUM DENSITY PER A.A.S.H.T.O. T-180 SPECIFICATION.
[4]	STABILIZE TO L.B.R. VALUE OF 40 FOR LOCAL STREETS, AND TO L.B.R. VALUE OF 50 OR GREATER FOR HIGHER STREET CLASSIFICATIONS.

BOYNTON BEACH ENGINEERING DIVISION CONSTRUCTION STANDARDS & DETAILS

CRITERIA.DWG | PAVEMENT COMPOSITION RESIDENTIAL ACCESS AND LOCAL STREETS | EFF. DATE 08/02 | DWG. NO. P-2



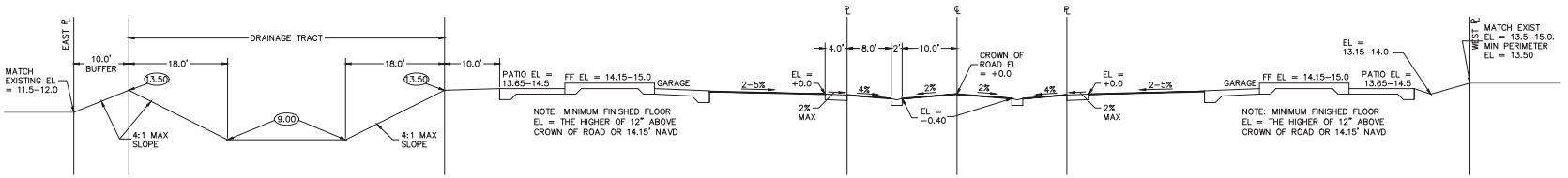
USE 2' SYMMETRICAL VALLEY CURB – SEE DETAIL P-8, SHEET 4.

Ⓥ WEARING SURFACE: SEE TABLE ON STD. DWGS. P-1 & P-2.
Ⓦ BASE: SEE TABLE ON STD. DWGS. P-1 & P-2.
Ⓧ SUBGRADE: SEE TABLE ON STD. DWGS. P-1 & P-2.
Ⓨ SHOULDER AND PAVEMENT EDGE: SEE STD. DWGS. P-5 & P-6.
Ⓩ NOT TO EXCEED 10% IN LOT ACCESS & DRIVEWAY AREAS.

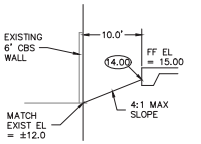
BOYNTON BEACH ENGINEERING DIVISION CONSTRUCTION STANDARDS & DETAILS

CRITERIA.DWG | TYPICAL ROADWAY SECTION 50' LOCAL STREET | EFF. DATE 08/02 | DWG. NO. P-3

"NOT FOR CONSTRUCTION"

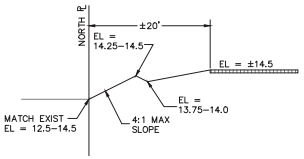


A 1 3 EAST–WEST SECTION
NOT–TO–SCALE

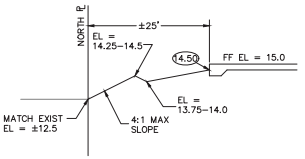


NOTE: UNITS 1 & 26 TO INCLUDE GUTTERS ON SOUTH SIDE OF STRUCTURE TO CONVEY ROOF RUN–OFF TO EAST AND WEST WITHIN PERIMETER BERM

B 1 3 SOUTH SECTION
NOT–TO–SCALE



C 1 3 NORTH SECTION
NOT–TO–SCALE



D 1 3 NORTH SECTION
NOT–TO–SCALE

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NO.	DATE:	REVISIONS:	BY:
2	11/13/18	ADD CROSS-SECTION PER CITY COMMENTS	BAB
1	11/26/18	REVISE SECTION B-1-3	BAB

NOT VALID WITHOUT ENGINEER'S SEAL

JOSEPH A. PIKE, P.E. FL REG # 42846

PAVING & DRAINAGE DETAILS FOR:
COUNTRY TRAIL PUD
COUNTRY LAKE TRAIL
BOYNTON BEACH, FLORIDA

ENGINEERS & ENVIRONMENTAL CONSULTANTS
EnviroDesign Associates, Inc.
Certificate of Authorization No. 6598
298 Pineapple Grove Way Delray Beach, Florida 33444
Phone: (561) 274-6500 Fax: (561) 274-8558

DRAWN: B.A.B.
CHECKED: J.A.P.
DATE: 11/26/18
JOB NO. 18103-DTL
SHEET NO. 3 OF 12

D:\2018\18103-Country Trail PUD-Mass Jules\DWG\18103-DTL.dwg, 11/26/2018 9:24:12 AM, ARCH full bleed D (24.00 x 36.00 inches)

EXHIBIT C

RESIDENTIAL CODE INFORMATION

ALL RESIDENTIAL CONSTRUCTION SHALL COMPLY WITH SEVEN VOLUMES OF THE FLORIDA BUILDING CODE 2017 EDITION. THE CODE IS COMPILED WITH THE 2017 ADDITION OF THE NATIONAL ELECTRICAL CODE ADOPTED BY REFERENCE. THE NATIONAL ELECTRICAL CODE IS REFERENCED STANDARD NFPA-70A.

RESIDENTIAL POOL SAFETY ACT - CHAPTER 45 OF THE 2017 FBC RESIDENTIAL

1. ALL DOORS AND WINDOWS PROVIDING DIRECT ACCESS FROM THE HOME SHALL MEET THE RESIDENTIAL POOL SAFETY ACT.

2. ALL SCREEN DOORS ARE TO BE SELF LATCHING AND SELF CLOSING. LATCH MECHANISM SHALL BE MOUNTED AT 54" A.F.F.

3. ALARMS SHALL BE INSTALLED ON DOORS.

4. THE G.C. IS TO VERIFY THAT ALL ACCESS TO THE POOL AREA MEET THE SWIMMING POOL SAFETY ACT.

5. ALL SITE WALLS TO COMPLY WITH THE RESIDENTIAL POOL SAFETY ACT.

ZONING DEVELOPMENT REGULATIONS

ZONING	PUD	
	REQUIRED	PROPOSED
LOT SIZE		+/-5,175 S.F.
LOT WIDTH		45'-0"
LOT DEPTH		115'-0"
LOT COVERAGE (SEE CALCULATIONS, THIS SHEET)	N/A	44.54 % = 2,302 S.F.
FRONT SETBACK	25'-0" (MIN)	25'-0" MIN.
REAR SETBACK	15'-0" (MIN)	15'-0" MIN.
SIDE SETBACK	10'-0" (MIN)	0'-0" LEFT/ 10'-0" RIGHT
POOL SETBACK		N/A
FLOOR AREA (SEE CALCULATIONS, THIS SHEET)	1,500 S.F. (MIN)	3,646 S.F.
STRUCTURE HEIGHT	45'-0' (MAX)	
NUMBER OF STORIES	N/A	2
IMPERVIOUS COVERAGE (SEE CALCULATIONS, THIS SHEET)		45.8% = 2,369 S.F.
OPEN AREA (SEE CALCULATIONS, THIS SHEET)		37.6% = 1,947 S.F.

LOT COVERAGE

FIRST FLOOR	1,600 S.F.
2-CAR GARAGE	450 S.F.
OUTDOOR LIVING	252 S.F.
TOTAL	2,302 S.F.

FLOOR AREA
(AIR CONDITIONED SPACE)

A/C - FIRST FLOOR	1,600 S.F.
A/C - SECOND FLOOR	2,046 S.F.
TOTAL	3,646 S.F.

IMPERVIOUS COVERAGE

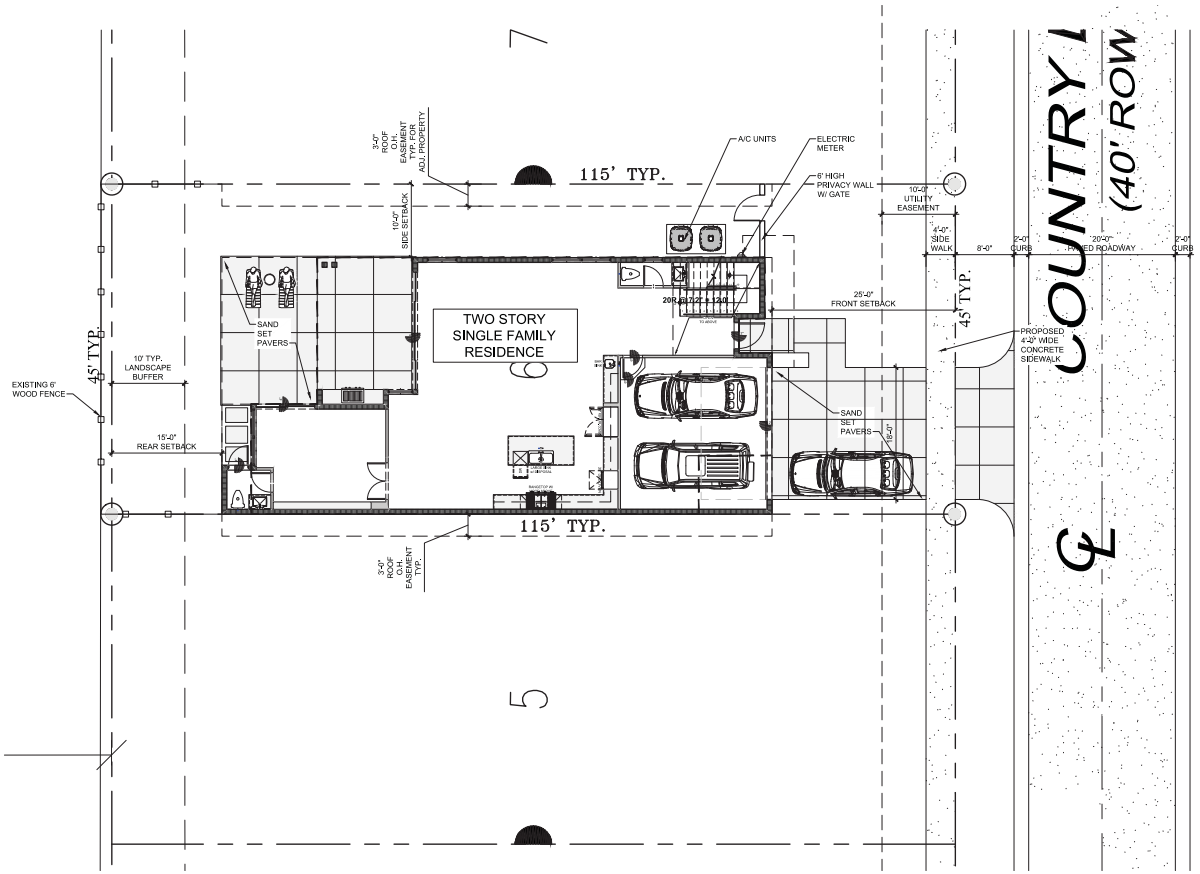
LOT COVERAGE	2,302 S.F.
ENTRY PLAZA	35 S.F.
EQUIPMENT PAD	32 S.F.
TOTAL	2,369 S.F.

OPEN AREA

IMPERVIOUS COVERAGE	2,369 S.F.
DRIVEWAY	421 S.F.
POOL TERRACE	438 S.F.
TOTAL	3,228 S.F. = 62.4%
TOTAL OPEN AREA 5,175 - 3,228 =	1,947 S.F. = 37.6%

GENERAL NOTES

1. TIMER CLOCK OR PHOTOCELL LIGHTING FOR NIGHTTIME USE SHALL BE ABOVE OR NEAR ENTRYWAY.



1 SITE PLAN
1/8"=1'-0"

TOTAL AIR CONDITIONED AREA TABULATION	
A/C - 1ST FLOOR	1600 SF
A/C - 2ND FLOOR	2046 SF
TOTAL AREA	3646 SF

TOTAL NON-AIR CONDITIONED + AIR CONDITIONED AREA TABULATION	
2-CAR GARAGE	450 SF
A/C - 1ST FLOOR	1600 SF
A/C - 2ND FLOOR	2046 SF
COVERED ENTRY	35 SF
FRONT BALCONY	33 SF
MASTER TERRACE	48 SF
OUTDOOR LIVING	252 SF
TOTAL AREA	4464 SF

PRELIMINARY - NOT FOR CONSTRUCTION 08-14-18

REVISIONS	BY	DATE
PRELIMINARY SET	SH	08.14.18

MJ HOMES (MODEL A)
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BOYNTON BEACH, FLORIDA

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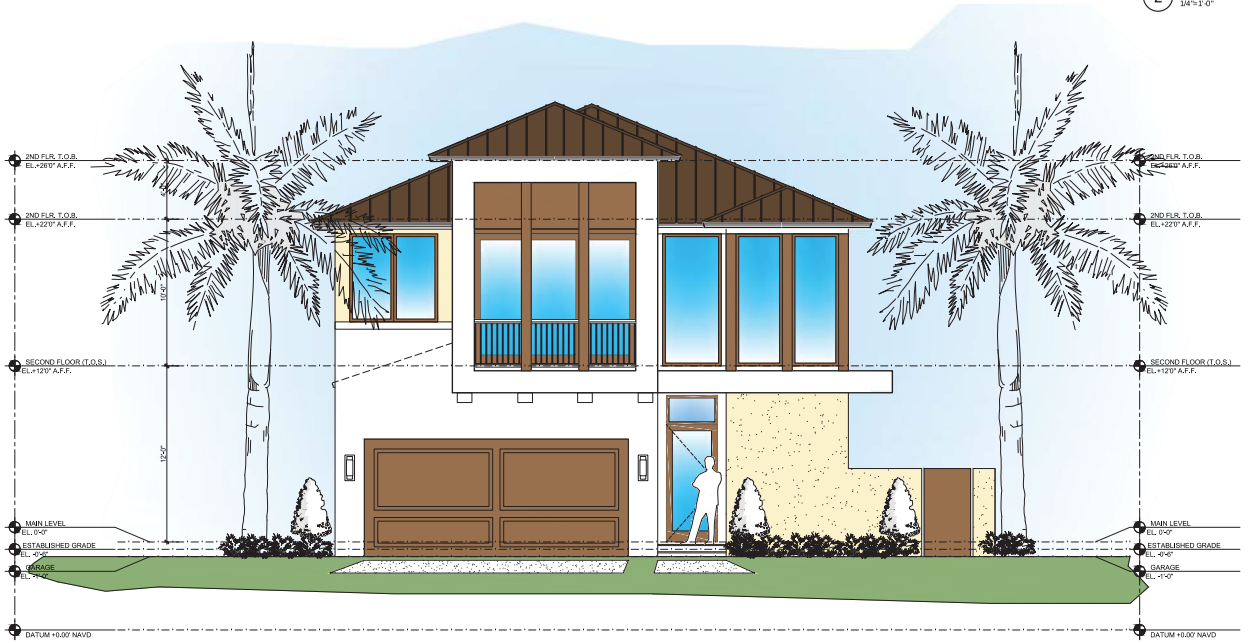
2 FRONT ELEVATION - OPTION B
1/4"=1'-0"



1 FRONT ELEVATION - OPTION A
1/4"=1'-0"

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REVISIONS	BY	DATE
PRELIMINARY SET		08.14.18

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RESIDENTIAL CODE INFORMATION

ALL RESIDENTIAL CONSTRUCTION SHALL COMPLY WITH SEVEN VOLUMES OF THE FLORIDA BUILDING CODE 2017 EDITION. THE CODE IS COMPILED WITH THE 2017 ADDITION OF THE NATIONAL ELECTRICAL CODE ADOPTED BY REFERENCE. THE NATIONAL ELECTRICAL CODE IS REFERENCED STANDARD NFPA-70A.

RESIDENTIAL POOL SAFETY ACT - CHAPTER 45 OF THE 2017 FBC RESIDENTIAL

1. ALL DOORS AND WINDOWS PROVIDING DIRECT ACCESS FROM THE HOME SHALL MEET THE RESIDENTIAL POOL SAFETY ACT.

2. ALL SCREEN DOORS ARE TO BE SELF LATCHING AND SELF CLOSING. LATCH MECHANISM SHALL BE MOUNTED AT 54" A.F.F.

3. ALARMS SHALL BE INSTALLED ON DOORS.

4. THE G.C. IS TO VERIFY THAT ALL ACCESS TO THE POOL AREA MEET THE SWIMMING POOL SAFETY ACT.

5. ALL SITE WALLS TO COMPLY WITH THE RESIDENTIAL POOL SAFETY ACT.

ZONING DEVELOPMENT REGULATIONS

ZONING	PUD	
	REQUIRED	PROPOSED
LOT SIZE		+/-5,175 S.F.
LOT WIDTH		45'-0"
LOT DEPTH		115'-0"
LOT COVERAGE (SEE CALCULATIONS, THIS SHEET)	N/A	50.05 % = 2,305 S.F.
FRONT SETBACK	25'-0" (MIN)	25'-0" MIN.
REAR SETBACK	15'-0" (MIN)	15'-0" MIN.
SIDE SETBACK	10'-0" (MIN)	0'-0" LEFT/ 10'-0" RIGHT
POOL SETBACK	10'-0" (MIN)	N/A
FLOOR AREA (SEE CALCULATIONS, THIS SHEET)	1,500 S.F. (MIN)	3,162 S.F.
STRUCTURE HEIGHT	45'-0" (MAX)	
NUMBER OF STORIES	N/A	2
IMPERVIOUS COVERAGE (SEE CALCULATIONS, THIS SHEET)		49.6% = 2,569 S.F.
OPEN AREA (SEE CALCULATIONS, THIS SHEET)		36.5% = 1,889 S.F.

LOT COVERAGE

FIRST FLOOR	1,818 S.F.
2-CAR GARAGE	448 S.F.
OUTDOOR LIVING	238 S.F.
TOTAL	2,504 S.F.

FLOOR AREA
(AIR CONDITIONED SPACE)

A/C - FIRST FLOOR	1,818 S.F.
A/C - SECOND FLOOR	1,344 S.F.
TOTAL	3,162 S.F.

IMPERVIOUS COVERAGE

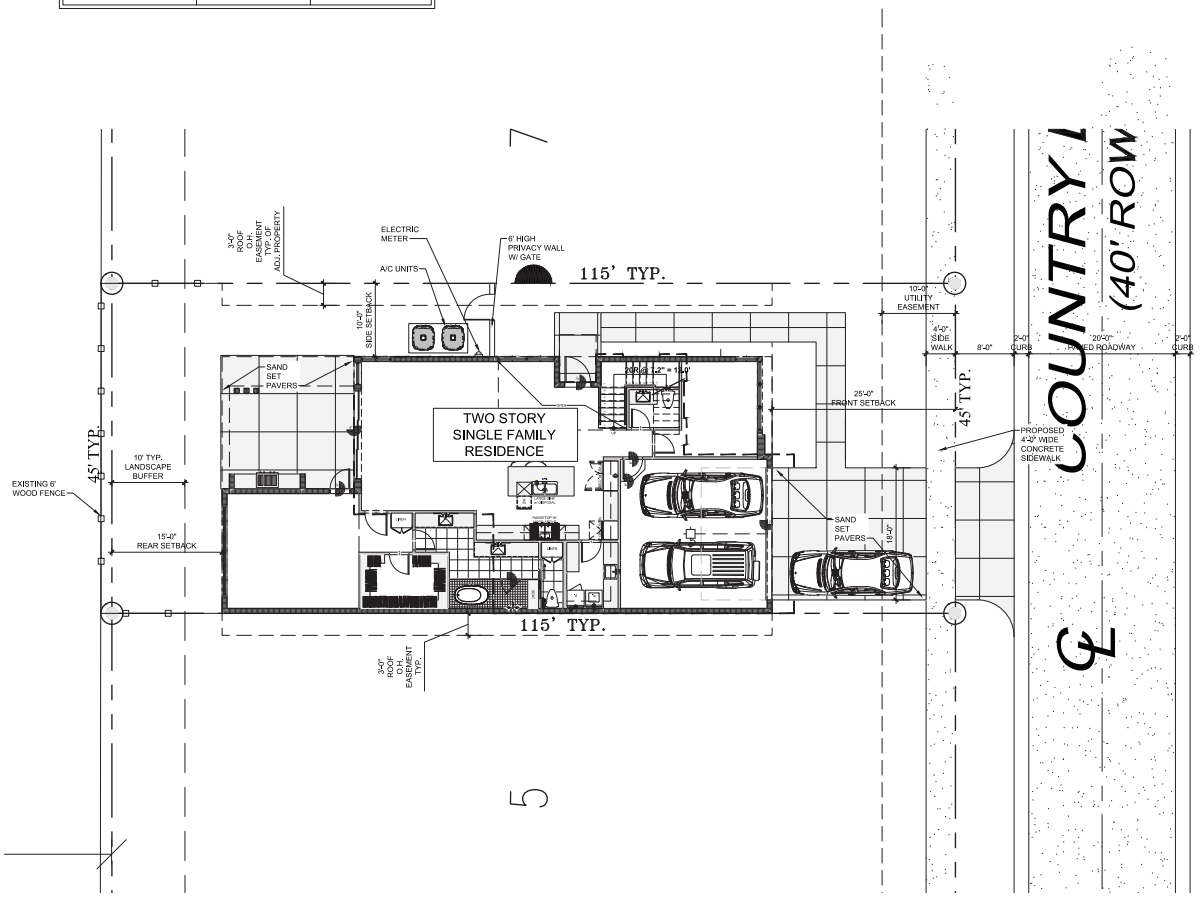
LOT COVERAGE	2,504 S.F.
ENTRY PLAZA	33 S.F.
EQUIPMENT PAD	32 S.F.
TOTAL	2,569 S.F.

OPEN AREA

IMPERVIOUS COVERAGE	2,569 S.F.
DRIVEWAY	600 S.F.
POOL TERRACE	117 S.F.
TOTAL	3,286 S.F. = 63.5%
TOTAL OPEN AREA 5,175 - 3,286 = 1,889	1,889 S.F. = 36.5%

GENERAL NOTES

1. TIMER CLOCK OR PHOTOCELL LIGHTING FOR NIGHTTIME USE SHALL BE ABOVE OR NEAR ENTRYWAY.



1 SITE PLAN
1/8"=1'-0"

TOTAL AIR CONDITIONED AREA TABULATION	
A/C - 1ST FLOOR	1818 SF
A/C - 2ND FLOOR	1344 SF
TOTAL AREA	3162 SF

TOTAL NON-AIR CONDITIONED + AIR CONDITIONED AREA TABULATION	
2-CAR GARAGE	448 SF
A/C - 1ST FLOOR	1818 SF
A/C - 2ND FLOOR	1344 SF
COVERED ENTRY	33 SF
FRONT BALCONY	47 SF
OUTDOOR LIVING	238 SF
TOTAL AREA	3927 SF

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REVISIONS	BY	DATE
PRELIMINARY SET	SKH	08.14.18

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2 FRONT ELEVATION - OPTION B
1/4"=1'-0"

1 FRONT ELEVATION - OPTION A
1/4"=1'-0"

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REVISIONS	BY	DATE
PRELIMINARY SET		

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4. THE G.C. IS TO VERIFY THAT ALL ACCESS TO THE POOL AREA MEET THE SWIMMING POOL SAFETY ACT.
5. ALL SITE WALLS TO COMPLY WITH THE RESIDENTIAL POOL SAFETY ACT.

ZONING DEVELOPMENT REGULATIONS

ZONING	PUD	
	REQUIRED	PROPOSED
LOT SIZE		+-5,175 S.F.
LOT WIDTH		45'-0"
LOT DEPTH		115'-0"
LOT COVERAGE (SEE CALCULATIONS, THIS SHEET)	N/A	38 % = 1,969 S.F.
FRONT SETBACK	25'-0" (MIN)	25'-0" MIN.
REAR SETBACK	15'-0" (MIN)	15'-0" MIN.
SIDE SETBACK	10'-0" (MIN)	0'-0" LEFT/ 10'-0" RIGHT
POOL SETBACK		N/A
FLOOR AREA (SEE CALCULATIONS, THIS SHEET)	1,500 S.F. (MIN)	2,650 S.F.
STRUCTURE HEIGHT	45'-0" (MAX)	
NUMBER OF STORIES	N/A	2
IMPERVIOUS COVERAGE (SEE CALCULATIONS, THIS SHEET)		47% = 2,436 S.F.
OPEN AREA (SEE CALCULATIONS, THIS SHEET)		53% = 2,739 S.F.

LOT COVERAGE

2-CAR GARAGE	453 SF
A/C - 1ST FLOOR	1213 SF
COVERED ENTRY	47 SF
OUTDOOR LIVING	257 SF
TOTAL AREA	1969 SF

FLOOR AREA (air conditioned)

A/C - 1ST FLOOR	1213 SF
A/C - 2ND FLOOR	1437 SF
TOTAL AREA	2650 SF

IMPERVIOUS COVERAGE

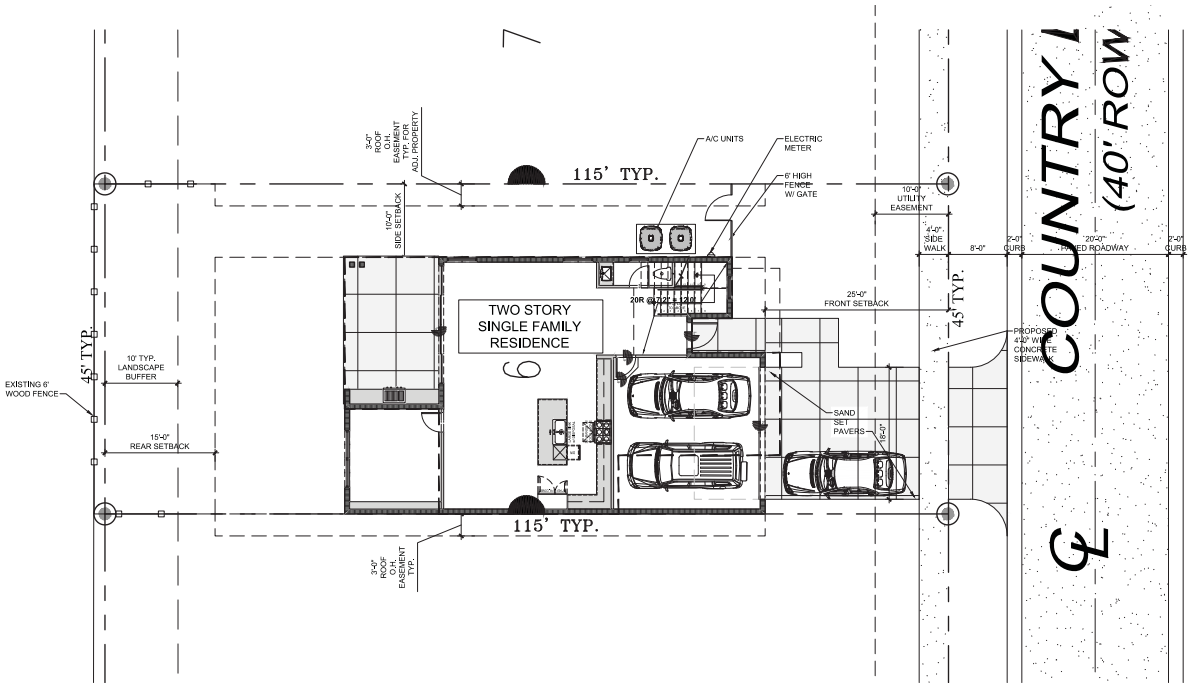
2-CAR GARAGE	453 SF
A/C - 1ST FLOOR	1213 SF
COVERED ENTRY	47 SF
DRIVEWAY	435 SF
EQUIPMENT PAD	32 SF
OUTDOOR LIVING	257 SF
TOTAL AREA	2436 SF

OPEN AREA

IMPERVIOUS COVERAGE	2,436 S.F.
TOTAL OPEN AREA 5,175 - 2,436 =	2,739 S.F. = 53%

GENERAL NOTES

1. TIMER CLOCK OR PHOTOCELL LIGHTING FOR NIGHTTIME USE SHALL BE ABOVE OR NEAR ENTRYWAY.



1 SITE PLAN
1/8"=1'-0"

SITE PLAN SUBMISSION 11-26-18

REVISIONS	BY	DATE
SITE PLAN SUBMISSION	SC	11.26.18

MJ HOMES (MODEL C)
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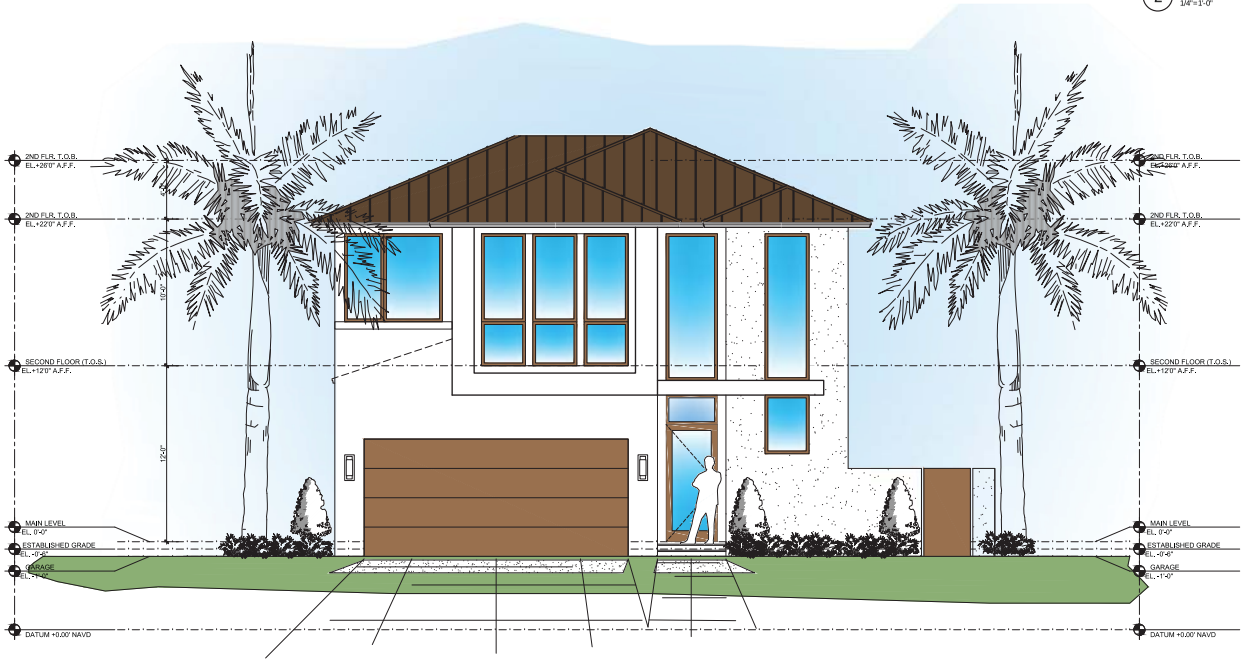
2 FRONT ELEVATION - OPTION B
1/4"=1'-0"



1 FRONT ELEVATION - OPTION A
1/4"=1'-0"

SITE PLAN SUBMISSION 11-26-18

REVISIONS	BY	DATE
SITE PLAN SUBMISSION	SRC	11.26.18

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EXHIBIT D

Conditions of Approval

Project Name: Country Trail PUD
File number: NWSP 19-001
Reference: 3rd review plans identified as a Major Site Plan Modification with a November 27, 2018 Planning and Zoning Department date stamp marking.

DEPARTMENTS	INCLUDE	REJECT
ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES		
Comments:		
1. A swale acceptable to the City Engineer is required on the outside of the proposed perimeter berm(s) to capture the runoff and prevent it from flowing off-site.	X	
2. Since there is no outfall, this site must demonstrate that the top of the perimeter berm is at the 100 year/ 3 day storm stage.	X	
3. If the site imports stormwater runoff in the predevelopment condition, it will be required to accommodate this runoff in the post development condition; additional off-site topographic survey information will be required.	X	
FIRE		
Comments: None. All previous comments addressed at DART meeting.		
POLICE		
Comments: None. All previous comments addressed at DART meeting.		
BUILDING DIVISION		
Comments: None. All previous comments addressed at DART meeting.		
PARKS AND RECREATION		
Comments:		
4. Park impact fees are due at time of permitting.	X	
PLANNING AND ZONING		

DEPARTMENTS	INCLUDE	REJECT
Comments:		
5. Prior to permitting, label all building elevations with selected colors and materials.	X	
6. Provide homeowner documents which indicate: • Individual homeowners may not remove any of the approved landscape buffer material. • Landscape and lawn area will be maintained by HOA • Homeowner's fences along the west are allowed to bisect the buffer and connect to the wall/fence.	X	
7. Prior to permitting, provide selected paint schemes for the homes and associated manufacturer paint samples.	X	
8. Prior to permitting revise Landscape Sheet L-2 to simply depict new plant material, relocated trees in their designated relocation spot and those trees to remain in place.	X	
9. Move the site address to be centered at the top of the monument signs	X	
10. Additional needed comments regarding proposed signage will be rendered at time of permitting.	X	
11. Prior to permitting update and correct parking calculations on the site plan.	X	
COMMUNITY REDEVELOPMENT AGENCY		
Comments: Not applicable.		
PLANNING & DEVELOPMENT BOARD CONDITIONS		
Comments:		
12. Revise landscape plans to include additional Sweet Almond plants.	X	

DEPARTMENTS	INCLUDE	REJECT
CITY COMMISSION CONDITIONS		
Comments: To be determined.		
ADDITIONAL REPRESENTATIONS / COMMITMENTS The applicant or applicant's representatives made the following representations and commitments during the quasi-judicial and/or public hearings that now constitute binding obligations of the applicant. The obligations have the same weight as other conditions of approval. _____ _____ _____ _____		

S:\Planning\SHARED\WP\PROJECTS\Country Trail PUD\NWSP 19-001\StaffReport\ExhibitD_NWSP19-001COA - PD.doc

DEVELOPMENT ORDER OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA

PROJECT NAME: Country Trail PUD (NWSP 19-009)

APPLICANT: M2D Country Trail, LLC

APPLICANT'S ADDRESS: 755 NW 17th Avenue, Suite 107 Delray Beach, FL 33445

DATE OF HEARING RATIFICATION BEFORE CITY COMMISSION: February 5, 2019

APPROVAL SOUGHT: Request for approval of Country Trail PUD's New Site Plan to construct a new development with 26 two-story single-family residences and associated site improvements on a 5.17 acre site.

LOCATION OF PROPERTY: 2600 County Lake Trail, Boynton Beach, FL

DRAWING(S): SEE EXHIBIT "B" ATTACHED HERETO.

_____ THIS MATTER was presented to the City Commission of the City of Boynton Beach, Florida on the date of hearing stated above. The City Commission having considered the approval sought by the applicant and heard testimony from the applicant, members of city administrative staff and the public finds as follows:

1. Application for the approval sought was made by the Applicant in a manner consistent with the requirements of the City's Land Development Regulations.

2. The Applicant
   _X__ HAS
   ___ HAS NOT

   established by substantial competent evidence a basis for the approval requested.

3. The conditions for development requested by the Applicant, administrative staff, or suggested by the public and supported by substantial competent evidence are as set forth on Exhibit "C" with notation "Included."

4. The Applicant's request is hereby
   _X_ GRANTED subject to the conditions referenced in paragraph 3 above.
   ___ DENIED

5. This Order shall take effect immediately upon issuance by the City Clerk.

6. All further development on the property shall be made in accordance with the terms and conditions of this order.

7. Other: _____
   _____
   _____

DATED:_____ _____
City Clerk

S:\Planning\SHARED\WP\PROJECTS\Country Trail PUD\NWSP\StaffReport\NWSP19-009_ DO.doc

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/5/2019

REQUESTED ACTION BY COMMISSION: Review and discuss the Boynton Beach Green Business Recognition Pilot Program presented by Rebecca Harvey, Sustainability Coordinator.

EXPLANATION OF REQUEST:
At the September 6, 2018 meeting, the City Commission discussed potential environmental regulations pertaining to the use of plastic straws and polystyrene ("Styrofoam") within the City. The Commissioners expressed a desire to address the issue of single-use plastics holistically (rather than focusing on straws), and requested more information about the economic impacts of replacing single-use plastics with biodegradable and/or reusable products. They agreed to move forward with a voluntary incentive-based program for City businesses.

The Sustainability Coordinator is collaborating with staff in the Economic Development, Public Works/Solid Waste, and Marketing departments to develop a pilot Green Business Recognition Program. The 2019 pilot program will target restaurants and food-service operators, and will focus on reduction of single-use plastics as well as other sustainable actions in the areas of waste reduction, energy conservation, water conservation, and general green business practices. When they meet their commitments, the businesses will receive a "Boynton Beach Green Business" window decal and will be recognized at a City Commission meeting, on the City's website, and in social media.

We will obtain feedback from pilot participants, including information on economic impacts of plastic reduction, to report back to Commission and continue to improve the program before a full launch in 2020. In 2020, we will also expand the program to other types of businesses in the City.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The pilot Green Business Recognition Program will operate as follows. To register, a business will complete an online application and four initial required actions:

- Commit to distributing plastic straws only upon customer request
- Confirm that they are using at least one recycling service
- Complete a "plastic footprint" calculation using on online tool
- Complete a litter management checklist

They will then choose at least five voluntary green actions (from a menu of options) to complete within six months. City staff will conduct a six-month site visit to confirm they have met their commitments and bestow the recognition. Participants will be expected to demonstrate continual improvement by implementing at least one additional green action per year to remain in the program.

The Sustainability Coordinator and Special Projects Coordinator will administer the program with some involvement from the Solid Waste Customer Service Representative and Marketing Manager. The Solid Waste Division has agreed to provide a 10% discount on monthly recycling services to participants. The program is expected to increase participation in the City's recycling services and other City programs (e.g., Energy Edge Rebate Program, Property Assessed Clean Energy financing, Adopt-a-Park program).

FISCAL IMPACT: Non-budgeted Participants will pay 10% less for City recycling services and may reduce

their water bills through conservation. We expect that more businesses will begin using the City's recycling services.

ALTERNATIVES: Not announce the launch of the pilot Green Business Recognition Program.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: Yes

CLIMATE ACTION DISCUSSION: Climate Action Plan 2015 Revision, Initiative **PO-3:** Develop a partnership with the Greater Boynton Beach Chamber of Commerce to formulate a "green" certification program or "leadership council" to promote the concepts of cost savings and reductions in GHG emissions from the business community. Examples include Manatee County and the Green Business Leadership Council or Green Business Partners programs in Sarasota County. Develop a training program for local businesses in conjunction with this initiative.

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Attachment	GBRP Draft Program
🗋	Attachment	GBRP Postcard

Green Business Recognition Program

2019 Restaurant Pilot Program

The City of Boynton Beach wishes to recognize local businesses that commit to a healthy and sustainable environment. Our Green Business Recognition Program offers a simple and flexible way for your business to demonstrate environmental leadership. The program helps meet the City's goals of reducing energy and water use, protecting natural ecosystems, and combatting climate change. Together we can create a greener Boynton Beach!

Our 2019 Pilot Program is for restaurants and food service operators that are located within the Boynton Beach city limits and have a current BTR with the City. In 2020 the City anticipates opening the program to other business types.

Register your restaurant today!

The City will provide these incentives to recognize your green business:

- A "Boynton Beach Green Business" window decal, wall certificate, and digital logo to display at your business and in marketing materials
- Recognition at a City Commission meeting, on the City's website, and in the City's social media
- Your business name in City press releases about the Green Business Recognition Program
- A 10% discount on monthly recycling fees for City recycling services

All businesses in the City also enjoy access to the Energy Edge Rebate Program and Property Assessed Clean Energy (PACE) financing to assist with solar, electric vehicle charging stations, and energy-efficiency improvements.

Going green provides additional benefits to your business!

- Financial savings through reduced electricity and water bills
- A healthy and positive work environment
- Enhanced marketing to environmentally minded customers

How to become a Boynton Beach Green Business

STEP 1: Register your Commitment

- Complete the Green Business Application including the 4 Required Actions and requested documentation.

- Complete the Green Business Checklist by selecting at least 5 Voluntary Actions to be completed within 6 months after submitting application. Must select at least 1 action in each of the four categories: Waste Reduction & Recycling, Energy Conservation, Water Conservation, and General Green Business Practices.
- City staff will contact you to confirm receipt of application and answer any questions.
- You will receive your 10% discount on City recycling services starting on the following month's bill.

STEP 2: Achieve Recognition

- Six months after registration (or earlier if you wish), City staff will visit your business to document that you have completed your selected actions.
- After ensuring that you met your commitments:
  - You will be awarded your "Boynton Beach Green Business" window decal, wall certificate, and digital logo.
  - You will be recognized at a City Commission meeting, on the City's website, and in the City's social media.
  - You will maintain your 10% discount on City recycling services.

STEP 3: Maintain Recognition

- After receiving Green Business Recognition, you will be asked to commit to implementing at least one additional Voluntary Action each year from the Green Business Checklist.
- You will meet with City staff on an annual basis to demonstrate that you are maintaining current green business practices, and implementing one new action per year, to maintain your Green Business Recognition.

You may contact the City at any time during the process for assistance in implementing green business practices:

- Rebecca Harvey, Sustainability Coordinator, HarveyR@bbfl.us, (561) 742-6494
- John Durgan, Special Projects Coordinator, DurganJ@bbfl.us, (561) 742-6014

Green Business Recognition Program Application

Business Information

Name of business: Click here to enter text.

Business Address (in Boynton Beach): Click here to enter text.

Corporate Address (if applicable): Click here to enter text.

Point of Contact (Name, Phone Number, Email address):Click here to enter text.

Type of Restaurant:
__ Casual dining
__ Fine dining
__ Fast casual
__ Fast food/quick serve
__ Coffee house
__ Brewery
__ Food truck
__ Other: _____

Is your business a:
__ Single-unit operation
__ Multi-unit operation
How many total units? _____
How many units are in the City of Boynton Beach? _____

Required Green Business Actions

Please indicate (✓) that you have completed all of the following actions:

❑	Use *at least one* of the following recycling services (✓CHECK ALL THAT APPLY) ___ City of Boynton Beach cardboard recycling service ___ City of Boynton Beach paper recycling service (95-gallon yellow bin) ___ City of Boynton Beach comingled recycling service (95-gallon blue bin) ___ Other recycling service: _____
❑	Develop a policy to only distribute plastic straws upon customer request (or eliminate plastic straws altogether). This policy must be implemented by your 6-month site visit to achieve Green Business recognition.
❑	Review A Guide to Reducing and Managing Litter and complete the Foodservice Operator Checklist on page 8. **Please scan completed checklist and email to GreenBusiness@bbfl.us**.

DRAFT

❑	Review 3 Steps to Reduce Plastic & Benefit Your Business and assess your Plastic Footprint (page 4). **Please email results to GreenBusiness@bbfl.us**.

Green Business Checklist

Please select (✓) at least **5 total Voluntary Actions** from the lists below (including at least 1 each in category) and **commit to completing them within 6 months** of submitting your Green Business application.

Waste Reduction & Recycling (choose at least 1)	
❑	Add any of the following recycling services (in addition to your existing services): __ City of Boynton Beach cardboard recycling service __ City of Boynton Beach paper recycling service (95-gallon yellow bin) __ City of Boynton Beach comingled recycling service (95-gallon blue bin) __ Other recycling service: _____
❑	Place clearly labeled recycling bins next to trash cans for customer use.
❑	Perform an annual waste/recycling audit to identify ways to increase recycling (contact GreenBusiness@bbfl.us to schedule).
❑	Eliminate the use of expanded polystyrene (aka "Styrofoam") food containers (cups, plates, bowls, lids, trays, etc.). Replace with items that are reusable, biodegradable*, or accepted in the recycling process (e.g., plastics #1-#5 and #7).
❑	Eliminate the use of hard polystyrene foodware items (plastic cups, lids, cutlery and food containers with the #6 recycling symbol).
❑	Replace all disposable foodware items with reusable items for onsite dining (glass, ceramic, stainless steel, wood, or durable plastic). See www.rethinkdisposable.org for ideas.
❑	Provide disposable utensils for takeout food only upon request (only when the customer asks).
❑	Do not distribute plastic bags for takeout or to-go orders.
❑	Replace disposable plastic straws with reusable or biodegradable* straws made of paper, bamboo, stainless steel, etc.
❑	Offer a discount to customers who bring reusable cup, bag, or takeout container; or charge a 5-25 cent fee for disposable plastics.
❑	Purchase paper products such as napkins, toilet tissue, and/or copy paper that includes recycled content.
❑	Other waste reduction/recycling initiatives (*subject to approval by City staff*):

* Ensure that any compostable/biodegradable product is 100% plant material (e.g., bagasse/sugarcane fiber, wheat straw, palm leaf, bamboo, uncoated paper). Avoid products that are blended with plastic filler. If you want to use compostable plastics, only use products that are certified by the Biodegradable Products Institute.

Energy Conservation (choose at least 1)	
❑	Complete a FPL Online or Onsite Business Energy Evaluation to help identify cost-beneficial improvements for your facility.
❑	Replace all incandescent bulbs and T12 fluorescent lamps with LEDs.
❑	Install lighting controls including occupancy sensors, delay timers, and/or daylight sensors.
❑	Replace one or more refrigerators, ovens, or other Commercial Food Service Equipment with Energy Star-certified models.
❑	Set all restaurant equipment (refrigerators, appliances, dish machines, hot water heaters, etc.) to optimum energy efficiency settings. See www.energystar.gov/restaurants.
❑	Install a high-efficiency HVAC system (Minimum 16 SEER).
❑	Conduct an HVAC duct leakage test and fix any leaks that are found.
❑	Install and use a programmable thermostat: set it at 76˚ or warmer when open, and 82˚ when closed.
❑	Install an Energy Star natural gas or high-efficiency water heater (Energy Factor 2.0 or higher) or a solar water heater.
❑	Increase efficiency of existing windows by installing window films, tinting, or solar screens; or shade windows with overhangs, awnings, and/or shade trees.
❑	Perform a blower door test to measure the airtightness of your building; seal gaps and cracks to reduce leakage.
❑	Enhance attic insulation to at least R-38.
❑	Install Energy Star-certified windows, doors, and/or roof products.
❑	Install a solar photovoltaic (PV) energy system. See www.boynton-beach.org/go-solar
❑	Other energy conservation/efficiency initiatives (*subject to approval by City staff*):

Water Conservation (choose at least 1)	
❑	Detect leaky faucets, toilets, and pipes; and repair them within 30 days of detection. See South Florida Water Management District's water conservation website for instructions.
❑	Replace all older toilets, faucets, and urinals with high-efficiency WaterSense-certified models.
❑	Install low-flow pre-rinse spray valves.
❑	Replace one or more steam cookers, dishwashers, and/or ice machine with Energy Star-certified models.
❑	Install low-flow aerators on all faucets in kitchen sinks, bathrooms, and public restrooms.
❑	Serve drinking water only upon request.
❑	Install irrigation controllers or upgrade to micro irrigation or drip systems.

❑	Landscape with native plants and/or according to xeriscaping principles.
❑	Promote rainwater infiltration by increasing pervious (porous) surfaces and/or maintaining swales on property.
❑	Other water conservation initiatives (*subject to approval by City staff*):

General Green Business Practices (choose at least 1)	
❑	Post signs to encourage conservation, such as turning off lights and faucets, limiting use of paper towels and water, recycling, etc.
❑	Develop a Litter Control and Prevention Policy based on recommendations in A Guide to Reducing and Managing Litter.
❑	Advertise your business' green initiatives on products and/or marketing materials, social media, etc.
❑	Update your official purchasing policies to minimize the use of disposable plastics and prefer products that are less harmful to the environment. Download a sample policy in the Product Stewardship Institute's guidebook.
❑	Serve organic, local, fair trade, or other sustainably sourced products, or produce from onsite garden.
❑	Become a Seafood Watch partner to commit to source ocean-friendly seafood (if applicable).
❑	Install electric vehicle charging station(s) in parking lot.
❑	Add one or more electric or hybrid-electric vehicle(s) to company fleet.
❑	Provide incentives for employees who carpool, bike, walk, or use public transport.
❑	Use Safe Cleaning Products: low toxicity/chemicals that are safe for the environment.
❑	Plant one or more new shade trees on property (for guidance visit http://gardeningsolutions.ifas.ufl.edu/plants/trees-and-shrubs/trees/).
❑	Participate in the City' of Boynton Beach's Adopt-a-Park Program.
❑	Other policies or initiatives to make your business or the Boynton Beach community more sustainable (*subject to approval by City staff*):

Please mail or email this form, or bring it to:

Boynton Beach Utilities
Attn: Rebecca Harvey, Sustainability Coordinator
124 E. Woolbright Rd.
Boynton Beach, FL 33425
Email: GreenBusiness@bbfl.us
(561) 742-6494

DRAFT

Boynton Beach green Business

HOW TO BECOME A BOYNTON BEACH GREEN BUSINESS

STEP ONE REGISTER

Complete the required actions and application online.

STEP TWO IMPLEMENT

Implement five voluntary actions within six months to achieve recognition.

STEP THREE IMPROVE

Commit to additional sustainable actions annually.

Visit **GoGreenBoyntonBeach.com** to Get Started
Questions? Email GreenBusiness@bbfl.us or call 561.742.6494

Boynton Beach green Business

Help create a greener Boynton Beach by implementing sustainable practices in your business!

This FREE program is a simple and flexible way to demonstrate environmnetal leadership.

Benefits & Incentives

- Monthly 10% discount on City recycling fees
- Recognition by the City of Boynton Beach
- Enhanced marketing to environmentally minded customers
- Less electricity and water consumption means more savings!

Learn More

GoGreenBoyntonBeach.com

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/5/2019

REQUESTED ACTION BY COMMISSION: Approve the request of Vice Mayor Romelus to distribute $250 of her Community Support Funds to Scholar Career Coaching. Ms. Lynne Gassant will be present to make a brief 10 minute presentation. ***(Tabled to March 19, 2019)***

EXPLANATION OF REQUEST: Founded in December of 2012, Scholar Career Coaching is a non-profit organization that was created to help South Florida high school college bound students in Title I schools, with a focus on ESL (English as a Second Language). with career planning, college readiness, financial literacy, and soft skills.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? There will be no affect on city programs or services.

FISCAL IMPACT: Budgeted Budgeted the Community Support Funds of $2,000 for each Commission member were approved in 2018/2019 budget.

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Other	Communit Support Funds Request Form

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: 2/7/10
Requested by Mayor/Commissioner: Vice Mayor Domelus
Amount Requested: $ 250
Recipient/Payee:
Description of project, program, or activity to be funded: Scholar Career Coaching

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $ 2,000.

The balance of funds available for the requesting Member of the Commission is $ 1,500.

Accordingly:

- ☑ There are funds available as requested
- ☐ There are insufficient funds available as requested

Dated: 2/12/19 By: Judith A. Pyle
City Clerk

Part III-Eligibility Evaluation

- ☐ Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit
- ☐ The recipient/payee provides services within the City
- ☐ The public purpose is beneficial to the entire community served by such donation

Dated:_____ By:_____
Requesting Member of the City Commission

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/5/2019

REQUESTED ACTION BY COMMISSION: Discuss adoption of anti-lobbying ordinance applicable to City Board Members. ***(Tabled to March 19, 2019)***

EXPLANATION OF REQUEST:
At the October 31, 2018 City Commission meeting the Commission deferred action on the considering the adoption of an ordinance which would prohibit a City Board Member from engaging in lobbying activities for a period of time (as yet undetermined) after the Board Member leaves the Board. *Minutes of 10/31/18 meeting attached.*

In the November 2018 statewide election, the citizens of Florida approved amendment to the State Constitution prohibiting elected municipal officials from lobbying for a period of six years after they leave public office. *Article 2, Section 8 of Florida Constitution attached.*

With Commission direction an ordinance can be prepared for first and second reading.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? n/a

FISCAL IMPACT: n/a

ALTERNATIVES: Delay discussion of anti-lobbying ordinance regarding city board members to another date.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Minutes	Minutes of the October 31, 2018 Commission meeting
Attachment	Article 2, Section 8

MINUTES OF THE SPECIAL CITY COMMISSION MEETING HELD ON WEDNESDAY, OCTOBER 31, 2018, AT 6:00 P.M. AT THE INTRACOASTAL PARK CLUBHOUSE, 2240 N. FEDERAL HIGHWAY, BOYNTON BEACH, FLORIDA

PRESENT:

Steven B. Grant, Mayor
Justin Katz, Commissioner
Joe Casello, Commissioner

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

ABSENT:

Christina Romelus, Vice Mayor Romelus
Mack McCray, Commissioner

1. OPENINGS

A. Call to Order - Mayor Steven B. Grant

Mayor Grant called the meeting to order at 6:00 p.m.

Invocation

Commissioner Casello gave the invocation.

Pledge of Allegiance to the Flag led by Commissioner Casello

Roll Call

City Clerk Pyle called the roll. A quorum was present.

Agenda Approval:

1. Additions, Deletions, Corrections

Mayor Grant requested to add Informational Item.

2. Adoption

Motion

Commissioner Katz moved to approve the agenda. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

2. INFORMATIONAL ITEMS

Commissioner Katz distributed a packet which contained an email and Planning and Zoning Board meeting minutes from July 2016 addressing an issue which was left open from the last Commission meeting. When he cited the information he believed the information to be correct. Commissioner Katz indicated for the record his assertion at the last Commission meeting was 100% correct. As such he would stand by what was stated at that time. Attached to the package was an email from the individual which called into question his statement of accuracy at the last Commission meeting and requested a formal public apology. Commissioner Katz indicated he was correct in his statements and there was no need for an apology.

Commissioner Casello believed having this ordinance would address issues which have occurred in the City of Boynton Beach. Hopefully this ordinance would curtail some of those issues. He believed transparency was a concern for elected officials. This ordinance addresses transparency in the City of Boynton Beach.

Mayor Grant reviewed the Florida tax watch amendment 12 discussion, regarding public officials becoming lobbyist. Indicated if this amendment passes, Florida would have the strictest lobbying ordinance of any State. Public officials could become lobbyist after 12 years of leaving office. Elected official are being held to a higher standard.

Mayor Grant attended the Community Green event. Requested the approval of the Commission to place on Future Agenda about what was to be done about the Kapok tree which was not slated to be saved, also, asked how can the City further the urban canopy.

There was a consensus.

Commissioner Casello thought the tree was slated to be saved. Mayor Grant indicated the one next to the Historic School House was slated to be save but not the one next to the amphitheater

3. OTHER

A. **PROPOSED ORDINANCE No. 18-031- Second Reading** City Commission to consider amending Part II, Chapter 2, Article I of the Code of Ordinances to create a new subsection prohibiting board member advocacy and lobbying.

Attorney Cherof read Proposed Ordinance No. 18-031 into the record on second reading.

Commissioner Katz stated he would like to offer a potential amendment to this Ordinance. In the spirit of the Constitution Revision Committee question, regarding lobbyist, there should be some type of prohibition of members which serve on the Advisory Boards or Commission. He believes that it was important to protect the integrity of these boards. He

would like to add some language which states when board members leave there would be a 12-month prohibition on their ability to become paid lobbyist to the Commission or CRA. This would make sure the board was not being corrupted by special interest. The former board member would not be able to leverage their positon to become a lobbyist for special interest. He would like to place on the future agenda item a similar prohibition for elected official with similar language.

Mayor Grant questioned if Amendment 12 passes as there was no need for a new ordinance. Commissioner Katz confirmed.

Mayor Grant asked if the legal department needed specific language for the ordinance. Attorney Cherof responded language was needed to amend the ordinance. Mayor Grant stated he does not believe they can create, between the first and second reading. He asked if they could create some type of specific language. Attorney Cherof noted the Commission could amend any ordinance on the second reading. Mayor Grant asked if the ordinance language needed to be exact. Attorney Cherof stated the language needed to be worked out at this time.

Commissioner Katz said if it was tedious it could be revisited at a later date. He was withdrawing the amendment to the Ordinance.

Mayor Grant indicated it was as simple as saying a City board member would be prohibited from acting as a lobbyist for an additional 12-months after resigning from an Advisory Board.

Commissioner Katz noted if it was simple to have one sentence. He was ok with this.

Attorney Cherof suggested the conservative approach would be to defer it and do it as an add on later based on the outcome of the referendum to the Constitution amendment. If the Commission were to change the ordinance on the dais they could create a subsection. Mayor Grant stated there were some questions that needed to be answered, such as what would the remedy be if the board member lobbied the Commission or the CRA. He would like to see the ordinance approved as stated. Stated the language could be worked out at a later date.

Motion

Commissioner Katz moved to approve as stated. Commissioner Casello seconded the motion.

City Clerk, Pyle called the roll.

Vote

3-0 *(Vice Mayor Romelus and Commissioner McCray absent)*

Attorney Cherof questioned with the new rules will this item come back as a future agenda item or new business.

Mayor Grant asked if Commissioner Katz would like to see this as a Future Agenda item. Commissioner Katz replied if this was about the prohibition on becoming a lobbyist after serving as an Advisory Board member. Mayor Grant confirmed.

Attorney Cherof inquired if this should come back in the form of ordinance. Commissioner Katz confirmed.

Commissioner Casello inquired if this would jeopardize Ordinance 18-031. Mayor Grant responded that ordinance has been approved. Explained this was something for a Future Agenda item.

Commissioner Katz believes that Elected Officials should be held to the same standard as the appointed Advisory Board members. The intent of this ordinance was to prevent the special interests from gaining undue influence over the advisory board as well as the Commission. Noted his Future Agenda was meant to prohibit Commissioners as well as appointee to the Advisory Board from becoming lobbyist subsequent to their serving in their position. Inquired if this Ordinance could stand alone to prohibit both groups. Commissioner Katz indicated the future agenda item should be to discuss a prohibition for appointed and Elected Officials in the City of Boynton Beach from serving as paid lobbyist subsequent to their time on their board or the Commission.

4. ADJOURNMENT

Motion

There being no further business to discuss, Commissioner Casello moved to adjourn. Commissioner Katz seconded the motion.

Vote

The motion unanimously passed. The meeting was adjourned 6:14 pm

(Continued on next page)

CITY OF BOYNTON BEACH

Mayor - Steven B. Grant

Vice Mayor - Christina Romelus

Commissioner – Justin Katz

Commissioner – Mack McCray

Commissioner - Vacant

ATTEST

Judith A. Pyle, CMC
City Clerk

Queenester Nieves
Deputy City Clerk

Gmail Justin Katz <justinrobertkatz@gmail.com>

Fwd: lobbying ordinance

1 message

Katz, Justin <KatzJr@bbfl.us> Tue, Oct 30, 2018 at 1:26 PM
To: Justin Katz <justinrobertkatz@gmail.com>

Sent via the Samsung Galaxy S8, an AT&T 4G LTE smartphone

Justin Katz
City Commissioner - District I
City Commission
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 3301 Quantum Blvd., Suite 101 | Boynton Beach, Florida 33426
561-742-6010
KatzJr@bbfl.us | boynton-beach.org/
Follow us on

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

-------- Original message --------
From: David <commkay@aol.com>
Date: 10/19/18 12:33 PM (GMT-05:00)
To: "Katz, Justin" <KatzJr@bbfl.us>, "Grant, Steven" <GrantS@bbfl.us>, "Romelus, Christina" <RomelusC@bbfl.us>, "McCray, Mack" <McCrayM@bbfl.us>, "Casello, Joseph" <CaselloJ@bbfl.us>, "LaVerriere, Lori" <LaVerriereL@bbfl.us>, "Pyle, Judith" <PyleJ@bbfl.us>, "Cherof, James" <CherofJ@bbfl.us>, "Swanson, Lynn" <SwansonL@bbfl.us>
Cc: ctodaro@pbpost.com
Subject: lobbying ordinance

Commissioner Katz,

On August 7, 2018 at the City Commission meeting you made false accusations against me regarding a vote while serving on the P&D Board. Then at the October 16th, 2018 City Commission meeting, you once again claimed I had publicly of cast a vote in favor of the 211 East Ocean Avenue Project at a P & D board meeting. You continued to imply the project developer "Shovel Ready" had engaged me in a paid capacity subsequently to the alleged vote.

In fact, at this week's meeting you emphatically refused to consider the possibility you might have been incorrect. Simultaneously, you claimed the said information could be easily be verified but no public admission that you might have misspoke regarding my actions.

This letter and attachment serve to correct the public record. The attachment is selected P & D Board meeting agendas beginning with July of 2017. This selection is a baseline to coincide with the timeline you referenced during your comments at the October 16th meeting. Please note there was no P & D Board meeting in December 2017. As you can see, the attached PDF removes any smidgen of any wrongdoing on my part.

All sitting commissioners have readily available access to any and all records to make informed decisions. Your allegations are patently false combined with your failure to check the records prior to accusing me publicly of an improper act is inexcusable. Your rationale for supporting Ordinance 18-031 never existed.

Lastly, I would request and appreciate a written and public apology from you.

David Katz

67 Midwood Lane

Boynton Beach, FL 33436

p & d board meetings.pdf
1460K

Gmail Justin Katz <justinrobertkatz@gmail.com>

Fwd: P & D Board - 211 E Ocean Avenue

1 message

Katz, Justin <KatzJr@bbfl.us> Tue, Oct 30, 2018 at 1:25 PM
To: Justin Katz <justinrobertkatz@gmail.com>

Sent via the Samsung Galaxy S8, an AT&T 4G LTE smartphone

Justin Katz
City Commissioner - District I
City Commission
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 3301 Quantum Blvd., Suite 101 | Boynton Beach, Florida 33426
561-742-6010
KatzJr@bbfl.us | boynton-beach.org/
Follow us on

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

-------- Original message --------
From: "Simon, Michael" <SimonM@bbfl.us>
Date: 10/19/18 5:49 PM (GMT-05:00)
To: "Katz, Justin" <KatzJr@bbfl.us>
Subject: P & D Board - 211 E Ocean Avenue

Good afternoon CRA Board member Katz:

As per your request, attached please find the minutes of the July 26, 2016 Planning and Development Board meeting minutes involving the approval of the 211 E. Ocean Avenue site plan application as submitted by Local DevCo (Shovel Ready Projects). As per your comments at Tuesday's City Commission meeting, Mr. Katz was the P & D Board Chairman at the time the project went before that Board.

If you have any questions or need any additional information, please do not hesitate to contact me directly.

Have a great weekend.

Michael Simon, FRA-RA, CP3P, LRES
Executive Director

Boynton Beach Community Redevelopment Agency
710 N. Federal Hwy. | Boynton Beach, Florida 33435
561-600-9091 | 561-737-3258
SimonM@bbfl.us | http://www.catchboynton.com

BOYNTON BEACH CRA

America's Gateway to the Gulfstream

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

P&D Minutes approving Site Plan - 211 E. Ocean.pdf
345K

MINUTES OF THE PLANNING AND DEVELOPMENT BOARD MEETING HELD IN COMMISSION CHAMBERS, CITY HALL, 100 E. BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA ON TUESDAY, JULY 26, 2016, AT 6:30 P.M.

PRESENT:

David Katz, Chair
Ryan Wheeler, Vice Chair
Kevin Fischer
Trevor Rosecrans
Nicholas Skarecki
Floyd Zonenstein, Alternate

Mike Rumpf, Planning & Zoning Director
Ed Breese, Principal Planner
Hannah Matras, Senior Planner
David Tolces, City Attorney

ABSENT:
Brian Miller
Stephen Palermo

Chair Katz called the meeting to order at 6:30 p.m.

1. Pledge of Allegiance

The members recited the Pledge of Allegiance, led by Vice Chair Ryan Wheeler.

2. Roll Call

Roll was called and it was determined a quorum was present.

3. Agenda Approval

Chair Katz asked to move up Item 9 to right after Item 5.

Motion made by Vice Chair Wheeler, seconded by Mr. Skarecki, to approve the agenda as amended. The motion passed unanimously (6-0).

4. Approval of Minutes, April 26, 2016 meeting

Chair Katz commented that verbatim minutes are not needed, but if a Board member asks a cogent question, he would like to see it in the minutes, who asked the question along with the answer, rather than "discussion ensued."

Motion made by Vice Chair Wheeler, seconded by Mr. Skarecki, to approve the minutes of the May 24, 2016. In a voice vote, the motion passed unanimously (6-0).

5. Communications and Announcements: Report from Staff

Mr. Rumpf, Planning and Zoning Director, said the following items from the July 5 City Commission agenda were approved:

- All text amendment items involving used merchandise, sale and repair of motor vehicles and boats, the silos and storage containers, sustainable parking items.
- All items Title 601 S. Federal Highway, which is a mixed-use project combining an office building and a residential building. Each item included land use and rezoning items, Community Design plan appeal, site plan, and height exception.

Chair Katz asked about the decision to let True Treasures come into the space that was Home Depot or the grocery store, but now that they have withdrawn, if it would open up doors to other questionable parts of the city, like consignment shops. Mr. Rumpf stated he did not think so as he had this in mind when he made his recommendations.

6. Comments by Members – Discussion by Board of proposed training session from American Planning Association

Chair Katz reported that he, Vice Chair Wheeler, and Mr. Fischer had gone to a training session put on by American Planning Association. The following items were discussed:

- Whether giving notice of 400 feet for public notice is governed by City ordinances or by State Statute. Although it's a local ordinance, Mr. Rumpf said it could be determined by a sliding scale based on relevant information such as noise ordinances. Mr. Rosecrans said increased traffic counts could also be a trigger.
- The sign code was rewritten as part of the Land Development Regulations (LDR) in 2010.
- Some boards in this county get their backups sooner than this Board. A request was made to get the packets sooner. Citing presentation made by Sue Trevarthen, land planner and attorney from Broward County, an overview of the Board as a quasi-judicial body was discussed with Mr. Tolces.
- Another part of Ms. Trevarthen's presentation concerned a board avoiding being arbitrary or discriminatory in making decisions. Mr. Tolces and Mr. Rumpf confirmed this position, stating the LDRs provide objective standards, most of them measurable.
- An overview of *ex parte* communications cited Resolution 95.99. Various examples were reviewed, stressing transparency and compliance with the Sunshine law concerning public records

7. Old Business

Chair Katz stated there was no old business.

8. New Business

A.1. **211 E. Ocean Avenue (MSPM 16-005)** – Approve request for Major Site Plan Modification approval to add 1,266 square feet to an existing 1,500 square foot building for the conversion of the structure to a restaurant use, and related site improvements, located in the R3 (Multi-Family Residential) zoning district, within the Ocean Avenue Overlay Zone. Applicant: Tom Prakas, Prakas & Co.

James Williams, A&W Architects, gave a brief slide presentation, including the following points:

- The historic Magnuson House is intended to be a casual neighborhood restaurant, with outdoor seating.
  - The CRA provided Historical Society's 1920s photographs so the front porch, which is not there now, could be duplicated.
  - Applicant proposes a trellised area for an indoor/outdoor beer garden.
  - The 750 sq. ft. on each floor of the main house will be retained. There will be an addition to the rear of approximately 1,300 sq. ft., as well as the covered porch in front and back.
  - The site will be kept as lushly landscaped as possible.
  - With the roof plan, the air conditioning equipment, as well at the kitchen exhaust hood, are hidden from view behind the structure and behind the 4 to 5 foot high mansard roof.
- A stair will be added on the west side to access storage and office functions for management, allowing for no public access. The existing inside stairs will be coming outside to make room for seating, which has been approved by the Historic Board.
- Working from the historic pallet of colors, the color scheme for roof, wood trim, and walls were chosen.

Regarding parking, Mr. Williams explained the agreement with the CRA for the parking lot in the next block, as well as the parking lot at the City Park several blocks away, both in addition to on-street parking. Transit and transit-oriented developments are needed for this to be considered a CRA urban-style site.

The Engineers have determined that 1) the existing fire hydrant located 200 feet from the front of the property, and 2) the existing water main are both sufficient. Eventually the water will be upgraded (five-ten years), but the Engineers have assured that the only concession on the plumbing is that they can't use flush valve toilets.

Vice Chair Wheeler asked if Mr. Williams and his client are okay with the conditions of approval set forth at the last meeting. Mr. Williams admitted that for the most part, yes, but Item 13 regarding the buffer walls is an issue that requires discussion. The applicant knows he has to comply with noise ordinances, but he would prefer not to build walls around his site; he'd like to have good access. The CRA may participate in the building of this wall, but they didn't seem to be in favor of it either. However, it is written in the

ordinance. One mitigating feature is the project is not immediately adjacent to any incompatible use.

Chair Katz asked if a landscaped "wall" would be better. Mr. Williams said there is heavy landscaping on the north and east sides. A solid masonry wall is best for stopping sound, but cost study on this wall is approximately $55,000. A PVC/vinyl wall is also being considered.

Chair Katz called upon Mike Simon, Assistant Director for CRA, as to how the CRA feels about Item 2. After some clarification of responsibility for the paving, Mr. Simon said the CRA supports the applicant's efforts to mitigate that condition and appreciates Mr. Mack's ability to see past the drawing.

Mr. Skarecki asked Mr. Simon how the CRA feels about the wall. Mr. Simon replied that despite the regulations within the LDRs, the CRA would like to see acceptable alternatives to PVC fencing. They would not like to see walled off sites as screening them off defeats the purpose. The CRA is already into the project for $336,000 worth of grant monies.

Mr. Skarecki next asked staff if the wall is just to contain sound. Mr. Breese replied, yes, the wall is for sound purposes and is in conjunction with the landscaping, which is above the wall as well.

Mr. Fischer wondered if, in this district, there has been any evaluation for the potential for shared storm water facilities. Mr. Breese replied that most of the heart of the downtown, east of the railroad tracks, has that concept. West of the tracks, however, does not have that at this time.

Chair Katz opened the floor for public comment; there was none.

Motion made by Vice Chair Wheeler, seconded by Mr. Skarecki, to approve 211 E. Ocean Avenue, Item 7.A.1 (MSPM 16-005). Chair Katz asked that the motion be amended to give the Applicant relief from the buffer wall in Condition #13 in favor of adding additional landscaping. Vice Chair Wheeler moved to approve the motion as amended, Mr. Skarecki seconded. In a voice vote, the motion passed unanimously (6-0).

> B.1. **Comprehensive Plan's Coastal Management Element Text Amendments (CPTA 16-001)** – Approve amendments to the Comprehensive Plan's Coastal Management Element that 1) address new statutory requirements pertaining to prevention/mitigation of flood hazards in the coastal areas (Chapter 163.3178, F.S.); and 2) update the remaining objectives and policies to account for completions and changes in the City's programs. City initiated.

Chair Katz introduced Hanna Matras, Senior Planner, who reported on the history and drafting of new statutory requirements to be placed on review. The new code now calls

for the Comprehensive Plan to be amended for changes in the State requirements only. It is recommended that the City at the same time also reviews all the elements of the Comprehensive Plan. There are incoming amendments for the land use and several other elements that stem: 1) from the Coastal Consolidated Plan which requires extensive amendments to the land use; and 2) major changes to the public school facilities because of public school concurrency (now called Capacity Determination). Palm Beach County is doing a template for all municipalities to amend the Plan to reflect these new regulations. This amendment is due now for the codification of the several new requirements for that element.

There are six (6) new requirements. The last three are not an issue because they can be *verbatim* incorporated into the Comp Plan. However, the first three need immediate attention as the language is vague and general. Prior to 2011, Rule 935 was used to interpret and clarify the statutory requirements and has been eliminated. The Department of Economic Opportunity/Community Planning staff have considered acceptable language.

The new requirements for the Coastal Management Area mainly pertain to coastal flooding and were approved in the last year's legislation and codified on July 1st. The letter of determination is due August 1st. Two other governments that submitted language are still working with the Department of Economic Opportunity as there still is no example of what language will be acceptable.

Besides responding with some policies, the entire element is being withheld. Two items needing attention are: 1) sea level rise, and 2) tide-prone areas and other flood-type areas.

Mr. Rosecrans asked about King Tide areas impacted now, with significant sea level rise predictions. Michael Lowe, Utilities Manager, Technical Service, said there is not a lot that can be done. They are investigating various types of storm systems. Storm systems along US 1 fall under FDOT's jurisdiction, but Boynton Beach Utilities (BBU) is putting others in, and looking at different types of control structures.

Mr. Rosecrans next asked about sea walls. Mr. Lowe said BBU is not looking at sea walls; that would fall under planning. There are a number of areas that already get badly flooded. In one particular area, BBU put in a storm water system and storm water ponds in that area with pumping stations, but once the sea comes over the wall, there's not much that can be done. Mr. Rosecrans wanted to know if that was at high tides now or only King tides. Mr. Lowe said they don't pump at high tide, only when there is storm water that needs to be removed.

Chair Katz opened the floor for public comment; there was none.

Motion made by Mr. Rosecrans, seconded by Mr. Fischer, to approve Comprehensive Plan's Coastal Management Element Text Amendments (CPTA 16-001). In a voice vote, the motion passed unanimously (6-0).

9. Other

There was no other business.

10. Comments by members – Additional

Chair Katz asked Mr. Rumpf if the DART Review Board is what used to be the Technical Review Board, and is it open to the public. Mr. Rumpf answered, yes, it is the old Technical Review Board; and no, it is not open to the public. It is for administrative staff only. There are other opportunities for public hearings and intervention, and information is made available to the public on the website.

Mr. Rumpf had an informational item: This Thursday (July 28) at 5:30 at the Inn at Boynton Beach, the FDOT is holding a public workshop to go through alternatives for potential improvements to the I-95 interchanges with Gateway and Boynton Beach Boulevards.

10. Adjournment

Upon motion duly made and seconded, the meeting was adjourned at 7:30 p.m.

[Minutes prepared by M. Moore, Prototype, Inc.]

West's Florida Statutes Annotated
Florida Constitution--1968 Revision (Refs & Annos)
Article II. General Provisions (Refs & Annos)

West's F.S.A. Const. Art. 2 § 8

§ 8. Ethics in government

Currentness

<Text effective December 31, 2020 and December 31, 2022 (see Const. Art. XII, § 38)>

A public office is a public trust. The people shall have the right to secure and sustain that trust against abuse. To assure this right:

(a) All elected constitutional officers and candidates for such offices and, as may be determined by law, other public officers, candidates, and employees shall file full and public disclosure of their financial interests.

(b) All elected public officers and candidates for such offices shall file full and public disclosure of their campaign finances.

(c) Any public officer or employee who breaches the public trust for private gain and any person or entity inducing such breach shall be liable to the state for all financial benefits obtained by such actions. The manner of recovery and additional damages may be provided by law.

(d) Any public officer or employee who is convicted of a felony involving a breach of public trust shall be subject to forfeiture of rights and privileges under a public retirement system or pension plan in such manner as may be provided by law.

(e) No member of the legislature or statewide elected officer shall personally represent another person or entity for compensation before the government body or agency of which the individual was an officer or member for a period of two years following vacation of office. No member of the legislature shall personally represent another person or entity for compensation during term of office before any state agency other than judicial tribunals. Similar restrictions on other public officers and employees may be established by law.

(f)(1) For purposes of this subsection, the term "public officer" means a statewide elected officer, a member of the legislature, a county commissioner, a county officer pursuant to Article VIII or county charter, a school board member, a

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superintendent of schools, an elected municipal officer, an elected special district officer in a special district with ad valorem taxing authority, or a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government.

(2) A public officer shall not lobby for compensation on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision of this state, during his or her term of office.

(3) A public officer shall not lobby for compensation on issues of policy, appropriations, or procurement for a period of six years after vacation of public position, as follows:

a. A statewide elected officer or member of the legislature shall not lobby the legislature or any state government body or agency.

b. A person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby the legislature, the governor, the executive office of the governor, members of the cabinet, a department that is headed by a member of the cabinet, or his or her former department.

c. A county commissioner, a county officer pursuant to Article VIII or county charter, a school board member, a superintendent of schools, an elected municipal officer, or an elected special district officer in a special district with ad valorem taxing authority shall not lobby his or her former agency or governing body.

(4) This subsection shall not be construed to prohibit a public officer from carrying out the duties of his or her public office.

(5) The legislature may enact legislation to implement this subsection, including, but not limited to, defining terms and providing penalties for violations. Any such law shall not contain provisions on any other subject.

(g) There shall be an independent commission to conduct investigations and make public reports on all complaints concerning breach of public trust by public officers or employees not within the jurisdiction of the judicial qualifications commission.

(h)(1) A code of ethics for all state employees and nonjudicial officers prohibiting conflict between public duty and private interests shall be prescribed by law.

<Subsection (h)(2) added effective December 31, 2020 (see Const. Art. XII, § 38). >

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(2) A public officer or public employee shall not abuse his or her public position in order to obtain a disproportionate benefit for himself or herself; his or her spouse, children, or employer; or for any business with which he or she contracts; in which he or she is an officer, a partner, a director, or a proprietor; or in which he or she owns an interest. The Florida Commission on Ethics shall, by rule in accordance with statutory procedures governing administrative rulemaking, define the term "disproportionate benefit" and prescribe the requisite intent for finding a violation of this prohibition for purposes of enforcing this paragraph. Appropriate penalties shall be prescribed by law.

(i) This section shall not be construed to limit disclosures and prohibitions which may be established by law to preserve the public trust and avoid conflicts between public duties and private interests.

(j) Schedule--On the effective date of this amendment and until changed by law:

(1) Full and public disclosure of financial interests shall mean filing with the custodian of state records by July 1 of each year a sworn statement showing net worth and identifying each asset and liability in excess of $1,000 and its value together with one of the following:

a. A copy of the person's most recent federal income tax return; or

b. A sworn statement which identifies each separate source and amount of income which exceeds $1,000. The forms for such source disclosure and the rules under which they are to be filed shall be prescribed by the independent commission established in subsection (g), and such rules shall include disclosure of secondary sources of income.

(2) Persons holding statewide elective offices shall also file disclosure of their financial interests pursuant to paragraph (1).

(3) The independent commission provided for in subsection (g) shall mean the Florida Commission on Ethics.

Credits

Added, general election, Nov. 2, 1976. Amended, general election, Nov. 3, 1998; general election, Nov. 6, 2018.

West's F. S. A. Const. Art. 2 § 8, FL CONST Art. 2 § 8
Current through November 6, 2018, General Election

End of Document

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CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/5/2019

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE 19-010 - FIRST READING - Amending Chapter 14 of the Code of Ordinances entitled "Motor Vehicles and Traffic" creating Section 14-13 entitled "Motorized Scooters". ***(Tabled to March 19, 2019)***

EXPLANATION OF REQUEST:

Proposed Senate Bill 542 sponsored by Senator Jeff Brandes and House Bill 158 sponsored by Representative Jackie Toledo, both related to the regulation of motorized scooters, have been filed for consideration during the 2019 legislative session. A copy of both Bills are attached. The Bills contain the following key provisions:

- MICROMOBILITY DEVICE is defined for the first time in Florida Statutes as: Any motorized transportation device made available for private use by reservation through an online application, website, or software for point-to-point trips, which is incapable of traveling at speeds greater than 20 miles per hour on level ground. This term includes motorized scooters and bicycles as defined in this section.
- MOTORIZED SCOOTER is redefined as shown—Any vehicle or micromobility device that is powered by a motor with or without ~~not having~~ a seat or saddle for the use of the rider, designed to travel on not more than three wheels, and not capable of propelling the vehicle at a speed greater than 20 ~~30~~ miles per hour on level ground.
- A municipality may regulate the operation of micromobility devices and for-hire motorized scooters but a municipal ordinance or regulation may not conflict with this chapter or federal law and may not be more restrictive than the City regulation of bicycles.
- The City may require a person offering micromobility devices or for-hire motorized scooters to obtain a City license.
- The operator of a micromobility device or motorized scooter has all of the rights and duties applicable to the rider of a bicycle.
- A person is not required to have a valid driver license to operate a micromobility device or motorized scooter.
- A person may park a micromobility device or motorized scooter on sidewalks in a manner that does not impede the normal movement of pedestrian traffic.

Currently, operation of a motorized scooter is prohibited on sidewalks or sidewalk areas:

(1) Except as provided in s. 316.008 or s. 316.212(8), a person may not drive any vehicle other than by human power upon a bicycle path, sidewalk, or sidewalk area, except upon a permanent or duly authorized temporary driveway.
(2) A violation of this section is a noncriminal traffic infraction, punishable as a moving violation as provided in chapter 318.
(3) This section does not apply to motorized wheelchairs
Fla. Stat. Ann. § 316.1995 (West)

However, per Florida Statute 316.008(7)(a) *a county or municipality may enact an ordinance to permit,*

control, or regulate the operation of vehicles, golf carts, mopeds, motorized scooters, and electric personal assistive mobility devices on sidewalks or sidewalk areas when such use is permissible under federal law. The ordinance must restrict such vehicles or devices to a maximum speed of 15 miles per hour in such areas. The City does not have an ordinance permitting motorized scooters to operate on sidewalks. If the proposed Bills become law as worded, an ordinance prohibiting motorized scooters on sidewalks would not be enforceable unless the ordinance also prohibited bicycles.
Anticipating the passage of new laws that preempt municipal regulation of motorized scooters the Commission requested the preparation of an Ordinance banning motorized scooters with the hope that some or all of a City ordinance adopted in advance of new state law might survive the new state law. To that end, the proposed ordinance is presented for Commission consideration.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? TBD

FISCAL IMPACT: TBD

ALTERNATIVES:
1. Not adopt ordinance banning motorized scooters
2. Revise ordinance banning motorized scooters

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance regulating motorized scooters

ORDINANCE NO. 19-___

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES OF THE CITY ENTITLED "MOTOR VEHICLES AND TRAFFIC"; CREATING SECTION 14-13 ENTITLED "MOTORIZED SCOOTERS"; PROVIDING FOR DEFINITIONS; PROVIDING FOR REGULATIONS; PROVIDING FOR PENALTY; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, motorized scooters are an emerging transportation option that has been marketed to community members and tourists around the county as a transportation option of scooter sharing services; and

WHEREAS, the measures set forth in this ordinance are intended to create guidelines and procedures for the use and parking of Motorized Scooters throughout the City; and

WHEREAS, the City Commission finds that it is in the best interest of the community, residents, and the businesses of the City of Boynton Beach to amend Chapter 14 of the City's Code of Ordinances and create Section 14-13 entitled "Motorized Scooters".

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 made a specific part of this Ordinance by this reference.

Section 2: Chapter 14 of the Code of Ordinances of the City of Boynton Beach is amended by creating the following:

Section 14-13 – Motorized Scooters

(a) – Purpose and Applicability

1) The purpose of this Article is to permit and regulate the use and parking of Scooters in the City of Boynton Beach.

2) The provisions of this Article shall apply to the use and parking of Motorized Scooters. For the purposes of this Article, the User and Operator shall be jointly and severally liable for complying with the applicable provisions of this Article and either can be issued citations and subject to fines for violation of the provisions of this Article.

~~2)~~3) Law enforcement agencies and their personnel are exempted from the provisions of this article while utilization is in the course of police operations.

(b) – Definitions

For the purposes of this Article, the following words shall have the meaning indicated:

1) *Bicycle Path* shall have the same definition as provided in Section 316.003(5), Florida Statutes.

2) *City Manager* means the City Manager of the City of Boynton Beach, or designee.

3) *Motorized Scooter* shall mean a device that is powered by a motor with or without having a seat or saddle for the use of the rider, designed to travel on not more than three wheels.

4) *Operator* means any entity that owns, operates, distributes, redistributes, leases, or otherwise makes available for fee a Motorized Scooters.

5) *Rights-of-way or ROW* means the surface and space above and below an improved or unimproved public roadway, highway, boulevard, road, freeway, bridge, alley, court, street, bicycle lane, public sidewalk and terrace in which the City or other public entity has an interest in law or equity whether held in fee, easement, dedication, plat, or other interest including any other dedicated right-of-way for travel purposes.

6) *Sidewalk* means that paved or unpaved portion of a street between the curbline, or the lateral line, of a roadway and the adjacent property lines, intended for use by pedestrians.

7) *User* means the individual who rents or uses a Motorized Scooter provided by an Operator.

(c) – General Regulations

1) Motorized Scooters must have regulated top motor-powered speed of fifteen (15) miles per hour or less.

2) Operators shall relocate all Motorized Scooters to a safe indoor facility within twenty-four (24) hours of a declared tropical weather event (tropical storm or hurricane watch or warning, whichever comes first).

- Operators shall be responsible for monitoring professionally recognized weather condition reporting services such as the National Weather Service, National Oceanic and Atmospheric Administration, local news weather services or others for information related to severe weather conditions in and around Boynton Beach, Florida.
- Severe weather conditions include local flooding, high winds, thunderstorms, tornados and/or tropical cyclonic storms.
- Operators shall retrieve their Motorized Scooters from public right of ways twelve (12) hours in advance of potential severe weather conditions occurring. The Motorized Scooters shall be secured in indoor facilities

3) Motorized Scooters that are inoperable or damaged or do not comply with other[SL1] provisions of this Article shall be removed by the Operator within thirty (30) minutes of receipt of a complaint by any person or courtesy warning by a City Law Enforcement Officer or Code Compliance Officer. An inoperable or damaged Motorized Scooter is one that has non-functioning features (i.e. starter, lights, etc.) or is missing components (i.e. grips, fender, etc.) or is otherwise inoperable.

~~3)~~4) To increase visibility and safety Motorized Scooters shall have front, left and right side highly reflective decals and/or striping. The colors may be white, orange or red.

(d) – Parking Regulations.

1) Motorized Scooters may only be parked in a legal manner on public sidewalks and any ROW in compliance with the following regulations:

(1) Motorized Scooters shall not:

(a) Adversely affect any ROW or public sidewalks;

(b) Impede the normal movement of pedestrian traffic;

(c) Inhibit the ingress and egress of vehicles parked on- or off-street;

(d) Create conditions which are a threat to public safety and security; or

(e) Prevent a minimum four (4) foot pedestrian clear path on a sidewalk.

2) Motorized Scooters shall not be parked within the following areas: loading zone, handicap accessible parking zone or other facilities specifically designated for handicap accessibility, on-street parking spots, street furniture, curb ramps, business or

residential entryways, driveways, travel lanes, bicycle paths, parklets, or within fifteen (15) feet of a fire hydrant.

3) Parking of Motorized Scooters within the geographic boundaries of the _____District is prohibited.

4) Motorized Scooters shall not be parked in any ROW.

5) Motorized Scooters shall not be parked in a manner that in any way violates the Americans with Disabilities Act (ADA) accessibility requirements.

6) The parking of a Motorized Scooter on private property is, at all times, prohibited unless the User has the express permission of the property owner to park on that certain private property.

7) Motorized Scooters shall be parked upright at all times using the kickstand attached to the Motorized Scooter.

8) Motorized Scooters parked in one location for more than three (3) consecutive days without moving may be removed and stored by the City at the expense of the Operator.

9) The City Manager, or designee, at their discretion, and without notice, reserves the right to remove Motorized Scooters from any ROW, public sidewalks and any other public property if an emergency arises. In such instances, the City will store the Motorized Scooter and attempt to notify the Operator as soon as reasonably practicable thereafter.

(e) – Operation and Use of Motorized Scooters

1) The riding of Motorized Scooters is prohibited upon public sidewalks and any ROW, except within clearly marked Bicycle Lanes, located within the City.

2) The riding of Motorized Scooters is permitted only within properly marked Bicycle Lanes.

3) The riding of Motorized Scooters is prohibited within: districts.

4) Motorized Scooters may not exceed a maximum speed of fifteen (15) miles per hours where riding is permitted.

5) Users shall not inhibit vehicular or pedestrian movement within any ROW or create conditions which are a threat to public safety and security during operation of a Motorized Scooter. Users shall yield the ROW to pedestrians and motor vehicles.

(f) – Penalty

(a) When the User of a Motorized Scooter violates a provision of State traffic laws, the User may be issued a citation for a traffic infraction.

(b) Any violation of this Article that is not prosecuted as a violation of State traffic laws may be prosecuted as a municipal ordinance and is punishable by a fine as follows

a. If issued to a User- $50.00 for each violation.

b. If issued to an Operator- $50.00 for the first violation; $100.00 for the second violation and $250.00 for all subsequent violation on the same calendar day.

(c) In the event that an Operator or User violates any provisions of this Article, the City Manager, or designee may in addition to the fines set forth above may order the impounding of a Motorized Scooter. In order to retrieve any impounded Motorized Scooter, the Operator must demonstrate proper proof of ownership and pay a $50.00 impoundment fee per Motorized Scooter.

Section 3: Codification. It is the intention of the City Commission of the City of Boynton Beach, that the provisions of this Ordinance shall become and made a part of the Code of Ordinances of the City of Boynton Beach, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or other word or phrase in order to accomplish such intention.

Section 4: Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 5: Severability. Should any section, provision, paragraph, sentence, clause of word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

Section 6: Effective Date. This Ordinance shall become effective on upon adoption.

PASSED ON FIRST READING BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THIS _____ DAY OF _____ 2019.

PASSED AND ADOPTED ON SECOND AND FINAL READING BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA THIS ____ DAY OF _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/5/2019

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 19-011 - FIRST READING - Approve ordinance amending Part III, Chapter 2, Article I, Section 5 of the Land Development Regulations to update the City's Green Building Program

---

EXPLANATION OF REQUEST:
The City's Green Building Program, codified in 2011 through Ordinance No. 11-014, establishes procedures and incentives for the voluntary incorporation of green building practices into development proiects. The program included the creation of a "Green Building Fee" that is paid at the time each type of building construction permit is issued. The program was slightly amended in 2015 (Ordinance No. 15-020). The City's Sustainability Coordinator now recommends updating the Green Building Program to more effectively incentivize green building practices and distribute the revenue collected through the Green Building Fee.

The attached ordinance modifies the Green Building Program as follows:

- Revises the "Government Leadership" section to reflect the City's current goals of inventorying and reporting annual greenhouse gas emissions, and updating the City's Climate Action Plan every 5 years
- Separates the Green Building Fee and Fund into individual sections, rather than combined into the section "Fees and Tax Incentives," for clarity.
- Expands the "Green Building Fund" to a "Green Building/Sustainable Community Fund" and specifies a wider array of fund uses to achieve community-wide sustainability goals. [Note that the ordinance does not change the Green Building Fee.]
- Establishes simple standards for program participation (i.e., third-party green building certification by LEED, Green Globes, IGCC, FGBC, or another recognized certification program)
- Establishes a Green Building Certification Grant as the primary financial incentive for participation.
- Eliminates language referencing the CRA and its funding programs
- Streamlines the marketing incentives and eliminates the Green Building Award

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The City will now offer grants to certified projects, in the form of a reimbursement upon receipt of certification documentation. Grant amounts will be made public on the City's GoGreenBoyntonBeach.com website.

By revising the uses of the Green Building/Sustainable Community Fund, this ordinance will enable the City to implement more sustainability initiatives in the Boynton Beach community. This is the City's primary funding source for community-wide sustainability programs, but has not been effectively used as a result of restrictive language in the original 2011 ordinance.

FISCAL IMPACT: Non-budgeted The City's budget is not affected because the Green Building Fee and Fund are separate from the City's General Fund.

ALTERNATIVES: Not approve the ordinance and leave the Green Building Program as it is.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: Yes

CLIMATE ACTION DISCUSSION:
Climate Action Plan 2015 Revision, Initiative SC-15: Incorporate sustainable building and neighborhood ratings or national model green building codes, including but not limited to those defined in Section 255.253(7) of the Florida Statutes into municipal codes.

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance revising Green Building

ORDINANCE NO. 19-____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH FLORIDA AMENDING PART III LAND DEVELOPMENT REGULATIONS CHAPTER 2, LAND DEVELOPMENT PROCESSES, ARTICLE I, SECTION 5 UPDATING THE PROVISIONS OF THE CITY'S VOLUNTARY GREEN BUILDING PROGRAM; REVISING THE USES OF REVENUE COLLECTED THROUGH THE CITY'S "GREEN BUILDING FEE"; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, a green building, also known as a sustainable building, is a structure that is designed, built, renovated, operated, and/or reused in an ecological and resource-efficient manner; and

WHEREAS, the City of Boynton Beach recognizes several rating systems that provide standards for green building construction, including the Leadership in Energy and Environmental Design (LEED) rating system, the International Green Construction Code (IGCC), the Green Globes rating system, and the Florida Green Building Coalition standards; and

WHEREAS, the City has committed to reduce its greenhouse gas emissions and improve access to sustainable energy through the adoption of the City of Boynton Beach Climate Action Plan and participation in the Global Covenant of Mayors for Climate and Energy; and

WHEREAS, the purchase of electricity in buildings accounted for approximately 72% of greenhouse gas emissions from City Operations, and approximately 46% of greenhouse gas emissions in the Boynton Beach community in 2017; and

WHEREAS, the City Commission passed Ordinance No. 11-014, in April 2011, to create provisions for a voluntary green building program for the City of Boynton Beach; and

WHEREAS, the City staff has reviewed the green building program and determined that it should be updated to more effectively incentivize green building practices and distribute the revenue collected through the City's "Green Building Fee"; and

WHEREAS, upon the recommendation of staff, the City Commission deems it to be in the best interest of the citizens and residents of the City to amend Part III, Chapter 2, Article I, Section 5 of the Land Development Regulations to update the City's Green Building Program.

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

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

Section 2. Chapter 2, Article I, "Overview," of the Land Development Regulations, is hereby amended by adding the words and figures in underlined type, as follows:

CHAPTER 2, ARTICLE 1. OVERVIEW:

Sec. 5. Green Building Program.

A. *Purpose and Intent.* The Green Building Program establishes procedures and incentives for the implementation of green building standards. The program is intended to encourage the incorporation of green building practices into development projects. The program may be applied to any development within the city, including redevelopment projects and government initiated development projects, submitted for city review.

B. *Government Leadership.* To demonstrate the city's commitment to ~~a green building program~~sustainability, the city shall comply with a sustainable building rating system or a national model green building code~~the Green Building Program established herein~~ for all government buildings pursuant to F.S. § 255.2575(2), and

1. ~~Track~~ Inventory and report the city's annual ~~water and energy use~~greenhouse gas emissions from municipal operations; and

2. ~~Publish an annual~~Inventory and report community-scale greenhouse gas emissions ~~that outlines the city's~~ at least once every 5 years; and

3. Update the city's Climate Action Plan including greenhouse gas reduction targets and climate adaptation goals at least once every 5 years~~energy and water use performance for the prior year and outline methodologies for potential reductions in keeping with the approved Climate Action Plan initiatives~~.

C. *Scope and Applicability.* This voluntary program applies to all lands private and public within the city and the city-owned well fields. The scope of its application shall be for development approvals and building permits submitted for the voluntary green building program. Such plans and approvals shall be reviewed for compliance with the appropriate parts of the adopted city's Comprehensive Plan and the land development regulations in addition to the ~~requirements of the~~ Green Building Standards ~~Program.~~detailed in Section E below.

D. *Green Building/Sustainable Community Fund*. There is established a fund designated as the Green Building/Sustainable Community ~~Program~~ Fund, herein referred to as "Fund," separate from the General Fund of the City of Boynton Beach. All additional monies obtained in connection with the Green Building Fee (~~subparagraph "c" below~~Subsection E below) shall be deposited into the Fund without regard to fiscal year limitations and used solely to pay the cost of operating and maintaining the Fund for the purposes contained in this subsection. All funds, interest and other amounts deposited into the Fund shall not be transferred or revert to the General Fund of the city at the end of any fiscal year or at any other time, but shall continually be available for the uses and purposes set forth in this section. ~~The Fund shall be used as follows:~~The fund shall be used for initiatives that promote green building practices and enhance the sustainability of the Boynton Beach community, which may include the following:

(1) Incentive funding for green building certification of private buildings as described in Subsection G below

(2) Incentive funding for energy efficiency, water efficiency, and renewable energy in private buildings
(3) Expansion of electric vehicle (EV) infrastructure, bicycle/pedestrian facilities, or transit options for community use
(4) Incentive funding for private-sector recycling, composting, or waste-reduction activities
(5) Development of green infrastructure including canopy trees, living shorelines, green roofs, green walls, vertical gardens, bioswales, or rain gardens
(6) Education, training, and outreach to the public and private sectors on green building, water conservation, energy efficiency, renewable energy, climate change, flood mitigation, green infrastructure, sustainable transportation, or waste reduction.

~~(1) Staff salaries and operating costs to provide technical assistance, plan review, and inspections and monitoring of green buildings achieving certification through the Green Building Program;~~
~~(2) Education, training and outreach to the public and private sectors on green building practices; and~~
~~(3) Incentive funding for public and private buildings as provided herein, including establishing a Energy Efficiency/Water Conservation Revolving Loan fund;~~
~~(4) Incentive funding for energy efficiency and water conservation efforts in city owned facilities pursuant to the city's GHGE reduction goal adopted in the Climate Action Plan.~~

E ~~c.~~ *Green Building Fee*. A Green Building Fee, herein referred to as "Fee" is established to fund the implementation of this program and the Fund. Current fee schedules shall be maintained and available to the public in the Development Department. Fees shall be paid at the time each type of building construction permit is issued, according to the fee schedule approved by the City Commission. The Green Building Fee associated with the Green Building Program is subject to amendment by resolution of the City Commission.

F. ~~D.~~ D. *Green Building Standards.* To participate in this program and receive the incentives described herein, private builders and developers shall voluntarily construct buildings that are certified by a sustainable building rating system or a national model green building code. Eligible certifications include those provided by the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) rating system, the International Green Construction Code (IGCC), the Green Building Initiative's Green Globes rating system, the Florida Green Building Coalition standards, or another recognized certification program that is approved by the city and complies with the Florida Building Code.

G. *Incentives.* The city shall provide the following incentives to encourage the use of this program and are hereby authorized:

1. Expedited Permitting. For any voluntary program participant, the city shall provide expedited review in accordance with Chapter 2, Article I, Section 4 above as approved in Ordinance 09-024. All such applications for expedited review shall be accompanied by the appropriate forms, evidence of a completed green building certification application according to the requirements of the certifying entity, and proof of payment of the application fee

required to process the application for certification. A city staff member shall be designated as project manager and shall work in close contact with the applicant and certifying agent. The project manager shall oversee the expedited review of the project once formal plans have been prepared and submitted to the city.

2. ~~Fees and~~ Tax and Financial Incentives.

~~a. Purpose and Intent. Within one hundred eighty (180) days of the effective date of this program, the city shall establish an incentive program to promote early adoption of green building practices by applicants for new site plans and building construction permits for buildings regulated by this code. The incentive program shall be funded by funds deposited in the Green Building Fund, subject to the availability of funds. As part of the incentive program, the city and/or the Boynton Beach Community Redevelopment Agency shall establish a property tax incentive along with the Green Building Fee Incentive for Qualifying Green Building Program Projects, and may provide grant funding to help defray the costs associated with the early adoption of the Green Building Program. Property tax incentives shall be incorporated into a developers agreement pursuant to the requirements of the Green Building Program.~~

~~b. Green Building Fund. There is established a fund designated as the Green Building Program Fund, herein referred to as "Fund," separate from the General Fund of the City of Boynton Beach. All additional monies obtained in connection with the Green Building Fee (subparagraph "c" below) shall be deposited into the Fund without regard to fiscal year limitations and used solely to pay the cost of operating and maintaining the Fund for the purposes contained in this subsection. All funds, interest and other amounts deposited into the Fund shall not be transferred or revert to the General Fund of the city at the end of any fiscal year or at any other time, but shall continually be available for the uses and purposes set forth in this section. The Fund shall be used as follows:~~

~~(1) Staff salaries and operating costs to provide technical assistance, plan review, and inspections and monitoring of green buildings achieving certification through the Green Building Program;~~

~~(2) Education, training and outreach to the public and private sectors on green building practices; and~~

~~(3) Incentive funding for public and private buildings as provided herein, including establishing a Energy Efficiency/Water Conservation Revolving Loan fund;~~

~~(4) Incentive funding for energy efficiency and water conservation efforts in city owned facilities pursuant to the city's GHGE reduction goal adopted in the Climate Action Plan.~~

~~c. Green Building Fee. A Green Building Fee, herein referred to as "Fee" is established to fund the implementation of this program and the Fund. Current fee schedules shall be maintained and available to the public in the Development Department. Fees shall be paid at the time each type of building construction permit is issued, according to the fee schedule approved by the City Commission. The Green Building Fee associated with the Green Building Program is subject to amendment by resolution of the City Commission.~~

a. Green Building Certification Grant. The city shall provide small grants to help defray the costs associated with obtaining green building certification. The ~~incentive~~grants ~~program~~ shall be ~~funded~~paid through ~~by funds deposited in~~ the ~~Green Building~~Sustainability Fund (described in Section 2 above), subject to the availability of funds. Grant amounts will be based on the level of certification achieved (e.g., bronze, silver, gold, platinum) from an

eligible green building certifying entity. The grant will be paid as a reimbursement upon receipt of a copy of the certification achieved. Certification must be received within 180 days of the Certificate of Occupancy issue date. Current grant amounts shall be maintained and made available to the public by the City's Sustainability Coordinator.

b. Property Tax Incentive. The city ~~and/or the Boynton Beach Community Redevelopment Agency (CRA)~~ may establish a property tax incentive for qualifying green building projects. Property tax incentives shall be incorporated into a developers' agreement and shall require proof of certification according to the Green Building Standards outlined above.

~~d. Community Redevelopment Agency (CRA) Tax Increment Financing Funding. CRA Board approved tax increment finance funding incentive for projects within the CRA district participating in the program incorporated as part of the city's developer's agreement, requiring proof of certification and annual reporting as outlined in the program.~~

3. Signage. The city shall allow the following bonuses to the currently allowed signage regulations:

a. One (1) additional temporary construction sign may be installed that notes that "This project is a City of Boynton Beach Green Building Project by [Company Name]." This additional temporary construction sign must meet the standard dimensional requirements as set forth in Chapter 4, Article IV, Section 4.B.3.

b. The notation "City of Boynton Beach Green Building Project" may be added on the project entry monument signage. The additional sign area to include the city approved notation letters and logo shall be a maximum of four (4) inches high by forty-two (42) inches wide. Additional sign area greater than that allowed by the land development regulations shall be permitted for this notation only.

4. Marketing. For any program participant, the city shall provide the following marketing incentives, including but not limited to:

a. The inclusion of program participants on a webpage dedicated to the program;

b. ~~The creation of promotional documents such as a program logo for a participant's advertisements or brochures; and~~Recognition at a City Commission meeting; and

c. Press releases.

~~5. Green Building Award. For the purpose of publicly recognizing outstanding commitment to the green building, the program shall provide for an award called the "City of Boynton Beach Green Building Award" to be awarded annually by the city to one (1) program participant obtaining the most elective points and greatest annual energy reduction.~~

H~~E~~. *Certification Verification.* The applicant shall provide documentation to the city verifying the authenticity of a project's green certification by a qualified third party as ~~outlined~~ described in the Green Building ~~Program~~Standards. ~~The program shall be subject to certification by a qualified third party.~~

I~~F~~. *Education and Training.* The city, in conjunction with the ICC, FGBC, USGBC, GBI or other state or nationally recognized high-performance green building rating system, may conduct training workshops for the purpose of educating potential or current program participants about the program.

1. The city will attempt to make available a meeting space at a government facility for green building programs offered by organizations that are of a general nature (not product specific). Organizations shall contact the facility's staff to make arrangements.

2. Development Department staff shall be encouraged to attend at least eight (8) hours of green building training annually.

Section 3. Codification. It is the intention of the City Commission of the City of Boynton Beach, that the provisions of this Ordinance shall become and made a part of the Code of Ordinances of the City of Boynton Beach, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article" or other word or phrase in order to accomplish such intention.

Section 4. Conflicts. All Ordinances or parts of Ordinances, Resolutions or parts thereof in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 5. Severability. Should any section, provision, paragraph, sentence, clause of word of this Ordinance or portion hereof be held or declared by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall be considered as eliminated and shall not affect the validity of the remaining portions or applications of this Ordinance.

Section 6. Effective Date. This Ordinance shall become effective on upon adoption.

FIRST READING this ____ day of _____, 2019.

SECOND, FINAL READING AND PASSAGE this ____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/5/2019

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R19-028 - Accept the conveyance of vacant lot on NE 11th Avenue from the Boynton Beach Community Redevelopment Agency via Quit Claim Deed.

EXPLANATION OF REQUEST:
On February 12, 2019 the Boynton Beach Community Redevelopment Agency (CRA) approved transferring a vacant lot on NE 11th Avenue to the City. The 0.6 acre lot is described as follows:

The un-numbered lot east of Lot 1, Block 4, The Meeks and Andrews Addition to Boynton, FL, according to the plat thereof as recorded in Plat Book 5, Page 84, Public Records of Palm Beach County, Florida

The City currently has a right-of-way that is adjacent to this lot and intends to combine this lot with the existing right of way.

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

FISCAL IMPACT: N/A

ALTERNATIVES: None.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution accepting conveyance of un-numbered lot on NE 11th Avenue from the CRA
Attachment	Quit Claim Deed
Attachment	CRA agenda item

RESOLUTION NO. R19 -

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND ACCEPTING THE CONVEYANCE OF AN UN-NUMBERED VACANT LOT ON NORTHEAST 11TH AVENUE FROM THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 12, 2019, the Boynton Beach Community Redevelopment Agency (CRA) approved the transfer of an un-numbered vacant lot on NE 11th Avenue, east of Lot 1, Block 4 to the City of Boynton Beach; and

WHEREAS, the lot is 0.06 acre and, due to size, is unbuildable, but since it is located adjacent to the City's existing right-of-way, ownership of the property for future land disposition, is proper with the City; and

WHEREAS, the City Commission, upon recommendation of staff, deems it in the best interest of the Citizens and residents of the City of Boynton Beach to approve and accept the conveyance to the City of property an un-numbered vacant lot east of Lot 1, Block 4 on NE 11th Avenue from the Boynton Beach Community Redevelopment Agency.

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. The City Commission of the City of Boynton Beach hereby approves and accepts the conveyance to the City of property an un-numbered vacant lot east of Lot 1, Block 4 on NE 11th Avenue from the Boynton Beach Community Redevelopment Agency.

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

PASSED AND ADOPTED this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Christina Romelus	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Justin Katz	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE		_____

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

Prepared by and to be Returned to:

Kenneth W. Dodge, Esquire
Lewis, Longman & Walker, P.A.
515 North Flagler Drive, Suite 1500
West Palm Beach, Florida 33401
(561) 640-0820

QUIT CLAIM DEED

THIS QUIT CLAIM DEED made the ____ day of _____, 2019, by BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Chapter 163, Part III, of Florida Statutes, whose address is 710 N. Federal Highway, Boynton Beach, Florida 33435 (hereinafter called the "Grantor"), to the CITY OF BOYNTON BEACH, a political subdivision of the State of Florida, whose address is 3301 Quantum Boulevard, Suite 101, Boynton Beach, Florida 33426 (hereinafter called the "Grantee"):

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN and NO/100 ($10.00) DOLLARS, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece of parcel of land, situate, lying and being in the County of Palm Beach, State of Florida, to wit:

The Un-numbered Lot East of Lot 1, Block 4, The Meeks and Andrews Addition to Boynton, Fla, according to the plat thereof as recorded in Plat Book 5, Page 84, Public Records of Palm Beach County, Florida.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

_____
Witness

_____
Printed Name of Witness

_____
Witness

_____
Printed Name of Witness

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

_____

By: Steven B. Grant
Its: Chairman

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by Steven B. Grant, Chairman of BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, who is [ ] personally known to me or [ ] has produced _____ as identification.

_____
NOTARY PUBLIC

CRA BOARD MEETING OF: February 12, 2019

NEW BUSINESS

AGENDA ITEM: 15.C.

SUBJECT:

Discussion and Consideration of Transfer of Vacant Lot located on NE 11th Avenue to the City

SUMMARY:

On April 10, 2018 the CRA Board approved the purchase of a vacant lot on NE 11th Avenue. (Attachment I - April 10, 2018 Minutes) (Attachment II - Map) for the amount equal to the appraised value of $9,000.

The lot is 0.06 acre and was purchased knowing it is considered unbuildable under the City's LDRs due to size. However, the property is located adjacent to the City's existing Right-of-Way and ownership of the property would ultimately be better under either the CRA or City.

CRA staff met with the Development/Planning/Utilities staff on October 19, 2018 to discuss the possibilities for the property. In order for any alternate land disposition to take place under the City's Right-of-Way or Alleyway abandonment process, the appropriate action would be for the CRA to transfer lot ownership to the City of Boynton Beach.

FISCAL IMPACT:

To be determined.

CRA PLAN/PROJECT/PROGRAM:

2016 Boynton Beach Community Redevelopment Plan - HOB District

CRA BOARD OPTIONS:

1. Approve the transfer of the vacant lot located on NE 11th Avenue to the City and authorize staff to work with the CRA legal counsel and the City for the land transfer process.

2. Do not approve the transfer of the vacant lot located on NE 11th Avenue to the City.

3. Provide alternative direction to CRA staff for the vacant lot.

ATTACHMENTS:

Description

- **Attachment I - April 10, 2018 Minutes**
- **Attachment II - Location Map**

the City and incorporated into the Cityscape. If the Church wants to keep it and the Board did not include it as a stipulation, he did not want to see the deal fall through. He believed the church would preserve it and hopefully they would offer ideas. Mr. Simon explained the CRA is purchasing the building and inside the building there is recognized art. The property is owned by the Church, but the artwork is affixed into the structure so to sell the structure, a fixture is generally thought of as non-removal. If the artwork was on the site and the Church owns it and wants to take it, it should be written in the contract. The CRA did not buy the property with the added value of the art included in the value of the property. Board Member Casello thought the CRA could incorporate it into its own landscape or buildings, or if it is important to the Church, he would not object if they took it with them. He wanted the art preserved. Chair Grant understood, if it is a fixture and an exterior window it is purchased as part of the building as opposed to a painting on a wall. He proposed staff discuss it with the congregation to ensure the CRA will preserve any type of art in the building and any fixture they are also willing to preserve those artworks as well. There was consensus.

Attorney Rossmell requested clarification the Board does not wish to clarify the contract to state that or they do. The Church already signed the contract and the Board did not want to let anything fall through. Under the CRA's interpretation, a stained glass window would be considered a fixture versus a piece of art that is hung up. Staff will have the discussion that any other pieces of art would and the CRA would maintain and preserve for the future. If the Church takes out the stained glass window, they will have done something to the building before the CRA purchases it. The agreement will not be changed, but it is a discussion the Board wants staff to have.

14. New Business

A. Consideration of Purchase and Sale Agreement for the Properties Located at 211 NE 9th Avenue and NE 11th Avenue

Motion

Vice Chair Romelus moved to approve. Board Member McCray seconded the motion that unanimously passed.

B. Consideration of Funding of Intersection Improvements Associated with Florida Department of Transportation US 1/Federal Highway Project

Thuy Shutt, Assistant CRA Director, explained this item is not funded in 2017/2018 budget. In August 2017, the Board had discussed what to spend on the enhancements of US 1 as part of the FDOT road resurfacing plans. These were cosmetic items to increase pedestrian safety and/or bike lanes at a larger or more prominent intersection within the corridor that it is not funded by base elements of the resurfacing job. Since the budget had to be adopted, staff did not have the prices and FDOT did not progress far enough along with their plans, the Board did not allocate an amount for improvements.

340 NE 11th Ave.
Private Home

CRA Property 0.0689 Acres -20'x150'

City Right-of-Way

Duplex

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/5/2019

REQUESTED ACTION BY COMMISSION:
Department to give brief presentation of their operations
Police - **March 2019**
Fire - **May 2019**

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: 3/5/2019

REQUESTED ACTION BY COMMISSION: Staff to review Development Department's plan review processes to identify efficiencies and technologies to assist with timely review of plans/projects - **March 2019**

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: 3/5/2019

REQUESTED ACTION BY COMMISSION: Mayor has requested a discussion concerning a Community ID Program - **March 19, 2019**

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: 3/5/2019

REQUESTED ACTION BY COMMISSION: Commission wants to discuss public safety as it relates to the Town Square Redevelopment - **June 2019**

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: 3/5/2019

REQUESTED ACTION BY COMMISSION: Modification of parking ordinance to prohibit parking of tractor trailers in residential neighborhoods - **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: 3/5/2019

REQUESTED ACTION BY COMMISSION: Approve Ocean Breeze East Major Site Plan Modification for multi-family residential (rental apartments) consisting of 123 dwelling units within four, three-story buildings, a clubhouse, community space, and associated recreational amenities and parking on 3.95 acres.
Applicant: Paul Bilton, Centennial Management - **March 19, 2019**

EXPLANATION OF REQUEST:
Mr. Paul Bilton, agent for Ocean Breeze East, LLC is requesting approval of a Major Site Plan Modification for the development of Ocean Breeze East, which proposes 123 dwelling units within four, three-story buildings, 3,250 square foot clubhouse, 1,446 square feet of community space, associated recreational amenities, and parking on 3.95 acres.

There is one (1) point of ingress/egress proposed for the project centrally located on NE 7th Avenue. This is a two-way driveway allowing turns in both directions. Sidewalks are provided on all rights-of-ways at a minimum of 8 feet in width. The sidewalk along Seacrest Boulevard is designed to incorporate the frontages of the first-floor units, allowing front doors, street trees, and pedestrian connections to the individual units as an enhancement of the project and streetscape consistent with the vision for the City's urban area.

A surface parking lot is centrally located among the apartment buildings and contains 193 parking space; nine (9) of which are handicap parking spaces.

The proposed elevation drawings depict the overall roof height of each residential building at approximately 38 feet in height. The proposed building has a traditional residential design, featuring a smooth stucco finish, pitched roof with focal features, decorative cornices and banding, modulation of the facades, balconies with aluminum railings, building score lines, roof overhangs, and an earthtone color palette.

The Planning and Development Board reviewed and recommended approval of the item at the February 26, 2019 meeting.

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

FISCAL IMPACT: The fiscal impact of the proposal will be negligible, other than the enhanced condition of the property with the upgraded building and use on the site, permit fees and certificate of use fees.

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: 3/5/2019

REQUESTED ACTION BY COMMISSION: Approve Conditional Use and Major Site Plan Modification for the construction of a 1,927 square foot Taco Bell Restaurant, drive-through and related site improvements, located in a C-3 (Community Commercial) zoning district. Applicant: Raymond Funk, Coastal QSR, LLC - **March 19, 2019**

EXPLANATION OF REQUEST:
The 0.77-acre subject property consist of two parcels, both currently vacant. The applicant is requesting Conditional Use and Major Site Plan Modification approval for the construction of a 1,927 square foot Taco Bell Restaurant, drive-through, and related site improvements. The drive-through portion of the proposed use requires Conditional Use approval at the proposed location.

The fast food restaurant is generally compatible with the remainder of the commercial uses on the corridor and with the surrounding residential properties; as such uses located adjacent to large residential developments are typically patronized by the residents within the neighborhood. The drive-through facility is located completely behind the restaurant structure and is not visible from South Federal Highway. The building's design is typical of most commercial structures with a mix of painted split face CMU block, textured stucco finish and alumawood focal point. The building has a flat roof with a parapet and a combination of earthtone and branded colors.

Staff recommends approval subject to including all conditions of approval.

The Planning and Development Board reviewed the item at the February 26, 2019 meeting and did not recommend approval.

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

FISCAL IMPACT: Fiscal impact of the proposed use on adjacent and nearby properties, and the City as a whole, will be negligible, other than the enhanced condition of the property with the upgraded building and use on the site, permit fees and certificate of use fees.

ALTERNATIVES: None recommended.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount: