The City of

Boynton Beach

City Commission Agenda

Tuesday, May 21, 2019, 6:30 PM

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

Boynton Beach City Commission

Mayor Steven B. Grant (At Large)
Vice Mayor Justin Katz (District I)
Commissioner Mack McCray (District II)
Commissioner Christina L. Romelus (District III)
Commissioner Ty Penserga (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 Rev. Jack Copas, Boynton Beach Congregational United Church

Pledge of Allegiance to the Flag led by Commissioner Christina L. Romelus

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. Our city lobbyist, Mat Forrest will present a post legislative update from the 2019 Legislative Session.

B. Presentation of the City's Comprehensive Annual Financial Report for FY 2018 by Scott Porter, Partner of Caler, Donten, Levine, Cohen, Porter & Veil.

C. Proclaim June as Immigrant Heritage Month

D. Proclaim the week of May 18-24 as National Safe Boating Week.

E. Presentation of the 20th annual "Bob Borovy Student Citizen of the Year" award by members of the Education & Youth Advisory Board.

F. Announce Disaster Preparedness Tax Holiday from 5/31/19 - 6/6/19.

G. Fire Department to give brief presentation of their operations.

H. Chief Joseph to announce a partnership between the City and Palm Beach Atlantic University (PBAU) to offer a Bachelor of Science degree in Organizational Leadership.

I. Budget input opportunity. Members of the public are invited to provide input to the City Commission in regards to the upcoming FY19/20 budget.

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. R19-054** - Authorize the Mayor to sign a land use agreement between the City of Boynton Beach and Journey Church for the 4th of July event to be held Thursday, July 4, 2019.

B. **PROPOSED RESOLUTION NO. R19-055** - Authorize the City Manager to sign Omnia Maintenance Agreement with Thyssen-Krupp Elevator Corporation of Kennesaw, GA for annual elevator inspections and service/repairs in various City facilities utilizing the National Intergovernmental Purchasing Alliance contract R150801 for an estimated monthly amount of $1,855. National Intergovernmental Purchasing Alliance procurement process satisfies the City's competitive bid requirements.

C. Approve the "Eden Ridge" record plat, conditioned on the approval being the certification of the plat documents by the City Engineer.

D. Approve an increase of $40,000 to the existing purchase order for sodium chloride with Morton Salt utilizing the previously approved Palm Beach County Bid No.18-069/MB which expires August 19, 2019. This will bring the total approved expenditure to $200,000 for the year.

E. Approve Task Order UT-2C-03 with CDM Smith, Inc. in the amount of $99,960.00 in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category C awarded by City Commission on August 7, 2018 for work on a Hydraulic Analysis for the Downtown Stormwater System.

F. Accept update on redlight camera program.

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

H. Accept the Fiscal Year 2018-2019 Budget Status Report of the General Fund and the Utilities Fund for the six (6) month period ended March 31, 2019.

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

J. Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities as described in the written report for May 21, 2019- "Request for Extensions and/or Piggybacks."

K. Approve the minutes from City Commission meeting held on May 7, 2019.

7. BIDS AND PURCHASES OVER $100,000

A. **PROPOSED RESOLUTION NO. R19-056** - Authorize the City Manager to sign a contract utilizing the Palm Beach County Contract # 2017055 with Wynn & Sons Environmental Construction CO. Inc. for the resurfacing and installation of cart pathways at the Golf course with an estimated annual expenditure of $177,720.50 plus a 10% contingency of $17,772 for unforeseen conditions for a estimated total expenditure of $195,492.50. The Palm Beach County procurement process satisfies the City's competitive bid requirements.

B. **PROPOSED RESOLUTION NO. R19-057** - Approve and authorize the City Manager to sign an Agreement with the Haskell Company in the amount of $140,000 for programming, architectural, engineering, pre-construction services and development of a Guaranteed Maximum Price (GMP) proposal for the proposed Utility Water Quality Laboratory project to be located adjacent to the Fire Rescue Station # 2, Boynton Beach, Florida.

C. Approve Task Order UT-4B-01 with CDM Smith, Inc. in the amount of $153,520 in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category B awarded by City Commission on August 7, 2018 for work on the Lift Station No. 317 Force Main By-Pass project.

D. Approve Task Order UT-1B-02 with Carollo Engineers in the amount of $198,810 in accordance

with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category B awarded by City Commission on August 7, 2018 for work on the Congress Avenue Force Main Isolation Valves project.

E. Approve an increase to the estimated annual expenditure to the "Cooperative Bid to Furnish, Deliver and Discharge Quicklime" with Lhoist North America by an $170,000 increasing estimated annual expenditure from $350,000 to $520,000 for the remainder of fiscal year 2019.

8. PUBLIC HEARING

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

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

A. Approve 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 ***(Tabled at the March 19, 2019 Commission Meeting) (Applicant requests tabling continues to May 7th meeting.)(Applicant requests tabling continues to May 21st meeting.)***

9. CITY MANAGER'S REPORT - None

10. UNFINISHED BUSINESS - None

11. NEW BUSINESS

A. Mayor Grant has requested to discuss the Commission expense allocation stipend. Below is the current information concerning the Commission's compensation.

B. Authorize Commissioner Romelus to attend Sister Cities International Conference in Houston, TX, July 17-19, 2019.

12. LEGAL

A. **PROPOSED ORDINANCE NO. 19-016 - SECOND READING** - Approve amending Part 2 of the City of Boynton Beach Code of Ordinances, Chapter 16, Section 16-18 adding a definition of mooring and Section 16-60 Establishing hours of use at Harvey E. Oyer, Jr. Park., Item (d) to clarify non-permitted use.

B. **PROPOSED ORDINANCE 19-010 - SECOND READING -** Amending Chapter 14 of the Code of Ordinances entitled "Motor Vehicles and Traffic" creating Section 14-13 entitled "Motorized Scooters". **(*Tabled to May 21, 2019)***

C. **PROPOSED ORDINANCE NO. 19-017 - SECOND READING** - Approval of Ordinance amending Section 14.3 regulating truck and other commercial use vehicle parking in residential neighborhoods.

13. FUTURE AGENDA ITEMS

A. Department to give brief presentation of their operations

Development - **July 2019**
Library - **September 2019**

B. Representative Mike Caruso post-legislative update - **June 4, 2019**

C. Staff to give update on Building Wealth/Local Preference/Surtax programs - **June 4, 2019**

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

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

F. Budget Workshops for 2019/20 proposed budget:

Budget Workshops at Intracoastal Park Clubhouse;
Monday, July 15, 2019 @ 5:00 P.M.
Tuesday, July 16, 2019 @ 10:00 A.M.
Wednesday, July 17, 2019 @ 2:00 P.M.

G. Staff to present updated Social Media Policy - **August 20, 2019**

H. The Mayor has requested a discussion of possible changes to Seacrest Corridor zoning and land use - **TBD**

14. ADJOURNMENT

NOTICE

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

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

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

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION:

Call to Order - Mayor Steven B. Grant

Invocation by Rev. Jack Copas, Boynton Beach Congregational United Church

Pledge of Allegiance to the Flag led by Commissioner Christina L. Romelus

Roll Call

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Non-budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

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: 5/21/2019

REQUESTED ACTION BY COMMISSION:
Our city lobbyist, Mat Forrest will present a post legislative update from the 2019 Legislative Session.

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Addendum	Post Session Update

BALLARD | PARTNERS

Memorandum

To: Mayor Grant
Vice Mayor Katz
Commissioner Romelus
Commissioner McCray
Commissioner Penserga
Lori LaVerriere, City Manager
Cc: John Durgan

From: Mat Forrest M. F.

Date: May 10, 2019
Re: Session Update

It took an extra day, but the 2019 Regular Session officially ended on Saturday, May 4 at 2:03p.m. I know you were probably inundated with legislative alerts throughout Session on each bill but I always think it's important to look at the big picture and, thanks to LobbyTools, somebody else keeps track of the stats for me. So, before we dive into the specifics, here are some stats to give you a better perspective of what the Session has been like and how much actually made it across the finish line.

2019 Legislative Stats:
- 3,571 Bills and PCBs filed
- 2,997 Amendments filed
- 3,765 Votes Taken
- 40 Floor Sessions
- 196 Bills passed both chambers (5.4%)
- Number of bills or budget projects vetoed by the Governor: TBD

So that's the "big picture" and here are the issues most relevant to the City of Boynton Beach.

Appropriations

2019 again was a very competitive year for appropriation requests. There were roughly 1,630 appropriation requests filed totaling over $3.6 billion. In those totals were 2 projects for the City of Boynton Beach. We worked with the City staff and local legislators and filed the following local funding requests on behalf of the City but unfortunately, we were not able to get them included in the General Appropriations Act.

HB 2221 Boynton Beach Trade Winds Estates Infrastructure Improvements

- **Requesting $900,000 from the State. ($0 local match)**

TALLAHASSEE
201 East Park Avenue, 5th Floor
Tallahassee, FL 32301
850.577.0444 FAX 850.577.0022

WEST PALM BEACH
1400 Centre Park Boulevard, Suite 1010
West Palm Beach, FL 33401
561.253.3232

JACKSONVILLE
4400 Marsh Landing Parkway, Suite 2
Jacksonville Beach, FL 32250
904.834.2946

MIAMI
2 Alhambra Plaza, Suite 102
Coral Gables, FL 33134
305.456.8479 FAX 786.542.6997

TAMPA
1726 East 7th Avenue, Suites 13[illegible]
Tampa, FL 33605
813.374.6007

ORLANDO
[illegible]ite 500
Orlando, FL 32801
407.803.3878

FORT LAUDERDALE
401 E. Las Olas Boulevard, Suite 1400
Ft. Lauderdale, FL 33301
954.302.5989

WASHINGTON D.C.
601 13TH Street NW, Suite 200 N
Washington, DC 20005
202.800.5620 FAX 202.800.5623

Sponsored by Rep. Casello (D, Boynton Beach) & Sen. Berman (D, Boynton Beach) this project provides Boynton Beach with a nonrecurring sum of $900,000 to improve infrastructure in the Trade Winds Estates Neighborhood. Trade Winds Estates is an at-risk neighborhood in need of construction of a water distribution system, wastewater collection and stormwater improvements along with improvements to the Right-of-Ways.

HB 2665 Mangrove Park Water Quality Improvements

- **Requesting: $1,050,000 Local Match: $600,000**

Sponsored by Rep. Casello (D, Boynton Beach) & Sen. Berman (D, Boynton Beach) this project requests $1,050,000 to the city of Boynton Beach to fix water quality in Mangrove Park area. The funds will replace a fixed walkway within the park with a system that will allow public access and provide a platform for water circulation and aeration improvements.

I think with additional time and some tweaks to the requests these projects could be successful in 2020 and I look forward to working with the staff to prepare the applications.

Legislative Tracking Report:

Below are very brief summaries of the "notable" legislation that passed and failed. As always, this is not intended to be a legal opinion and I highly recommend that you have your appropriate staff review any bill of interest to you that passed so that you can determine exactly how it could impact the City.

Broad Preemption Bills (Died)

There was no shortage of bills filed this Session dealing with some sort of local government preemption. Some were single subject, such as plastic straws, but there were a couple that were more broad, omnibus bills that preempted several areas. While some narrowly focused preemptions did pass, I'm happy to say none of the omnibus bills made it across the finish line.

HB3 by M. Grant (R, Port Charlotte) generated a lot of heated debate regarding the powers given to municipalities, often comparing restriction of municipality power to restriction of state powers. This bill originally prohibited local governments from imposing any regulations on businesses or business entities after July 1, 2019. By the end though it was narrowed down to just preempt business licensing to the state. It passed the House in this form but didn't move in the Senate.

HB 1299 relating to Government Powers by Rep. Roach, (R, North Fort Myer) was a broad bill that included preemptions for local governments to levy taxes on nicotine products, market nicotine products, regulate single use straws, sunscreen, generators, and to approve a district school board impact fee. It moved well in the House, mostly along party line votes, and passed the House by a vote of 71 to 40. It was never heard in the Senate.

Vacation Rentals (Died)

The Vacation Rental debate continued this Session but in the end nothing changed. While six vacation rental related bills were filed, only two gained traction and from that only the House bill

was ever heard in Committee. SB824 by Diaz (R, Hialeah Gardens) and HB987 by J. Grant (R, Tampa) were nearly identical bills and swung the pendulum towards the Vacation Rental industry and away from local government regulation.
After much debate in each committee the House bill did make it to the Floor but was never heard. The Senate bill was placed on an agenda twice but never heard in committee, which is usually a good sign that the votes weren't there to pass.
I think you can definitely plan on seeing this issue again in the 2020 Session.

CRA's (Passed)
Legislation regarding Community Redevelopment Agencies (CRA's) has been a controversial issue for the past couple years. This Session one bill did pass which may impact cities but the version that eventually passed changed significantly from when it was filed in both Chambers and reports are its changes are not as dramatic as feared.
HB 9 by Rep. LaMarca (R, Lighthouse Point) & Sen. Lee (R, Brandon) does the following:

- Establishes new ethics and appointment procedures for CRA board members
- Provides new dates and procedures for the termination of a CRA.
- Requires procurement rules similar to the municipality

As passed, the bill does not change what uses a CRA may allocate funds for such as special events.
If approved by the Governor, this bill is effective on October 1, 2019.

Vegetable Gardens (Passed)
SB 82 by Sen. Bradley (R, Orange Park) and Rep. Fetterhoff (R, DeLand) and Rep. Sabatini (R, Clermont) eliminates the powers of municipal governments to govern what kinds of vegetables and gardens may be planted on a residential property. It's a short bill and it states:

604.71 Local regulation of vegetable gardens.—
1) The Legislature intends to encourage the development of sustainable cultivation of vegetables and fruits at all levels of production, including for personal consumption, as an important interest of the state.
2) Except as otherwise provided by law, a county, municipality, or other political subdivision of this state may not regulate vegetable gardens on residential properties. Any such local ordinance or regulation regulating vegetable gardens on residential properties is void and unenforceable.
(3) This section does not preclude the adoption of a local ordinance or regulation of a general nature that does not specifically regulate vegetable gardens, including, but not limited to, regulations and ordinances relating to water use during drought conditions, fertilizer use, or control of invasive species.

(4) As used in this section, the term "vegetable garden" means a plot of ground where herbs, fruits, flowers, or vegetables are cultivated for human ingestion.

If approved by the Governor, this will be effective July 1, 2019.

Plastic Straw Preemption (Passed)
Plastic straws were a heavily debated and passionate topic during the 2019 Session. There were several general bills filed on both sides of the issue. In the end language was passed that implements a 5-year moratorium on local government preemptions.

HB 771 relating to Environmental Regulation by Rep. Overdorf (R, Stuart) and Sen. Perry (R, Gainesville) was amended as it bounced back and forth in the final days and language was added to it which places a 5-year moratorium on plastic straw bans.
Section 3. Section 403.7034, Florida Statutes, is created 577 to read:
403.7034 Local regulation of single-use plastic straws; moratorium. —
(1) Before July 1, 2024, a county, a municipality, or another entity of local government may not adopt or enforce an ordinance or other local regulation relating to single-use plastic straws. The moratorium on local regulation and enforcement under this section expires July 1, 2024.
(2) The Office of Program Policy Analysis and Government Accountability shall conduct a study of each ordinance or regulation adopted by the governing body of a county, municipality, or special district in Florida to restrict or prohibit the use of single-use plastic straws. The study's scope must include, but is not limited to, gathering information pertaining to the data and conclusions on which the county, municipality, or special district used in adopting such ordinance or regulation. The Office of Program Policy Analysis and Government Accountability shall submit a report of its findings to the President of the Senate and the Speaker of the House of Representatives no later than December 1, 2019.
I will defer to your legal counsel but based on the Floor debate, and amendments that failed to grandfather in existing local ordinances, I understand the legislation does preempt all existing plastic straw bans currently in place.
If approved by the Governor, this will be effective on July 1, 2019.

Scooters (Passed)
This legislation addresses the growing use of motorized scooters in urban areas. HB 453 relating to Micromobility Devices and Motorized Scooters by Rep. Toledo (R, Tampa) and Sen. Brandes (R, St. Petersburg) is not a preemption but instead provides the parameters for how local governments can regulate and license the operators if they want.

The legislation clearly states:
"However, this section may not be construed to prevent a local government, through the exercise of its powers under s.316.008, from adopting an ordinance governing the operation of micromobility devices and motorized scooters on streets, highways, sidewalks, and sidewalk areas under the local government's jurisdiction."
It unanimously passed the House and had only 1 dissenting vote in the Senate. If approved by the Governor, it's effective immediately.

Tree Trimming (Passed)
HB 1159 relating to Private Property Rights by Rep. LaRosa (R, Saint Cloud) and Sen. Albritton (R, Wauchula) is a bill with a broad title but narrow contents. The six-page bill basically contains a preemption of local regulation of tree trimming in specific situations. It states:

(1) A local government may not require a notice, application, approval, permit, fee, or mitigation for the pruning, trimming, or removal of a tree on residential property if the property owner obtains documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect that the tree presents a danger to persons or property.

If approved by the Governor, it is effective on July 1, 2019.

Permit Fees (Passed)
SB 142 by Sen. Perry (R, Gainesville) and HB 127 by Rep. Williamson (R, Pace) relating to Permit Fees are similar bills that address the posting and changing of permit fees in a local government. Similar bills were heard last year, and never passed. These newer bills are slightly less specific, removing language requiring the local government to post a link to permit and inspection fee schedules, and removing a subsection requiring costs related to fire inspections. The bill states:
(c) The governing body of a local government authorized under this section, s. 166.222, or s. 553.80 to issue fees shall post its permit and inspection fee schedules on its website.
The bills also require a local government, before making any adjustments to a fee schedule, to conduct and post a report that includes:

1. Direct and indirect costs incurred by the local government to implement the Florida Building Code, including costs related to:
    a. The review of building plans
    b. Building inspections
    c. Building reinspections
    d. Building permit processing
    e. Building code enforcement

2. Number of building permits requested
3. Number of building permits issued
4. Number of building inspections and reinspections conducted
5. Number of personnel employed by the local government to implement the Florida Building Code, issue building permits, and conduct inspections.
6. Salary and related employee benefit costs incurred by the local government to implement the Florida Building Code, issue building permits, and conduct inspections.
7. Revenue derived from fees pursuant to paragraph (a)
8. Revenue derived from fines pursuant to paragraph (a)
9. When applicable, investment earnings derived from the local government's investment of revenue derived from fees and fines pursuant to s.112 533.80(7)
10. Balances carried forward by the local government pursuant to s. 553.80(7)
11. Balances refunded by the local government pursuant to s. 553.80(7)

If approved by the Governor, the bill is effective July 1, 2019

Tax Implementation (Passed)
Legislation relating to referendums on local discretionary sales surtaxes have been around for a few years and this year it finally passed. HB5 relating to Ballot Measures by Brandes (R, St. Petersburg) and DiCeglie (R, Largo) requires a referenda to authorize discretionary sales surtax be held on a General Election Date.
If approved by the Governor, it's effective immediately.

Growth Management (Passed)
As usual, there were several growth management bills filed this Session. Most didn't pass but one did that many feel will have a significant impact on local Governments.
HB 7103 by Rep. Fischer (R, Jacksonville) and Sen. Lee, (R, Brandon) is a 43-page bill that covers several areas and I'm sure your staff are already aware of its contents. This is one of those bills that a paragraph or two are not enough to summarize it completely so please have your staff look at the complete bill. In short, the bill does the following:

- Prohibits local governments from imposing certain requirements relating to affordable housing
- Provides minimum requirements for adopting impact fees
- Requires local government to credit against collection of impact fees contributions related to public education facilities;
- Requires local government to increase impact or mobility fee credits previously awarded
- Specifies the use of a summary procedure in development order cases
- Revises timeframe an owner or contractor must notify building officials of use of a private provider

- Revises the timeframe for approval or denial of permit applications;
- Authorizes a contractor to petition the court to enforce building code inspection service laws
- Limits the number of times a building official may audit a private provider.

If approved by the Governor, this bill is effective Date: July 1, 2019

Communication Services (aka 5G) (Passed)
This legislation was billed as the next step in the implementation of "5G" by the internet, cable, and telecommunication industries and it builds on legislation that passed a couple years ago. According to the Senate Staff analysis, SB 1000 by Sen. Hutson (R, Palm Coast) and Rep. Fischer (R, Jacksonville) makes the following changes:

- Creating a civil cause of action for any person aggrieved by a violation of the right-of-way statute.
- Prohibiting a local government from instituting, "either expressly or de facto, a moratorium or other mechanism that would prohibit or delay" permits for collocation of small wireless facilities or related poles.
- Deleting the authority for a local government to require performance bonds and security funds. Instead, the bill allows them to require a construction bond limited to no more than 18 months after the construction is completed.
- Requiring a local government to accept a letter of credit or similar instrument issued by any financial institution authorized to do business within the U.S.
- Allowing a provider of communications services to add a local government to any existing bond, insurance policy, or other financial instrument, and requiring the local government to accept such coverage.
- Providing that a wireless provider shall comply with objective and reasonable requirements if the local government has required all public utility lines in the right-of-way to be placed underground, with certain exceptions.
- Prohibiting a local government from requiring a permit applicant to provide inventories, maps, or locations of communication facilities in the rights-of-way, unless it is necessary to avoid interference with existing facilities.
- Allowing a local government to require, annually, a notarized statement from a pass-through provider identifying information on the provider's pass-through facilities.
- Providing additional requirements pertaining to a local government's permit registration and application process for communications services providers' use of public rights-of-way.

It also restricts municipal regulation of communications service providers and implementation of permit fees. Specifically,
337.401 Use of right-of-way for utilities subject to regulation; permit; fees.—
(c) A municipality or county that elected to impose permit fees on or before January 1, 2019, on providers of communications services pursuant to former paragraphs (c) or (j) of this

subsection, Florida Statutes 2018, may continue to impose such fees. However, a municipality or county that did not impose permit fees as of January 1, 2019, may not impose such fees.
If approved by the Governor, this bill is effective July 1, 2019.

Public Construction (Died)
Currently, local governments may withhold a certain percentage of compensation known as "retainage" from the general contractor to ensure the project is completed satisfactorily. SB 246 by Senator Hooper (R, Palm Harbor) and HB 101 by Representative Andrade (R, Pensacola) and co-sponsored by Representatives McClure (R, Plant City) and Sabatini (R, Clermont) sought to reduce the percentage a local government may withhold from progress payments.
The House bill passed by a vote of 104 to 10. The Senate bill, despite unanimously passing it's first 2 committees, failed to be heard in its final committee.

Firefighter Bill (Passed)
Legislation relating to cancer coverage for firefighters has been around for several years. This year, as a result of heavy advocacy by firefighters at the Capitol and related media attention, it finally passed.
SB 426 by Sen. Flores (R, Miami) & Rep. Willhite (D, Wellington) and many other co-Sponsors in both the House & Senate, passed unanimously in both chambers and was signed by the Governor on May 2. The bill provides compensation and benefits for firefighters who have been diagnosed with cancer and death benefits to a firefighter's beneficiary for firefighters who have passed away from cancer. Please review the legislation to know exactly how it might impact you.

Red Light Camera Repeal (Died)
Legislation to repeal red light cameras was filed in both Chambers again this year and, much like previous years, moved in the House but not the Senate.
SB 306 by Sen. Brandes (R, St. Petersburg) and HB 6003 by Rep. Sabatini (R, Clermont) preempted the Florida Department of Highway Safety and Motor Vehicles, counties and municipalities from installing and maintaining red light cameras effective July 1, 2022.
The Senate bill was withdrawn, and the House bill passed two of three committees before never being heard again.

Charter School Zoning Expansion (Died)
HB 7095 was related to School Choice but it contained the following language that would have expanded locations where charter schools could have expanded without local zoning control.

(c) Any facility, or portion thereof, used to house a charter school whose charter has been approved by the sponsor and the governing board, pursuant to subsection (7), shall be exempt from ad valorem taxes pursuant to s. 196.1983. Library, community service organization, museum, performing arts, theatre, cinema, church, house of worship, temple, Florida College System institution, college, and university facilities

may provide space or land to charter schools within their facilities, land on which facilities are located, or adjacent properties under their preexisting zoning and land use designations without obtaining a special exception, rezoning, or a land use change.

What's Next?
The 2020 Regular Session dates are "early" and convene on Tuesday, January 14, 2020 and conclude on March 13, 2020. I took a quick look at the calendar and, if my math is correct, we are 5 days past the end of the 2019 Session but only 250 days before the official start of the 2020 Session. And that doesn't even count the Committee weeks that will likely take place in September, October, November, & December.

It should also be noted, that unlike the start of the 2019 Session, when the legislators return to Tallahassee this Fall, their offices, their Committees, and their roles are unlikely to change. So not only will it start soon, but you can bet legislation will also move quicker than it did for this Session.

I look forward to working closely with you and the entire staff over the summer on your legislative goals for 2020!

###

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION: Presentation of the City's Comprehensive Annual Financial Report for FY 2018 by Scott Porter, Partner of Caler, Donten, Levine, Cohen, Porter & Veil.

EXPLANATION OF REQUEST:
The City's external auditing firm Caler, Donten, Levine, Cohen, Porter & Veil, P.A. have completed the City's Comprehensive Annual Financial Report, Compliance Reports and Management Letter for the Fiscal Year ended September 30, 2018.

Attached to this agenda are the final financial statements and reports.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Attachment	CAFR
🗋	Attachment	Governance Report

Comprehensive Annual Financial Report

America's Gateway to the Gulfstream

CITY OF BOYNTON BEACH, FLORIDA

FOR FISCAL YEAR ENDED
SEPTEMBER 30, 2018

CITY OF BOYNTON BEACH, FLORIDA
COMPREHENSIVE ANNUAL FINANCIAL REPORT

FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2018

Vision Statement

Our vision is to be a WELCOMING and PROGRESSIVE COASTAL COMMUNITY that CELEBRATES CULTURE, INNOVATION and BUSINESS DEVELOPMENT.

Mission Statement

The City of Boynton Beach is a VIBRANT and SUSTAINABLE COMMUNITY that PROVIDES EXCEPTIONAL SERVICES

Core Beliefs

We, the management team of the Boynton Beach City Government, commit to:
PERSONAL INTEGRITY AND HONESTY,
PRODUCTIVITY,
TEAMWORK,
RESPECT,
and SERVING OTHERS.

The Commission Initiatives

Redevelop Downtown
Building Wealth in the Community
Boynton Beach Branding
Transportation and Mobility

Prepared by Department of Financial Services

Mara Frederiksen
Director of Financial Services

CITY OF
BOYNTON BEACH

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CITY OF
BOYNTON BEACH

INTRODUCTORY SECTION

3301 Quantum Blvd. Suite 101 **Boynton Beach, Florida 33426**
Telephone: (561) 742-6310 Internet: www.boynton-beach.org

April 26, 2019

To the Honorable Mayor,
Members of the City Commission,
Citizens of Boynton Beach, Florida

The Financial Services Department is pleased to submit the Comprehensive Annual Financial Report (CAFR) of the City of Boynton Beach, Florida for the fiscal year ended September 30, 2018. The report fulfills the requirements set forth in Chapter 166.241 of the Florida Statutes and the Rules of the Auditor General, Chapter 10.550. In addition to meeting the legal requirements, the report continues to present the City's tradition of full financial disclosure as demonstrated by the informative financial analysis provided and the exhibits and statistical tables included herein.

Management assumes full responsibility for both the completeness and the reliability of the information contained in this report, based on a framework of internal controls established for this purpose. Because the cost of internal control should not exceed the anticipated benefit, the objective is to provide reasonable, rather than absolute assurance that the financial statements are free of any material misstatements. To the best of our knowledge and belief, the data is accurate in all material respects.

The City's independent auditor, Caler, Donten, Levine, Cohen, Porter & Veil, P.A., Certified Public Accountants, have issued an unmodified ("clean") opinion on the City of Boynton Beach's financial statements for the year ended September 30, 2018. The auditor's report is located at the front of the Financial Section of this report.

Management's Discussion and Analysis (MD&A) immediately follows the independent auditor's report and provides a narrative overview and analyses of the basic financial statements. MD&A complements this transmittal letter and we suggest reading it to obtain an introduction to the financial statements.

The CAFR contains four sections to facilitate understanding by the non-financially oriented user as well as to provide all necessary information for the most sophisticated financial observer.

The Introductory Section introduces the reader to the City and summarizes the financial story told in the financial statements, schedules, notes and statistical tables. This section includes this Transmittal letter, a list of principal officials, the City's Organizational Chart and a map of the City.

The Financial Section includes the Independent Auditor's Report of their opinion on the financial statements, Management's Discussion and Analysis, and the Basic Financial Statements that include the Notes to the Financial Statements. The Basic Financial Statements provide an overview of the City's financial position and results of operations. The remainder of this section presents Required Supplementary Information for pensions and other postemployment benefits, followed by the Combining and Individual Fund Statements that focus on each individual fund included in the Non-Major Governmental Funds, Non-Major Enterprise Funds, Internal Service Funds, and Pension Trust Funds.

The Statistical Section contains a number of tables and other data designed to provide historical financial trends, revenue capacity, debt capacity, demographic and economic information, and operating information over a ten-year period. These trends provide a historical perspective on the operations of the City.

The Compliance Section contains data required by the State of Florida. It includes the Independent Auditor's Report on Internal Control and Compliance, the Auditor's Management Letter and the City's response to the management letter and the Independent Auditor's Report on Investment Compliance.

The role of this Comprehensive Annual Financial Report is to assist the City in making service, financial and budgetary decisions to assist in providing accountability to the City Commission, citizen's, bondholders and management by:

- Comparing actual financial results with the legally adopted budget, where appropriate;
- Assessing financial condition and results of operations;
- Assisting in determining compliance with finance related laws, rules and regulations; and
- Assisting in evaluating the efficiency and effectiveness of City operations.

PROFILE OF THE CITY OF BOYNTON BEACH

Boynton Beach, Florida's Gateway to the Gulfstream, is a coastal city located in southern Palm Beach County. Major Nathan S. Boynton, a native of Michigan founded the City. In 1895, Major Boynton enlisted several workers from his native Michigan to move their families to Boynton Beach. With other settlers, the early years of our city were spent building a town, raising vegetables to supply their needs, as well as the guests of the new Boynton Beach Hotel. Boynton Beach is a year-round community that offers a full complement of recreational, entertainment, shopping and dining opportunities. Easily accessible by road, rail, sea and air, Boynton Beach is a city of neighborhoods with much to offer residents, visitors and businesses. Boynton Beach is the county's third largest city and is a great place to live, work, play and learn.

The City, incorporated in 1920, derives its governmental authority from a charter granted by the Legislature of the State of Florida. The City operates under a Commission/Manager form of government. Four Commissioners are elected by district for a three-year term. A Mayor is elected at large on a non-partisan basis for a three-year term. The City Commission appoints the City Manager who is the Chief Administrative Officer of the City and directs the business of the City and its various departments. The City Commission determines policy, adopts legislation, approves the City's budget, sets tax rates and fees and appoints the City Attorney and members of the various boards.

The City of Boynton provides a full range of municipal services. The public safety program includes police, fire protection and rescue services; the City's extensive recreation program includes beaches, a pool, golf course, library, tennis courts, neighborhood parks and boat ramps; the Municipal Services Department provides essential street and highway maintenance, sanitation and other technical assistance to the City; and the Utility Services Department provides water, sewer and stormwater services. The City's Development Department administers the City's Community Development Block Grant and the Section 8 Housing Assistance Grant as well as building inspection, planning & zoning and occupational license services. The City Hall in the Mall, located in the major shopping mall on the western borders, offers citizens the opportunity to pay utility bills and to sign up for recreational programs without traveling to City Hall.

The City Commission adopts a final budget for each fiscal year no later than the beginning of that fiscal year. The annual budget serves as the basis for the City's financial planning and control. The budget is prepared and approved by fund, function and department. Department heads may transfer appropriations within a department with the approval of the Financial Services Department. Transfers between departments require approval of the City Manager, and transfers between funds require approval of the City Commission.

ECONOMIC CONDITIONS AND OUTLOOK

Over the last few years, Boynton Beach, like many other US cities was adversely affected by the economic downturn, but is rebounding. The population has experienced progressive growth of nearly 13% since 2008, increasing our population from 66,872 in 2008 to 76,800 residents in 2018. The unemployment rate is at its lowest in 10 years, dropping from a considerable 11.7% in 2009 to 3.5% in 2018. Along with population growth and decreasing unemployment, the City has continued to fund public safety programs which have all resulted in a reduction of crime by 20% since 2008.

The City's residential and commercial tax base is growing and has generated a mix of development and redevelopment activities, indicating that the economic outlook for the future remains bright. The City continues to see an increase in taxable values, but has yet to return to its peak value of $6,131,757,196 in 2008, although the Palm Beach County Property Appraiser is forecasting higher taxable values going forward. Having maintained a stable millage rate over the last several years and with property values on the rise, the City anticipates receiving increased revenue from taxes for years to come.

The City Commission has also approved a number of projects during the last several years that will continue to increase the City's tax base. The most significant long-term initiative was the City Commission's approval on June 12, 2017, to move forward with Phase 1 of the Town Square Project. The Town Square project is a 16-acre economic development project located in the downtown area of Boynton Beach, just east of the I-95 Boynton Beach Boulevard exit. The boundaries of the Town Square Project are Boynton Beach Boulevard on the north, Seacrest Boulevard on the west, Southeast Second Avenue on the south and Southeast First Street on the east. The Town Square Project includes the renovation of the City's historic High School into a cultural center, construction of residential and retail spaces, a new hotel, public spaces, parking garage, fire station and a new city hall. The proposed budget to complete the total project is $94.5 million, divided into phases that will be completed over several years. Phase 1 of the project will cost $4.2 million and entails developing a master site plan, building plans, a financing structure and rehabilitation of the 60 year old Boynton Beach High School building. Phase I of the project is currently underway and the projected completion date is 2021. Completion of Phase I will increase the City's tax base, provide green space, and modernize and reuse the historic high school building. When complete, the Town Square Project will preserve, renovate and relocate civic infrastructure, provide long-term economic expansion of the City's downtown area and lower the City's infrastructure maintenance costs.

In conjunction with the Town Square Project, the City continues to see increases in development that add to the City's revenue base city-wide. The largest residential build, Cortina, included a seven-building complex with a combined 350 luxury units on the eastern side of Renaissance Commons Boulevard, between Old Boynton Road and East Gateway Boulevard. The project will be part of the 45-acre Boynton Village development that is slated to bring more than 1,000 condos, apartments and single-family homes to the City. Many new restaurants opened since 2017, including Troy's Bar-B-Que, Burgerfi, Lucille's Bad to the Bone BBQ, Hungry Howie's Pizza, Baciami Restaurant, and Carvel Ice Cream. During Fiscal Year 2017-18, the City saw growth in the commerce area as new businesses opened in the City and existing businesses expanded employment. A new Economic Development department was established in March of 2017 with a goal of increasing wealth in the community. All these projects are transforming Boynton Beach and positively affecting the City's economy.

MAJOR CITY INITIATIVES

Recent and continuing projects include the following:

- Boynton Beach Town Square Project.
- Continuing upgrades to our water and wastewater system.
- Boynton Beach Ion Exchange Resin Plant and East Water Treatment Upgrades.
- Model Block in the Heart of Boynton Neighborhood.
- The City was the first municipality in Palm Beach County to be recognized as an "Autism Friendly City" by Florida Atlantic University CARD (Center for Autism and Related Disabilities).
- The City is an active participant in "Green" initiatives including adding an all-electric vehicle to its fleet and installing solar-power trees through the assistance of Florida Power and Light (FPL).

ACKNOWLEDGEMENTS

The preparation and issuance of this report represents countless hours of work. I would like to thank the many individuals of the Financial Services Department who are responsible for maintaining the financial records upon which this report is based.

I also want to take this opportunity to thank the City Commission and senior management of Boynton Beach for the vital role you play in enabling the City to achieve and maintain this high degree of fiscal responsibility.

Respectfully submitted,

Mara Frederiksen

Mara Frederiksen
Director of Financial Services

Elected and Appointed City Officials

September 30, 2018

Elected Officials

Mayor
Steven B. Grant

District 1
Commissioner
Justin Katz

District 2
Commissioner
Mack McCray

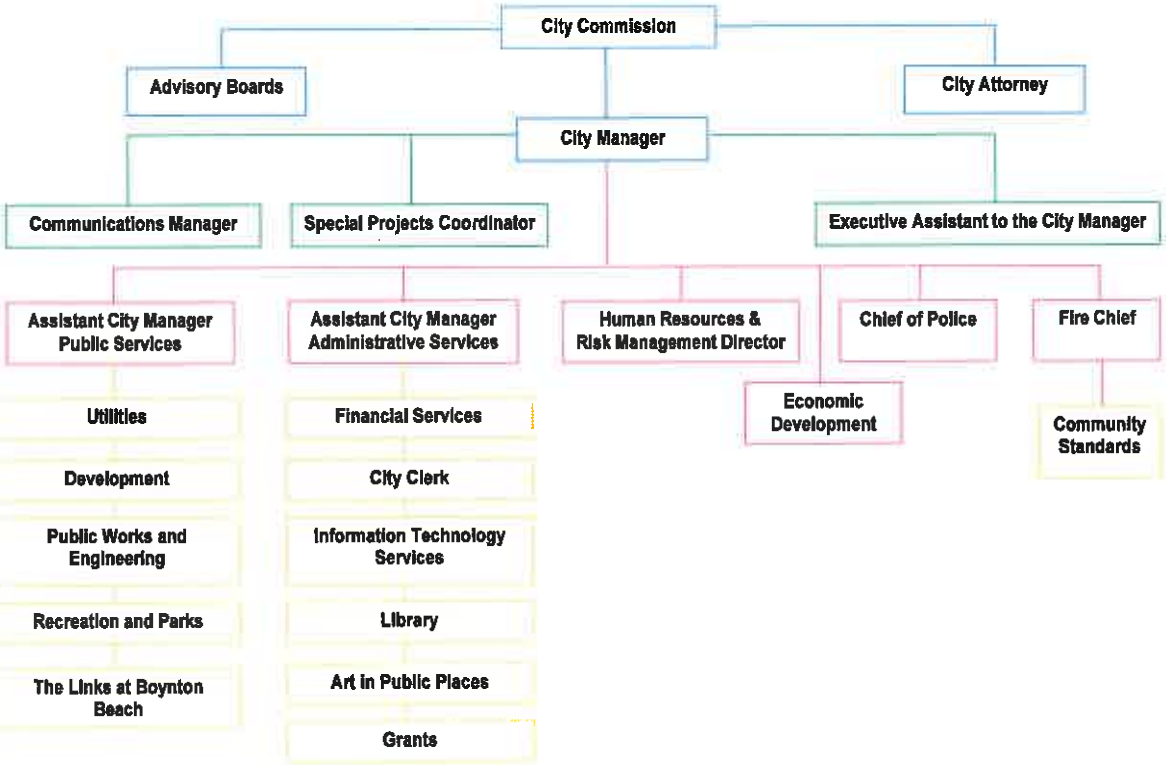
District 3
Vice-Mayor
Christina
Romelus

District 4
Commissioner
Joe Casello

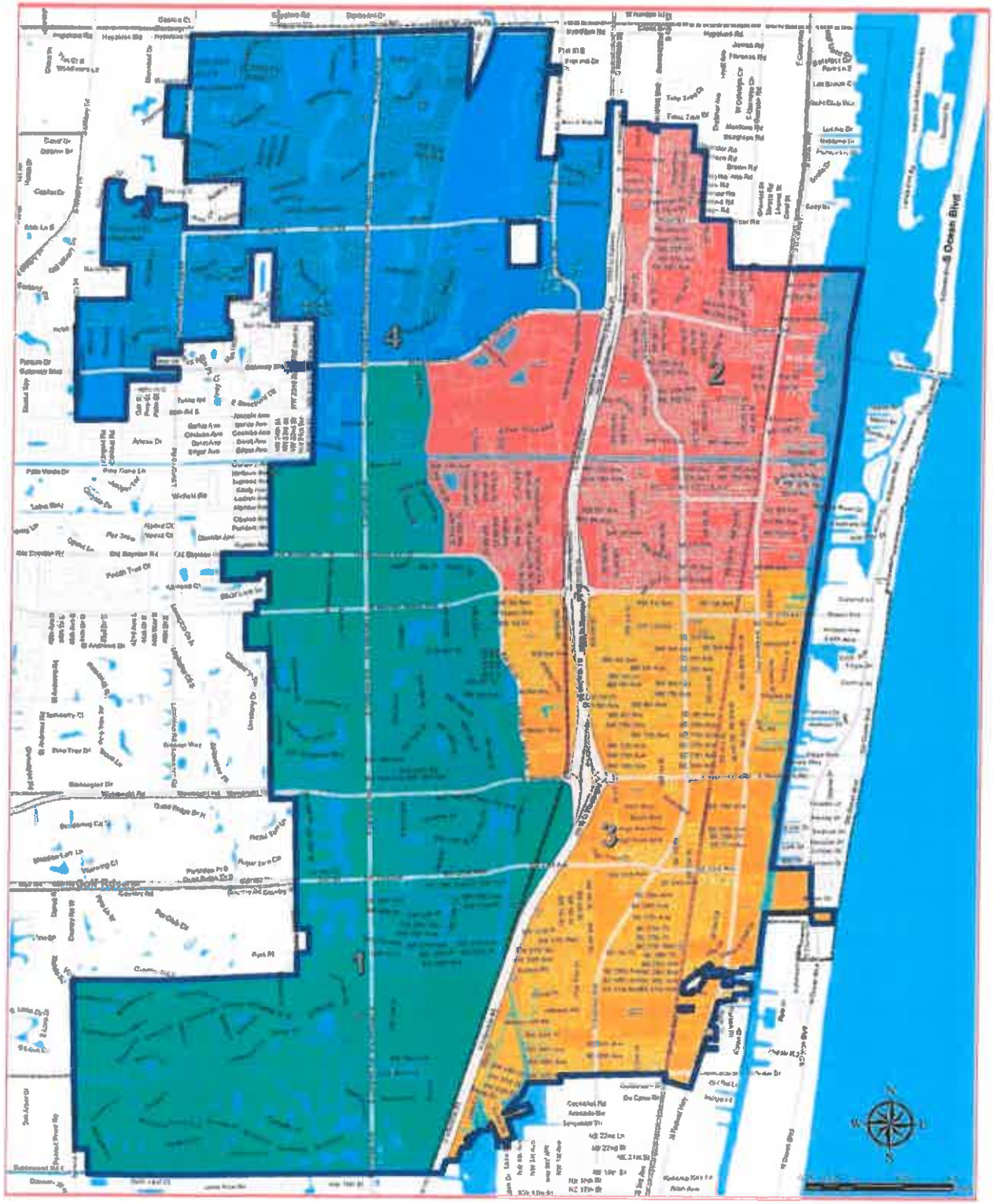
Appointed Officials

Lori LaVerriere	City Manager
James Cherof	City Attorney
Tim Howard	Assistant City Manager-Administrative Services
Colin Groff	Assistant City Manager-Public Services
Judy Pyle	City Clerk
Glenn Joseph	Fire Chief
Michael Gregory	Police Chief
Michael Rumpf	Director of Development
Andrew Mack	Director of Public Works
Joe Paterniti	Director of Utilities
Julie Oldbury	Director of Human Resources
Mara Frederiksen	Director of Financial Services

CITY ORGANIZATIONAL CHART



City of Boynton Beach Commission Districts



CITY OF
BOYNTON BEACH

FINANCIAL SECTION

CALER, DONTEN, LEVINE,
COHEN, PORTER & VEIL, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

WILLIAM K. CALER, JR., CPA
LAURA E. CLARK, CPA
LOUIS M. COHEN, CPA
JOHN C. COURTNEY, CPA, JD
DAVID S. DONTEN, CPA
JAMES B. HUTCHISON, CPA
JOEL H. LEVINE, CPA
JAMES F. MULLEN, IV, CPA
MICHAEL J. NALEZYTY, CPA
THOMAS A. PENCE, JR., CPA
SCOTT L. PORTER, CPA
MARK D. VEIL, CPA

505 SOUTH FLAGLER DRIVE, SUITE 900
WEST PALM BEACH, FL 33401-5948
TELEPHONE: (561) 832-9292

850 NW FEDERAL HIGHWAY, SUITE 121
STUART, FL 34994-1019
TELEPHONE: (772) 872-2123

info@cdlcpa.com

MEMBERS
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

Independent Auditor's Report

To the Honorable Mayor and
City Commission
City of Boynton Beach, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Boynton Beach, Florida, as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the Boynton Beach Community Redevelopment Agency ("CRA"), which includes the Boynton Beach CRA Special Revenue Fund, a major governmental fund, which represents 19%, 80%, and 12%, respectively, of the assets, net position, and revenues of the governmental activities of the City. We also did not audit the financial statements of the City of Boynton Beach General Employees' Pension Fund, the City of Boynton Beach Police Officers' Pension Fund, and the City of Boynton Beach Firefighters' Pension Fund, fiduciary funds of the City, which combined with the non-major governmental funds of the CRA, collectively represent 94%, 95%, and 71%, respectively, of the assets, fund balance/net position, and revenues/additions of the aggregate remaining fund information of the City. Those financial statements were audited by other auditors whose reports have been furnished to us, and our opinions, insofar as they relate to the amounts included for the CRA, General Employees' Pension Fund, Police Officers' Pension Fund, and Firefighters' Pension Fund, are based solely on the reports of the other auditors. We conducted our audit in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. The financial statements of the Police Officers' Pension Fund and Firefighters' Pension Fund, which were audited by other auditors, were not audited in accordance with *Government Auditing Standards*.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based on our audit and the reports of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Boynton Beach, Florida, as of September 30, 2018, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with U.S. generally accepted accounting principles and the respective budgetary comparison for the General Fund and the Boynton Beach CRA Special Revenue Fund.

Accounting Change

As discussed in Note 1.W. to the financial statements, the City adopted the recognition and disclosure requirements of Governmental Accounting Standards Board Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, during the year ended September 30, 2018. The respective net position of the governmental activities, business-type activities and proprietary funds at October 1, 2017, has been restated for this change in accounting. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

U.S. generally accepted accounting principles require that *management's discussion and analysis* on pages II-4 through II-13 and the pension information and other postemployment benefits information on pages II-78 through II-84, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We and other auditors have applied certain limited procedures to the required supplementary information in accordance with U.S. generally accepted auditing standards, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Boynton Beach, Florida's, basic financial statements. The introductory section, combining and individual fund financial statements, and the statistical section listed in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards by us and other auditors. In our opinion, based on our audit, the procedures performed as described above, and the reports of the other auditors, the combining and individual fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory section and statistical section have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

We also have previously audited, in accordance with U.S. generally accepted auditing standards, the basic financial statements of the City of Boynton Beach, Florida, for the year ended September 30, 2017, which are not presented with the accompanying financial statements. In our report dated July 31, 2018, we expressed unmodified opinions on the respective financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information. That audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Boynton Beach, Florida's basic financial statements as a whole. The 2017 individual major and nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the 2018 basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the 2017 basic financial statements. The 2017 financial statements of the Boynton Beach Community Redevelopment Agency, General Employees' Pension Fund, Police Officers' Pension Fund, and Firefighters' Pension Fund, were audited by other auditors and that information is based solely on the reports of the other auditors. The 2017 information has been subjected to the auditing procedures applied in the audit of the 2017 basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards by us and other auditors. In our opinion, based on our audit, the procedures performed as described above, and the reports of the other auditors, the 2017 individual major and nonmajor fund financial statements are fairly stated in all material respects in relation to the basic financial statements from which they have been derived.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 5, 2019, on our consideration of the internal control over financial reporting of the City of Boynton Beach, Florida, and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Boynton Beach, Florida's internal control over financial reporting and compliance.

Caler, Donten, Levine,
Cohen, Porter & Veil, P.A.

West Palm Beach, Florida
April 26, 2019

CITY OF
BOYNTON BEACH

MANAGEMENT'S DISCUSSION AND ANALYSIS

This discussion and analysis provides a narrative overview and introduction to the City's financial position and results of operations as of and for the fiscal year ended September 30, 2018 organized under the following topics:

- Financial highlights (Page II-4),
- Discussion of the basic financial statements (Pages II-4 to II-7),
- Government-wide overall financial analysis (Pages II-7 to II-10),
- Discussion of major funds (Pages II-11),
- Summary of General Fund budgetary results, (Pages II-12),
- Review of capital assets and debt administration (Pages II-12 to II-13), and
- Future budgetary outlook (Page II-13).

FINANCIAL HIGHLIGHTS

- The City's net position at September 30, 2018 totals $182,371,472 representing a $9,388,456 increase from the net position at September 30, 2017 (including the restatement for adoption of GASB Statement No. 75). For 2018, approximately 85% of the net position is attributable to business-type activities (primarily our Water and Sewer System). For 2017, approximately 90% of the net position was attributable to our business-type activities. The City's 2018 net position is summarized as follows:
  - $191,684,106 is the net investment in capital assets,
  - $12,113,540 is restricted for public safety, grant programs, debt service, capital projects and other purposes,
  - $21,426,174 is an unrestricted net deficit.
- The City's total fund balances (available financial resources) of all governmental funds at September 30, 2018 were $52,244,718 in comparison with $46,942,159 in the prior year. The 2018 fund balances of individual governmental fund types are:
  - $15,933,723 - General Fund
  - $10,113,532 - Special Revenue Funds (restricted, committed, assigned or unassigned for specific purposes)
  - $ 5,202,138 - Debt Service Funds (accumulated to repay principal and interest on outstanding debt)
  - $20,995,325 - Capital Project Funds (committed or assigned for capital improvements)
- The General Fund includes $8,324,107 committed for emergencies pursuant to a City Ordinance requiring 10% of the subsequent year's General Fund expenditures be set aside for emergencies. Other than $490,897 representing nonspendable prepaid items, the remaining $7,118,719 of unassigned fund balance of the General Fund is available (a) to mitigate future revenue shortfalls and unanticipated expenditures, (b) to stabilize tax rates, and (c) to provide for working capital to minimize short-term borrowing for operations.
- General Fund unassigned fund balance represents approximately 8.2% of total General Fund 2018 expenditures.

DISCUSSION OF THE BASIC FINANCIAL STATEMENTS

The City's basic financial statements comprise three components:

1. Government-Wide Financial Statements,
2. Fund Financial Statements, and
3. Notes to the Financial Statements.

Government-Wide Financial Statements - The government-wide financial statements provide readers with a broad overview of the City's finances for both its governmental activities and business-type activities. They include two financial statements:

- Statement of Net Position
- Statement of Activities

MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)

These statements consolidate all the City's governmental and proprietary funds similar to those of a private-sector business, but exclude pension funds held in trust for others since these funds cannot be used for the City's programs. The pension funds are included in the fund financial statements since the City is accountable for those resources.

The ***Statement of Net Position*** presents information on all of the City's assets owned and liabilities owed, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or weakening.

The ***Statement of Activities*** presents information showing how the City's net position changed during the most recent fiscal year. The City reports all changes in net position as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, some revenues and expenses reported in this statement will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish between functions of the City that are either:

- *Governmental Activities* – principally supported by taxes and intergovernmental (grant) revenues or,
- *Business-Type Activities* – intended to recover all or a major part of their costs through user fees and charges.

The governmental activities of the City include general government activities, public safety, physical environment, economic environment, and culture and recreational programs. The business-type activities of the City primarily include water and sewer, sanitation, and recreational (golf course) facilities.

Both government-wide financial statements include not only the City itself, but also a legally separate entity, the Boynton Beach Community Redevelopment Agency (the "CRA"), that is a *component unit* for which the City is financially accountable. The City reports the financial information for the CRA within the governmental funds and activities of the City. See Note 1 of the Notes to the Financial Statements for additional information on the CRA.

The government-wide financial statements can be found on pages II-14 through II-16 of this report.

Fund Financial Statements - A *fund* is a grouping of related accounts established to maintain control over resources segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

The City groups its funds into three categories:

- Governmental Funds
- Proprietary Funds, and
- Fiduciary (Pension) Funds.

Governmental Funds account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on:

- Near-term inflows and outflows of spendable financial resources.
- Balances of spendable financial resources available at the end of the fiscal year.

Such information may be useful in evaluating the City's near-term financing requirements. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)

The City maintains a number of individual governmental funds. Financial information is presented separately for each "major fund" of the City in a Balance Sheet and a Statement of Revenues, Expenditures, and Changes in Fund Balances. The City's major governmental funds are:

- General Fund
- Boynton Beach Community Redevelopment Agency (CRA) Special Revenue Fund

Financial information for the remaining "non-major" funds is combined into a single, aggregated presentation. Individual fund data for each of the non-major governmental funds is provided in the form of *combining statements* in the Other Information section of this report.

The City adopts an annual appropriated budget for certain governmental funds. A budgetary comparison statement has been provided for the General Fund, Boynton Beach CRA Special Revenue Fund and other budgeted funds to demonstrate compliance with the adopted budget.

The basic governmental fund financial statements can be found on pages II-17 through II-23 of this report.

Proprietary Funds include enterprise funds and internal service funds providing the same type of information as the government-wide financial statements, only in more detail.

Enterprise funds account for *business-type activities* that charge fees to customers for the use of specific goods or services. The basis of accounting of the financial statements is similar to the basis used to prepare the government-wide financial statements. The City uses enterprise funds to account for its water, wastewater and stormwater utility system, sanitation operations, and municipal golf course.

Internal service funds are an accounting device used to accumulate and allocate costs internally among the City's various functions that serve only City departments. The City uses internal service funds to account for its fleet of vehicles, its self-insurance activities, and its warehouse operations. Because these services predominantly benefit governmental rather than business-type functions, they have been included within the *governmental activities* in the government-wide financial statements.

The proprietary fund financial statements provide separate information for the water, wastewater and stormwater utility system and for the sanitation operations, both of which are considered to be major funds of the City, and the one non-major enterprise fund. Conversely, the three internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the internal service funds are provided in the form of *combining statements* in the Other Information section of this report.

The City's proprietary fund financial statements can be found on pages II-24 through II-29 of this report.

Fiduciary Funds account for resources held for the benefit of parties outside the City that represent separate pension plans for general employees, police officers and firefighters. The City does not include fiduciary funds in the government-wide financial statements because the resources of those funds are not available to support the City's own programs. Instead they are held for the benefit of employees upon retirement. The accounting used for fiduciary funds is much like that used for proprietary funds.

The City's fiduciary fund financial statements can be found on pages II-30 and II-31.

Notes to the Financial Statements - The notes provide additional information and disclosure that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

The notes to the financial statements can be found on pages II-32 through II-77 of this report.

MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)

Other Information - In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* (RSI) concerning the City's progress in funding its obligation to provide pension benefits and other postemployment benefits to its employees. Required supplementary information related to these benefits can be found on pages II-78 to II-84 of this report.

This report also contains other supplementary information immediately following the RSI, which includes the combining and individual fund financial statements beginning on page II-85.

GOVERNMENT-WIDE OVERALL FINANCIAL ANALYSIS

Net Position - As noted previously, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows exceeded liabilities and deferred inflows by $182,371,472 at the close of the most recent fiscal year.

Net Position
(Amounts in Thousands)

	Governmental Activities		Business-Type Activities		Total	
	2018	2017	2018	2017	2018	2017
Current and other assets	$ 91,950	$ 81,781	$ 84,840	$ 71,441	$ 176,790	$ 153,222
Capital assets	88,457	90,604	181,606	185,664	270,063	276,268
Total assets	180,407	172,385	266,446	257,105	446,853	429,490
Deferred outflows of resources	20,230	21,638	3,314	4,368	23,544	26,006
Long-term liabilities outstanding	148,915	150,943	102,090	94,474	251,005	245,417
Other liabilities	9,808	8,071	8,617	6,879	18,425	14,950
Total liabilities	158,723	159,014	110,707	101,353	269,430	260,367
Deferred inflows of resources	14,555	17,568	4,041	4,578	18,596	22,146
Net position:						
Net investment in capital assets	52,390	51,655	139,294	137,638	191,684	189,293
Restricted	9,814	6,210	2,299	2,213	12,113	8,423
Unrestricted (deficit)	(34,845)	(40,424)	13,419	15,691	(21,426)	(24,733)
Total net position	$ 27,359	$ 17,441	$ 155,012	$ 155,542	$ 182,371	$ 172,983

A significant portion of the City's net position ($191,684) reflects its investment in capital assets (e.g., land, buildings, and equipment), less any debt related to those assets that is still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the City's net position ($12,113 or 6.6%) represents resources that are subject to external restrictions on how they may be used. The remaining balance is an unrestricted net deficit of $21,426 or 11.7%.

At the end of the current fiscal year, the City reported positive balances in total net position, both for the government as a whole, as well as for its separate governmental and business-type activities. The deficit in unrestricted net position of the governmental activities resulted from the adoption of GASB Statement No. 68 to record the net pension liabilities.

MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)

Change in Net Position. Total net position increased in fiscal year 2018 by $9,388,456 (net of the restatement for adoption of GASB Statement No. 75 of $1,422,213) with governmental activities increasing the City's net position by $9,918,341 and business-type activities decreasing the City's net position by $529,885. Key elements of these changes are summarized as follows:

Change in Net Position
(Amounts in Thousands)

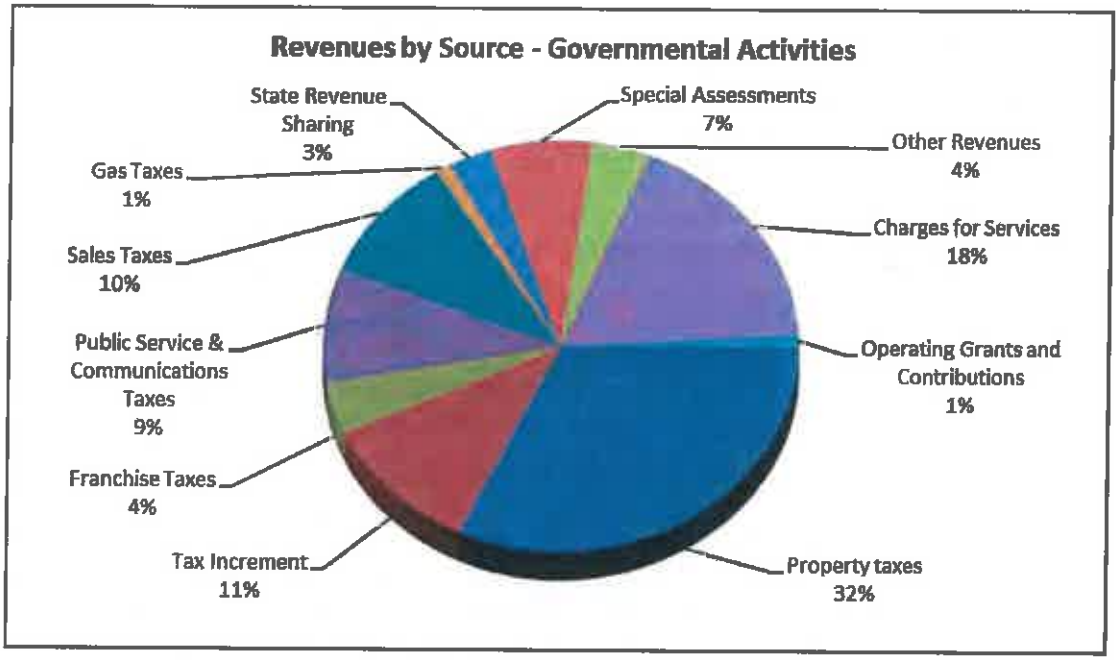
	Governmental Activities		Business-Type Activities		Total	
	2018	2017	2018	2017	2018	2017
Revenues:						
Program revenues:						
Charges for services	$ 19,568	$ 16,488	$ 59,879	$ 59,196	$ 77,230	$ 75,684
Operating grants and contributions	1,454	4,462	-	-	1,454	4,462
Capital grants and contributions	95	4	2,139	216	2,234	220
General revenues:						
Property taxes	33,820	31,705	-	-	33,820	31,705
Property tax increment	11,776	10,579	-	-	11,776	10,579
Franchise taxes	4,716	4,785	-	-	4,716	4,785
Communications & public service taxes	10,060	10,134	-	-	10,060	10,134
Sales taxes	11,163	5,738	-	-	11,163	5,738
Gas taxes	1,402	1,369	-	-	1,402	1,369
State revenue sharing	2,939	2,639	-	-	2,939	2,639
Special assessments	6,859	5,693	-	-	6,859	5,693
Investment income	492	309	54	315	546	624
Other revenues	3,525	2,022	99	40	3,624	2,062
Total revenues	107,869	95,927	62,171	59,767	170,040	155,694
Expenses:						
General government	21,535	17,249	-	-	21,535	17,249
Public safety	61,127	59,270	-	-	61,127	59,270
Physical environment	2,189	2,184	-	-	2,189	2,184
Economic environment	11,450	4,040	-	-	11,450	4,040
Culture and recreation	10,900	10,787	-	-	10,900	10,787
Interest on long-term debt	1,123	1,149	-	-	1,123	1,149
Water and sewer	-	-	39,449	38,301	39,449	38,301
Sanitation	-	-	9,893	10,067	9,893	10,067
Golf course	-	-	1,564	1,535	1,564	1,535
Total expenses	108,324	94,679	50,906	49,903	159,230	144,582
Change in net position before transfers	(455)	1,248	11,265	9,864	10,810	11,112
Transfers	9,741	9,608	(9,741)	(9,608)	-	-
Change in net position	9,286	10,856	1,524	256	10,810	11,112
Net position - beginning of year	17,441	6,585	155,542	155,286	172,983	161,871
Restatement for implementation of GASB Statement No. 75	632	-	(2,054)	-	(1,422)	-
Net position – beginning of year, as restated	18,073	6,585	153,488	155,286	171,561	161,871
Net position - end of year	$ 27,359	$ 17,441	$ 155,012	$ 155,542	$ 182,371	$ 172,983

- Tax increment revenues received from both the City and the County have been included as a result of the Community Redevelopment Agency being a blended component unit of the City; all of its financial information is reported within governmental activities.
- Increases in water and sewer charges for services account for a major portion of the increase in net position before transfers to governmental activities.

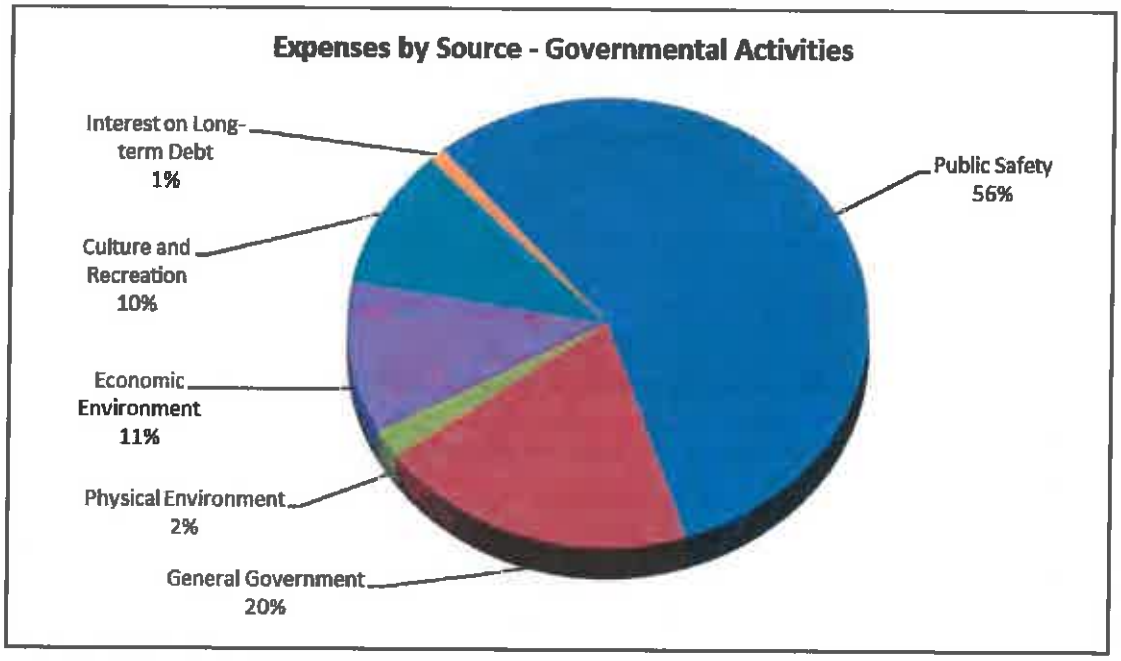
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)

Governmental Activities

Taxes continue as the major revenue source for the City's governmental activities representing 67% of revenues in FY 2017-2018, compared to 67% in FY 2016-2017.



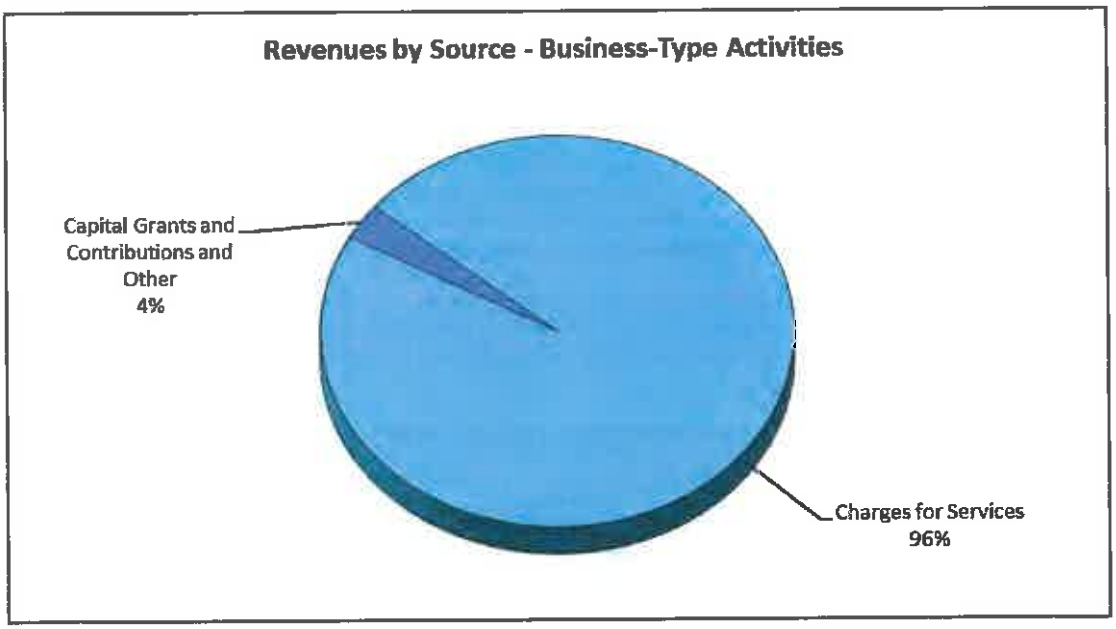
Public safety (Police, Fire, and 911 Communications) expenses aggregate 56% of total expenses of governmental activities in FY 2017-2018 compared to 63% in FY 2016-2017.



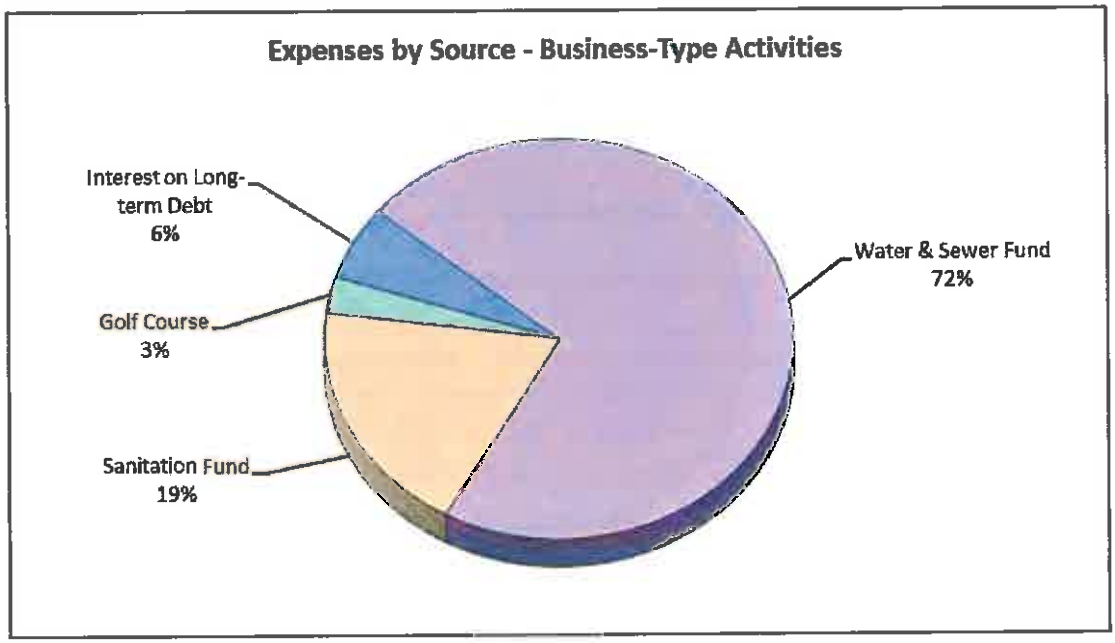
MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)

Business–Type Activities

Charges for services represent 96% of all revenues in FY 2017-2018 and FY 2016-2017. The charges include those for water, wastewater, stormwater, sanitation and golf course revenues.



The Water and Sewer Fund expenses (excluding interest on long-term debt) accounted for 72% of the expenses of the City's business-type activities in FY 2017-2018 compared to 74% in FY 2016-2017. The Sanitation Fund accounted for 19% of the expenses in FY 2017-2018 compared to 20% in FY 2016-2017. The Golf Course Fund remained unchanged at 3% and interest on long-term debt increased from 3% in FY 2016-2017 to 6% in FY 2017-2018.



MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)

DISCUSSION OF MAJOR FUNDS

The City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. According to U.S. generally accepted accounting principles (GAAP), the City identifies and separately reports certain major governmental funds and major proprietary funds. The following paragraphs discuss the financial highlights of these selected major funds.

Governmental Funds - The City's major governmental funds discussed are:

- General Fund
- Boynton Beach Community Redevelopment Agency (CRA) Special Revenue Fund

The City's *governmental funds* focus on providing information on near-term inflows, outflows, and balances of *spendable* resources. Such information is useful in assessing the City's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

- The ***General Fund*** is the primary operating fund accounting for all unrestricted operating expenditures of the City. Revenues plus transfers from other funds and issuance of installment notes aggregated $88.6 million while expenditures plus net transfers to other funds totaled $89.0 million resulting in a $400,000 decrease in fund balance for the year. The ending fund balance of $15.9 million includes $8.3 million committed by City Ordinance for emergencies and $490,897 for prepaid items that is nonspendable. The remaining $7.1 million, representing approximately 8.2% of annual General Fund expenditures, is unassigned and available (a) to mitigate future revenue shortfalls and unanticipated expenditures, (b) to stabilize tax rates, and (c) to provide for working capital to minimize short-term borrowing for operations.

  General Fund comparative financial statements for 2018 and 2017 are on pages II-88 to II-89.

- The Boynton Beach CRA Special Revenue Fund accounts for all of the CRA's general operations. Major revenues for the year included property tax increment revenue of $11.8 million and charges for services of $1.3 million. Expenditures included $3.2 million for general government operations, and transfers to other governmental funds of $11.8 million for redevelopment projects. At the end of 2018, $2.4 million of fund balance was committed or assigned for future economic development, primarily redevelopment projects, or was nonspendable.

  The CRA Special Revenue Fund comparative financial statements for 2018 and 2017 are on pages II-90 to II-91.

Proprietary Funds - The City's major proprietary funds are:

- Water and Sewer Fund
- Sanitation Fund

The City's major proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail. Unrestricted net position (deficit) of the City's major proprietary funds at September 30, 2018 is summarized as follows:

$45,128,338 – Water and Sewer Fund
$(3,509,621) – Sanitation Fund

The above total unrestricted net position (deficit) compares to $45,984,617 for the Water and Sewer Fund and $(4,310,905) deficit for the Sanitation Fund at the end of 2017. Other factors concerning the finances of these funds have already been addressed in the discussion of the City's business-type activities.

Water and Sewer Fund comparative financial statements for 2018 and 2017 are on pages II-96 to II-98 and Sanitation Fund comparative financial statements for 2018 and 2017 are on pages II-99 to II-101.

MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)

SUMMARY OF GENERAL FUND BUDGETARY RESULTS

The original General Fund budget appropriation for expenditures and transfers to other funds approved for FY 2017-2018 was $83,241,077. There was a mid-year budget amendment to expenditures and transfers resulting in a final appropriation for FY 2017-2018 of $87,487,222. Total expenditures alone of $84,929,647 for the year were $140,589 less than the final appropriation for expenditures. Departmental budget details are reflected on pages II-21 to II-22.

The original General Fund budgeted revenues of $68,173,227 were increased by $4,246,145 to $72,419,372 for FY 2017-2018, Actual revenues were less than the final budget by $1,227,864 for FY 2017-2018.

REVIEW OF CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets - The City's investment in capital assets (including intangible assets) for its governmental and business-type activities as of September 30, 2018, totals $270,063,092 (net of accumulated depreciation). This investment in capital assets includes land, buildings, improvements, equipment, park facilities, streets, utility lines and wells and intangible assets. The total net increase in the City's investment in capital assets for the current fiscal year was approximately $3.1 million or 1.2% (a 3.3% decrease for governmental activities and a 3.5% increase for business-type activities). Capital assets are summarized as follows:

Capital Assets - Net of Accumulated Depreciation
(Amounts in Thousands)

	Governmental Activities		Business-Type Activities		Total	
	2018	2017	2018	2017	2018	2017
Land	$ 33,071	$ 37,624	$ 5,132	$ 5,132	$ 38,203	$ 42,756
Construction in progress	1,765	678	12,833	7,839	14,598	8,517
Intangible assets	-	-	2,910	2,910	2,910	2,910
Building and improvements	36,752	37,409	57,851	62,367	94,603	99,776
Equipment and vehicles	13,705	11,278	4,412	1,467	18,117	12,745
Utility lines and wells	-	-	98,468	105,949	98,468	105,949
Infrastructure	3,164	3,615	-	-	3,164	3,615
Total	$ 88,457	$ 90,604	$ 181,606	$ 185,664	$ 270,063	$ 276,268

Additional information on the City's capital assets can be found in Note 3. F. beginning on page II-54.

Long-Term Liabilities - At the end of the current fiscal year, the City had total outstanding long-term debt (revenue bonds and installment agreements) of $123,776,523, excluding net unamortized bond premium, as summarized below:

Long-Term Liabilities
(Amounts in Thousands)

	Governmental Activities		Business-Type Activities		Total	
	2018	2017	2018	2017	2018	2017
Revenue bonds	$ 35,339	$ 38,949	$ 87,710	$ 80,070	$ 123,049	$ 119,019
Installment notes	728	-	-	-	728	-
Total	$ 36,067	$ 38,949	$ 87,710	$ 80,070	$ 123,777	$ 119,019

The revenue bonds are secured solely by specified revenue sources and the installment agreements are secured by equipment. The City's long-term debt increased by approximately $4.8 million, or 4% during the current year.

Additional information on the City's long-term liabilities can be found in Note 3.I. beginning on page II-56.

MANAGEMENT'S DISCUSSION AND ANALYSIS (Continued)

FUTURE BUDGETARY OUTLOOK

The City considered the following economic factors in developing the 2018/2019 fiscal year budget.

- Housing prices are continuing to increase in the City and surrounding areas and the increase in property values is expected to continue for the coming fiscal year.
- The City is continuing to see an increase in permit issuance related to new construction and remodeling.
- Taxable values are expected to increase for fiscal year 2018/2019 and then start to level off thereafter.
- Interest rates are expected to remain favorable, enabling the issuance of Utility Revenue Bonds for capital projects.
- Adoption of a General Fund budget for the 2018/2019 fiscal year of $91.1 million, which was an increase of $3.6 million or 4.2% from the final 2017/2018 budget.

Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions or requests for additional information should be addressed to: Director of Financial Services, 3301 Quantum Boulevard, Suite 101, Boynton Beach, FL 33435, (561) 742-6310.

Mara Frederiksen

Mara Frederiksen
Director of Financial Services

Basic Financial Statements

CITY OF
BOYNTON BEACH

Statement of Net Position
September 30, 2018

	Governmental Activities	Business-type Activities	Total
ASSETS			
Pooled cash and investments	$ 55,273,062	$ 26,246,058	$ 81,519,120
Receivables, net	4,387,206	6,377,153	10,764,359
Due from other governments	1,545,346	5,907	1,551,253
Internal balances	29,159,582	(29,159,582)	-
Prepaid expenses	703,746	85,533	789,279
Inventories	880,588	-	880,588
Investment in joint venture	-	18,810,713	18,810,713
Restricted assets - pooled cash and investments	-	62,434,995	62,434,995
Restricted assets - accounts receivable	-	38,722	38,722
Intangible assets	-	2,910,000	2,910,000
Capital assets not being depreciated	34,836,086	17,965,435	52,801,521
Capital assets net of accumulated depreciation	53,620,866	160,730,705	214,351,571
Total assets	180,406,482	266,445,639	446,852,121
DEFERRED OUTFLOWS OF RESOURCES			
Deferred charges on debt refundings	1,758,036	736,521	2,494,557
Deferred amounts related to pensions	18,472,040	2,577,676	21,049,716
	20,230,076	3,314,197	23,544,273
LIABILITIES			
Accounts payable and accrued liabilities	6,851,361	3,001,986	9,853,347
Accrued interest payable	161,606	1,427,000	1,588,606
Unearned revenue	2,044,881	29,651	2,074,532
Refundable deposits	597,479	115,122	712,601
Customer deposits	-	1,480,484	1,480,484
Other payables	-	2,507,065	2,507,065
Due to other governments	152,311	55,743	208,054
Noncurrent liabilities:			
Due within one year:			
Bonds and notes payable	3,811,118	3,605,000	7,416,118
Compensated absences	889,687	217,766	1,107,453
Provision for insurance losses	1,777,545	-	1,777,545
Due in more than one year:			
Bonds and notes payable	32,255,405	87,005,047	119,260,452
Compensated absences	5,954,061	1,457,350	7,411,411
Other postemployment benefits	5,358,065	3,610,907	8,968,972
Provision for insurance losses	3,077,150	-	3,077,150
Net pension liability	95,791,649	6,194,046	101,985,695
Total liabilities	158,722,318	110,707,167	269,429,485
DEFERRED INFLOWS OF RESOURCES			
Deferred amount related to other postemployment benefits	168,651	113,659	282,310
Deferred amounts related to pensions	14,386,285	3,926,842	18,313,127
	14,554,936	4,040,501	18,595,437
NET POSITION			
Net investment in capital assets	52,390,429	139,293,677	191,684,106
Restricted for:			
Public safety	293,168	-	293,168
Grant programs	1,307,599	-	1,307,599
Debt service	91,183	2,299,384	2,390,567
Capital projects	7,564,049	-	7,564,049
Other purposes	558,157	-	558,157
Unrestricted (deficit)	(34,845,281)	13,419,107	(21,426,174)
Total net position	$ 27,359,304	$ 155,012,168	$ 182,371,472

The notes to the financial statements are an integral part of this statement.

Statement of Activities
For the Year Ended September 30, 2018

Functions/Programs	Expenses	Program Revenues: Charges for Services, Fees, Fines and Forfeitures	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary government:				
Governmental activities:				
General government	$ 21,534,502	$ 10,313,177	$ 211,528	$ -
Public safety	61,127,252	7,915,513	92,854	22,997
Physical environment	2,188,823	158,158	-	-
Economic environment	11,450,205	5,247	935,697	-
Culture and recreation	10,900,242	1,176,531	213,693	72,331
Interest on long-term debt	1,122,852	-	-	-
Total governmental activities	108,323,876	19,568,626	1,453,772	95,328
Business-type activities:				
Water and sewer	39,448,905	46,397,059	-	2,138,466
Sanitation	9,893,397	11,911,986	-	-
Golf course	1,563,671	1,569,682	-	-
Total business-type activities	50,905,973	59,878,727	-	2,138,466
Total primary government	$ 159,229,849	$ 79,447,353	$ 1,453,772	$ 2,233,794
General Revenues:				
Property taxes				
Tax increment				
Franchise taxes				
Public service taxes				
Communications services tax				
Sales taxes				
Gas taxes				
State revenue sharing not restricted to specific programs				
Special assessments				
Investment earnings				
Gain on disposal of capital assets				
Other				
Transfers				
Total general revenues and transfers				
Change in net position				
Net position - beginning of year, as originally reported				
Restatement for implementation of GASB Statement 75				
Net position - beginning of year, as restated				
Net position - end of year				

Net (Expense) Revenue and Change in Net Position		
Governmental Activities	Business-type Activities	Total
$ (11,009,797)	$ -	$ (11,009,797)
(53,095,888)	-	(53,095,888)
(2,030,665)	-	(2,030,665)
(10,509,261)	-	(10,509,261)
(9,437,687)	-	(9,437,687)
(1,122,852)	-	(1,122,852)
(87,206,150)	-	(87,206,150)
-	9,086,620	9,086,620
-	2,018,589	2,018,589
-	6,011	6,011
-	11,111,220	11,111,220
(87,206,150)	11,111,220	(76,094,930)
33,819,753	-	33,819,753
11,776,329	-	11,776,329
4,715,685	-	4,715,685
7,735,274	-	7,735,274
2,325,012	-	2,325,012
11,162,782	-	11,162,782
1,401,786	-	1,401,786
2,938,720	-	2,938,720
6,859,492	-	6,859,492
491,696	54,395	546,091
-	1,960	1,960
3,525,293	97,422	3,622,715
9,740,787	(9,740,787)	-
96,492,609	(9,587,010)	86,905,599
9,286,459	1,524,210	10,810,669
17,440,963	155,542,053	172,983,016
631,882	(2,054,095)	(1,422,213)
18,072,845	153,487,958	171,560,803
$ 27,359,304	$ 155,012,168	$ 182,371,472

The notes to the financial statements are an integral part of this statement.

Governmental Funds
Balance Sheet
September 30, 2018

	General Fund	Boynton Beach CRA Special Revenue Fund	Other Non-Major Governmental Funds	Total Governmental Funds
ASSETS				
Pooled cash and investments	$ 15,861,861	$ 2,368,299	$ 32,765,902	$ 50,996,062
Receivables, net	3,664,130	7,128	715,948	4,387,206
Due from other governments	618,702	-	926,644	1,545,346
Due from other funds	3,405,698	-	2,000,000	5,405,698
Prepaid items	490,897	145,036	56,433	692,366
Total assets	$ 24,041,288	$ 2,520,463	$ 36,464,927	$ 63,026,678
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE				
Liabilities:				
Accounts payable	$ 2,297,672	$ 104,846	$ 1,324,211	$ 3,726,729
Accrued liabilities	2,008,114	-	28,018	2,036,132
Due to other funds	2,000,000	-	224,428	2,224,428
Due to other governments	-	-	152,311	152,311
Refundable deposits	514,786	13,315	69,378	597,479
Total liabilities	6,820,572	118,161	1,798,346	8,737,079
Deferred inflows of resources:				
Unavailable revenue	1,286,993	-	757,888	2,044,881
Fund balance:				
Nonspendable				
Prepaid items	490,897	145,036	56,433	692,366
Restricted for:				
Public safety	-	-	293,168	293,168
Grant programs	-	-	1,307,599	1,307,599
Debt service	-	-	91,183	91,183
Capital projects	-	-	7,564,049	7,564,049
Other purposes	-	-	558,157	558,157
Committed for:				
Emergency purposes	8,324,107	-	-	8,324,107
Economic development	-	658,307	-	658,307
Debt service	-	-	-	-
Capital projects	-	-	5,777,612	5,777,612
Assigned to:				
Economic development	-	1,598,959	-	1,598,959
Debt service	-	-	5,110,955	5,110,955
Public safety	-	-	1,346,197	1,346,197
Culture and recreation	-	-	529,558	529,558
Cemetery maintenance	-	-	3,272,915	3,272,915
Capital projects	-	-	8,220,118	8,220,118
Unassigned (deficit)	7,118,719	-	(219,251)	6,899,468
Total fund balance	15,933,723	2,402,302	33,908,693	52,244,718
Total liabilities, deferred inflows of resources and fund balance	$ 24,041,288	$ 2,520,463	$ 36,464,927	$ 63,026,678

The notes to the financial statements are an integral part of this statement.

Reconciliation of the Fund Balance of Governmental Funds to the Statement of Net Position of Governmental Activities September 30, 2018

Fund balance reported in the Balance Sheet of total governmental funds.	$ 52,244,718
Amounts reported as fund balance in the governmental funds Balance Sheet (above) are different from the total net position for governmental activities in the Statement of Net Assets (below) because of a different measurement focus and basis of accounting between the two statements resulting in the following increases and decreases.	
Increases:	
Capital assets are not financial resources. Therefore, they are not reported in the Balance Sheet of governmental funds. However, they are reported in the Statement of Net Position of governmental activities.	79,210,582
The City uses internal service funds to charge the costs of fleet management, risk management, and warehouse services to individual governmental and enterprise funds. The majority of these costs are charged to governmental funds. Therefore, the total net position of internal service funds are included with governmental activities in the Statement of Net Position.	6,869,997
The internal service funds have operations with cumulative positive income results over the years; primarily for excess service charges to governmental funds to pre-fund fleet replacement. Those excess charges have reduced the fund balances reported in the Balance Sheet of total governmental funds above. Since internal service funds should operate at a break-even basis, the cumulative excess charges are added back to the above fund balances.	26,440,391
Deferred outflows of resources for deferred charges on debt refundings are reported in the Statement of Net Position but are recognized in the governmental funds as proceeds and repayment of debt.	1,758,036
Deferred outflows and inflows of resources related to defined benefit pension plans are reported in the statement of net position. Because the net pension obligation does not represent available, spendable resources, it is not reported in governmental funds.	
Deferred outflows related to pensions	18,240,907
Deferred inflows related to other postemployment benefits	(158,460)
Deferred inflows related to pensions	(14,020,657)
Decreases:	
Governmental funds recognize the proceeds and the repayment of noncurrent bonds payable as a change in fund balance included above. However, governmental activities report noncurrent bonds payable as a liability in the Statement of Net Position thus decreasing the fund balance of governmental funds.	(36,066,523)
The net pension liability of defined benefit pension plans are reported in the Statement of Net Position but not in the governmental funds.	(95,236,246)
Governmental funds do not recognize interest on the above noncurrent debt as an expense and an accrued liability until it is due and payable. However, accrued interest is reported as an expense and liability in the government-wide financial statements.	(161,606)
Governmental funds do not recognize other postemployment benefits (OPEB) as an expense and an accrued liability. However, the net OPEB obligation is reported as a liability in the government-wide financial statements.	(5,034,285)
Compensated absences that are not due and payable in the current period are not reported in the governmental funds. However, they are reported as a liability in the Statement of Net Position for governmental activities thus reducing net position.	(6,727,550)
Net position reported in the Statement of Net Position of governmental activities.	$ 27,359,304

The notes to the financial statements are an integral part of this statement.

Governmental Funds
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended September 30, 2018

	General Fund	Boynton Beach CRA Special Revenue Fund	Other Non-Major Governmental Funds	Total Governmental Funds
REVENUES				
Taxes, net of tax increment revenue	$ 35,573,431	$ -	$ 11,410,858	$ 46,984,289
Tax increment revenue	-	11,776,329	-	11,776,329
Licenses and permits	8,377,370	-	287,773	8,665,143
Intergovernmental	10,991,092	-	6,489,390	17,480,482
Charges for services	7,271,403	1,267,068	729,208	9,267,679
Special assessments	6,859,493	-	-	6,859,493
Fines and forfeitures	266,310	-	1,662,053	1,928,363
Rents and royalties	437,947	-	-	437,947
Investment earnings	107,806	138,978	240,722	487,506
Donations	-	-	279,181	279,181
Miscellaneous	2,921,284	-	2,063,323	4,984,607
Total revenues	72,806,136	13,182,375	23,162,508	109,151,019
EXPENDITURES				
Current:				
General government	15,717,212	3,176,358	1,441,499	20,335,069
Public safety	59,647,201	-	1,088,927	60,736,128
Physical environment	1,303,877	-	21,008	1,324,885
Economic environment	313,792	-	6,163,787	6,477,579
Culture and recreation	8,047,712	-	838,942	8,886,654
Capital outlay	1,348,919	31,054	7,114,671	8,494,644
Debt service:				
Principal retirement	145,994	-	4,331,623	4,477,617
Interest charges	19,568	-	911,219	930,787
Total expenditures	86,544,275	3,207,412	21,911,676	111,663,363
Revenues over (under) expenditures	(13,738,139)	9,974,963	1,250,832	(2,512,344)
OTHER FINANCING SOURCES (USES)				
Transfers in	15,067,850	-	13,171,820	28,239,670
Transfers out	(2,417,186)	(11,822,180)	(8,934,753)	(23,174,119)
Proceeds from sale of capital assets	-	-	1,154,212	1,154,212
Issuance of installment debt	670,140	-	925,000	1,595,140
Total other financing sources and uses	13,320,804	(11,822,180)	6,316,279	7,814,903
Net change in fund balance	(417,335)	(1,847,217)	7,567,111	5,302,559
Fund balance - beginning of year	16,351,058	4,249,519	26,341,582	46,942,159
Fund balance - end of year	$ 15,933,723	$ 2,402,302	$ 33,908,693	$ 52,244,718

The notes to the financial statements are an integral part of this statement.

Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balance of Governmental Funds to the Statement of Activities of Governmental Activities For the Year Ended September 30, 2018

Net change in fund balance reported in the Statement of Revenues, Expenditures, and Changes in Fund Balances of total governmental funds		$ 5,302,559
Amounts reported as changes in fund balance in the governmental funds Statement of Revenues, Expenditures, and Changes in Fund Balances (above) are different from the change in net position of governmental activities in the Statement of Activities (below) since a different measurement focus and basis of accounting between the two statements results in the following increases and decreases.		
Increases:		
Capital outlay, reported as expenditures in governmental funds, is reported as capital assets in the Statement of Net Position rather than expenses.		8,494,644
The City uses internal service funds to charge the costs of fleet management, risk management, and warehouse services to individual governmental and enterprise funds. The net revenue of certain activities of internal service funds are included with governmental activities in the Statement of Activities.		
Transfers	$ 4,675,236	
Nonoperating revenue	333,157	
Consolidation of operating loss related to governmental funds	(1,978,790)	3,029,603
Governmental funds recognize the repayment of noncurrent bonds and notes payable as a change in fund balance included above, however, the repayment has no effect on the change in net position of governmental activities below.		
Issuance of installment agreements	$ (1,595,140)	
Repayment of noncurrent bonds and notes	4,477,617	2,882,477
Decreases:		
Depreciation expenses on governmental capital assets included in the Governmental Activities in the Statement of Activities below, but not included in the net change in fund balance reported in the Statement of Revenues, Expenditures, and Changes in Fund Balance of total governmental funds above.		
Depreciation expense		(4,284,141)
Governmental funds report certain debt related items as revenues and expenditures when those items are first incurred because they provide or require the use of current financial resources. As a result, the impact of those items has been included in the above net change in fund balance. However, these items must be amortized over the life of related debt when reported in the Statement of Activities.		
Amortization of deferred charges on debt refundings		(207,828)
Some expenses reported in the statement of activities are not reported in the funds because they have no effect on current financial resources.		
Accrued interest on noncurrent debt	$ 15,763	
Compensated absences expenses	278,525	
Other postemployment benefits	(319,161)	
Pension expense	332,414	307,541
The net effect of transactions involving capital asset dispositions (i.e., sales and trade-ins).		(6,238,396)
Change in net position of Governmental Activities		$ 9,286,459

The notes to the financial statements are an integral part of this statement.

General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
Budgetary Basis
For the Year Ended September 30, 2018

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
REVENUES				
Taxes, net of tax increment revenue	$ 35,828,527	$ 35,828,527	$ 35,573,431	$ (255,096)
Licenses and permits	7,799,000	7,799,000	8,377,370	578,370
Intergovernmental	9,133,300	9,133,300	9,376,464	243,164
Charges for services	7,128,000	7,128,000	7,271,403	143,403
Special assessments	6,589,000	6,589,000	6,859,493	270,493
Fines and forfeitures	673,000	673,000	266,310	(406,690)
Rents and royalties	368,800	368,800	437,947	69,147
Investment earnings	65,000	65,000	107,806	42,806
Miscellaneous	470,500	4,716,645	2,921,284	(1,795,361)
Appropriated fund balance	118,100	118,100	-	(118,100)
Total revenues	68,173,227	72,419,372	71,191,508	(1,227,864)
EXPENDITURES				
General government:				
Mayor and commission	267,301	267,301	260,739	6,562
City manager	741,447	740,822	743,796	(2,974)
Public affairs	333,846	333,846	317,533	16,313
City clerk	570,241	570,866	561,054	9,812
Financial services	1,302,791	1,187,055	1,165,650	21,405
Information technology	2,454,516	2,143,805	2,087,327	56,478
Human resources	824,073	822,748	711,759	110,989
City attorney	574,916	724,916	715,718	9,198
Planning and zoning	756,125	751,325	744,077	7,248
Facilities management	1,974,749	1,993,114	1,852,437	140,677
City hall general administrative	3,150,068	5,746,213	5,259,730	486,483
Town Square	-	1,500,000	1,483,896	16,104
Total general government	12,950,073	16,782,011	15,903,716	878,295
Public safety:				
Police	29,546,483	29,352,647	29,498,810	(146,163)
Fire	24,929,571	25,550,396	26,451,806	(901,410)
Protective inspections	3,052,023	3,251,333	3,201,144	50,189
Total public safety	57,528,077	58,154,376	59,151,760	(997,384)
Physical environment:				
Public works	161,675	253,233	252,387	846
Streets maintenance	1,164,355	1,055,215	1,065,180	(9,965)
Total physical environment	1,326,030	1,308,448	1,317,567	(9,119)
Economic environment:				
Other economic environment	412,318	412,318	313,792	98,526
Total economic environment	412,318	412,318	313,792	98,526
Culture and recreation:				
Library	2,315,127	2,315,127	2,283,959	31,168
Recreation	3,113,087	2,981,687	2,930,047	51,640
Schoolhouse museum	254,971	254,971	239,477	15,494
Forestry and grounds	2,924,208	2,861,098	2,789,329	71,769
Total culture and recreation	8,607,393	8,412,883	8,242,812	170,071
Total expenditures	80,823,891	85,070,036	84,929,647	140,389
Revenues over (under) expenditures	(12,650,664)	(12,650,664)	(13,738,139)	(1,087,475)

(Continued)

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
OTHER FINANCING SOURCES (USES)				
Transfers in	$ 15,067,850	$ 15,067,850	$ 15,067,850	$ -
Transfers out	(2,417,186)	(2,417,186)	(2,417,186)	-
Issuance of installment debt	-	-	670,140	670,140
Total other financing sources and uses	12,650,664	12,650,664	13,320,804	670,140
Net change in fund balance	$ -	$ -	$ (417,335)	$ (417,335)

The notes to the financial statements are an integral part of this statement.

CITY OF
BOYNTON BEACH

Boynton Beach CRA Special Revenue Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual
For the Year Ended September 30, 2018

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
REVENUES				
Tax increment revenue	$ 11,461,518	$ 11,461,518	$ 11,776,329	$ 314,811
Charges for services	1,000,000	1,000,000	1,267,068	267,068
Investment earnings	-	-	138,978	138,978
Total revenues	12,461,518	12,461,518	13,182,375	720,857
EXPENDITURES				
Current				
General government	3,619,338	3,619,338	3,176,358	442,980
Capital outlay	-	-	31,054	(31,054)
Total expenditures	3,619,338	3,619,338	3,207,412	411,926
Revenues over expenditures	8,842,180	8,842,180	9,974,963	1,132,783
OTHER FINANCING SOURCES (USES)				
Appropriated fund balance	-	2,980,000	-	(2,980,000)
Transfers out	(8,842,180)	(11,822,180)	(11,822,180)	-
Total other financing sources and uses	(8,842,180)	(8,842,180)	(11,822,180)	(2,980,000)
Net change in fund balance	$ -	$ -	(1,847,217)	$ (1,847,217)
Fund balance - beginning of year			4,249,519	
Fund balance - end of year			$ 2,402,302	

The notes to the financial statements are an integral part of this statement.

Statement of Net Position
Proprietary Funds
September 30, 2018

	Business-Type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water and Sewer Fund	Sanitation Fund	Non-Major Fund Golf Course Fund	Total	
ASSETS					
Current assets:					
Pooled cash and investments	$ 26,246,058	$ -	$ -	$ 26,246,058	$ 4,277,000
Accounts receivable, net	5,096,006	1,277,622	3,525	6,377,153	-
Due from other governments	-	5,907	-	5,907	-
Prepaid expenses	85,533	-	-	85,533	11,380
Inventories	-	-	-	-	880,588
	31,427,597	1,283,529	3,525	32,714,651	5,168,968
Restricted assets:					
Restricted pooled cash and investments:					
Customer deposits	1,441,762	-	-	1,441,762	-
Revenue bond covenants	7,331,384	-	-	7,331,384	-
Capital improvements	53,661,849	-	-	53,661,849	-
	62,434,995	-	-	62,434,995	-
Restricted accounts receivable	38,722	-	-	38,722	-
	62,473,717	-	-	62,473,717	-
Total current assets	93,901,314	1,283,529	3,525	95,188,368	5,168,968
Noncurrent assets:					
Investment in joint venture	18,810,713	-	-	18,810,713	-
Intangible assets	2,910,000	-	-	2,910,000	-
Capital assets not being depreciated	16,608,968	-	1,356,467	17,965,435	33,166
Capital assets, net of accumulated depreciation	160,193,280	3,755	533,670	160,730,705	9,213,204
Total noncurrent assets	198,522,961	3,755	1,890,137	200,416,853	9,246,370
Total assets	292,424,275	1,287,284	1,893,662	295,605,221	14,415,338
DEFERRED OUTFLOWS OF RESOURCES					
Deferred charges on debt refundings	736,521	-	-	736,521	-
Deferred amounts related to pensions	1,902,845	553,182	121,649	2,577,676	231,133
Total deferred ouflows of resources	2,639,366	553,182	121,649	3,314,197	231,133

(Continued)

	Business-Type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water and Sewer Fund	Sanitation Fund	Non-Major Fund Golf Course Fund	Total	
LIABILITIES					
Current liabilities:					
Accounts payable	$ 2,357,504	$ 178,200	$ 18,659	$ 2,554,363	$ 1,040,480
Accrued expenses	288,836	121,648	37,139	447,623	48,020
Unearned revenues	-	-	29,651	29,651	-
Provision for insurance losses, current portion	-	-	-	-	1,777,545
Contracts payable	52,800	-	-	52,800	-
Refundable deposits	115,122	-	-	115,122	-
Compensated absences payable, current portion	149,714	46,478	21,574	217,766	15,105
Due to other governments	55,743	-	-	55,743	-
Due to other funds	-	1,745,031	974,160	2,719,191	462,079
	3,019,719	2,091,357	1,081,183	6,192,259	3,343,229
Current liabilities payable from restricted assets:					
Customer deposits	1,480,484	-	-	1,480,484	-
Revenue bonds, current maturities	3,605,000	-	-	3,605,000	-
Accrued revenue bond interest	1,427,000	-	-	1,427,000	-
Contracts payable	2,454,265	-	-	2,454,265	-
	8,966,749	-	-	8,966,749	-
Total current liabilities	11,986,468	2,091,357	1,081,183	15,159,008	3,343,229
Noncurrent liabilities:					
Revenue bonds payable, less current maturities, plus unamortized premium	87,005,047	-	-	87,005,047	-
Provision for insurance losses, less current portion	-	-	-	-	3,077,150
Compensated absences payable, less current portion	1,001,930	311,042	144,378	1,457,350	101,093
Other postemployment benefits	2,665,578	774,919	170,410	3,610,907	323,780
Net pension liability	4,572,455	1,329,274	292,317	6,194,046	555,403
Total noncurrent liabilities	95,245,010	2,415,235	607,105	98,267,350	4,057,426
Total liabilities	107,231,478	4,506,592	1,688,288	113,426,358	7,400,655
DEFERRED INFLOWS OF RESOURCES					
Deferred amount related to other postemployment benefits	83,903	24,392	5,364	113,659	10,191
Deferred amounts related to pensions	2,920,753	815,348	190,741	3,926,842	365,628
Total deferred inflows of resources	3,004,656	839,740	196,105	4,040,501	375,819
NET POSITION (DEFICIT)					
Net investment in capital assets	137,399,785	3,755	1,890,137	139,293,677	9,246,370
Restricted for:					
Revenue bond covenants	2,299,384	-	-	2,299,384	-
Unrestricted (deficit)	45,128,338	(3,509,621)	(1,759,219)	39,859,498	(2,376,373)
Total net position (deficit)	$ 184,827,507	$ (3,505,866)	$ 130,918	$ 181,452,559	$ 6,869,997

The notes to the financial statements are an integral part of this statement.

Reconciliation of the Total Enterprise Funds to the Government-wide Statements of Business-Type Activities For the Year Ended September 30, 2018

	Statement of Net Position	Statement of Changes in Net Position
Amounts reported for total Enterprise Funds	$ 181,452,559	$ 3,752,934
The City uses internal service funds to charge the costs of fleet management, risk management, and warehouse services to individual governmental and enterprise funds. The operating income (loss) of certain activities of internal service funds related to enterprise funds are included with business-type activities in the Statement of Activities.		
The following reflect the consolidation of internal service fund activities related to enterprise funds.		
Current year adjustment	(2,228,724)	(2,228,724)
Cumulative prior year adjustments	(24,211,667)	-
Net position/Change in net position of Business-type Activities	$ 155,012,168	$ 1,524,210

The notes to the financial statements are an integral part of this statement.

Statement of Revenues, Expenses and Changes in Net Position
Proprietary Funds
For the Year Ended September 30, 2018

	Business-Type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water and Sewer Fund	Sanitation Fund	Non-Major Fund Golf Course Fund	Total	
OPERATING REVENUES					
Charges for services:					
Water sales	$ 23,420,190	$ -	$ -	$ 23,420,190	$ -
Sewer service	19,096,323	-	-	19,096,323	-
Stormwater utility fees	3,880,546	-	-	3,880,546	-
Garbage fees	-	11,890,131	-	11,890,131	-
Recycling fees	-	21,855	-	21,855	-
Cart and green fees	-	-	1,249,244	1,249,244	-
Dues	-	-	64,291	64,291	-
Other services	-	-	256,147	256,147	9,069,587
Total operating revenues	46,397,059	11,911,986	1,569,682	59,878,727	9,069,587
OPERATING EXPENSES					
Personal services and benefits	9,603,027	3,353,426	837,607	13,794,060	1,461,288
Supplies, services and claims	12,728,677	4,947,516	584,506	18,260,699	8,032,433
Depreciation and amortization	12,540,654	1,298	128,383	12,670,335	3,783,380
Total operating expenses	34,872,358	8,302,240	1,550,496	44,725,094	13,277,101
Operating income (loss)	11,524,701	3,609,746	19,186	15,153,633	(4,207,514)
NONOPERATING REVENUES (EXPENSES)					
Investment earnings	54,395	-	-	54,395	4,190
Interest expense	(3,203,498)	-	-	(3,203,498)	-
Equity in loss of Regional Wastewater Joint Venture	(748,657)	-	-	(748,657)	-
Gain on disposal of capital assets	-	-	1,960	1,960	122,097
Miscellaneous income	97,422	-	-	97,422	206,870
	(3,800,338)	-	1,960	(3,798,378)	333,157
Income (loss) before contributions and transfers	7,724,363	3,609,746	21,146	11,355,255	(3,874,357)
Capital contributions	2,138,466	-	-	2,138,466	-
Transfers:					
Transfers in	-	10,000	-	10,000	4,680,112
Transfers out	(7,342,069)	(2,383,116)	(25,602)	(9,750,787)	(4,876)
Total transfers	(7,342,069)	(2,373,116)	(25,602)	(9,740,787)	4,675,236
Change in net position	2,520,760	1,236,630	(4,456)	3,752,934	800,879
Net position - beginning of year, as originally reported	183,861,255	(4,310,198)	202,663	179,753,720	6,382,563
Restatement for implementation of GASB Statement 75	(1,554,508)	(432,298)	(67,289)	(2,054,095)	(313,445)
Net position (deficit) - beginning of year	182,306,747	(4,742,496)	135,374	177,699,625	6,069,118
Net position (deficit) - end of year	$ 184,827,507	$ (3,505,866)	$ 130,918	$ 181,452,559	$ 6,869,997

The notes to the financial statements are an integral part of this statement.

Statement of Cash Flows
Proprietary Funds
For the Year Ended September 30, 2018

	Business-Type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water and Sewer Fund	Sanitation Fund	Non-Major Fund Golf Course Fund	Total	
Cash Flows From Operating Activities					
Receipts from customers and users	$ 46,429,344	$ 12,037,926	$ 1,571,873	$ 60,039,143	$ -
Receipts from others	97,422	-	-	97,422	206,870
Receipts from interfund services provided	-	-	-	-	9,069,587
Payments to suppliers	(11,013,788)	(4,090,826)	(432,251)	(15,536,865)	(8,163,550)
Payments to employees	(10,649,564)	(3,543,487)	(1,019,988)	(15,213,039)	(1,568,090)
Payments for interfund services used	(795,092)	(2,026,151)	(127,667)	(2,948,910)	(156,644)
Net cash provided by (used in) operating activities	24,068,322	2,377,462	(8,033)	26,437,751	(611,827)
Cash Flows From Non-Capital Financing Activities					
Loans from (to) other funds	-	-	76,047	76,047	-
Transfers in	-	10,000	-	10,000	4,680,112
Transfers out	(7,342,069)	(2,383,116)	(25,602)	(9,750,787)	(4,876)
Net cash provided by (used in) non-capital financing activities	(7,342,069)	(2,373,116)	50,445	(9,664,740)	4,675,236
Cash Flows From Capital and Related Financing Activities					
Acquisition of capital assets	(7,937,388)	(4,346)	(44,372)	(7,986,106)	(3,663,995)
Proceeds from sale of capital assets	-	-	1,960	1,960	122,097
Capital contributions	2,138,466	-	-	2,138,466	-
Proceeds from issuance of revenue bonds	11,065,000	-	-	11,065,000	-
Principal payments on revenue bonds	(3,425,000)	-	-	(3,425,000)	-
Interest payments on revenue bonds	(3,261,374)	-	-	(3,261,374)	-
Net cash used in capital and related financing activities	(1,420,296)	(4,346)	(42,412)	(1,467,054)	(3,541,898)
Cash Flows From Investing Activity					
Interest on pooled cash and investments	54,395	-	-	54,395	4,190
Net cash provided by investing activity	54,395	-	-	54,395	4,190
Increase in cash and cash equivalents	15,360,352	-	-	15,360,352	525,701
Cash and cash equivalents - beginning of year	73,320,701	-	-	73,320,701	3,751,299
Cash and cash equivalents - end of year	$ 88,681,053	$ -	$ -	$ 88,681,053	$ 4,277,000
Reconciliation of cash and cash equivalents to Statement of Net Assets					
Pooled cash and investments	$ 26,246,058	$ -	$ -	$ 26,246,058	$ 4,277,000
Restricted pooled cash and investments	62,434,995	-	-	62,434,995	-
Cash and cash equivalents - end of year	$ 88,681,053	$ -	$ -	$ 88,681,053	$ 4,277,000

(Continued)

	Business-Type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water and Sewer Fund	Sanitation Fund	Non-Major Fund Golf Course Fund	Total	
Reconciliation of Operating Income (Loss) to Net Cash Provided By (Used In) Operating Activities:					
Operating income (loss)	$ 11,524,701	$ 3,609,746	$ 19,186	$ 15,153,633	$ (4,207,514)
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:					
Depreciation and amortization	12,540,654	1,298	128,383	12,670,335	3,783,380
Provision for doubtful accounts	(327,293)	-	-	(327,293)	-
Miscellaneous income	97,422	-	-	97,422	206,870
Changes in operating assets and liabilities:					
Accounts receivable	364,208	112,532	(143)	476,597	-
Due from other governments	-	13,408	-	13,408	-
Prepaid expenses	(73,518)	-	-	(73,518)	(11,380)
Inventories	-	-	19,097	19,097	76,565
Deferred amounts related to pensions	158,490	56,784	(3,625)	211,649	18,266
Deferred amounts related to other postemployment benefits	83,903	24,392	5,364	113,659	10,191
Accounts payable	986,648	30,378	5,491	1,022,517	(239,789)
Accrued expenses	8,492	14,818	4,863	28,173	6,195
Due to other funds	-	(1,199,839)	-	(1,199,839)	(190,363)
Unearned revenues	-	-	2,334	2,334	-
Refundable deposits	6,431	-	-	6,431	-
Due to other governments	6,667	-	-	6,667	-
Provision for insurance losses	-	-	-	-	77,206
Customer deposits	(11,061)	-	-	(11,061)	-
Compensated absences payable	(10,316)	10,129	(6,503)	(6,690)	22,056
Other postemployment benefits	85,087	24,736	5,439	115,262	10,335
Net pension liability	(1,372,193)	(320,920)	(187,919)	(1,881,032)	(173,845)
Total adjustments	12,543,621	(1,232,284)	(27,219)	11,284,118	3,595,687
Net cash provided by (used in) operating activities	$ 24,068,322	$ 2,377,462	$ (8,033)	$ 26,437,751	$ (611,827)
Noncash Investing, Capital and Related Financing Activities:					
Equity in loss of Regional Wastewater Joint Venture	$ (748,657)	$ -	$ -	$ (748,657)	$ -
Gain on disposal of capital assets	-	-	1,960	1,960	122,097
Amortization of bond premiums	305,467	-	-	305,467	-
Amortization of charges on refundings	(137,157)	-	-	(137,157)	-

The notes to the financial statements are an integral part of this statement.

Statement of Fiduciary Net Position
Pension Trust Funds
September 30, 2018

	Total Pension Trust Funds
ASSETS	
Cash	$ 1,189,529
Investments:	
Money market mutual funds	5,253,913
U.S. Government and Agency obligations	23,280,160
Mortgage-backed securities	3,819,593
Corporate obligations	11,604,631
Equity securities	94,988,032
Equity mutual funds	47,536,140
Equity investment funds	102,856,561
International equity investment funds	18,061,651
Fixed income investment funds	41,700,894
Real estate investment funds	45,791,573
Total investments	394,893,148
Contributions receivable	789,121
Interest and dividends receivable	342,412
Pending trades receivable	643,976
DROP loans	366,066
Prepaid expenses	25,744
Total assets	398,249,996
LIABILITIES	
Accounts payable	507,976
Pending trades payable	635,153
Total liabilities	1,143,129
NET POSITION RESTRICTED FOR PENSION BENEFITS	$ 397,106,867

The notes to the financial statements are an integral part of this statement.

Statement of Changes in Fiduciary Net Position
Pension Trust Funds
For the Year Ended September 30, 2018

	Total Pension Trust Funds
ADDITIONS	
Contributions:	
Employer	$ 17,909,417
Plan members	4,646,598
State	1,614,628
Total contributions	24,170,643
Investment earnings:	
Net appreciation in fair value of investments	27,368,956
Interest and dividends	5,352,569
Miscellaneous	39,333
	32,760,858
Less investment expenses:	
Investment expenses	1,909,703
Net investment earnings	30,851,155
Total additions	55,021,798
DEDUCTIONS	
Benefits paid	22,598,718
Refunds of contributions	386,991
Administrative expenses	442,573
Total deductions	23,428,282
Change in plan net position	31,593,516
Net position restricted for pension benefits - beginning of year	365,513,351
Net position restricted for pension benefits - end of year	$ 397,106,867

The notes to the financial statements are an integral part of this statement.

NOTES TO THE FINANCIAL STATEMENTS
September 30, 2018

1. Summary of Significant Accounting Policies

A. Reporting Entity

The City of Boynton Beach (the "City") is a Florida municipality established in 1920 by the Laws of Florida, Section 24398, pursuant to the authority provided in Chapter 165, Florida Statutes. The City is governed by an elected five-member Commission and provides a full range of municipal services including public safety, planning and zoning, sanitation, highways and streets, recreation and park facilities, public improvements, water, wastewater and stormwater services, and general administration functions.

Under governmental accounting and financial reporting standards, the reporting entity consists of the primary government, organizations for which the primary government is financially accountable, and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the City's financial statements to be misleading or incomplete. The primary government is financially accountable if it appoints a voting majority of an organization's governing body and imposes its will on that organization. The primary government may also be financially accountable if an organization is fiscally dependent on the primary government regardless of the authority of the organization's governing board. Legally separate organizations outside of the primary government, which meet the criteria for financial accountability, are component units of the reporting entity.

The accompanying financial statements present the City as the primary government, with its blended component unit, the Boynton Beach Community Redevelopment Agency (CRA), and a joint venture, the South Central Regional Wastewater Treatment and Disposal Board (the "Board").

Blended Component Unit. The Boynton Beach Community Redevelopment Agency operates under the authority of Florida Statutes Chapter 163, Part III and City Ordinance Number 83-41 to finance and develop certain targeted areas in the City. The City is financially accountable for the CRA and in accordance with City Ordinance Number 11-009 and pursuant to Florida Statutes, Section 163.357, the Mayor and City Commissioners plus two (2) additional members appointed by the City Commission comprise the governing board of the CRA, and the City approves the CRA's budget and guarantees the CRA's debt. Accordingly, the CRA meets the criteria to blend its activities with the funds of the City's financial statements. The CRA has a September 30 year-end and issues separate, audited financial statements which are available from the CRA at 710 North Federal Highway, Boynton Beach, Florida 33435.

Joint Venture. The South Central Regional Wastewater Treatment and Disposal Board is an independent special district created by the cities of Boynton Beach and Delray Beach to operate a regional wastewater treatment facility serving both cities. The Board's governing body is comprised of the City Commissions of Boynton Beach and Delray Beach, who exercise equal control and oversight. The City accounts for its investment in the Board as a joint venture recorded on the equity method of accounting as discussed in Note 3.E. The Board has a September 30 year-end and issues separate, audited financial statements which are available at their administrative offices located at 1801 North Congress Avenue, Delray Beach, Florida 33445.

Related Organizations. The Quantum Park Overlay Dependent District (the "QPODD") was created on October 18, 2005 by City Ordinance 05-061. The Quantum Community Development District ("QCDD") was created on July 16, 1991 by City Ordinance 091-48. The High Ridge/Quantum Community Development District ("High Ridge CDD") was created on August 17, 2004, by City Ordinance 04-062. The QPODD, QCDD and High Ridge CDD are collectively referred to as the Districts and were formed pursuant to the Florida Uniform Dependent District Act of 1980. Members of each District's governing body are elected at a bi-annual meeting of the landowners in the respective District's area, although members of the governing body are subject to removal by the City Commission. The City does not provide funding, approve budgets, retain any financial interest or have any obligation for debt and cannot impose its will on the Districts. Accordingly, the three Districts are not included in the City's financial reporting entity.

1. Summary of Significant Accounting Policies (Continued)

B. Government-Wide Financial Statements

The government-wide financial statements include the statement of net position and the statement of activities that encompass all non-fiduciary activities of the City. Both statements report separate information on the *governmental activities* and the *business-type activities* of the City and its blended component unit. Governmental activities are functions primarily supported by taxes and grants. Business-type activities are those functions supported by charges for services and user fees.

The statement of activities demonstrates the degree to which the direct expenses of a given function or program are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or program. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or program, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or program. Taxes and other items not included among program revenues are reported as *general revenues.*

C. Fund Financial Statements

The basic financial statements include separate fund financial statements for governmental funds, proprietary funds and fiduciary funds, even though the latter are excluded from the government-wide financial statements. The governmental funds and enterprise funds financial statements report *major* funds as separate columns in the respective fund financial statements.

The City reports the following funds as major governmental funds:

The *General Fund* (the City's primary operating fund) accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Boynton Beach CRA Special Revenue Fund* accounts for the activity and redevelopment projects of the CRA covering a specified redevelopment area in downtown Boynton Beach.

The City reports the following major proprietary funds:

The *Water and Sewer Fund* accounts for the activities related to providing water, wastewater and stormwater services to the public.

The *Sanitation Fund* accounts for the activities related to providing trash collection and disposal services to the public.

Additionally, the City reports the following fund types:

Internal Service Funds account for the activities related to providing fleet services, risk management, and warehouse services to other departments of the City.

Pension Trust Funds account for the activities of the City's three defined benefit pension funds which accumulate resources for pension benefit payments to City employees.

D. Measurement Focus and Basis of Accounting

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. Water and sewer and other proprietary fund revenues are recognized as earned when the services are provided.

1. Summary of Significant Accounting Policies (Continued)

D. Measurement Focus and Basis of Accounting (Continued)

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues available if collected within 60 days of the end of the current fiscal year.

Property taxes, franchise taxes, public service taxes, state shared revenues and charges for services and investment income associated with the current fiscal period are all considered susceptible to accrual and are recognized as revenues of the current fiscal period. For special assessments, only the portion of the special assessment receivable due within the current fiscal period is considered susceptible to accrual as revenue of the current fiscal period. Business taxes and other revenues collected in advance of periods to which they relate are recorded as unavailable revenues, a deferred inflow of resources. Grant revenue is recorded when the related expenditures/expenses are incurred and the eligibility requirements have been met. All other revenue items are measurable and available only when the City receives the cash.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

E. Financial Statement Presentation

The City maintains its accounting records in accordance with the principles and policies applicable to governmental entities set forth by the Governmental Accounting Standards Board (GASB) as U.S. generally accepted accounting principles (GAAP).

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes where the amounts are reasonably equivalent in value to the interfund services provided and other charges between the City's water and sewer function and various other functions of the City.

Amounts reported as program revenues include: (1) charges to customers or applicants for goods, services, or privileges provided, (2) operating grants and contributions, and (3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the water and sewer, sanitation, and golf course enterprise funds, and of the City's internal service funds, are charges to customers for sales and services. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources as they are needed.

F. Pooled Cash and Investments

Pooled cash and investments consist of petty cash on hand, demand and money market deposits with financial institutions, money market mutual funds and investments with the Florida Municipal Investment Trust ("FMIT"). Interest earned on pooled cash and investments is allocated to individual funds based on their average daily pooled cash and investment balances. For purposes of the statement of cash flows, the City considers all highly

1. Summary of Significant Accounting Policies (Continued)

F. Pooled Cash and Investments (Continued)

liquid investments (including restricted assets) with an original maturity or availability of three months or less to be cash equivalents. Money market mutual funds are reported at amortized cost, which approximates fair value.

All deposits with financial institutions were entirely covered by a combination of federal depository insurance and a collateral pool pledged to the State Treasurer of Florida by financial institutions which comply with the requirements of Florida Statutes and have been designated as a *qualified public depository*. Qualified public depositories are required to pledge collateral to the State Treasurer with a fair value equal to a percentage of the average daily balance of all government deposits in excess of any federal deposit insurance. In the event of a default by a qualified public depository, all claims for government deposits would be satisfied by the State Treasurer from the proceeds of federal deposit insurance, pledged collateral of the public depository in default and, if necessary, a pro rata assessment to the other qualified public depositories.

The Florida Municipal Investment Trust (FMIT) is an external investment pool established in 1993 and administered by the Florida League of Cities, Inc. pursuant to the laws of the State of Florida. FMIT is exempt from registration under the Securities Act of 1933, the Investment Company Act of 1940 and the Florida Securities and Investors Protection Act. Participants in FMIT are limited to governmental entities in the State of Florida. FMIT operates six fixed income and five equity funds with differing investment goals. The City invests in three FMIT fixed income funds as follows: 1) the 0-2 Year High Quality Bond Fund; 2) the 1-3 Year High Quality Bond Fund; and, 3) the Intermediate High Quality Bond Fund, which are designed to provide an investment horizon and yield greater than that of money market instruments. The fair value of the City's investment in FMIT is the net asset value of each FMIT fund based on the fair value of the fund's portfolio as determined by the fund administrator at the end of each month. Contributions to and withdrawals from FMIT funds may be made monthly in a minimum amount of $5,000 based on advance written notification at least five business days prior to a FMIT fund's portfolio valuation date, generally on the last business day of each month. Each FMIT fund may limit redemptions to a maximum of $2 million or 10 percent of the fund's net asset value if the fund administrator determines that the fund's net asset value would be adversely affected by a redemption. If a redemption is limited, the maximum redemption amount will be made at each subsequent redemption date, generally at least monthly.

The City's pension trust funds investments consist of money market mutual funds, U.S. Government and Agency obligations, mortgage-backed securities, domestic and international corporate obligations, equity securities, equity mutual funds and alternative investments consisting of equity and fixed income investment funds and real estate investment funds. City and Pension Trust Fund investment policies do not allow investments in derivatives. All investments are reported at fair value, except for money market mutual funds that are reported at amortized cost, which approximates fair value. Purchases and sales of investments are recorded on the trade dates. Realized and unrealized gains and losses on investments are reflected in current operating results as investment earnings. Realized gains and losses on investments held at the end of the prior year and sold during the current year include the change in fair value from the beginning of the year to the date sold.

G. Receivables

Receivables in the governmental funds include delinquent property taxes, billings for general City services, various taxes due from local businesses, and amounts due from other governments for shared revenues, taxes and grants. All property tax and other receivables are reported net of an allowance for uncollectible accounts.

Accounts receivable in the proprietary funds include amounts due for various City services and utilities, provided primarily to local businesses and residents. Accounts receivable are reported net of an allowance for uncollectible accounts determined based on the age of the individual receivable and historical collection trends. Accounts receivable are written off on an individual basis in the year the City deems them uncollectible. An allowance for doubtful accounts has been provided for those accounts where collectability appears to be doubtful. The City does not require collateral from its customers, except for the Water and Sewer Fund, which requires deposits for

1. Summary of Significant Accounting Policies (Continued)

G. Receivables (Continued)

services. The City maintains an allowance for doubtful accounts at a level which management believes is sufficient to cover potential credit losses.

H. Unbilled Service Receivables

The City's enterprise funds recognize revenue on the basis of monthly cycle billings to customers for services provided. As a result of this cycle billing method, there are unbilled receivables at the end of each fiscal year with respect to services provided, but not billed at such date. It is the policy of the City to accrue the unbilled service amounts at year-end. The public service taxes owed to the City on the unbilled services are recorded as receivables in the Public Service Tax Debt Service Fund. All unbilled receivables are billed in the following month.

I. Interfund Receivables and Payables

Activity between funds that represents interfund lending/borrowing that is outstanding at year end is classified as "due to/due from other funds". Any such balances outstanding between governmental activities and business-type activities in the government-wide financial statements are classified as "internal balances."

J. Prepaid Items and Inventories

Expenditures/expenses for insurance premiums and other administrative expenses extending over more than one accounting period are accounted for as prepaid items/expenses and allocated between accounting periods. Inventories are valued at average cost which approximates market. Inventories are accounted for using the consumption method, whereby inventories are recorded as expenditures in the period when used.

K. Investment in Joint Venture

The City accounts for its investment in the jointly owned South Central Regional Wastewater Treatment and Disposal Board as a joint venture recorded on the equity method of accounting. This investment is included in the City's Water and Sewer Enterprise Fund balance sheet as Investment in Joint Venture.

L. Restricted Assets

The City classifies certain amounts of pooled cash and investments in the Water and Sewer Enterprise Fund as restricted assets because their use is legally restricted for monies held for customers as security deposits, revenue bond covenant requirements and capital improvements. The net position of the Water and Sewer Enterprise Fund is restricted to the extent that restricted assets exceed liabilities payable from restricted assets.

M. Capital Assets

Capital assets include land, buildings, equipment, and infrastructure. The City reports these assets in the applicable governmental or business-type activities columns in the government-wide statement of net position and in the statements of net position for enterprise and internal service funds.

The City defines capital assets as assets with an initial, individual cost of more than $750 and an estimated useful life in excess of one year. Donated capital assets are recorded at the date of donation at acquisition value, which is the price that would be paid to acquire an asset with equivalent service potential in an orderly market transaction at the date of acquisition. Capital asset acquisitions are recorded as capital outlay expenditures in the governmental fund financial statements.

All costs relating to the construction of facilities are capitalized including salaries, employee benefits, contracted services, and materials. Prior to adoption of GASB Statement No. 89 for the current fiscal year, the City also capitalized interest incurred during the construction phase of capital assets of business-type activities as part of

1. Summary of Significant Accounting Policies (Continued)

M. Capital Assets (Continued)

the capitalized cost of the assets constructed. Costs which materially extend the useful life of existing properties are capitalized. However, the City does not capitalize the costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives.

Infrastructure assets of the governmental activities are reported in the government-wide financial statements. Governmental activities infrastructure assets include roads, bridges, streets and sidewalks, curbs and gutters, lighting systems and similar assets that are immovable and generally of value only to the City. The City has historically reported infrastructure assets of the business-type activities as capital assets and recorded depreciation on those assets.

The City calculates depreciation of capital assets using the straight-line method over the following estimated useful lives of the related assets:

Equipment	3-12 years
Buildings and other improvements	10-40 years
Water/wastewater/stormwater system	15-50 years
Infrastructure	15-50 years

N. Unavailable / Unearned Revenue

Unearned revenue in the Governmental Activities and unavailable revenue in the Governmental Funds includes amounts received in advance for business licenses, grants and long-term receivables for various housing assistance programs provided by the City. Unearned revenue in the Business-type Activities and Proprietary Funds is composed of advance utility payments from customers and other amounts received in advance of the related services being provided by the City.

O. Compensated Absences

It is the City's policy to permit employees to accumulate earned but unused vacation and sick pay benefits in varying amounts based on length of service. Upon termination, employees are paid accumulated vacation at the pay rate on the date of termination. Employees are compensated for a maximum of 50% of accumulated sick leave upon termination, depending on the employee's hire date and length of service. Compensated absences, including related payroll taxes, are accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in the governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

P. Noncurrent Liabilities

In the government-wide financial statements and proprietary fund financial statements, long-term debt and other noncurrent obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the term of the respective debt issue using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Debt issuance costs are expensed in the period the debt is issued.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as debt issuance costs, during the current period. The debt issued and premiums received on debt issuances are reported as other financing sources, while discounts on debt are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

1. Summary of Significant Accounting Policies (Continued)

Q. Deferred Outflows / Inflows of Resources

In addition to assets and liabilities, the government-wide statement and proprietary funds statements of net position report a separate section for deferred outflows or deferred inflows of resources. The separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until that time. The City reports deferred charges on refundings and deferred amounts related to pensions as deferred outflows of resources on the government-wide statement of net position. The deferred charges on refundings were losses resulting from the difference in the carrying value of refunded debt and its reacquisition price. These amounts are deferred and amortized over the shorter of the life of the refunded or refunding debt. The deferred amounts related to pensions result from differences between expected and actual experience and investment earnings, changes in assumptions, or other actuarial inputs. The deferred amounts are amortized to pension expense in a systematic and rational manner over a period equal to the average expected remaining service lives of employees provided with benefits through the pension plans, including inactive employees.

The separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenues) until that time. The City's deferred inflows of resources on the government-wide and proprietary funds statements of net position consist of deferred amounts related to other postemployment benefits (OPEB) and pensions. The deferred inflows of resources related to OPEB and pensions results from differences between expected and actual experience which are deferred and included in OPEB and pension expense in a systematic and rational manner over a period equal to the average of the expected remaining service lives of all employees that are provided with benefits through the OPEB and pension plans (active employees and inactive employees). The City also has one item, unavailable revenues, which arises only under the modified accrual basis of accounting and is reported as a deferred inflow of resources on the governmental funds balance sheet. The unavailable revenues include amounts received in advance for business licenses, grants and long-term receivables for various housing assistance programs provided by the City. These amounts are deferred and recognized as an inflow of resources in the year that the amounts become available.

R. Net Position / Fund Balance

Net Position. Net position of the government-wide and proprietary funds are categorized as *net investment in capital assets*, *restricted* or *unrestricted*. Net investment in capital assets is that portion of net position that relates to the City's capital assets reduced by the portion of the assets that have been acquired through the use of long-term debt. This amount is offset by any unspent debt proceeds that are outstanding at fiscal year-end.

Restricted net position is that portion of net position that has been restricted for general use by external parties (creditors, grantors, contributors, or laws or regulations of other governments) or imposed by law through constitutional provisions or enabling legislation.

The government-wide statement of net position reports governmental activities restricted net position and business-type activities restricted net position and the proprietary funds statement of net position reports restricted net position for the following purposes:

Public Safety – Net position of the governmental activities are restricted for certain funds that are legally restricted by Florida Statutes to law enforcement capital expenditures and police education.

Grant Programs – Net position of the governmental activities are restricted for grant funds that are legally restricted by grantors to allowable costs for specific grant programs.

Debt Service – Net position of the governmental activities are restricted for CRA debt service funds that are legally restricted to the payment of principal and interest on the CRA's bonded debt. Net position of the business-type activities and the Water and Sewer Fund are restricted for the excess of restricted assets required by revenue bond covenants over the related liabilities payable from those restricted assets.

1. Summary of Significant Accounting Policies (Continued)

R. Net Position / Fund Balance (Continued)

Capital Projects – Net position of the governmental activities are restricted for local option gas tax funds that are legally restricted by Florida Statutes to capital improvements for roads and streets and the one-cent sales tax surcharge that is restricted for infrastructure projects. Net position of the business-type activities and Water and Sewer Fund are restricted for the excess of restricted assets required for renewal and replacement by bond covenants over the related liabilities payable from those restricted assets.

Other Purposes – Net position of the governmental activities are restricted for assets held in trust in the Community Service Fund that are restricted for specific purposes.

Unrestricted net position consists of net position not included in net investment in capital assets or restricted.

Fund Balance. In the fund financial statements, governmental funds report fund equity classifications that comprise a hierarchy based primarily on the extent to which the City is legally bound to honor the specific purposes for which amounts in fund balance may be spent. The fund balance classifications are summarized as follows:

Nonspendable - Nonspendable fund balances include amounts that cannot be spent because they are either: 1) not in spendable form; or, 2) legally or contractually required to be maintained intact.

Restricted - Restricted fund balances include amounts that are restricted to specific purposes either by: 1) constraints placed on the use of resources by creditors, grantors, contributors, or laws or regulations of other governments; or, 2) imposed by law through constitutional provisions or enabling legislation.

Committed - Committed fund balances include amounts that can only be used for specific purposes pursuant to constraints imposed by the City Commission through an ordinance.

Assigned - Assigned fund balances include amounts that are constrained by the City's intent to be used for specific purposes. The City Commission assigns fund balance through the annual budget or by adopting a resolution delegating authority to a City Official or other Board.

Unassigned - Unassigned fund balances include amounts that are not assigned to other funds and have not been restricted, committed, or assigned to specific purposes in the General Fund. The unassigned deficit represents the fund balance deficit of certain non-major special revenue funds that will be funded through the future revenues of those funds.

The City considers restricted fund balances to be spent when expenditures are incurred for the restricted purpose. The City considers committed, assigned or unassigned fund balances to be spent when expenditures are incurred for purposes for which amounts in any of those fund balance classifications could be used.

Minimum Fund Balance Policy. Generally, the City strives to maintain 10% to 20% of the following year's budgeted expenditures to provide for short term revenue fluctuations and other emergency purposes. However, the City has not adopted a formal policy establishing a minimum fund balance requirement.

S. Property Taxes

Ad valorem property taxes are assessed as of January 1 and levied the following October. Property taxes are due March 31 and become delinquent on April 1. Delinquent tax certificates are sold on June 1 and become a lien on the property. All property taxes are collected by the Palm Beach County Tax Collector and remitted to the City. Revenue is recognized at the time monies are received from Palm Beach County. At September 30, estimated unpaid delinquent taxes are recorded as a receivable and offset by an allowance for estimated uncollectibility. State Statutes permit municipalities to levy property taxes at a rate not to exceed 10 mills ($10.00 for each $1,000 of assessed valuation).

1. Summary of Significant Accounting Policies (Continued)

S. Property Taxes (Continued)

During 2007, the Florida Legislature passed property tax reform legislation limiting the property tax levies of local governments in the State of Florida. Local governments that adopt a property tax levy in excess of the limit under State law will lose their Half-Cent Sales Tax distribution from the State for the succeeding twelve months. For the fiscal year ended September 30, 2018, the maximum tax levy allowed by a majority vote of the governing body is generally based on a percentage adjustment applied to the prior year (2016/2017) property tax revenue. The percentage adjustment is calculated based on the compound annual growth rate in the per capita property taxes levied for five preceding fiscal years. State law allows local governments to adopt a higher millage rate based on the following approval of the governing body: 1) a majority vote to adopt a rate equal to the adjusted current year rolled-back millage rate plus an adjustment for growth in per capita Florida personal income; 2) a two-thirds vote to adopt a rate equal to the adjusted current year roll back millage rate plus 10%; or, 3) any millage rate approved by unanimous vote of the governing body or voter approved referendum.

T. On-behalf Payments

The City receives on-behalf payments from the State of Florida to be used for Police Officers and Firefighters pension benefits. These on-behalf payments are recorded as intergovernmental revenue and public safety expenditures in the GAAP basis government-wide and General Fund financial statements, but are not budgeted and therefore are not included in the General Fund budgetary comparison statement. On-behalf payments to the City totaled $1,614,628 for the fiscal year ended September 30, 2018.

U. Interfund Transactions

Transactions between funds during the year consisted of loans, services provided, reimbursements and transfers. Loans are reported in the fund financial statements as *Due from Other Funds* and *Due to Other Funds* as appropriate and are subject to elimination in the government-wide financial statements. The outstanding balances between funds result mainly from the time lag between the dates that 1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made.

Services, deemed to be reasonably equivalent in value, are treated as revenue and expenditures/expenses. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are presented as transfers. Transfers within the governmental and business-type activities are eliminated in the government-wide financial statements.

V. Use of Estimates

Management uses estimates and assumptions in preparing financial statements in accordance with GAAP. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses/expenditures. Actual results could vary from the estimates that were used.

W. Implementation of GASB Statements

The following GASB Statements were effective for the City during the fiscal year ended September 30, 2018:

- GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions,* established new accounting and financial reporting requirements for governments whose employees are provided with other postemployment benefits (OPEB), as well as certain nonemployer governments that have a legal obligation to provide financial support for OPEB provided to employees of other entities.

1. Summary of Significant Accounting Policies (Continued)

W. Implementation of GASB Statements (Continued)

- GASB Statement No. 81, *Irrevocable Split-Interest Agreements*, provided accounting and financial reporting guidance for irrevocable split-interest agreements in which a government is a beneficiary and required a government recognize assets representing the beneficial interest in the irrevocable split-interest agreement administered by a third party if the government controls the present service capacity of the beneficial interests.
- GASB Statement No. 85, *Omnibus 2017*, addressed practice issues that have been identified during implementation and application of certain GASB Statements including topics related to blending component units, goodwill, fair value measurement and application, and postemployment benefits.
- GASB Statement No. 86, *Certain Debt Extinguishment Issues*, provided consistency in accounting and financial reporting for in-substance defeasance of debt by providing guidance for transactions in which only existing resources, other than the proceeds of refunding debt, are placed in an irrevocable trust for the sole purpose of extinguishing debt. This statement also addressed accounting and financial reporting for prepaid insurance on debt that is extinguished and disclosures for debt that is defeased in-substance.

In addition, the City early adopted the provisions of GASB Statement No. 89, *Accounting for Interest Cost Incurred Before the End of a Construction Period*, which required that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus.

Restatement for Implementation of GASB Statements – The implementation of GASB Statement No. 75 resulted in a restatement that decreased the beginning net position of the City's government-wide financial statements by $1,422,213 and decreased the beginning net position of Proprietary Funds financial statements by $2,367,540, to record the total OPEB liability for the City's defined benefit OPEB plans at October 1, 2017. The implementation of other GASB Statements effective for the year ended September 30, 2018 had no effect on the previously reported amounts in the City's financial statements.

X. Recent Accounting Pronouncements

The Governmental Accounting Standards Board has also issued new Statements effective in future years. Management has not completed its analysis of the effects, if any, of these GASB statements on the financial statements of the City:

- GASB Statement No. 83, *Certain Asset Retirement Obligations*, addresses accounting and financial reporting for certain asset retirement obligations (AROs). Statement No. 83 establishes criteria for determining the timing and pattern of recognition of a liability and a corresponding deferred outflow of resources for AROs. Statement No. 83 also requires disclosure of information about the government's AROs, including the methods and assumptions used for estimating liabilities and the estimated remaining useful life of the associated tangible capital assets. The requirements of this statement will be effective for the City for the fiscal year ending September 30, 2019.
- GASB Statement No. 84, *Fiduciary Activities*, establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria is on (1) whether a government is controlling the assets of the fiduciary activity, and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities. The requirements of this statement will be effective for the City for the fiscal year ending September 30, 2020.

1. **Summary of Significant Accounting Policies (Continued)**

X. **Recent Accounting Pronouncements (Continued)**

- GASB Statement No. 87, *Leases*, addresses accounting and financial reporting for leases by governments. The statement requires recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. The requirements of this statement will be effective for the City for the fiscal year ending September 30, 2021.
- GASB Statement No. 88, *Certain Disclosures Related to Debt, Including Direct Borrowings and Direct Placements*, addresses the information that is disclosed in notes to government financial statements related to debt, including direct borrowings and direct placements. The Statement requires additional note disclosures regarding debt, including unused lines of credit, assets pledged as collateral for debt, and terms specified in debt agreements related to significant events of default with finance related consequences, significant termination events with finance related consequences and significant acceleration provisions. The requirements of this statement will be effective for the City for the fiscal year ending September 30, 2019.
- GASB Statement No. 90, *Majority Equity Interests – an Amendment of GASB Statements No. 14 and No. 61*, defines a majority equity interest and specifies the basis for measurement of a majority equity interest in a legally separate organization. The requirements of this statement will be effective for the City for the fiscal year ending September 30, 2020.

2. **Stewardship, Compliance, and Accountability**

A. **Concentration of Credit Risk**

The City performs ongoing credit evaluations of its customers and generally does not require collateral, except for customer deposits in the City's Water and Sewer Fund. The City maintains an allowance for uncollectible accounts at a level which management believes is sufficient to cover potential credit losses. Generally, the allowance includes accounts over 90 days past due. Accounts receivable are written off on an individual basis in the year the City deems them uncollectible. Subsequent collections on accounts that were previously written off are recorded as revenue in the year received.

B. **Encumbrances**

Encumbrance accounting, under which purchase orders, contracts and other commitments for the expenditure of funds are recorded in order to reserve that portion of the applicable appropriation, is employed as part of the budgetary accounting system in the general, special revenue and capital projects funds. The City records encumbrances as an appropriation of fund balance until expended or accrued as a liability of the fund.

C. **Budgets and the Budgeting Process**

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

1) Prior to July 15, the City Manager submits a tentative budget to the City Commission for consideration and approval. The budget is prepared by fund, function and activity, and is made available to the public at this time.
2) Informal budget workshops are held by the City Commission to review the proposed budget and to obtain public comment.
3) The City advises the Palm Beach County Tax Collector of the proposed millage rate, the rolled-back millage rate, and the day, time and place of the public hearing for budget acceptance.
4) The public hearing is held to obtain final taxpayer input and to adopt the final budget.

2. Stewardship, Compliance, and Accountability (Continued)

C. Budgets and the Budgeting Process (Continued)

5) The budget and related millage rates are legally enacted through passage of an ordinance.

6) Changes or amendments to the total budgeted expenditures of a fund and transfers between funds must be approved by the City Commission. There were four budget amendments that increased the General Fund budgeted revenues and expenditures by $4,246,145 for the year ended September 30, 2018. Various other non-major funds were adjusted to recognize additional revenues and unforeseen expenditures and to provide a budget for various transfers, including a wage increase for employees. Department heads may transfer appropriations within a department with the approval of the Financial Services Department. Changes or amendments to total budgeted expenditures of a department require approval of the City Manager. Accordingly, the legal level of control for budget appropriations is exercised at the fund level.

Appropriated budgets are legally adopted on a modified-accrual basis, excluding General Fund on-behalf payments from the State for Police Officers' and Firefighters' pensions, for the following funds: 1) General Fund; 2) Boynton Beach CRA Special Revenue, Local Option Gas Tax, Community Improvements, Public Art, Recreation Program, Boynton Beach Memorial Park (special revenue funds); 3) Public Service Tax Debt Service (debt service fund); and, 4) General Capital Improvements (capital projects fund). The General Fund revenues and expenditures reported in the Statement of Revenues, Expenditures and Changes in Fund Balances–Budget and Actual differ from the revenues and expenditures reported on the GAAP Basis. The General Fund differences are reconciled as follows:

	Revenues	Expenditures
Budgetary basis	$ 71,191,508	$ 84,929,647
On-behalf payments for pension benefits	1,614,628	1,614,628
GAAP basis	$ 72,806,136	$ 86,544,275

Non-appropriated budgets are prepared for the City's enterprise funds (Water and Sewer Fund, Sanitation Fund, and Golf Course Fund) and internal service funds (Vehicle Service Fund, Warehouse Fund and Self Insurance Fund). The operations of the following funds: 1) Grants, FEMA Hurricane, SHIP Grant, CDBG Grant, Traffic Safety, Green Building and Community Services (special revenue funds); 2) Boynton Beach CRA Debt Service (debt service fund); 3) Parks & Recreational Facilities, Boynton Beach CRA Bond Projects and Local Government Surtax Improvement (capital projects funds); and, 4) all fiduciary funds are non-budgeted financial activities.

D. Deficit Fund Equity

The Grants Fund and Community Improvements Fund (special revenue funds) had deficit fund balances of $137,454 and $81,797, respectively, at September 30, 2018. For the Grants Fund, the deficit was caused by program expenditures that were paid but not eligible for reimbursement until 60 days after the end of the current fiscal year. For the Community Improvements Fund, the deficit was caused by lower than expected revenues for the City's low-income home improvement program. The City anticipates receiving these funds or cutting expenditures for these programs in fiscal year 2019. The expenditures within this fund have been consistent; however, the revenues fluctuate year to year. The City anticipates that revenues will increase over the next two fiscal years as larger new projects begin.

The Sanitation Fund (proprietary fund) had a deficit net position of $3,505,866 at September 30, 2018. The deficit was originally caused by the implementation of GASB Statement 68. The City plans to recover the deficit over several years from future operating revenues. The Warehouse Fund and Self Insurance Fund (internal service funds) had a deficit net position of $135,064 and $2,977,792, respectively, at September 30, 2018, which was caused by the implementation of GASB Statement 68 and higher than anticipated claims payouts for the Self Insurance Fund. The City plans to increase charges over the next two fiscal years to cover the deficits.

3. Detailed Notes on All Funds

A. Deposits with Financial Institutions

The City's deposits with financial institutions were entirely covered by a combination of federal depository insurance and a collateral pool pledged to the State Treasurer of Florida by financial institutions which comply with the requirements of Florida Statutes and have been designated as a *qualified public depository*. Qualified public depositories are required to pledge collateral to the State Treasurer with a market value equal to a percentage of the average daily balance of all governmental deposits in excess of available federal deposit insurance. In the event of a default by a qualified public depository, all claims for government deposits would be satisfied from the federal deposit insurance, pledged collateral and, if necessary, an assessment to other qualified public depositories. Accordingly, the City's deposits are considered fully insured or collateralized.

B. Investments

The City has adopted an investment policy to establish guidelines for the efficient management of its cash reserves. The investment policy limits permitted investments to the following:

a. U.S. Government securities and U.S. Government Agency obligations;

b. Florida Prime administered by the Florida State Board of Administration;

c. Florida Municipal Investment Trust administered by the Florida League of Cities;

d. Certificates of deposit or savings accounts in State-certified qualified public depositories;

e. Repurchase agreements;

f. Money market mutual funds, with portfolios limited to direct obligations of the U.S. Government or any Agency or Instrumentality thereof;

g. Commercial paper of any U.S. company that is rated at least "P-1" by Moody's and "A-1" by Standard & Poor's (S&P); and,

h. Corporate notes issued by U.S. corporations or by depository institutions licensed by the United States that have a long-term debt rating at the time of purchase, of at least "Aa" by Moody's and "AA" by S&P.

The investment policy of the General Employees' Pension Fund limits investments to the following:

a. Direct obligations of the U.S. Government with a maturity of one year or less;

b. Commercial paper with a maturity of 270 days or less and rated "Prime 1" by Moody's and "A-1" by S&P;

c. A money market mutual fund or short term investment fund provided by the Plan's custodian;

d. Bankers Acceptances issued by the largest 50 banks in the United States (in terms of total assets);

e. Corporate obligations issued by a corporation organized under the laws of the United States, any state or organized territory of the United States, or the District of Columbia;

f. Fixed income securities below investment grade (BBB) cannot exceed 15% of the fixed income portfolio;

g. The duration of the fixed income portfolio cannot exceed 135% of the duration of the Barclay's Capital Aggregate Bond Index;

h. Mortgage-backed securities guaranteed or fully insured by Ginnie Mae (formerly the Government National Mortgage Association), the Federal Home Loan Mortgage Corporation (FHLMC), Fannie Mae (formerly the Federal National Mortgage Association), or rated "Aaa" by Moody's or "AAA" by S&P;

i. Common stocks, with investments in stocks of foreign companies limited to 20% (at cost) of the total investment portfolio and stocks publicly traded for less than one year limited to 15% of the equity portfolio;

j. Mutual funds, commingled funds, limited partnerships, real estate held in commingled funds, and absolute or real return investments held in commingled funds.

3. Detailed Notes on All Funds (Continued)

B. Investments (Continued)

The investment policy of the Police Officers' Pension Fund limits investments to the following:

a. Time or saving accounts of a national bank, a state bank insured by the Bank Insurance Fund, or a savings and loan association insured by the Saving Insurance Association Insurance Fund which is administered by the Federal Deposit Insurance Corporation or a state or federal chartered credit union whose share accounts are insured by the National Credit Union Share Insurance Fund;

b. Obligations issued by the U.S. Government or obligations guaranteed as to principal and interest by the government of the United States;

c. Bonds issued by the State of Israel;

d. Bonds, stocks, or other evidences of indebtedness issued or guaranteed by a corporation organized under the laws of the United States or the District of Columbia provided the corporation is listed on one or more of the recognized national exchanges or on the National Market System of the NASDAQ stock market and, in the case of bonds only, the average rating of such bonds shall be no lower than "AA" by S&P;

e. Real estate investment trusts (REIT'S); and,

f. Commingled stock, bond, or money market funds and institutional mutual funds whose investments are restricted to securities meeting the criteria outlined above. Investments in stocks and convertible securities are limited to 65% of the portfolio cost.

Investments of the Firefighters' Pension Fund are subject to limitations set forth in Florida Statute Section 215.47 and are limited to the following:

a. Bonds, notes, or other obligations of the United States or those guaranteed by the United States or for which the credit of the United States is pledged for the payment of the principal and interest or dividends thereof and notes, bonds, or other obligations of agencies of the United States;

b. State bonds pledging the full faith and credit of the state and revenue bonds additionally secured by the full faith and credit of the state;

c. Certificates of deposit or savings accounts in state certified qualified public depositories;

d. Bankers Acceptances, which are accepted by a member bank of the Federal Reserve System having total deposits of not less than $400 million;

e. Commercial paper, of prime quality of the highest letter and numerical rating as provided for by at least one nationally recognized rating service;

f. Negotiable certificates of deposit by domestic or foreign financial institutions in United States dollars;

g. Common stocks, preferred stocks, pooled equity funds, and foreign stocks provided that the investments in stocks and convertible securities are limited to 70% of the portfolio cost; and,

h. Securities of, or other interests in any open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, wherein the portfolio is limited to U.S. Government obligations and to repurchase agreements fully collateralized by such U.S. Government obligations.

3. Detailed Notes on All Funds (Continued)

B. Investments (Continued)

A summary of deposits and investments reported on the statement of net position and statement of fiduciary net position for the City is as follows:

	Pooled Cash and Investments		Pension Cash and Investments		
	Unrestricted	Restricted	Cash	Investments	Total
Governmental activities	$ 55,273,062	$ -	$ -	$ -	$ 55,273,062
Business-type activities	26,246,058	62,434,995	-	-	88,861,053
Total statement of net position	81,519,120	62,434,995	-	-	143,954,115
Pension Trust Funds	-	-	1,189,529	394,893,148	366,082,677
Total deposits and investments	$ 81,519,120	$ 62,434,995	$ 1,189,529	$ 394,893,148	$ 540,036,792

The following summary presents the components of the City's pooled cash and investments, cash and investments at September 30, 2018:

	Fair Value		
	Unrestricted	Restricted	Pension
Cash:			
Petty cash	$ 6,288	$ -	$ -
Deposits with financial institutions	48,625,045	16,844,586	1,189,529
Total cash	48,631,333	16,844,586	1,189,529
Investments:			
Money market mutual funds	32,877,787	-	5,253,913
Florida Municipal Investment Trust:			
0-2 Year High Quality Bond Fund	-	4,641,615	-
1-3 Year High Quality Bond Fund	-	22,462,410	-
Intermediate High Quality Bond Fund	-	18,486,384	-
U.S. Government and Agency obligations	-	-	23,280,160
Mortgage-backed securities	-	-	3,819,593
Corporate obligations	-	-	11,604,631
Fixed income investment funds	-	-	8,180,050
Equity securities	-	-	94,988,032
Equity mutual funds	-	-	47,536,140
Equity investment funds	-	-	37,311,420
International equity investment funds	-	-	18,061,651
Alternative investments:			
Equity investment funds	-	-	65,545,141
Fixed income investment funds	-	-	33,520,844
Real estate investment funds	-	-	45,791,573
Total investments	32,887,787	45,590,409	394,893,148
TOTAL	$ 81,519,120	$ 62,434,995	$ 396,082,677

Fair Value of Investments: The City follows the provisions of GASB Statement No. 72, *Fair Value Measurement and Application*, which establishes a framework for measuring the fair value of investments in a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives highest priority to unadjusted quoted prices in active markets for identical assets (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under GASB Statement No. 72 are described below:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets in active markets that the City has the ability to access at the measurement date.

3. Detailed Notes on All Funds (Continued)

B. Investments (Continued)

Level 2: Inputs to the valuation methodology include the following:

- Quoted prices for similar assets in active markets.
- Quoted prices for identical or similar assets in inactive markets.
- Inputs other than quoted prices that are observable for the assets.
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset has a specified contractual term, the Level 2 input must be observable for substantially the full term of the asset.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement. These unobservable inputs reflect the entity's own estimates for assumptions that market participants would use in pricing the asset or liability. Valuation techniques would typically include discounted cash flow models and similar techniques, but may also include the use of market prices of assets that are not directly comparable to the subject asset.

The fair value measurement of an asset within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. The categorization of an investment within the fair value hierarchy is based upon the pricing transparency of the investment and does not necessarily correspond to the City's perceived risk of that investment.

Valuation Methodologies: The valuation methods and assumptions used by the City in estimating the fair value of financial instruments measured at fair value on a recurring basis under GASB Statement No. 72, were as follows:

Equity securities, equity investment funds and equity mutual funds: Valued at the closing price or net asset value reported on the active exchange on which the individual securities and mutual funds are actively traded.

U.S. Government and Agency obligations, mortgage-backed securities, corporate obligations and fixed income investment funds: Valued at the closing price reported on the active exchange on which the individual securities are actively traded. Securities that are not actively traded are valued by the investment manager using a matrix pricing technique based on the securities' relationship to quoted benchmark prices. Certain fixed income investment funds include private corporate obligations that are not traded and are valued by the investment manager using proprietary models.

Investments measured at net asset value (NAV): The Florida Municipal Investment Trust, certain equity investment funds, certain fixed income investment funds and real estate investment funds are valued at the unadjusted NAV per share at September 30, 2018, calculated in a manner consistent with GAAP for external governmental investment pools and private investment companies based on the fair value of the underlying fund investments as determined by the fund manager, if available, or by valuations of a fund's underlying assets as provided by the general partner or investment manager, since the assets are not publicly traded. Real estate values are based upon appraisals performed for assets held by the fund, or estimated by the fund manager, if appraisals are not performed or available. The fair value of real estate is the price that would be received if the asset was sold to a market participant assuming the highest and best use of each asset at the measurement date. The equity and fixed income investment funds are not publicly traded and invest in various types of equity or fixed income securities, as applicable. These alternative investment funds may hold certain investments which may be valued by a single market maker. While the fund managers use their best judgment in estimating the fair values of underlying investments, there are inherent limitations in any estimation technique. Accordingly, the fair values of the investment funds may be estimated by the management of the pension funds and their investment advisors in the absence of readily ascertainable market values.

3. Detailed Notes on All Funds (Continued)

B. Investments (Continued)

The methods and assumptions described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. While the City believes its valuation methodologies are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine fair value of certain financial instruments could result in a different fair value measurement at the reporting date. There were no changes in the methods and assumptions used for the year ended September 30, 2018.

Fair Value of Investments: The financial assets measured at fair value on a recurring basis include the City's investments. There were no liabilities measured at fair value on a recurring basis at September 30, 2018. The fair value of the City's investments at September 30, 2018 is summarized as follows:

	Fair Values at September 30, 2018			
	Level 1	Level 2	Level 3	Total
Fixed Income Investments				
U.S. Government and Agency obligations	$ -	$ 23,280,160	$ -	$ 23,280,160
Mortgage-backed securities	-	3,819,593	-	3,819,593
Corporate obligations	-	11,604,631	-	11,604,631
Fixed income investment funds	-	6,697,654	1,482,396	8,180,050
Total debt securities	-	45,402,038	1,482,396	46,884,434
Equity Investments				
Equity securities	94,988,032	-	-	94,988,032
Equity mutual funds	47,536,140	-	-	47,536,140
Equity investment funds	37,311,420	-	-	37,311,420
International equity investment funds	18,061,651	-	-	18,061,651
Total equity securities	197,897,243	-	-	197,897,243
Total investments by level	$ 197,897,243	$ 45,402,038	$ 1,482,396	244,781,677
Investments measured at NAV				
Florida Municipal Investment Trust				45,590,409
Alternative investment funds:				
Equity investment funds				65,545,141
Fixed income investment funds				33,520,844
Real estate investment funds				45,791,573
Total investments at NAV				190,447,967
Total fair value				$ 435,229,644

The reported fair values for the alternative investment funds may differ significantly from the values that would have been used had a ready market for the underlying funds existed and the differences could be material. Future confirming events will affect the estimates of fair value, and the effect of such events on the estimates of fair value could be material. The alternative investment funds also expose the pension funds to additional investment risks, including liquidity risks; counterparty and custody risks; foreign political, economic and governmental risks; and, market risk. The fixed income alternative investment funds have a remaining funding commitment of $1,246,753 at September 30, 2018. There were no lock-up periods for any investments at September 30, 2018. The alternative investment funds were redeemable with advance notice and approval of the investment fund manager.

3. Detailed Notes on All Funds (Continued)

B. Investments (Continued)

Credit Risk: Credit risk is the risk that a debt issuer will not fulfill its obligations. The investment policies of the City and the pension funds utilize portfolio diversification to control this risk as well as limiting investments to investment grade (BBB) securities as rated by nationally recognized statistical rating agencies at the time of purchase. The S&P rating for each Florida Municipal Investment Trust investment pool was AAAf/S1 and money market mutual funds were rated AAAm. The S&P ratings for the Pension Funds' investments at September 30, 2018, are summarized as follows:

Investment Type	Rating	Fair Value
U.S. Government and Agency obligations	AAA to AA	$ 23,280,160
Mortgage-backed securities	Not Rated	3,819,593
Corporate obligations	AA+ to B	11,604,631
Fixed income investment funds	AA	29,173,271
Fixed income investment funds	Not Rated	12,527,623

Custodial Credit Risk: Custodial credit risk is defined as the risk that the City may not recover cash and investments held by another party in the event of financial failure. The City investment policy requires cash and investments to be fully insured or collateralized, or held in independent custodial safekeeping accounts in the City's name. At September 30, 2018, all investments were held in independent custodial safekeeping accounts, except for investments considered unclassified pursuant to GASB Statement No. 3, as amended, which include the Florida Municipal Investment Trust funds, money market mutual funds, equity mutual funds, equity and fixed income investment funds and real estate investment funds.

Concentration of Credit Risk: Concentration of credit risk is defined as the risk of loss attributed to the magnitude of an investment in a single issuer. For all investments of the City, including those in the City's three pension funds, securities of a single issuer are limited to no more than 5% of the Plan's total investments.

Interest Rate Risk: Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment in debt securities. Generally, the longer the time to maturity, the greater the exposure to interest rate risks. The City's investment policy limits the maturities of investments to five years from the date of purchase, unless the investment is matched with a specific cash flow. The investment policies of the three pension funds provide no specific limitations on the maturity of investments, but require the investment portfolios to be structured in a manner as to provide sufficient liquidity to pay obligations as they come due. To the extent possible, investment maturities are matched with known cash needs and anticipated cash-flow requirements.

The table below summarizes the scheduled maturities of fixed income investments of the City's General Employees' Pension Trust Fund at September 30, 2018:

	Fair Value of Investment Maturities			
	Less Than One Year	One to Five Years	Six to Ten Years	More Than Ten Years
General Employees' Pension Trust Fund:				
U.S. Government and Agency obligations	$ 294,210	$ 3,393,433	$ 4,364,531	$ 3,530,049
Mortgage-backed securities	-	-	148,127	3,671,466
Corporate obligations	63,046	5,083,835	1,506,378	203,718
Total Fair Value	$ 357,256	$ 8,477,268	$ 6,019,036	$ 7,405,233

3. Detailed Notes on All Funds (Continued)

B. Investments (Continued)

The table below summarizes the average effective duration of the City's investments in the Florida Municipal Investment Trust funds and the fixed income investments of the Police Officers' and Firefighters' Pension Funds at September 30, 2018:

	Fair Value	Effective Duration
City - Florida Municipal Investment Trust:		
0-2 Year High Quality Bond Fund	$ 4,641,615	0.67 years
1-3 Year High Quality Bond Fund	22,462,410	1.44 years
Intermediate High Quality Bond Fund	18,486,384	3.75 years
Police Officers' Pension Fund:		
Fixed income investment funds	29,173,271	6.3 years
Firefighters' Pension Fund:		
U.S. Government and Agency obligations	11,697,937	4.8 years
Corporate obligations	4,747,654	4.6 years
Fixed income investment funds	12,527,623	Unknown

The average effective duration of the money market mutual fund investments held by the City and its pension trust funds is less than 90 days.

Foreign Currency Risk: Foreign currency risk includes the risk of revaluation of currencies, high rates of inflation, repatriation restrictions on income and capital, and future adverse political, social, and economic developments. Moreover, securities of foreign governments may be less liquid, subject to delayed settlements, taxation on realized and unrealized gains, and their price may be more volatile than those of comparable securities in U.S. Companies. At September 30, 2018 the Pension Trust Funds' investments included $18,061,651 invested in a U.S. dollar denominated international equity investment fund.

Other Risks: The value, liquidity, and related income of certain securities held by FMIT and in the City's Pension Trust Funds that have contractual cash flows, such as mortgage-backed securities, collateralized mortgage obligations, and alternative investments or mutual funds investing in these types of securities or entities, are particularly sensitive to changes in financial markets and economic conditions, including real estate values, delinquencies or defaults, or both, and may be adversely affected by shifts in the market's perception of the issuers and changes in interest rates. In addition, such securities are also subject to prepayment risk and liquidity risk which can adversely affect the fair value and/or income of the investment.

Due to the various risks associated with the City's investments, it is at least reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the accompanying financial statements.

3. Detailed Notes on All Funds (Continued)

C. Receivables

Receivables (excluding restricted assets - accounts receivable) for the City's individual major funds and non-major funds in the aggregate, including the applicable allowances for uncollectible accounts, at September 30, 2018 are as follows:

	Delinquent Property Taxes	Receivables, Billed Services	Receivables, Unbilled Services	Due From Other Governments	Public Services Taxes	Allowances for Uncollectible Accounts	Total Receivables, Net
General Fund	$ 284,728	$ 6,318,765	$ -	$ 618,702	$ -	$ (2,399,363)	$ 4,282,832
Boynton Beach CRA Special Revenue Fund	-	7,128	-	-	-	-	7,128
Non-Major Governmental Funds	-	112,247	57,205	926,644	555,934	(9,438)	1,642,592
Water and Sewer Fund	-	3,548,987	1,968,813	-	-	(421,794)	5,096,006
Sanitation Fund	-	1,290,482	449,743	5,907	-	(462,603)	1,283,529
Other Non-Major Enterprise Fund	-	3,525	-	-	-	-	3,525
Total	$ 284,728	$ 11,281,134	$ 2,475,761	$ 1,551,253	$ 555,934	$ (3,833,198)	$ 12,315,612

The amounts due from other governments at September 30, 2018 are summarized as follows:

Due from Palm Beach County	$ 234,558
Due from State of Florida	1,311,632
Due from U.S. Government	5,063
Total due from other governments	$ 1,551,253

The CRA established a Homebuyer Assistance Program to assist residents with the purchase of a home by providing a subsidy of up to $50,000 per homeowner. The subsidy is secured by a mortgage and a note payable on the residence, which require repayment by the property owner only under certain circumstances, such as the sale of the property, and is forgiven if the homeowner remains in the home for the full term specified in the agreement. The amount of these notes receivable outstanding at September 30, 2018, totaled $1,394,672. Given the nature of these loans and that there is no right to demand payment; the CRA does not expect to collect the receivables. Accordingly, the CRA charges the homeowner loans to expenditures when approved and does not recognize these notes receivable in the financial statements.

The City has a Community Development Block Grant with the U.S. Department of Housing and Urban Development (HUD) to assist local property owners with rehabilitation and preservation of their personal residence. The assistance is secured by a mortgage note payable on the residence, which requires repayment by the property owner only under certain circumstances, such as the sale of the property, and is forgiven if the property owner remains in the property for the full term specified in the agreement, typically ten years. The amount of these mortgages receivable outstanding at September 30, 2018 totaled $4,246,279. Given the nature of these loans and that there is no right to demand payment; the City does not expect to collect the receivables. Accordingly, the City charges the homeowner loans to expenditures when approved and does not recognize these notes receivable in the financial statements.

D. Restricted Assets

In connection with City ordinances governing the issuance of water and sewer system revenue bonds, the City is required to invest and restrict pooled cash and investments and accounts receivable held for customer deposits, bond requirements and unspent bond proceeds held for capital improvements of the water and sewer system.

3. Detailed Notes on All Funds (Continued)

D. Restricted Assets (Continued)

The restricted assets and liabilities payable from restricted assets in the Water and Sewer Fund at September 30, 2018, are summarized as follows:

	Restricted for			
	Customer Deposits	Revenue Bond Covenants	Capital Improvements	Total
Restricted Assets:				
Pooled cash and investments	$ 1,441,762	$ 7,331,384	$ 53,661,849	$ 62,434,995
Accounts receivable	38,722	-	-	38,722
Total restricted assets	1,480,484	7,331,384	53,661,849	62,473,717
Liabilities Payable from Restricted Assets:				
Customer deposits	(1,480,484)	-	-	(1,480,484)
Revenue bonds payable, current	-	(3,605,000)	-	(3,605,000)
Accrued revenue bond interest	-	(1,427,000)	-	(1,427,000)
Contracts payable	-	-	(2,454,265)	(2,454,265)
Total liabilities	(1,480,484)	(5,032,000)	(2,454,265)	(8,966,749)
Net restricted assets	-	2,299,384	51,207,584	53,506,968
Less unspent bond proceeds allocated to revenue bonds payable	-	-	(51,207,584)	(51,207,584)
Net position restricted for revenue bond covenants	$ -	$ 2,299,384	$ -	$ 2,299,384

E. Investment in Regional Wastewater Treatment Plant

In 1974, the City joined with the City of Delray Beach to form the South Central Regional Wastewater Treatment and Disposal Board (the "Board"), an independent special district. The Board, which is governed by a body composed of the Commission members from each city, oversees the operation of the Regional Wastewater Treatment Plant which services both cities and surrounding areas. The interlocal agreement between the City and the City of Delray Beach specifies that the Board has the authority to accept and disburse funds, transact business and enter into contracts for budgeted items. In addition, the Board has the authority, subject to approval by a majority vote of each City Commission before becoming effective, to adopt an annual budget, establish rates and charges for operations, maintenance, expansion and construction, enter into contracts for non-budgeted items and authorize the return of any surplus funds or levy additional charges for deficits of the Board to the respective cities. No debt has been authorized or issued by the Board.

Ownership of the Regional Wastewater Treatment Plant is vested proportionately with the cities in accordance with the capital investments of each city, which to date are approximately 50% each. The Board charges each city for its share of the Board's operating expenses based on the percentage flow of wastewater from each city. For the year ended September 30, 2018, the City accounted for approximately 50% of the total wastewater flow treated by the Board, and approximately 50% of the Board's operating expenses were billed to the City.

The City accounts for its investment in the Board as a joint venture recorded on the equity method of accounting. At September 30, 2018, the City's 50% equity interest in the net position of the Board totaled $18,256,101 plus land purchased by the City in the amount of $554,612 for a total investment of $18,810,713. This investment has been included in the City's Water and Sewer Enterprise Fund statement of net position as Investment in Joint Venture.

At September 30, 2018, the City had a receivable from and a payable to the Board of $428,793 and $324,522, respectively. For the year ended September 30, 2018, the City paid approximately $5.1 million to the Board for operating expenses, repairs and replacement and capital charges. Each individual city is responsible for setting the rates and collecting charges for wastewater disposal from customers within its jurisdiction. Financial information relating to the Board as of and for the years ended September 30, 2018 and 2017 is as follows:

3. Detailed Notes on All Funds (Continued)

E. Investment in Regional Wastewater Treatment Plant (Continued)

Net Position	2018	2017
Current and other assets	$ 23,689,000	$ 7,466,000
Capital assets, net	29,632,000	31,802,000
Total assets	53,321,000	39,268,000
Current liabilities	1,669,000	1,183,000
Noncurrent liabilities	15,139,000	75,000
Total liabilities	16,808,000	1,258,000
Net position	$ 36,513,000	$ 38,010,000

Changes In Net Position		
Charges for services	$ 7,745,000	$ 7,625,000
Capital grants and contributions	2,053,000	1,000,000
Operating expenses	(10,647,000)	(10,492,000)
Operating loss	(849,000)	(1,867,000)
Investment and other revenues	102,000	121,000
Transfers to joint venture participants	(750,000)	(953,000)
Changes in net position	$ (1,497,000)	$ (2,699,000)

Separate, audited financial statements of the Board can be obtained by contacting the South Central Regional Wastewater Treatment and Disposal Board, 1801 North Congress Avenue, Delray Beach, FL 33445.

3. Detailed Notes on All Funds (Continued)

F. Capital Assets

Capital asset activity for the year ended September 30, 2018, was as follows:

	Beginning Balance	Reclassifications	Additions	Deletions	Ending Balance
Governmental activities					
Non-depreciable assets:					
Land	$ 37,624,154	$ -	$ 1,660,843	$ (6,214,144)	$ 33,070,853
Construction in progress	677,677	(4,490)	1,116,298	(24,252)	1,765,233
Total non-depreciable assets	38,301,831	(4,490)	2,777,141	(6,238,396)	34,836,086
Depreciable assets:					
Buildings and improvements	99,535,568	-	2,034,828	-	101,570,396
Machinery, equipment, and vehicles	63,949,677	4,490	7,346,670	(1,917,406)	69,383,431
Infrastructure	15,987,343	-	-	-	15,987,343
Total depreciable assets	179,472,588	4,490	9,381,498	(1,917,406)	186,941,170
Less accumulated depreciation:					
Buildings and improvements	(62,126,311)	-	(2,692,359)	-	(64,818,670)
Machinery, equipment, and vehicles	(52,671,907)	-	(4,923,345)	1,917,406	(55,677,846)
Infrastructure	(12,371,971)	-	(451,817)	-	(12,823,788)
Total accumulated depreciation	(127,170,189)	-	(8,067,521)	1,917,406	(133,320,304)
Total depreciable assets, net	52,302,399	4,490	1,313,977	-	53,620,866
Governmental activities capital assets, net	$ 90,604,230	$ -	$ 4,091,118	$ (6,238,396)	$ 88,456,952

	Beginning Balance	Reclassifications	Additions	Deletions	Ending Balance
Business-type activities					
Non-depreciable assets:					
Land	$ 5,132,225	$ -	$ -	$ -	$ 5,132,225
Intangible	2,910,000	-	-	-	2,910,000
Construction in progress	7,839,076	-	5,017,362	(23,228)	12,833,210
Total non-depreciable assets	15,881,301	-	5,017,362	(23,228)	20,875,435
Depreciable assets:					
Buildings and improvements	120,867,001	-	-	-	120,867,001
Utility lines	188,299,244	-	-	-	188,299,244
Wells	21,924,533	-	-	-	21,924,533
Golf course improvements	2,941,303	-	42,414	(355,572)	2,628,145
Machinery, equipment, and vehicles	29,508,698	-	3,550,343	(64,706)	32,994,335
Total depreciable assets	363,540,779	-	3,592,757	(420,278)	366,713,258
Less accumulated depreciation:					
Buildings and improvements	(58,849,231)	-	(4,476,305)	-	(63,325,536)
Utility lines	(85,322,031)	-	(6,786,809)	-	(92,108,840)
Wells	(18,952,558)	-	(694,153)	-	(19,646,711)
Golf course improvements	(2,592,622)	-	(82,109)	355,572	(2,319,159)
Machinery, equipment, and vehicles	(28,041,248)	-	(630,959)	89,900	(28,582,307)
Total accumulated depreciation	(193,757,690)	-	(12,670,335)	445,472	(205,982,553)
Total depreciable assets, net	169,783,089	-	(9,077,578)	25,194	160,730,705
Business-type activities capital assets, net	$185,664,390	$ -	$ (4,060,216)	$ 1,966	$181,606,140

3. Detailed Notes on All Funds (Continued)

F. Capital Assets (Continued)

Depreciation expense was charged to programs/functions as follows:

Governmental activities		
General government	$	526,265
Public safety		967,173
Physical environment		784,484
Economic environment		1,301
Culture and recreation		1,775,189
Capital assets of the City's internal service funds are charged to functions based on their usage of the assets		3,783,380
Blended component unit		229,729
Total depreciation – governmental activities	$	8,067,521
Business-type activities		
Water and sewer	$	12,540,654
Sanitation		1,298
Non-major enterprise fund:		
Golf course		128,383
Total depreciation – business-type activities	$	12,670,335

G. Interfund Receivables and Payables

Interfund receivable and payable balances at September 30, 2018, are summarized as follows:

	Interfund Receivables	Interfund Payables
General Fund	$ 3,405,698	$ 2,000,000
Special Revenue Funds:		
Grants Fund	-	107,875
CDBG Grant Fund	-	106,027
Capital Improvements Fund	-	10,526
Capital Projects Fund	2,000,000	-
General Capital Improvements Fund		
Sanitation Fund	-	1,745,031
Golf Course Fund	-	974,160
Internal Service Fund:		
Warehouse Fund	-	462,079
Total	$ 5,405,698	$ 5,405,698

The outstanding balances among funds result mainly from the time lag between the dates that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made. These balances also include the amount of working capital loans made to various funds that the General Fund expects to collect in the subsequent year.

3. Detailed Notes on All Funds (Continued)

H. Interfund Transfers

Transfers	General Fund	Non-Major Governmental Funds	Sanitation Fund	Internal Service Funds	Total Transfers Out
General Fund	$ -	$ 20,000	$ -	$ 2,397,186	$ 2,417,186
Boynton Beach CRA Special Revenue Fund	-	11,822,180	-	-	11,822,180
Non-Major Governmental Funds	7,590,850	1,329,640	-	14,263	8,934,753
Water & Sewer Fund	6,367,000	-	-	975,069	7,342,069
Sanitation Fund	1,100,000	-	-	1,283,116	2,383,116
Golf Course Fund	10,000	-	10,000	5,602	25,602
Internal Service Funds	-	-	-	4,876	4,876
Total transfers in	$15,067,850	$ 13,171,820	$ 10,000	$ 4,680,112	$32,929,782

Transfers are used to: (1) pay the payment in lieu of taxes charged to the various enterprise funds by the General Fund, (2) fund the internal service funds in excess of the expense for the current period, and (3) move fund revenues to finance various programs that the government must account for in other funds in accordance with budgetary authorizations, including amounts provided as subsidies or matching funds for various grant programs and excess revenues collected for debt service after the payment of principal and interest due for the current year.

I. Noncurrent Liabilities

Governmental Activities

Changes in governmental activities noncurrent liabilities for the year ended September 30, 2018, were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Public service tax revenue refunding bonds Series 2015	$ 21,830,000	$ -	$ (1,940,000)	$ 19,890,000	$ 1,970,000
CRA Tax increment refunding revenue bonds, Series 2012	12,834,000	-	(1,300,000)	11,534,000	1,331,000
CRA Tax increment refunding revenue bonds, Series 2015	4,285,000	-	(370,000)	3,915,000	380,000
Total bonds payable	38,949,000	-	(3,610,000)	35,339,000	3,681,000
Installment agreements for equipment	-	1,595,140	(867,617)	727,523	130,118
Compensated absences	7,100,217	4,832,309	(5,088,778)	6,843,748	889,687
Provision for insurance losses	4,777,489	2,758,555	(2,681,349)	4,854,695	1,777,545
Total noncurrent liabilities	$ 50,826,706	$ 9,186,004	$(12,247,744)	$ 47,764,966	$ 6,478,350

Compensated absences are typically liquidated by the General Fund. Insurance claims liabilities have typically been liquidated by the Self Insurance Internal Service Fund which mainly serves the governmental funds. Therefore, the long-term liabilities of this fund are included in the governmental activities noncurrent liabilities.

Public Service Tax Revenue Refunding Bonds, Series 2015 - On May 15, 2015, the City issued $24,210,000 Public Service Tax Revenue Refunding Bonds, Series 2015 (the "Series 2015 Bonds"), to advance refund $5,425,000 of the Public Service Tax Revenue Bonds, Series 2004, and $18,190,000 of the Public Service Tax Revenue Refunding Bonds, Series 2006, and to pay the costs associated with the issuance of the Series 2015 Bonds. The refunding resulted in an economic gain (the difference between the present value of the debt service payments of the refunded and refunding bonds) of approximately $2,450,000 and reduced the total debt service

3. Detailed Notes on All Funds (Continued)

I. Noncurrent Liabilities (Continued)

Governmental Activities (Continued)

payments by approximately $2,723,000. The Series 2015 Bonds bear interest at a fixed rate of 1.95% and are payable semi-annually on November 1 and May 1. Principal payments are due beginning on November 1, 2015 through maturity on November 1, 2026. The Series 2015 Bonds are payable from and secured by a pledge of the City's public service tax revenues.

The debt service requirements of the Series 2015 Bonds are as follows at September 30, 2018:

Fiscal Year Ending September 30,	Principal	Interest	Total
2019	$ 1,970,000	$ 368,648	$ 2,338,648
2020	2,095,000	329,013	2,424,013
2021	2,130,000	287,820	2,417,820
2022	2,170,000	245,894	2,415,894
2023	2,215,000	203,142	2,418,142
2024-2027	9,310,000	367,476	9,677,476
	$ 19,890,000	$ 1,801,993	$ 21,691,993

CRA Tax Increment Refunding Revenue Bonds, Series 2012 – Resolution 12-07 of the CRA Board of Commissioners dated October 9, 2012, authorized the issuance of CRA Tax Increment Refunding Revenue Bonds, Series 2012 (the "CRA Series 2012 Bonds"), in the principal amount of $16,185,000 to advance refund $12,665,000 of the CRA Series 2004 Bonds and $3,000,000 of the CRA Series 2005A Bonds. The proceeds of the CRA Series 2012 Bonds were placed in an irrevocable trust to provide resources to purchase U.S. Government securities which were used, along with all interest earnings, for the sole purpose of making future debt service payments on the refunded CRA Series 2004 Bonds and CRA Series 2005A Bonds. The refunding resulted in an economic gain (the difference between the present value of the debt service payments of the refunding and refunded bonds) of $1,182,292 and reduced the total debt service payments by $2,095,052. The outstanding CRA Series 2012 Bonds at September 30, 2018, were $11,534,000 and are due in annual principal installments of $1,331,000 to $1,530,000 plus interest at 2.56% through maturity on October 1, 2026. Principal and interest on the CRA Series 2012 Bonds are payable from and secured by a pledge of the CRA's tax increment revenues.

The debt service requirements of the CRA Series 2012 Bonds are as follows at September 30, 2018:

Fiscal Year Ending September 30,	Principal	Interest	Total
2019	$ 1,331,000	$ 295,270	$ 1,626,270
2020	1,367,000	261,197	1,628,197
2021	1,397,000	226,201	1,623,201
2022	1,439,000	190,439	1,629,439
2023	1,471,000	153,600	1,624,600
2024-2027	4,529,000	232,347	4,761,347
	$ 11,534,000	$ 1,359,054	$ 12,893,054

3. Detailed Notes on All Funds (Continued)

I. Noncurrent Liabilities (Continued)

Governmental Activities (Continued)

CRA Tax Increment Refunding Revenue Bonds, Series 2015 – On March 26, 2015, the CRA authorized the issuance of $5,005,000 Tax Increment Refunding Revenue Bonds, Series 2015 (the "Series 2015 CRA Bonds"), to advance refund the CRA's Tax Increment Revenue Bonds, Series 2005B. The Series 2015 CRA Bonds are structured as a private placement to be issued as additional bonds under Resolution No. 15-01 adopted on March 10, 2015. The payment of principal and interest on the Series 2015 CRA Bonds are secured by a pledge of the CRA's tax increment revenues. Principal and interest at a fixed interest rate of 3.30% on the Series 2015 CRA Bonds is payable through maturity on October 1, 2026. The refunding resulted in an economic gain (the difference between the present value of the debt service payments of the refunded and refunding bonds) of approximately $1,450,000 and reduced the total debt service payments by approximately $1,790,000.

The debt service requirements of the CRA Series 2015 Bonds are as follows at September 30, 2018:

Fiscal Year Ending September 30,	Principal	Interest	Total
2019	$ 380,000	$ 129,195	$ 509,195
2020	395,000	116,655	511,655
2021	410,000	103,620	513,620
2022	420,000	90,090	510,090
2023	435,000	76,230	511,230
2024-2027	1,875,000	132,990	2,007,990
	$ 3,915,000	$ 648,780	$ 4,563,780

Installment Agreements/Capital Leases – The City entered into various installment agreements to finance the purchase of equipment. At September 30, 2018, the cost of equipment held under these agreements was approximately $1,666,000 and the accumulated amortization was approximately $379,000. Amortization expense related to the equipment is included in depreciation expense in the accompanying financial statements. The installment agreements are secured by the related equipment. Future payments through maturity for the City's installment agreements as of September 30, 2018, are as follows:

Fiscal Year Ending September 30,	Amount
2019	$ 145,994
2020	145,994
2021	208,716
2022	283,096
Total minimum payments	783,800
Less amounts representing interest	(56,277)
Outstanding balance at September 30, 2018	$ 727,523

Pledged Governmental Revenues - The City has pledged the future public service tax revenues of the City to repay the outstanding Public Service Tax Revenue Refunding Bonds, Series 2015. The public service tax bonds are payable solely from the public service tax revenues received by the City and are payable through fiscal year 2027. Annual principal and interest payments on the bonds are expected to require less than 25 percent of public service tax revenues. Total principal and interest remaining to be paid on the public service tax revenue bonds at September 30, 2018 is $21,691,993. Principal and interest paid and public service tax revenues received for the current year were $2,346,770 and $10,060,286 respectively.

3. Detailed Notes on All Funds (Continued)

I. Noncurrent Liabilities (Continued)

Governmental Activities (Continued)

The CRA has pledged its future tax increment revenues to repay the outstanding CRA Tax Increment Refunding Revenue Bonds, Series 2012 and 2015. The City has also pledged its full faith and credit to guarantee repayment by the CRA of its outstanding bonds. The tax increment bonds are payable solely from the tax increment revenues received by the CRA and are payable through fiscal year 2027. Annual principal and interest payments on the bonds are expected to require less than 20 percent of the tax increment revenues. Total principal and interest remaining to be paid on the CRA tax increment revenue bonds at September 30, 2018 is $17,456,834. Principal and interest paid for the current year were $2,138,786. Tax increment revenues received by the CRA for the current year were $11,776,329.

Legal Debt Limit - The City's legal debt limit on general obligation debt is based on 10% of the total assessed value of real property and was approximately $841 million at September 30, 2018.

Defeased Bonds

The City and the CRA have defeased certain bonds by placing the proceeds of new bonds in irrevocable trust accounts to provide for all future debt service payments on the defeased bonds. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the City's financial statements. The outstanding principal of the defeased bonds considered extinguished under these funding arrangements is as follows at September 30, 2018:

City of Boynton Beach Public Service Tax Revenue Bonds, Series 2006	$ 17,510,000

Business-type Activities

Changes in business-type activities noncurrent liabilities are as follows for the year ended September 30, 2018:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Water and sewer utility revenue bonds:					
Series 2002	$ 12,870,000	$ -	$ (2,965,000)	$ 9,905,000	$ 3,125,000
Series 2012	44,200,000	-	(460,000)	43,740,000	480,000
Series 2016	23,000,000	-	-	23,000,000	-
Series 2018	-	11,065,000	-	11,065,000	-
Unamortized bond premium	3,205,514	-	(305,467)	2,900,047	-
Total revenue bonds payable	83,275,514	11,065,000	(3,730,467)	90,610,047	3,605,000
Compensated absences	1,681,806	1,130,484	(1,137,174)	1,675,116	217,766
Total noncurrent liabilities	$ 84,957,320	$ 12,195,484	$ (4,867,641)	$ 92,285,163	$ 3,822,766

Compensated absences are typically liquidated by the Water and Sewer, Sanitation and Other Enterprise Funds for which the related employees work.

3. Detailed Notes on All Funds (Continued)

I. Noncurrent Liabilities (Continued)

Business-type Activities (Continued)

Water and Sewer Utility Revenue Refunding Bonds, Series 2002 - The City issued $24,400,000 Utility System Revenue Refunding Bonds, Series 2002 (the "Series 2002 Bonds"), for the principal purpose of refunding the City's outstanding Utility System Revenue Bonds, Series 1992, maturing on and after November 1, 2002. The proceeds from the issuance of the Series 2002 Bonds, together with certain other funds of the City, were used to defease the Series 1992 Bonds. Interest on the Series 2002 Bonds is payable semi-annually on November 1st and May 1st at interest rates ranging from 5.375% to 5.5%. Annual principal payments are due on November 1st through maturity on November 1, 2020. The principal and interest on the Series 2002 Bonds are payable solely from and secured by a pledge of the City's Water and Sewer Utility System revenues.

The debt service requirements of the Series 2002 Bonds are as follows at September 30, 2018:

Fiscal Year Ending September 30,	Principal	Interest	Total
2019	$ 3,125,000	$ 458,838	$ 3,583,838
2020	3,300,000	282,150	3,582,150
2021	3,480,000	95,700	3,575,700
	$ 9,905,000	$ 836,688	$ 10,741,688

Water and Sewer Utility Revenue Bonds, Series 2012 - On February 27, 2012, the City issued $45,895,000 Utility System Revenue Bonds, Series 2012 (the "Series 2012 Bonds"), to finance the cost of approximately $20 million of capital improvements to the City's Water and Sewer Utility System and to refund all of the City's outstanding Utility System Revenue Bonds, Series 2008, maturing on or after November 1, 2012. A portion of the proceeds from the issuance of the Series 2012 Bonds, together with certain other funds of the City, were used to currently refund the Series 2008 Bonds, which were called for full redemption on May 1, 2012. The advance refunding of the Series 2008 Bonds resulted in an economic gain (the difference between the present value of the debt service payments on the Series 2008 Bonds and Series 2012 Bonds) of $1,712,358 and reduced the City's total debt service payments by $2,289,751. Interest on the Series 2012 Bonds is payable semi-annually on November 1st and May 1st at interest rates ranging from 2.0% to 5.0%. Annual principal payments are due on November 1st through maturity on November 1, 2036. The principal and interest on the Series 2012 Bonds are payable solely from and secured by a pledge of the City's Water and Sewer Utility System revenues.

The debt service requirements of the Series 2012 Bonds are as follows:

Fiscal Year Ending September 30,	Principal	Interest	Total
2019	$ 480,000	$ 1,990,462	$ 2,470,462
2020	500,000	1,970,862	2,470,862
2021	520,000	1,950,462	2,470,462
2022	2,565,000	1,882,350	4,447,350
2023	2,695,000	1,764,000	4,459,000
2024-2028	15,770,000	6,627,561	22,397,561
2029-2033	11,695,000	3,117,893	14,812,893
2034-2037	9,515,000	779,900	10,294,900
	$ 43,740,000	$ 20,083,490	$ 63,823,490

3. Detailed Notes on All Funds (Continued)

I. Noncurrent Liabilities (Continued)

Business-type Activities (Continued)

Water and Sewer Utility Revenue Refunding Bonds, Series 2016 - On November 18, 2016, the City issued $23,000,000 Utility System Revenue Refunding Bonds, Series 2016 (the "Series 2016 Bonds"), to finance improvement projects including pipeline rehabilitation in various neighborhood locations, water reuse distribution, completion of the East Plant Rehabilitation and ion exchange, and Seacrest Corridor Improvement Projects and to pay costs associated with the issuance of the Series 2016 Bonds. The Series 2016 Bonds are payable from and secured by a pledge of the Utility System Revenue which includes (1) Net Revenues of the System, (2) certain impact fees, and (3) certain funds and accounts established under the resolution. Interest at 2.45% is payable annually beginning May 1, 2017. Principal payments are due beginning November 1, 2021, through maturity on November 1, 2031. The debt service requirements of the Series 2016 Bonds are as follows:

Fiscal Year Ending September 30,	Principal	Interest	Total
2019	$ -	$ 563,500	$ 563,500
2020	-	563,500	563,500
2021	-	563,500	563,500
2022	1,830,000	541,083	2,371,083
2023	1,860,000	495,881	2,355,881
2024-2028	9,820,000	1,773,191	11,593,191
2029-2032	9,490,000	482,407	9,972,407
	$ 23,000,000	$ 4,983,062	$ 27,983,062

Water and Sewer Utility Revenue Bonds, Series 2018 - On June 8, 2018, the City issued $11,065,000 Utility System Revenue Bonds, Series 2018 (the "Series 2018 Bonds"), to finance capital improvements to the City's Water and Sewer Utility System and to pay for certain costs associated with the issuance of the Series 2018 Bonds. The Series 2018 Bonds are payable from and secured by a pledge of the Utility System Revenue which includes (1) Net Revenues of the System, (2) certain impact fees, and (3) certain funds and accounts established under the resolution. Interest at 3.60% is payable annually beginning November 1, 2018. Principal payments are due beginning November 1, 2019, through maturity of the bonds on November 1, 2037. The debt service requirements of the Series 2012 Bonds are as follows:

Fiscal Year Ending September 30,	Principal	Interest	Total
2019	$ -	$ 357,400	$ 357,400
2020	415,000	390,870	805,870
2021	430,000	375,660	805,660
2022	445,000	359,910	804,910
2023	465,000	343,530	808,530
2024-2028	2,575,000	1,450,530	4,025,530
2029-2033	3,075,000	943,470	4,018,470
2034-2038	3,660,000	338,940	3,998,940
	$ 11,065,000	$ 4,560,310	$ 15,625,310

Bond Resolution 96-88 of the City requires that net operating revenue (as defined in the resolution) of the Water and Sewer Fund be sufficient to provide an amount equal to 110% of the current fiscal year's principal and interest requirements on all outstanding utility system bonds and 100% of all amounts required to meet the current year's reserve account deposit requirements and renewal and replacement fund requirements. The City was in compliance with these requirements for the year ended September 30, 2018.

3. Detailed Notes on All Funds (Continued)

I. Noncurrent Liabilities (Continued)

Business-type Activities (Continued)

Pledged Business-type Revenues - The City has pledged the future net revenues (generally customer revenues, net of specified operating expenses) of the water and sewer utility to repay the outstanding Series 2002, Series 2012, Series 2016 and Series 2018 water and sewer utility revenue bonds issued to finance improvements to the system. The water and sewer utility revenue bonds are payable solely from the utility net revenues and are payable through fiscal year 2038. Annual principal and interest payments on the bonds are expected to require less than 30 percent of utility net revenues. Total principal and interest remaining to be paid on the water and sewer utility revenue bonds is $118,173,550. Principal and interest paid for the current year was $6,686,374. Net water and sewer utility revenues available for debt service for the current year were approximately $24.2 million.

Interest Expense

Total interest costs incurred and paid on all City debt, including the CRA, for the year ended September 30, 2018, totaled $4,326,350 and $4,192,161, respectively.

Defeased Bonds

The City defeased certain Water and Sewer Utility System revenue bonds by placing the proceeds of the new bonds in irrevocable trust accounts to provide for all future debt service payments on the defeased bonds. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the City's financial statements. At September 30, 2018, the outstanding principal of the defeased bonds considered extinguished under these funding arrangements is as follows:

Water and Sewer Utility Revenue Bonds, Series 1992	$ 11,730,000
Water and Sewer Utility Revenue Bonds, Series 1996	445,000
	$ 12,175,000

J. Debt Service Reserve Surety Bonds

The City's Public Service Tax Refunding Revenue Bonds (Series 2006) and Water and Sewer Revenue Bonds (Series 2012), collectively the "Bonds", require the City to maintain debt service reserves equivalent to the maximum principal and interest due in any year through maturity on the Bonds. The Bonds' resolutions provided that the City may purchase a credit facility for the debt service reserve requirements from an institution with the highest credit rating for municipal bonds insured or guaranteed by that institution. The City purchased surety bonds from MBIA Assurance Corp. ("MBIA"), Assured Guaranty Municipal Corporation ("AGM") and Financial Guaranty Insurance Company ("FGIC") to satisfy the debt service reserve requirements for the Bonds at the date of issue. At September 30, 2018, MBIA, AGM and FGIC had credit ratings that were less than the highest rating from Moody's Investor Service, Inc. ("Moody's") and Standard and Poor's ("S&P"), or had their ratings withdrawn by these agencies. The surety bonds outstanding at September 30, 2018, have a credit rating lower than the City's underlying rating of AA- from S&P. City management, in consultation with bond counsel, has determined that the City is not required to obtain new surety bonds or substitute cash and investments to replace the surety bonds from MBIA, AGM and FGIC that were held by the City at September 30, 2018. Accordingly, the debt service reserves for the Bonds are secured only by the original credit facility, which may not be available in the event of nonpayment by the City.

4. Other Information

A. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; natural disasters; and general and automotive liability. The City has a Self Insurance Fund (an Internal Service Fund) to provide coverage for general liability, automotive liability, workers' compensation and property claims.

The liability for claims retained by the City is accrued in the Self Insurance Fund which will be the source of payment for these claims. Insurance claim expense is recognized when it is probable that a loss has been incurred and the amount of the loss can be reasonably estimated, and includes incurred-but-not-reported claims. The result of the process to estimate the claims liability is not an exact amount as it depends on many complex factors, such as inflation, changes in legal doctrines, and damage awards. Accordingly, claims are re-evaluated periodically to consider the effects of inflation, recent claim settlement trends (including frequency and amount of pay-outs), and other economic and social factors. The estimate of the claims liability also includes amounts for incremental claim adjustment expenses related to specific claims and other claim adjustment expenses regardless of whether allocated to specific claims. Estimated recoveries, for example from salvage or subrogation, are another component of the claims liability estimate.

The City also purchased commercial insurance policies to provide excess coverage as follows:

	Individual Claims In Excess of		Maximum
	Per Person	Per Occurrence	Coverage
General liability	$ 200,000	$ 300,000	$ 5 million
Automobile liability	100,000	300,000	2 million
Property	50,000	100,000	5 million
Workers compensation	500,000	500,000	5 million

The City's liability for estimated insurance losses represents the estimated ultimate cost of settling self-insurance liability claims. The liability for estimated insurance losses was estimated by an outside actuary using accepted actuarial methods. These methods consider case-basis reserves established by the City, the rate of loss development on older claims, the effects of incurred-but-not-reported claims and the effects of inflation and other economic factors to determine ultimate cost.

The City has recorded a liability for estimated insurance losses of $4,854,695, of which $1,777,545 is considered to be a current liability. The liability falls within the actuarially determined range, from an actuarial valuation for all claims based upon the date the loss was incurred. Due to the long-term nature of many of these claims, the City considers anticipated investment income in determining the net liability for estimated insurance losses by discounting claims to the estimated present value. At September 30, 2018, the recorded liability for estimated insurance losses of $4,854,695 is based on gross claims of $5,214,808 discounted at an assumed rate of return on investments of 3%. The following summarizes the liability for estimated insurance loss activity for the previous three years:

	Claims Liability Beginning of Fiscal Year	Claims Expense	Claims Paid	Claims Liability End of Fiscal Year
2015-2016	$ 3,729,824	$ 2,429,969	$ (2,163,669)	$ 3,996,124
2016-2017	3,996,124	2,782,608	(2,001,243)	4,777,489
2017-2018	4,777,489	2,758,555	(2,681,349)	4,854,695

For each of the past three years, there have been no settlements that have exceeded the City's insurance coverage.

4. Other Information (Continued)

B. Commitments and Contingencies

Contract Commitments - The City has various long-term contractual obligations for construction projects on which work has not been completed. The balances of these contracts and related commitments as of September 30, 2018, are as follows:

	General Fund	Capital Projects Funds	Other Governmental Funds	Water and Sewer Fund	Other Enterprise Funds	Total
Total contract amount	$ 391,879	$ 8,107,444	$ 5,241,938	$ 18,686,818	$ 488,382	$ 32,916,461
Interim payments on contracts	165,443	1,049,281	367,606	15,652,518	385,765	17,620,613
Remaining contract commitment as of September 30, 2018	$ 226,436	$ 7,058,163	$ 4,874,332	$ 3,034,300	$ 102,617	$ 15,295,848

The contractual commitments of the Water and Sewer Fund will be paid primarily from unspent bond proceeds. The contractual commitments of the General Fund, Capital Projects Funds, Other Governmental Funds and Other Enterprise Funds will be paid from various sources, including future revenues, operating transfers, and available fund equity.

City Operating Lease Commitments - The City entered into various operating lease agreements for office space, library space, Police and Fire functions, and communication services commencing April 2018 with various terms through March 2023. The leases are non-cancelable and include annual increases in base rent of 4% plus payment for real estate taxes, insurance and maintenance of the property. Rent expense totaled approximately $380,000 for the year ended September 30, 2018.

The future minimum lease payments on these operating lease agreements are as follows:

Fiscal Year Ending September 30,	
2019	$ 1,294,917
2020	1,304,036
2021	885,060
2022	103,680
2023	51,840
Total	$ 3,639,533

CRA Operating Lease Commitments - The CRA entered into an operating lease for office space commencing October 2011 with a term of ten years, and base monthly rent and maintenance expenses of approximately $6,400. The lease is non-cancelable for the first six years and includes annual increases in base rent of 4% plus payment for real estate taxes, insurance and maintenance of the property. If terminated during the seventh through tenth year, the CRA is obligated to pay a portion of the monthly rent depending on the termination year. Under the terms of the lease, the CRA was responsible for interior renovations totaling $88,000, of which the landlord will credit the CRA a total of $73,000 proportionately in years 8, 9 and 10 of the lease, unless the CRA terminates the lease. Rent expense totaled approximately $102,000 for the year ended September 30, 2018.

The future minimum lease payments on this operating lease agreement are as follows:

Fiscal Year Ending September 30,	
2019	$ 71,734
2020	95,583
2021	98,610
Total	$ 265,927

4. Other Information (Continued)

B. Commitments and Contingencies (Continued)

Interlocal Agreements - The City approved an Interlocal Agreement with the Town of Ocean Ridge ("Ocean Ridge") to provide Fire Suppression, Emergency Medical and Fire Life Safety services to Ocean Ridge for a 12-year term commencing October 1, 2016 through September 30, 2028. The Agreement provides for Ocean Ridge to pay the City $1,058,853 for the first year of the Agreement with annual increases of 4% thereafter.

The City approved an Interlocal Agreement with the Town of Hypoluxo ("Hypoluxo") to provide Fire Suppression, Emergency Medical and Fire Life Safety services to Hypoluxo for a 7-year term commencing October 1, 2018 through September 30, 2025. The Agreement provides for Hypoluxo to pay the City $436,142 for the first year of the Agreement with annual increases of 4% thereafter.

The City approved an Interlocal Agreement with the Town of Briny Breezes ("Briny Breezes") to provide Police Safety services to Briny Breezes for a 3-year term commencing October 1, 2016 through September 30, 2019. The Agreement provides for Briny Breezes to pay the City $200,000 for the first year of the Agreement with annual increases of 1.5% thereafter. The City also has an Agreement to provide Fire Suppression, Emergency Medical and Fire Life Safety services to Briny Breezes for a 12-year term commencing October 1, 2016 through September 30, 2028. This Agreement provides for Briny Breezes to pay the City $356,725 for the first year of the Agreement with annual increases of 4% thereafter.

The City approved an Interlocal Agreement with the Village of Golf (the "Village") to provide Fire Suppression, Emergency Medical and Fire Life Safety services to the Village for a 10-year term commencing October 1, 2015 through September 30, 2025. The Agreement provides for the Village to pay the City $200,000 for the first year of the Agreement with annual increases of 4% thereafter.

Town Square Project – During 2017 the City Commission approved the *Town Square Project* (the "Project") to redevelop the existing City Hall complex and surrounding properties with a Public-Private Partnership between the City and private development companies pursuant to Florida Statutes Section 287.05712. The Project includes the construction of a new City Hall, Police Station, Fire Station and Library and renovation of the historic Boynton Beach High School building. In addition to the new municipal buildings, the completed Project will include a cultural center, residential and retail spaces, a hotel, public spaces and two parking garages on approximately 22 acres.

The Project is composed of multiple phases. Phase 1 was approved by the City Commission on June 12, 2017, and includes interior and roof rehabilitation of the vacant Boynton Beach High School at a cost of approximately $15 million. Phase 2 was approved by the City Commission on March 13, 2018, and includes renovation of the Boynton Beach High School building into the Boynton Beach Cultural Center at a cost of approximately $11 million. Subsequent phases will include construction of a new, four story City Hall and Library building with a combined 110,000 square feet and an estimated cost of $26.9 million; a new fire station with an estimated cost of $4.8 million; and, a new Police Station with an estimated cost of $19.2 million. The City also plans to construct a District Energy Plant at an estimated cost of $11.5 million which will supply central energy to the new *Town Square* buildings. Two parking garages will be constructed on the site with a total of 465 parking spaces and an estimated cost of $10.3 million.

Costs to demolish the existing City Hall complex, site infrastructure, new buildings, bond costs, developer costs, land lease payment, and contingencies are estimated to total approximately $118.3 million, of which $76 million would be financed by CFP Boynton Beach Town Square, LLC ("CFP"), a Minnesota non-profit corporation and a qualified tax exempt 501(c)(3) charitable organization. CFP will build and finance the Project and lease the properties to the City as they are completed. The CFP debt will not constitute indebtedness or a pledge of the City's general credit or taxing power, but will be secured by a pledge of the City to budget and appropriate, on an annual basis, available non ad valorem revenue sufficient to make the annual rental payments to CFP under the facilities lease agreements.

4. Other Information (Continued)

B. Commitments and Contingencies (Continued)

On August 7, 2018, CFP issued $69,990,000 of Public Finance Authority Capital Improvement Revenue Bonds, Series 2018, for the Project and received net bond proceeds of $76,288,551 at closing, which included $69,990,000 of bond principal, $7,030,251 of original issue premium, less $731,700 of underwriter's fees. CFP deposited the net bond proceeds into separate escrow accounts for construction of the Project and payment of related expenses. The bonds have a maturity date of June 1, 2044. The City's annual lease payments to CFP for the Project properties varies from approximately $3.0 million to $5.2 million over the 25 year term of the facilities lease agreements ending on June 1, 2044. The City's lease payments commence on December 1, 2018 and are due semi-annually on December 1st and June 1st. Title to all facilities will transfer to the City at the end of the leases. The lease payments and all Project facilities are pledged as collateral for the Series 2018 Bonds. The future annual lease payments due to CFP under the facilities lease agreements are summarized as follows:

Fiscal Year Ending September 30,	City Hall	Police Station	Fire Station	Totals
2019	$ 1,976,079	$ 820,741	$ 204,060	$ 3,000,880
2020	2,953,174	1,226,565	304,959	4,484,698
2021	2,952,268	1,226,189	304,866	4,483,323
2022	2,953,469	1,226,910	305,045	4,485,424
2023	2,952,436	1,226,259	304,883	4,483,578
2024-2028	15,216,008	6,319,785	1,571,281	23,107,074
2029-2033	17,061,636	7,086,344	1,761,870	25,909,850
2034-2038	17,060,268	7,085,776	1,161,728	25,907,772
2039-2043	17,058,939	7,085,224	1,761,591	25,905,754
2044	3,402,815	1,413,318	351,392	5,167,525

The City has contracted with 3 providers for development of the Project:

(1) *CFP Boynton Beach Town Square, LLC.* This company is responsible for the construction of the new City Hall, Fire Station #1, Police Headquarters, Parks and Open Space, Utilities and Infrastructure and associated site and road work.

(2) *E2L Real Estate Solutions, LLC.* This company is responsible for the High School renovation and redevelopment, the District Energy Plant and the design and construction management services.

(3) *JKM Development.* This company is responsible for building the parking garage.

Grants - Amounts received or receivable from grantor agencies are subject to audit and adjustment by those agencies, principally the Federal and State government. Any disallowed claims, including amounts already received, may constitute a liability of the City for the return of those funds. In the opinion of management, all grant expenditures were in substantial compliance with the terms of the grant agreements and applicable Federal and State statutes and regulations and the amount of reimbursement to grantor agencies, if any, would not materially affect the financial position of the City.

Environmental Liabilities - The City owns property that was used as a landfill prior to 1985. Final closure occurred during 1992. Post-closure care is mandated by State and Federal statutes and regulations and consists of certain maintenance and monitoring functions at the landfill site for 20 years after its closure. Although the City's mandatory post-closure care period ended in 2012, the City's closed landfill site remains subject to ongoing monitoring by various regulatory agencies for potential environmental contaminants. The monitoring programs have not identified any contaminants from the City's closed landfill, however, in the event any landfill contaminants are identified, the City may be financially responsible for the environmental assessment and any cleanup costs, as well as potential fines imposed by governmental regulatory agencies.

Litigation - The City is a defendant in various lawsuits incurred in the normal course of operations, the ultimate outcomes of which are not presently determinable. Management and the City's legal counsel believe that amounts not covered by insurance, if any, resulting from these lawsuits would not materially affect the financial position of the City.

4. Other Information (Continued)

C. Postemployment Benefits Other Than Pensions

Plan Description

The City administers a single-employer defined benefit plan (the "OPEB Plan") that provides medical and life insurance benefits to eligible retired employees and their beneficiaries. The Plan allows its employees and their beneficiaries, at their own cost, to continue to obtain health, dental and other insurance benefits upon retirement. The City Commission has the authority to establish and amend premiums for and the benefit provisions of the OPEB Plan. The OPEB Plan is financed on a "pay-as-you-go" basis and is not administered as a formal qualifying trust. The OPEB Plan does not issue a publicly available financial report.

Florida Statute 112.0801 requires the City to allow retirees to buy healthcare coverage at the same *group insurance rates* that current employees are charged resulting in an *implicit* healthcare benefit. The State of Florida prohibits the OPEB Plan from separately rating retirees and active employees. Therefore, both groups (active employees and retirees) are charged an equal, blended rate premium. Although both groups are charged the same blended rate premium, GAAP requires the actuarial figures to be calculated using age adjusted premiums approximating claim costs for retirees separate from active employees. The use of age adjusted premiums results in the addition of an implicit rate subsidy into the actuarial accrued liability. OPEB Plan members receiving benefits contribute 100% of the monthly premiums ranging from a minimum of $579 to a maximum of $1,192 for medical/prescription coverage.

Plan Membership

Membership of the City's OPEB Plan as of October 1, 2017, the date of the most recent actuarial valuation, is summarized as follows:

Inactive employees or beneficiaries currently receiving benefit payments	540
Inactive employees entitled to but not yet receiving benefit payments	-
Active employees	680

Total OPEB Liability

The City's total OPEB liability of $8,968,972 was determined by an actuarial valuation as of October 1, 2017. The actuarial methods and significant assumptions used to determine the City's total OPEB liability for the current year are summarized as follows:

Actuarial valuation date	October 1, 2017
Measurement date	September 30, 2018
Actuarial cost method	Entry Age Normal
Post-retirement benefit increases	None
Health care cost trend rates	4.0% per year initially, 6.75% for 2019 reduced to an ultimate rate of 4.78% in 2040
Amortization method	Level Percent of Payroll – Closed
Remaining amortization period	28 years
Asset valuation method	N/A[1]
Actuarial assumptions:	
Investment rate of return	3.83%[2]
Projected salary increases*	3.5% - 14.5%
* Includes inflation rate	2.5%

(1) The plan is funded on a pay-as-you-go basis and is not administered as a formal qualifying trust. There were no plan assets as of September 30, 2018.

(2) Since there are currently no invested plan assets held in trust to finance the OPEB obligation, the discount rate is the long-term expected rate of return on tax-exempt, high quality municipal bonds based on the *Fidelity 20-Year Municipal GO AA Index*.

4. Other Information (Continued)

C. Postemployment Benefits Other Than Pensions (Continued)

Total OPEB Liability (Continued)

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events far into the future. Actuarially determined amounts are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future. Projections of benefits are based on the types of benefits provided under the substantive plan at the time of each valuation and on the pattern of sharing of benefit costs between the employer and plan members to that point. In addition, projections of benefits for financial reporting purposes do not explicitly incorporate the potential effects of legal or contractual funding limitations on the pattern of cost sharing between the employer and plan members in the future. Actuarial calculations reflect a long-term perspective and accordingly, actuarial methods and assumptions used include techniques that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets.

Changes in the Total OPEB Liability

The change in the City's total OPEB liability for the current year is as follows:

Total OPEB liability at September 30, 2017	$	8,682,674
Changes in the total OPEB liability for the year		
Service cost		642,372
Interest		320,506
Changes in assumptions and other inputs		(341,125)
Benefit payments		(335,455)
Change it total OPEB liability		286,298
Total OPEB liability at September 30, 2018	$	8,968,972

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate: The following table presents the total OPEB liability of the City calculated using the current discount rate of 3.83%, as well as what the total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower (2.83%) or one percentage point higher (4.83%) than the current rate:

	Total OPEB Liability		
Current Discount Rate	1.0% Decrease in Current Rate	Current Discount Rate	1.0% Increase in Current Rate
3.83%	$ 10,059,224	$ 8,968,972	$ 8,037,418

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rate: The following table presents the total OPEB liability of the City calculated using the current healthcare cost trend rate of 4.0%, as well as what the total OPEB liability would be if it were calculated using a healthcare cost trend rate that is one percentage point lower (3.0%) or one percentage point higher (5.0%) than the current rate:

	Total OPEB Liability		
Current Discount Rate	1.0% Decrease in Current Rate	Current Trend Rate	1.0% Increase in Current Rate
4.0%	$ 7,819,107	$ 8,968,972	$ 10,400,748

4. Other Information (Continued)

C. Postemployment Benefits Other Than Pensions (Continued)

OPEB Expense and Deferred Inflows/Outflows of Resources Related to OPEB

For the year ended September 30, 2018, the City recognized OPEB expense of $904,063. At September 30, 2018, the City reported deferred inflows/outflows of resources related to OPEB from the following sources:

	Deferred Inflows	Deferred Outflows
Changes in assumptions and other inputs	$ 282,310	$ -
Total	$ 282,310	$ -

Amounts reported as deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ending September 30,	
2019	$ (58,815)
2020	(58,815)
2021	(58,815)
2022	(58,815)
2023	(47,050)

D. Defined Benefit Pension Plans

Description of Plans

The City contributes to three single-employer defined benefit pension plans covering all full-time City employees.

General Employees' Pension Fund: The General Employees' Pension Plan covers all permanent full-time employees except those covered by the Police Officers' and Firefighters' Pension Plans. The benefit provisions and all requirements are established by City Ordinance. Employees are fully vested after five years of service with the City. There is no mandatory retirement age. Retirees begin receiving monthly benefit checks the month their retirement begins and continues until death. Benefits to which retirees are entitled are equal to 3% of their final average monthly compensation times years of credited service, provided the employee has completed at least 30 full years of credited service at any age; 25 or more years of credited service at age 55; or 5 or more years of credited service at age 62. Employee contributions are 7% of annual earnings. The City's contribution is determined actuarially on an annual basis. For 2018 the City's contribution was $7,110,298. The General Employees' Pension Plan is governed by a seven member board comprised of the Mayor, the City Manager, two City residents appointed by the City Commission and three members elected by the plan membership, one of whom must be a member of a bargaining unit of the City and one of whom must not be a member of a bargaining unit of the City.

Police Officers' Pension Fund: The Police Officers' Pension Plan covers all sworn police department employees. Employees are vested after 10 years of service with the City and are eligible for retirement after 20 years of service regardless of age. Employees with 10 years of credited service may retire at or after age 55 or employees with 15 years of credited service may retire at or after age 50. Employees who are age 50 and have 10 years of credited service receive a reduced retirement benefit. Monthly benefit checks begin the month an employee retires, and the amount of benefit to which the retired employee is entitled is equal to the number of years of credited service multiplied by 3% of average final compensation. Employee contributions are 7% of annual

4. Other Information (Continued)

D. Defined Benefit Pension Plans (Continued)

Description of Plans (Continued)

compensation. The City's contribution is determined actuarially on an annual basis and is reduced by the amount the City receives from the State of Florida pursuant to Chapter 185 of the Florida Statutes, which provides for a premium tax on certain casualty insurance contracts written on properties within the City. The tax is collected by the State of Florida and remitted to the City for the Police Officers' Pension Fund. For 2018 the City's contribution was $5,355,058 and the contribution from the State was $825,507. The Police Officers' Pension Plan is governed by a five member board consisting of two police officers, two City residents and a fifth member elected by the other four members.

Firefighters' Pension Fund: The Firefighters' Pension Plan covers all firefighters and fire department officers. Employees become vested after 10 years of service with the City and are eligible for retirement after 20 years regardless of age. Employees with 10 years of credited service may retire at or after age 55. Employees who are age 50 and have 10 years of credited service can receive a reduced retirement benefit. Monthly benefit checks begin the month an employee retires, and the amount of the benefit to which the retired employee will be entitled will be equal to the number of years of credited service multiplied by 3% of average final compensation. Employee contributions are 12% of annual compensation. The City's contribution is determined actuarially on an annual basis and is reduced by the amount the City receives from the State of Florida pursuant to Chapter 175 of the Florida Statutes, which provides for a premium tax on certain property insurance contracts written on properties within the City. The tax is collected by the State of Florida and remitted to the City for the Firefighters' Pension Fund. For 2018 the City's contribution was $5,444,061 and the contribution from the State was $789,121. The Firefighters' Pension Plan is governed by a five member board consisting of two firefighters, two City residents and a fifth member elected by the other four members.

The benefit provisions and all other requirements of the General Employees', Police Officers' and Firefighters' Pension Funds are established by City Ordinance. The funding methods and determination of benefits payable are provided in the various acts of the Florida Legislature, which created these plans, including subsequent amendments thereto. The Florida Statutes provide, in general, that funds are to be accumulated from employee contributions, City contributions, State appropriations and income from investment of accumulated funds. Florida Statutes also provide that, should the accumulated funds at any time be insufficient to meet and pay the benefits due, the City shall supplement the fund by an appropriation from current funds, or from any revenues which may lawfully be used for said purposes and in an amount sufficient to make up the deficiency. The investments of the funds are administered, managed and operated by the respective Board of Trustees of each plan.

The net pension liability, deferred outflows/inflows of resources related to pensions and pension expense related to the City's three defined benefit retirement plans are summarized as follows at September 30, 2018:

	General Employees'	Police Officers'	Firefighters'	Total
Net pension liability	$ 15,385,113	$ 43,162,477	$ 43,438,105	$101,985,695
Deferred outflows/inflows				
Deferred outflows of resources	$ 6,402,573	$ 7,896,828	$ 6,750,315	$ 21,049,716
Deferred inflows of resources	$ 9,682,129	$ 3,309,431	$ 5,321,567	$ 18,313,127
Pension expense	$ 3,298,756	$ 7,324,506	$ 6,743,407	$ 17,366,669

4. Other Information (Continued)

D. Defined Benefit Pension Plans (Continued)

Plan Membership

Membership data of the City's pension plans as of October 1, 2017, the date of the most recent actuarial valuations, are summarized as follows:

	General Employees'	Police Officers'	Firefighters'
Retirees, beneficiaries and DROP participants receiving benefits	409	134	109
Terminated employees entitled to benefits but not yet receiving them	49	20	3
Active members	383	136	124

Significant Accounting Policies

The financial statements of the three pension plans are prepared using the economic resources measurement focus and the accrual basis of accounting. Employee and employer contributions are recognized in the period in which employee services are performed. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan. Other expenses are recognized when the corresponding liabilities are incurred. Investment income is recognized as revenue when earned. Investments are reported at fair value. Money market mutual funds are reported at amortized cost, which approximates fair value. Securities and mutual funds traded on a national exchange are valued at the last sales price. Net asset values of investment funds that are not publicly traded are determined by the fund managers based on the fair values of the underlying investments of the fund. Net appreciation or depreciation in the fair value of investments includes the difference between the fair value and cost of the investments held as well as the net realized and unrealized gains and losses for investments sold during the period. Interest and dividend income are recognized on the accrual basis when earned. Purchases and sales of investments are recorded on a trade date basis. Investment earnings are reduced for investment related expenses, such as management fees, portfolio evaluation and custodial services.

DROP Accounts

Any participant of the General Employees', Police Officers', and Firefighters' Pension Plans who is eligible to receive an early or normal retirement benefit may elect to participate in a deferred retirement option plan (DROP) while continuing his or her active employment. Upon participation in DROP, the participant becomes a retiree for plan purposes and ceases to accrue further benefits under the pension plan. Normal retirement payments payable to the participant are invested in DROP and distributed to the participant upon termination of employment. The amounts held for DROP benefits at September 30, 2018 were $11,970,335 for the General Employees' Pension Plan; $13,134,973 for the Police Officers' Pension Plan; and $17,196,200 for the Firefighters' Pension Plan.

Investments

Investment Policy: The policy for the allocation of invested assets is established and may be amended by a majority vote of the Board of each pension plan. It is the policy of each pension plan Board to pursue an investment strategy that reduces risk through the prudent diversification of the investment portfolio across a broad selection of distinct asset classes. The investment policies of the City's pension plans discourage the use of cash equivalents, except for liquidity purposes, and aims to refrain from dramatically shifting asset class allocations over short time spans. There were no significant changes in the investment policies of the City's pension plans for the year ended September 30, 2018. The asset allocation policies adopted by the pension plan Boards at September 30, 2018 were as follows:

4. Other Information (Continued)

D. Defined Benefit Pension Plans (Continued)

Investments (Continued)

Asset Class	General Employees'	Police Officers'	Firefighters'
Domestic equity	45%	25%	45%
International equity	20	30	15
Bonds and fixed income	20	32	30
Real estate and REITS	15	7	10
Master limited partnerships	-	2	-
Commodities	-	2	-
Cash	-	2	-
Total	100%	100%	100%

Rate of Return: The money-weighted rate of return expresses investment performance, net of investment expenses, adjusted for the changing amounts actually invested. The annual money-weighted rates of return on pension plan investments, net of investment expenses, were as follows for the year ended September 30, 2018:

	General Employees'	Police Officers'	Firefighters'
Annual money-weighted rate of return	9.70%	7.30%	8.87%

Net Pension Liability

The components of the net pension liability for the three pension plans for the most recent actuarial valuation as of October 1, 2017, were as follows:

	General Employees'	Police Officers'	Firefighters'
Total pension liability	$ 195,105,878	$ 145,145,193	$ 158,841,491
Plan fiduciary net position	(179,720,765)	(101,982,716)	(115,403,386)
Net pension liability	$ 15,385,113	$ 43,162,477	$ 43,438,105
Plan fiduciary net position as a percentage of the total pension liability	92.1%	70.3%	72.7%

4. Other Information (Continued)

D. Defined Benefit Pension Plans (Continued)

Actuarial Assumptions

The net pension liability of each pension plan was determined by an actuarial valuation as of October 1, 2017 and measurement date of September 30, 2018, using the following significant actuarial assumptions:

	General Employees'	Police Officers'	Firefighters'
Actuarial cost method	Entry age normal	Entry age normal	Entry age normal
Amortization method	Level percent of payroll, closed	Level percent of payroll, closed	Level percent of payroll, closed
Remaining amortization period	8 years	21 years	21 years
Asset valuation method	Five year smoothed market	Five year smoothed market	Five year smoothed market
Actuarial assumptions:			
Investment rate of return*	7.3%	7.25%	7.5%
Projected salary increases*	3.5% - 8.6%	5.0% - 6.5%	3.5% -14.5%
Inflation rate	2.8%	2.5%	2.5%
Cost of living adjustments	None	1% annually	2% five years after retirement

* Includes inflation rate

Mortality rates - Mortality rates for the General Employees', Police Officers' and Firefighters' Pension Plans are based on the RP-2000 Combined Healthy Participant Mortality Table for males and females with mortality improvements projected to all future years using Scale BB with a 50% blue collar adjustment and 50% white collar adjustment for males and a 100% white collar adjustment for females for General Employees and 90% blue collar adjustment and 10% white collar adjustment for males and a 100% white collar adjustment for females for Police Officers and Firefighters.

Actuarial Changes: There were no changes in benefits. The following changes in actuarial assumptions were made for the actuarial valuations at October 1, 2017:

General Employees' Pension - The assumed investment return was reduced from 7.4% to 7.3% for the October 1, 2017 actuarial valuation. The investment return assumption is scheduled to be reduced by 0.10% per year until a target of 7.0% is reached.

Police Officers' Pension - The RP-2000 Combined Healthy Participant Mortality Table using Scale AA was adopted for the 2011 actuarial valuation and phased in over a five year period. Scale BB was adopted for the 2016 actuarial valuation. The mortality rates for the 2017 actuarial valuation are based on 100% RP-2000 Combined Healthy Participant Mortality Table using Scale BB.

Firefighters' Pension - No changes.

Rate of Return on Investments: The long-term expected rate of return on investments of each pension plan was determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce a long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plans' target allocation as of September 30, 2018 are summarized in the following table:

4. Other Information (Continued)

D. Defined Benefit Pension Plans (Continued)

Actuarial Assumptions (Continued)

	Long-Term Expected Real Rate of Return		
Asset Class	General Employees'	Police Officers'	Firefighters'
Domestic equity	4.50%	4.80%	6.00%
International equity	5.00	2.24	8.50
Bonds and fixed income	1.50	2.44	6.00
Real estate and REITS	4.30	7.10	4.50
Master limited partnerships	-	16.90	-
Commodities	-	4.90	-
Cash	-	4.10	-

Discount Rate: The discount rate was based on the expected rate of return on investments of each pension plan. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rates and that City contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, each pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on investments of each pension plan was applied to all periods of projected benefit payments to determine the projected total pension liability.

Changes in the Net Pension Liability

The changes in the net pension liability of the General Employees', Police Officers' and Firefighters' Pension Plans were as follows for the year ended September 30, 2018:

	Increase (Decrease)		
General Employees' Pension Fund	**Total Pension Liability**	**Plan Fiduciary Net Position**	**Net Pension Liability**
Balances at October 1, 2017	$ 185,696,911	$ 165,934,113	$ 19,762,798
Changes for the Current Year			
Service cost	3,435,186	-	3,435,186
Interest	13,626,918	-	13,626,918
Difference between actual and expected experience	484,186	-	484,186
Assumption changes	1,800,889	-	1,800,889
Contributions – City	-	7,110,298	(7,110,298)
Contributions – Employee	-	1,532,846	(1,532,846)
Net investment income	-	15,250,355	(15,250,355)
Benefit payments, including refunds of employee contributions	(9,969,109)	(9,969,109)	-
Administration expenses	-	(137,738)	137,738
Other (contributions toward elective benefits)	30,897	-	30,897
Net Changes	9,408,967	13,786,652	(4,377,685)
Balances at September 30, 2018	$ 195,105,878	$ 179,720,765	$ 15,385,113

4. Other Information (Continued)

D. Defined Benefit Pension Plans (Continued)

Changes in the Net Pension Liability (Continued)

Police Officers' Pension Fund	Increase (Decrease) Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
Balances at October 1, 2017	$ 133,418,274	$ 95,209,495	$ 38,208,779
Changes for the Current Year			
Service cost	3,199,467	-	3,199,467
Interest	10,007,776	-	10,007,776
Difference between actual and expected experience	1,355,270	-	1,355,270
Changes of assumptions	3,525,859	-	3,525,859
Contributions – City	-	5,355,058	(5,355,058)
Contributions – State	-	825,507	(825,507)
Contributions – Employee	-	1,214,260	(1,214,260)
Net investment income	-	6,379,064	(6,379,064)
Benefit payments, including refunds of employee contributions	(6,939,906)	(6,939,906)	-
Administration expenses	-	(163,266)	163,266
Other (other income/adjustments to reserves)	578,453	102,504	475,949
Net Changes	11,726,919	6,773,221	4,953,698
Balances at September 30, 2018	$ 145,145,193	$ 101,982,716	$ 43,162,477

Firefighters' Pension Fund	Increase (Decrease) Total Pension Liability	Plan Fiduciary Net Position	Total Pension Liability
Balances at October 1, 2017	$ 148,770,660	$ 104,369,743	$ 44,400,917
Changes for the Current Year			
Service cost	3,717,529	-	3,717,529
Interest	11,208,637	-	11,208,637
Difference between actual and expected experience	1,224,054	-	1,224,054
Contributions – City	-	5,444,061	(5,444,061)
Contributions – State	-	789,121	(789,121)
Contributions – Employee	-	1,473,516	(1,473,516)
Net investment income	-	9,221,736	(9,221,736)
Benefit payments, including refunds of employee contributions	(6,076,694)	(6,076,694)	-
Administration expenses	-	(141,569)	141,569
Other (rollovers into DROP/adjustments to reserves)	(2,695)	323,472	(326,167)
Net Changes	10,070,831	11,033,643	(962,812)
Balances at September 30, 2018	$ 158,841,491	$ 115,403,386	$ 43,438,105

4. Other Information (Continued)

D. Defined Benefit Pension Plans (Continued)

Changes in the Net Pension Liability (Continued)

Sensitivity of the Net Pension Liability to Changes in the Discount Rate: The following table presents the current discount rate used to measure the total pension liability for each pension plan and the net pension liability of each pension plan calculated using the current discount rate, as well as what the net pension liability would be if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current discount rate:

	Current Discount Rate	Net Pension Liability (Asset) 1.0% Decrease in Current Rate	Current Discount Rate	1.0% Increase in Current Rate
General Employees'	7.30%	$ 35,206,371	$ 15,385,113	$ (1,345,119)
Police Officers'	7.25%	$ 59,068,783	$ 43,162,477	$ 29,978,241
Firefighters'	7.50%	$ 61,408,424	$ 43,438,105	$ 28,721,648

Pension Expense and Deferred Inflows/Outflows of Resources Related to Pensions

For the year ended September 30, 2018, the City recognized pension expense of $15,919,506 and $1,447,163 for the governmental activities and business-type activities, respectively. At September 30, 2018, the City reported deferred inflows and deferred outflows of resources related to the General Employees', Police Officers' and Firefighters' Pension Plans from the following sources:

General Employees' Pension Fund	**Deferred Inflows**	**Deferred Outflows**
Differences between expected and actual experience	$ 1,029,797	$ 1,281,951
Changes of assumptions	-	3,424,258
Net difference between projected and actual investment earnings on pension plan investments	8,652,332	1,696,364
Total	$ 9,682,129	$ 6,402,573
Police Officers' Pension Fund		
Differences between expected and actual experience	$ 1,004,418	$ 1,718,976
Changes of assumptions	204,722	4,657,849
Net difference between projected and actual investment earnings on pension plan investments	2,100,291	1,520,003
Total	$ 3,309,431	$ 7,896,828
Firefighters' Pension Fund		
Differences between expected and actual experience	$ 166,067	$ 1,471,674
Changes of assumptions	-	4,117,708
Net difference between projected and actual investment earnings on pension plan investments	5,155,500	1,160,933
Total	$ 5,321,567	$ 6,750,315

4. Other Information (Continued)

D. Defined Benefit Pension Plans (Continued)

Pension Expense and Deferred Inflows/Outflows of Resources Related to Pensions (Continued)

Amounts reported as deferred inflows and deferred outflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ending September 30,	General Employees'	Police Officers'	Firefighters'
2019	$ (73,280)	$ 1,803,403	$ 1,575,186
2020	(1,270,503)	993,576	(33,925)
2021	(1,349,561)	1,007,344	(24,137)
2022	(586,212)	783,074	(88,376)

Separately Issued Pension Plan Financial Statements

The City's external auditors did not audit the financial statements of the General Employees', Police Officers' and Firefighters' Pension Funds which were audited by other auditors. Copies of the separate, audited financial statements of each pension plan can be obtained from the City's Pension Boards by calling (561) 742-6081 or by writing to: Pension Administrator, 100 E. Boynton Beach Boulevard, Boynton Beach, FL 33435.

E. CRA Defined Contribution Plans

The CRA participates in a 401(a) defined contribution retirement plan and a 457(b) deferred compensation plan (the "Plans"). The Plans are qualified under Sections 401(a), 403(a) and 501(a) of the Internal Revenue Code and are administered by independent trustees. All employees who meet the Plans' eligibility requirements are qualified to participate. Employees make voluntary contributions to the 457(b) plan. The CRA contributes 20% of the total salaries of qualified participants to the 401(a) defined contribution retirement plan which totaled $144,172 for 2018.

5. Related Party Transactions

The CRA is a blended component unit of the City. For the year ended September 30, 2018, the CRA's tax increment revenue includes $7,336,119 of taxes received from the City. In addition, the CRA reimbursed the City for services performed on behalf of the CRA, including information technology services, Clean & Safe program, landscape and maintenance services, festival expenses, human resources and payroll services, facility rental and permitting fees paid during the year. Payments by the CRA to the City for these services for the year ended September 30, 2018, totaled $3,335,074.

6. Subsequent Event

On November 6, 2018 the City entered into a term loan agreement with a private lender to finance the cost for rehabilitation and construction of the Boynton Beach High School in the amount of $6,850,000. Interest accrues at a fixed rate of 4.85% beginning December 1, 2018, and is payable monthly through maturity on September 1, 2021. The City is required to deposit an interest reserve of $337,000 with the lender. Principal payments of $2,500,000 are due on September 1, 2019 and September 1, 2020, and the remaining principal balance plus accrued interest is due on September 1, 2021.

CITY OF
BOYNTON BEACH

Required Supplementary Information

Required Supplementary Information
Schedule of Changes in the Net Pension Liability and Related Ratios
General Employees' Pension Plan
Last Five Fiscal Years

	2018	2017	2016	2015	2014
Total Pension Liability					
Service cost	$ 3,435,186	$ 3,115,194	$ 2,990,326	$ 2,954,646	$ 2,968,214
Interest	13,626,918	12,836,669	12,699,614	11,691,291	11,192,833
Changes of benefit terms	-	-	-	5,680,646	-
Differences between expected and actual experience	484,186	2,006,523	(4,891,541)	1,191,720	(13,973)
Change in assumptions	1,800,889	4,538,235	-	-	-
Benefit payments, including refunds	(9,969,109)	(9,749,117)	(8,516,256)	(7,784,781)	(7,994,248)
Other (Contributions toward elective benefits)	30,897	34,453	36,826	40,842	44,092
Net change in total pension liability	9,408,967	12,781,957	2,318,969	13,774,364	6,196,918
Total pension liability, beginning of fiscal year	185,696,911	172,914,954	170,595,985	156,821,621	150,624,703
Total pension liability, end of fiscal year (a)	$ 195,105,878	$ 185,696,911	$ 172,914,954	$ 170,595,985	$ 156,821,621
Plan Fiduciary Net Position					
Contributions					
Employer	$ 7,110,298	$ 6,951,693	$ 7,615,053	$ 7,273,068	$ 6,780,773
Plan members	1,532,846	1,520,068	1,450,369	1,439,239	1,492,985
Net investment income	15,250,355	17,730,273	16,354,236	1,605,790	11,833,483
Benefit payments, including refunds	(9,969,109)	(9,749,117)	(8,516,256)	(7,784,781)	(7,994,248)
Administration expense	(137,738)	(144,179)	(141,114)	(142,577)	(135,227)
Net change in plan fiduciary net position	13,786,652	16,308,738	16,762,288	2,390,739	11,977,766
Plan fiduciary net position, beginning of fiscal year	165,934,113	149,625,375	132,863,087	130,472,348	118,494,582
Plan fiduciary net position, end of fiscal year (b)	$ 179,720,765	$ 165,934,113	$ 149,625,375	$ 132,863,087	$ 130,472,348
Net Pension Liability, end of fiscal year [(a)-(b)]	$ 15,385,113	$ 19,762,798	$ 23,289,579	$ 37,732,898	$ 26,349,273
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	92.1%	89.4%	86.5%	77.9%	83.2%
Covered Payroll	$ 21,456,414	$ 21,223,071	$ 20,193,471	$ 19,977,100	$ 20,698,471
Net Pension Liability as a Percentage of Covered Payroll	71.7%	93.1%	115.3%	188.9%	127.3%

Information prior to fiscal year 2014 is not available.

Required Supplementary Information
Schedule of Changes in the Net Pension Liability and Related Ratios
Police Officers' Pension Plan
Last Five Fiscal Years

	2018	2017	2016	2015	2014
Total Pension Liability					
Service cost	$ 3,199,467	$ 2,886,162	$ 3,047,445	$ 2,767,701	$ 2,809,815
Interest	10,007,776	9,654,424	9,076,479	8,679,595	8,234,704
Differences between expected and actual experience	1,355,270	(1,118,136)	1,820,086	(1,776,804)	(129,636)
Changes of assumptions	3,525,859	3,177,559	(565,994)	617,426	-
Benefit payments, including refunds	(6,939,906)	(6,270,887)	(6,262,438)	(5,507,892)	(5,519,854)
Other (adjustments to reserves)	578,453	533,304	481,282	395,891	255,655
Net change in total pension liability	11,726,919	8,862,426	7,596,860	5,175,917	5,650,684
Total pension liability, beginning of fiscal year	133,418,274	124,555,848	116,958,988	111,783,071	106,132,387
Total pension liability, end of fiscal year (a)	$ 145,145,193	$ 133,418,274	$ 124,555,848	$ 116,958,988	$ 111,783,071
Plan Fiduciary Net Position					
Contributions					
Employer	$ 5,355,058	$ 4,791,528	$ 4,391,305	$ 4,365,259	$ 4,159,736
State	825,507	781,307	735,945	675,227	645,579
Plan members	1,214,260	976,688	928,153	1,040,875	911,375
Net investment income	6,379,064	8,797,727	8,254,453	1,428,464	7,154,203
Other income	102,504	98,740	109,362	78,814	28,186
Benefit payments, including refunds	(6,939,906)	(6,270,887)	(6,262,438)	(5,507,892)	(5,519,854)
Administration expense	(163,266)	(167,698)	(164,398)	(153,104)	(125,126)
Net change in plan fiduciary net position	6,773,221	9,007,405	7,992,382	1,927,643	7,254,099
Plan fiduciary net position, beginning of fiscal year	95,209,495	86,202,090	78,209,708	76,282,065	69,027,966
Plan fiduciary net position, end of fiscal year (b)	$ 101,982,716	$ 95,209,495	$ 86,202,090	$ 78,209,708	$ 76,282,065
Net Pension Liability, end of fiscal year [(a)-(b)]	$ 43,162,477	$ 38,208,779	$ 38,353,758	$ 38,749,280	$ 35,501,006
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	70.3%	71.4%	69.2%	66.9%	68.2%
Covered Payroll	$ 11,522,888	$ 11,834,364	$ 11,279,375	$ 11,553,613	$ 11,070,863
Net Pension Liability as a Percentage of Covered Payroll	374.6%	322.9%	340.0%	335.4%	320.7%

Information prior to fiscal year 2014 is not available.

Required Supplementary Information
Schedule of Changes in the Net Pension Liability and Related Ratios
Firefighters' Pension Plan
Last Five Fiscal Years

	2018	2017	2016	2015	2014
Total Pension Liability					
Service cost	$ 3,717,529	$ 3,330,443	$ 3,204,682	$ 2,988,536	$ 2,772,724
Interest	11,208,637	10,066,945	9,542,671	8,955,215	8,188,369
Differences between expected and actual experience	1,224,054	668,799	(498,197)	708,071	(28,363)
Changes of assumptions	-	6,644,861	-	1,809,581	-
Benefit payments, including refunds	(6,076,694)	(5,510,050)	(5,176,836)	(4,308,771)	(4,342,743)
Other (Rollovers to DROP & adjustments to reserves)	(2,695)	(161,694)	79,370	399,111	656,082
Net change in total pension liability	10,070,831	15,039,304	7,151,690	10,551,743	7,246,069
Total pension liability, beginning of fiscal year	148,770,660	133,731,356	126,579,666	116,027,923	108,781,854
Total pension liability, end of fiscal year (a)	$ 158,841,491	$ 148,770,660	$ 133,731,356	$ 126,579,666	$ 116,027,923
Plan Fiduciary Net Position					
Contributions					
Employer	$ 5,444,061	$ 4,293,563	$ 4,195,420	$ 3,930,996	$ 3,522,147
State	789,121	883,314	923,246	963,573	1,016,561
Plan members	1,473,516	1,477,115	1,485,128	1,251,530	1,291,773
Net investment income	9,221,736	12,165,106	9,197,486	282,853	7,187,580
Benefit payments, including refunds	(6,076,694)	(5,510,050)	(5,176,836)	(4,308,771)	(4,342,743)
Administration expense	(141,569)	(151,010)	(161,122)	(132,439)	(122,390)
Other (Rollovers into DROP)	323,472	70,279	271,411	139,860	343,843
Net change in plan fiduciary net position	11,033,643	13,228,317	10,734,733	2,127,602	8,896,771
Plan fiduciary net position, beginning of fiscal year	104,369,743	91,141,426	80,406,693	78,279,091	69,382,320
Plan fiduciary net position, end of fiscal year (b)	$ 115,403,386	$ 104,369,743	$ 91,141,426	$ 80,406,693	$ 78,279,091
Net Pension Liability, end of fiscal year [(a)-(b)]	$ 43,438,105	$ 44,400,917	$ 42,589,930	$ 46,172,973	$ 37,748,832
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	72.7%	70.2%	68.2%	63.5%	67.5%
Covered Payroll	$ 11,133,758	$ 11,219,225	$ 10,906,700	$ 9,962,067	$ 9,925,925
Net Pension Liability as a Percentage of Covered Payroll	390.1%	395.8%	390.5%	463.5%	380.3%

Information prior to fiscal year 2014 is not available.

Required Supplementary Information
Schedules of City Contributions
Pension Trust Funds
Last Five Fiscal Years

	2018	2017	2016	2015	2014
General Employees' Pension Fund					
Actuarially determined contribution	$ 7,110,298	$ 6,951,693	$ 7,608,338	$ 7,273,067	$ 6,780,773
Contributions in relation to actuarially determined contribution	7,110,298	6,951,693	7,615,053	7,273,068	6,780,773
Contribution deficiency (excess)	$ -	$ -	$ (6,715)	$ (1)	$ -
Covered payroll	$ 21,456,414	$ 21,223,071	$ 20,193,471	$ 19,977,100	$ 20,698,471
Contributions as a percentage of covered payroll	33.1%	32.8%	37.7%	36.4%	32.8%
Police Officers' Pension Fund					
Actuarially determined contribution	$ 5,820,145	$ 5,256,615	$ 4,856,392	$ 4,830,346	$ 4,560,918
Contributions in relation to actuarially determined contribution	5,820,145	5,256,615	4,856,392	4,830,346	4,624,823
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ (63,905)
Covered payroll	$ 11,522,888	$ 11,834,364	$ 11,279,375	$ 11,553,613	$ 11,070,863
Contributions as a percentage of covered payroll	50.5%	44.4%	43.1%	41.8%	41.8%
Firefighters' Pension Fund					
Actuarially determined contribution	$ 6,157,171	$ 5,075,517	$ 4,899,742	$ 4,635,318	$ 4,226,469
Contributions in relation to actuarially determined contribution	6,226,015	5,075,517	4,977,374	4,635,318	4,226,469
Contribution deficiency (excess)	$ (68,844)	$ -	$ (77,632)	$ -	$ -
Covered payroll	$ 11,133,758	$ 11,219,225	$ 10,906,700	$ 9,962,067	$ 9,925,925
Contributions as a percentage of covered payroll	55.9%	45.2%	45.6%	46.5%	42.6%

Information prior to fiscal year 2014 is not available.

Required Supplementary Information
Notes to Schedules of City Contributions
Pension Trust Funds
Last Five Fiscal Years

	General Employees' Pension Fund	Police Officers' Pension Fund	Firefighters' Pension Fund
Actuarial valuation date	10/1/2017	10/1/2017	10/1/2017
Measurement date	9/30/2018	9/30/2018	9/30/2018
Actuarial methods and assumptions used to determine contribution rates:			
Actuarial cost method	Entry Age Normal	Entry Age Normal	Entry Age Normal
Amortization method	Level Percent of Payroll, Closed	Level Percent of Payroll, Closed	Level Percent of Payroll, Closed
Remaining amortization period	8 years	21 years	21 years
Asset valuation method	5-Year Smoothed	5-Year Smoothed	5-Year Smoothed
Investment rate of return (net of expenses, with inflation)	7.3% / year	7.25% / year	7.5% / year
Salary increases (with inflation)	3.5% - 8.6% / year	5.0% - 6.5% / year	3.5% - 14.5% / year
Inflation	2.8% / year	2.5% / year	2.5% / year
Cost of living adjustments	None	1.0% annually	2.0% five years after retirement
Retirement age	Experienced-based table of rates	Experienced-based table of rates	Experienced-based table of rates
Mortality	RP-2000 Combined Healthy Participant Mortality Table using Scale BB	RP-2000 Combined Healthy Participant Mortality Table using Scale BB	RP-2000 Combined Healthy Participant Mortality Table using Scale BB

Actuarially determined contribution rates are calculated at October 1, one year prior to the end of the fiscal year in which the contributions are reported.

Actuarial Changes

Revisions in benefits	None	(1)	None

(1) Ordinance 15-022 was passed on September 3, 2015 and changed the benefit accrual for all members hired on or after 10-1-2015 to 3.0% per year of credited service. The benefit accrual for members hired prior to 10-1-2015 remains at 3.5%.

Revisions in actuarial assumptions	(6)	(2) (4) (5)	(3) (5)

(2) RP-2000 Combined Healthy Participant Mortality Table using Scale BB was adopted on October 1, 2011 and phased in over a five year period. For the current actuarial valuation 100% of the revised rate are used.
(3) The investment return assumption was reduced from 7.65% in the 2013 actuarial valuation to 7.50% in the 2014 actuarial valuation.
(4) The investment return assumption was reduced from 7.75% in the 2015 actuarial valuation to 7.50% in 2016 and from 7.50% to 7.25% in the 2017 actuarial valuation.
(5) RP-2000 Combined Healthy Participant Mortality Table using Scale BB was adopted on October 1, 2016.
(6) The investment return assumption was reduced from 7.5% in the 2015 actuarial valuation to 7.4% in 2016 and from 7.4% to 7.3% in the 2017 actuarial valuation.

Required Supplementary Information
Schedules of Investment Returns
Pension Trust Funds
Last Five Fiscal Years

Fiscal Year Ended September 30,	Annual money-weighted rate of return, net of investment expenses		
	General Employees' Pension Plan	Police Officers' Pension Plan	Firefighters' Pension Plan
2018	9.70%	7.30%	8.87%
2017	12.50%	11.04%	12.86%
2016	12.60%	10.72%	11.07%
2015	0.80%	2.50%	0.78%
2014	10.20%	11.00%	9.54%

Notes to Schedule:

The money-weighted rate of return considers the changing amounts estimated as invested during a period and weights the amount of pension plan investments by the proportion of time they are available to earn a return during that period. Cash flows are estimated on a monthly basis and are assumed to occur at the beginning of each month. Cash inflows are netted with cash outflows, resulting in a net cash flow in each month. The money-weighted rate of return is calculated net of investment expenses.

Information prior to fiscal year 2014 is not available.

Required Supplementary Information
Schedule of Changes in the Total OPEB Liability and Related Ratios
Current Fiscal Year

	2018
Total OPEB Liability	
Service cost	$ 642,372
Interest	320,506
Changes of assumptions	(341,125)
Benefit payments	(335,455)
Net change in total OPEB liability	286,298
Total OPEB liability, beginning of fiscal year	8,682,674
Total OPEB liability, end of fiscal year	$ 8,968,972
Covered Employee Payroll	$ 47,747,864
Net Pension Liability as a Percentage of Covered Employee Payroll	18.8%

Notes to Schedule:

Information prior to adoption of GASB Statement No. 75 in fiscal year 2018 is not available.

The plan is funded on a pay-as-you-go basis and is not administered as a formal qualifying trust. There were no plan assets as of the date of the most recent valuation. Since there are currently no invested plan assets held in trust to finance the OPEB obligation, the discount rate is the long-term expected rate of return on tax-exempt, high quality municipal bonds based on the *Fidelity 20-Year Municipal GO AA Index*.

Changes of Assumptions: Changes of assumptions and other inputs reflect the effects of changes in the discount rate each year. The following are the discount rates used for each fiscal year:

2017	3.50%
2018	3.83%

Combining and Individual Fund Financial Statements

CITY OF
BOYNTON BEACH

MAJOR GOVERNMENTAL FUNDS

General Fund:
The General Fund serves as the primary operating fund of the City. It accounts for all financial resources except those required to be accounted for in another fund.

Boynton Beach CRA Special Revenue Fund:
The Boynton Beach CRA Special Revenue Fund accounts for revenues and expenditures relative to all the general operations of the City's Community Redevelopment Agency (CRA). It is a blended component unit that encourages development in the City's downtown area.

Major Governmental Funds
Balance Sheets
September 30, 2018

	General Fund	Boynton Beach CRA Special Revenue Fund
ASSETS		
Pooled cash and investments	$ 15,861,861	$ 2,368,299
Accounts receivable, net	3,664,130	7,128
Due from other governments	618,702	-
Due from other funds	3,405,698	-
Prepaid items	490,897	145,036
Total assets	$ 24,041,288	$ 2,520,463
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE		
Liabilities:		
Accounts payable	$ 2,297,672	$ 104,846
Accrued liabilities	2,008,114	-
Refundable deposits	514,786	13,315
Total liabilities	6,820,572	118,161
Deferred inflows of resources:		
Unavailable revenue	1,286,993	-
Fund balance:		
Nonspendable		
Prepaid items	490,897	145,036
Committed for:		
Emergency purposes	8,324,107	-
Economic development	-	658,307
Assigned to:		
Economic development	-	1,598,959
Unassigned	7,118,719	-
Total fund balance	15,933,723	2,402,302
Total liabilities, deferred inflows of resources and fund balance	$ 24,041,288	$ 2,520,463

Major Governmental Funds
Statements of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended September 30, 2018

	General Fund	Boynton Beach CRA Special Revenue Fund
REVENUES		
Taxes	$ 42,909,550	$ 11,776,329
Less: tax increment revenue	(7,336,119)	-
Licenses and permits	8,377,370	-
Intergovernmental	10,991,092	-
Charges for services	7,271,403	1,267,068
Special assessments	6,859,493	-
Fines and forfeitures	266,310	-
Rents and royalties	437,947	-
Investment earnings	107,806	138,978
Miscellaneous	2,921,284	-
Total revenues	72,806,136	13,182,375
EXPENDITURES		
Current:		
General government	15,717,212	3,176,358
Public safety	59,647,201	-
Physical environment	1,303,877	-
Economic environment	313,792	-
Culture and recreation	8,047,712	-
Capital outlay	1,348,919	31,054
Debt service:		
Principal retirement	145,994	-
Interest charges	19,568	-
Total expenditures	86,544,275	3,207,412
Revenues over (under) expenditures	(13,738,139)	9,974,963
OTHER FINANCING SOURCES (USES)		
Transfers in	15,067,850	-
Transfers out	(2,417,186)	(11,822,180)
Issuance of installment debt	670,140	-
Total other financing sources and uses	13,320,804	(11,822,180)
Net change in fund balance	(417,335)	(1,847,217)
Fund balance - beginning of year	16,351,058	4,249,519
Fund balance - end of year	$ 15,933,723	$ 2,402,302

General Fund
Balance Sheet
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Pooled cash and investments	$ 15,861,861	$ 11,131,925
Accounts receivable, net	3,664,130	3,979,538
Due from other governments	618,702	528,232
Due from other funds	3,405,698	4,729,316
Prepaid items	490,897	469,156
Total assets	$ 24,041,288	$ 20,838,167
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE		
Liabilities:		
Accounts payable	$ 2,297,672	740,543
Accrued liabilities	2,008,114	1,757,375
Refundable deposits	514,786	627,956
Total liabilities	6,820,572	3,125,874
Deferred inflows of resources:		
Unavailable revenue	1,286,993	1,361,235
Fund balance:		
Nonspendable:		
Prepaid items	490,897	469,156
Committed for:		
Emergency purposes	8,324,107	8,324,107
Assigned to:		
Subsequent year's budget	-	118,100
Unassigned	7,118,719	7,439,695
Total fund balance	15,933,723	16,351,058
Total liabilities, deferred inflows of resources and fund balance	$ 24,041,288	$ 20,838,167

General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
REVENUES		
Taxes	$ 42,909,550	$ 39,957,209
Less: tax increment revenue	(7,336,119)	(6,590,331)
Licenses and permits	8,377,370	7,550,572
Intergovernmental	10,991,092	10,642,905
Charges for services	7,271,403	7,578,059
Special assessments	6,859,493	5,692,928
Fines and forfeitures	266,310	600,889
Rents and royalties	437,947	413,386
Investment earnings	107,806	148,509
Miscellaneous	2,921,284	964,837
Total revenues	72,806,136	66,958,963
EXPENDITURES		
Current:		
General government	15,717,212	11,144,116
Public safety	59,647,201	57,761,958
Physical environment	1,303,877	1,327,054
Economic environment	313,792	146,452
Culture and recreation	8,047,712	7,844,874
Capital outlay	1,348,919	738,558
Debt service		
Principal retirement	145,994	-
Interest charges	19,568	-
Total expenditures	86,544,275	78,963,012
Revenues over (under) expenditures	(13,738,139)	(12,004,049)
OTHER FINANCING SOURCES (USES)		
Transfers in	15,067,850	14,842,000
Transfers out	(2,417,186)	(2,491,861)
Issuance of installment debt	670,140	-
Total other financing sources and uses	13,320,804	12,350,139
Net change in fund balance	(417,335)	346,090
Fund balance - beginning of year	16,351,058	16,004,968
Fund balance - end of year	$ 15,933,723	$ 16,351,058

Boynton Beach CRA Special Revenue Fund
Balance Sheet
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Pooled cash and investments	$ 2,368,299	$ 4,259,996
Accounts receivable, net	7,128	6,496
Prepaid items	145,036	125,196
Total assets	$ 2,520,463	$ 4,391,688
LIABILITIES AND FUND BALANCE		
Liabilities:		
Accounts payable	$ 104,846	$ 131,309
Refundable deposits	13,315	10,860
Total liabilities	118,161	142,169
Fund balance:		
Nonspendable:		
Prepaid items	145,036	125,196
Restricted for economic development	-	88,123
Committed for economic development	658,307	1,196,851
Assigned to economic development	1,598,959	2,839,349
Total fund balance	2,402,302	4,249,519
Total liabilities and fund balance	$ 2,520,463	$ 4,391,688

Boynton Beach CRA Special Revenue Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
REVENUES		
Taxes	$ 11,776,329	$ 10,579,150
Charges for services	1,267,068	1,135,721
Investment earnings	138,978	29,352
Total revenues	13,182,375	11,744,223
EXPENDITURES		
Current:		
General government	3,176,358	2,761,209
Capital outlay:		
General government	31,054	36,098
Total expenditures	3,207,412	2,797,307
Revenues over expenditures	9,974,963	8,946,916
OTHER FINANCING USES		
Transfers out	(11,822,180)	(9,424,830)
Total other financing uses	(11,822,180)	(9,424,830)
Net change in fund balance	(1,847,217)	(477,914)
Fund balance - beginning of year	4,249,519	4,727,433
Fund balance - end of year	$ 2,402,302	$ 4,249,519

CITY OF
BOYNTON BEACH

MAJOR ENTERPRISE FUNDS

Enterprise funds account for activities for which a fee is charged to external users for services or activities financed with debt that is secured solely by a pledge of the net revenues from fees of the activity.

Water & Sewer Fund:
To account for the operations of the City's water, sewer, and stormwater utility services.

Sanitation Fund:
To account for the operations of refuse and recycling pickup for all residences and commercial establishments located within the city limits of Boynton Beach.

Major Enterprise Funds
Statements of Net Position
September 30, 2018

	Water & Sewer	Sanitation
ASSETS		
Current assets:		
Pooled cash and investments	$ 26,246,058	$ -
Accounts receivable, net	5,096,006	1,277,622
Due from other governments	-	5,907
Prepaid expenses	85,533	-
	31,427,597	1,283,529
Restricted assets:		
Restricted pooled cash and investments:		
Customer deposits	1,441,762	-
Revenue bond covenants	7,331,384	-
Capital improvements	53,661,849	-
	62,434,995	-
Restricted accounts receivable - customer deposits	38,722	-
	62,473,717	-
Total current assets	93,901,314	1,283,529
Noncurrent assets:		
Investment in Regional Wastewater Joint Venture	18,810,713	-
Intangible assets	2,910,000	-
Capital assets not being depreciated	16,608,968	-
Capital assets, net of accumulated depreciation	160,193,280	3,755
Total noncurrent assets	198,522,961	3,755
Total assets	292,424,275	1,287,284
DEFERRED OUTFLOWS OF RESOURCES		
Deferred charges on debt refundings	736,521	-
Deferred amounts related to pensions	1,902,845	553,182
Total deferred ouflows of resources	2,639,366	553,182
LIABILITIES		
Current liabilities:		
Accounts payable	2,357,504	178,200
Accrued expenses	288,836	121,648
Contracts payable	52,800	-
Refundable deposits	115,122	-
Compensated absences payable	149,714	46,478
Due to other governments	55,743	-
Due to other funds	-	1,745,031
	3,019,719	2,091,357
Current liabilities payable from restricted assets:		
Customer deposits	1,480,484	-
Revenue bonds, current maturities	3,605,000	-
Accrued revenue bond interest	1,427,000	-
Contracts payable	2,454,265	-
	8,966,749	-
Total current liabilities	11,986,468	2,091,357
Noncurrent liabilities:		
Revenue bonds payable, less current maturities, plus unamortized premium	87,005,047	-
Compensated absences payable, less current portion	1,001,930	311,042
Other postemployment benefits	2,665,578	774,919
Net pension liability	4,572,455	1,329,274
Total noncurrent liabilities	95,245,010	2,415,235
Total liabilities	107,231,478	4,506,592
DEFERRED INFLOWS OF RESOURCES		
Deferred amounts related to other postemployment benefits	83,903	24,392
Deferred amounts related to pensions	2,920,753	815,348
Total deferred inlows of resources	3,004,656	839,740
NET POSITION (DEFICIT)		
Net investment in capital assets	137,399,785	3,755
Restricted for:		
Revenue bond covenants	2,299,384	-
Unrestricted (deficit)	45,128,338	(3,509,621)
Total net position (deficit)	$ 184,827,507	$ (3,505,866)

Major Enterprise Funds
Statements of Revenues, Expenses, and Changes in Net Position
For the Year Ended September 30, 2018

	Water & Sewer	Sanitation
OPERATING REVENUES		
Charges for services:		
Water sales	$ 23,420,190	$ -
Sewer service	19,096,323	-
Stormwater utility fees	3,880,546	-
Garbage fees	-	11,890,131
Recycling fees	-	21,855
Total operating revenues	46,397,059	11,911,986
OPERATING EXPENSES		
Personal services and benefits	9,603,027	3,353,426
Supplies, services and claims	12,728,677	4,947,516
Depreciation and amortization	12,540,654	1,298
Total operating expenses	34,872,358	8,302,240
Operating income	11,524,701	3,609,746
NONOPERATING REVENUES (EXPENSES)		
Investment earnings	54,395	-
Interest expense	(3,203,498)	-
Equity in loss of Regional Wastewater Joint Venture	(748,657)	-
Miscellaneous income	97,422	-
	(3,800,338)	-
Income before contributions and transfers	7,724,363	3,609,746
Capital contributions	2,138,466	-
Transfers:		
Transfers in	-	10,000
Transfers out	(7,342,069)	(2,383,116)
Total transfers	(7,342,069)	(2,373,116)
Change in net position	2,520,760	1,236,630
Net position (deficit) - beginning of year, as originally reported	183,861,255	(4,310,198)
Restatement for implementation of GASB Statement 75	(1,554,508)	(432,298)
Net position (deficit) - beginning of year, as restated	182,306,747	(4,742,496)
Net position (deficit) - end of year	$ 184,827,507	$ (3,505,866)

Major Enterprise Funds
Statements of Cash Flows
For the Year Ended September 30, 2018

	Water & Sewer	Sanitation
Cash Flows From Operating Activities		
Receipts from customers and users	$ 46,429,344	$ 12,037,926
Receipts from others	97,422	-
Payments to suppliers	(11,013,788)	(4,090,826)
Payments to employees	(10,649,564)	(3,543,487)
Payments for interfund services used	(795,092)	(2,026,151)
Net cash provided by operating activities	24,068,322	2,377,462
Cash Flows From Non-Capital Financing Activities		
Transfers in	-	10,000
Transfers out	(7,342,069)	(2,383,116)
Net cash used in non-capital financing activities	(7,342,069)	(2,373,116)
Cash Flows From Capital and Related Financing Activities		
Acquisition of capital assets	(7,937,388)	(4,346)
Capital contributions	2,138,466	-
Proceeds from issuance of revenue bonds	11,065,000	-
Principal payments on revenue bonds	(3,425,000)	-
Interest payments on revenue bonds	(3,261,374)	-
Net cash used in capital and related financing activities	(1,420,296)	(4,346)
Cash Flows From Investing Activity		
Interest on investments	54,395	-
Net cash provided by investing activity	54,395	-
Increase in cash and cash equivalents	15,360,352	-
Cash and cash equivalents - beginning of year	73,320,701	-
Cash and cash equivalents - end of year	$ 88,681,053	$ -
Reconciliation of Operating Income to Net Cash Provided By Operating Activities:		
Operating income	$ 11,524,701	$ 3,609,746
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation and amortization	12,540,654	1,298
Provision for doubtful accounts	(327,293)	-
Miscellaneous income	97,422	-
Changes in operating assets and liabilities:		
Accounts receivable	364,208	112,532
Due from other governments	-	13,408
Prepaid expenses	(73,518)	-
Deferred amounts related to pensions	158,490	56,784
Deferred amounts related to other postemployment benefits	83,903	24,392
Accounts payable	986,648	30,378
Accrued expenses	8,492	14,818
Refundable deposits	6,431	-
Due to other governments	6,667	-
Due to other funds	-	(1,199,839)
Customer deposits	(11,061)	-
Compensated absences payable	(10,316)	10,129
Other postemployment benefits	85,087	24,736
Net pension liability	(1,372,193)	(320,920)
Total adjustments	12,543,621	(1,232,284)
Net cash provided by operating activities	$ 24,068,322	$ 2,377,462
Noncash Investing, Capital and Related Financing Activities:		
Equity in loss of Regional Wastewater Joint Venture	$ (748,657)	$ -
Amortization of bond premiums	305,467	-
Amortization of charges on refundings	(137,157)	-

Water & Sewer Fund
Statement of Net Position
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Current assets:		
Pooled cash and investments	$ 26,246,058	$ 24,896,945
Accounts receivable, net	5,096,006	5,142,152
Prepaid expenses	85,533	12,015
	31,427,597	30,051,112
Restricted assets:		
Restricted pooled cash and investments:		
Customer deposits	1,441,762	1,462,054
Revenue bond covenants	7,331,384	7,009,114
Capital improvements	53,661,849	39,952,588
	62,434,995	48,423,756
Restricted accounts receivable - customer deposits	38,722	29,491
	62,473,717	48,453,247
Total current assets	93,901,314	78,504,359
Noncurrent assets:		
Investment in Regional Wastewater Joint Venture	18,810,713	19,559,370
Intangible assets	2,910,000	2,910,000
Capital assets not being depreciated	16,608,968	11,614,834
Capital assets, net of accumulated depreciation	160,193,280	169,164,701
Total noncurrent assets	198,522,961	203,248,905
Total assets	292,424,275	281,753,264
DEFERRED OUTFLOWS OF RESOURCES		
Deferred charges on debt refundings	736,521	927,867
Deferred amounts related to pensions	1,902,845	2,532,591
Total deferred outflows of resources	2,639,366	3,460,458
LIABILITIES		
Current liabilities:		
Accounts payable	2,357,504	1,370,856
Accrued expenses	288,836	280,344
Contracts payable	52,800	87,756
Refundable deposits	115,122	108,691
Compensated absences payable	149,714	151,055
Due to other governments	55,743	49,076
	3,019,719	2,047,778
Current liabilities payable from restricted assets:		
Customer deposits	1,480,484	1,491,545
Revenue bonds, current maturities	3,605,000	3,425,000
Accrued revenue bond interest	1,427,000	1,370,755
Contracts payable	2,454,265	1,793,330
	8,966,749	8,080,630
Total current liabilities	11,986,468	10,128,408
Noncurrent liabilities:		
Revenue bonds payable, less current maturities, plus unamortized premium	87,005,047	79,850,514
Compensated absences payable, less current portion	1,001,930	1,010,905
Other postemployment benefits	2,665,578	1,025,983
Net pension liability	4,572,455	5,944,648
Total noncurrent liabilities	95,245,010	87,832,050
Total liabilities	107,231,478	97,960,458
DEFERRED INFLOWS OF RESOURCES		
Deferred amounts related to other postemployment benefits	83,903	-
Deferred amounts related to pensions	2,920,753	3,392,009
Total deferred inlows of resources	3,004,656	3,392,009
NET POSITION		
Net investment in capital assets	137,399,785	135,663,279
Restricted for:		
Revenue bond covenants	2,299,384	2,213,359
Unrestricted	45,128,338	45,984,617
Total net position	$ 184,827,507	$ 183,861,255

Water & Sewer Fund
Statement of Revenues, Expenses, and Changes in Net Position
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
OPERATING REVENUES		
Charges for services:		
Water sales	$ 23,420,190	$ 23,369,589
Sewer service	19,096,323	18,876,837
Stormwater utility fees	3,880,546	3,810,401
Total operating revenues	46,397,059	46,056,827
OPERATING EXPENSES		
Personal services and benefits	9,603,027	10,406,105
Supplies, services and claims	12,728,677	12,211,184
Depreciation and amortization	12,540,654	11,687,167
Total operating expenses	34,872,358	34,304,456
Operating income	11,524,701	11,752,371
NONOPERATING REVENUES (EXPENSES)		
Investment earnings	54,395	314,624
Interest expense	(3,203,498)	(1,635,333)
Equity in loss of Regional Wastewater Joint Venture	(748,657)	(1,349,711)
Loss on disposal of capital assets	-	(202,978)
Miscellaneous income	97,422	40,178
	(3,800,338)	(2,833,220)
Income before contributions and transfers	7,724,363	8,919,151
Capital contributions	2,138,466	215,756
Transfers:		
Transfers out	(7,342,069)	(6,368,878)
Total transfers	(7,342,069)	(6,368,878)
Change in net position	2,520,760	2,766,029
Net position - beginning of year, as originally reported	183,861,255	181,095,226
Restatement for implementation of GASB Statement 75	(1,554,508)	-
Net position - beginning of year, as restated	182,306,747	181,095,226
Net position - end of year	$ 184,827,507	$ 183,861,255

Water & Sewer Fund
Statement of Cash Flows
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
Cash Flows From Operating Activities		
Receipts from customers and users	$ 46,429,344	$ 45,850,201
Receipts from others	97,422	40,178
Payments to suppliers	(11,013,788)	(11,846,544)
Payments to employees	(10,649,564)	(11,256,169)
Payments for interfund services used	(795,092)	(670,970)
Net cash provided by operating activities	24,068,322	22,116,696
Cash Flows From Non-Capital Financing Activity		
Transfers out	(7,342,069)	(6,368,878)
Net cash used in non-capital financing activity	(7,342,069)	(6,368,878)
Cash Flows From Capital and Related Financing Activities		
Acquisition of capital assets	(7,937,388)	(17,520,170)
Capital contributions	2,138,466	215,756
Proceeds from issuance of revenue bonds	11,065,000	23,000,000
Bond issuance costs paid	-	(54,189)
Principal payments on revenue bonds	(3,425,000)	(3,255,000)
Interest payments on revenue bonds	(3,261,374)	(3,136,770)
Net cash used in capital and related financing activities	(1,420,296)	(750,373)
Cash Flows From Investing Activity		
Interest on investments	54,395	314,624
Net cash provided by investing activity	54,395	314,624
Increase in cash and cash equivalents	15,360,352	15,312,069
Cash and cash equivalents - beginning of year	73,320,701	58,008,632
Cash and cash equivalents - end of year	$ 88,681,053	$ 73,320,701
Reconciliation of Operating Income to Net Cash Provided By Operating Activities:		
Operating income	$ 11,524,701	$ 11,752,371
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation and amortization	12,540,654	11,687,167
Provision for doubtful accounts	(327,293)	13,252
Miscellaneous income	97,422	40,178
Changes in operating assets and liabilities:		
Accounts receivable	364,208	(237,408)
Prepaid expenses	(73,518)	68,294
Deferred amounts related to pensions	158,490	(16,465)
Deferred amounts related to other postemployment benefits	83,903	-
Accounts payable	986,648	(382,645)
Accrued expenses	8,492	(6,747)
Refundable deposits	6,431	(6,719)
Due to other governments	6,667	8,021
Customer deposits	(11,061)	24,249
Compensated absences payable	(10,316)	21,311
Other postemployment benefits	85,087	79,944
Net pension liability	(1,372,193)	(928,107)
Total adjustments	12,543,621	10,364,325
Net cash provided by operating activities	$ 24,068,322	$ 22,116,696
Noncash Investing, Capital and Related Financing Activities:		
Equity in loss of Regional Wastewater Joint Venture	$ (748,657)	$ (1,349,711)
Loss on disposal of capital assets	-	(202,978)
Amortization of bond premiums	305,467	313,067
Amortization of charges on refundings	(137,157)	(137,158)
Capitalized interest	-	(1,488,507)

Sanitation Fund
Statement of Net Position
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Current assets:		
Accounts receivable, net	$ 1,277,622	$ 1,390,154
Due from other governments	5,907	19,315
Total current assets	1,283,529	1,409,469
Noncurrent assets:		
Capital assets, net of accumulated depreciation	3,755	707
Total noncurrent assets	3,755	707
Total assets	1,287,284	1,410,176
DEFERRED OUTFLOWS OF RESOURCES		
Deferred amounts related to pensions	553,182	703,030
LIABILITIES		
Current liabilities:		
Accounts payable	178,200	147,822
Accrued expenses	121,648	106,830
Compensated absences payable	46,478	45,161
Due to other funds	1,745,031	2,944,870
Total current liabilities	2,091,357	3,244,683
Noncurrent liabilities:		
Compensated absences payable, less current portion	311,042	302,230
Other postemployment benefits	774,919	317,885
Net pension liability	1,329,274	1,650,194
Total noncurrent liabilities	2,415,235	2,270,309
Total liabilities	4,506,592	5,514,992
DEFERRED INFLOWS OF RESOURCES		
Deferred amounts related to other postemployment benefits	24,392	-
Deferred amounts related to pensions	815,348	908,412
Total deferred inlows of resources	839,740	908,412
NET POSITION (DEFICIT)		
Net investment in capital assets	3,755	707
Unrestricted (deficit)	(3,509,621)	(4,310,905)
Total net position (deficit)	$ (3,505,866)	$ (4,310,198)

Sanitation Fund
Statement of Revenues, Expenses, and Changes in Net Position
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
OPERATING REVENUES		
Charges for services:		
Garbage fees	$ 11,890,131	$ 11,781,261
Recycling fees	21,855	73,610
Total operating revenues	11,911,986	11,854,871
OPERATING EXPENSES		
Personal services and benefits	3,353,426	3,260,229
Supplies, services and claims	4,947,516	5,177,519
Depreciation and amortization	1,298	7,910
Total operating expenses	8,302,240	8,445,658
Operating income	3,609,746	3,409,213
Transfers:		
Transfers in	10,000	10,000
Transfers out	(2,383,116)	(3,537,242)
Total transfers	(2,373,116)	(3,527,242)
Change in net position	**1,236,630**	**(118,029)**
Net position (deficit) - beginning of year, as originally reported	(4,310,198)	**(4,192,169)**
Restatement for implementation of GASB Statement 75	(432,298)	-
Net position (deficit) - beginning of year, as restated	(4,742,496)	(4,192,169)
Net position (deficit) - end of year	$ (3,505,866)	$ (4,310,198)

Sanitation Fund
Statement of Cash Flows
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
Cash Flows From Operating Activities		
Receipts from customers and users	$ 12,037,926	$ 11,763,820
Payments to suppliers	(4,090,826)	(3,064,440)
Payments to employees	(3,543,487)	(3,390,606)
Payments for interfund services used	(2,026,151)	(1,781,532)
Net cash provided by operating activities	2,377,462	3,527,242
Cash Flows From Non-Capital Financing Activities		
Transfers in	10,000	10,000
Transfers out	(2,383,116)	(3,537,242)
Net cash used in non-capital financing activities	(2,373,116)	(3,527,242)
Cash Flows From Capital and Related Financing Activity		
Acquisition of capital assets	(4,346)	-
Net cash used in capital and related financing activity	(4,346)	-
Increase in cash and cash equivalents	-	-
Cash and cash equivalents - beginning of year	-	-
Cash and cash equivalents - end of year	$ -	$ -
Reconciliation of Operating Income to Net Cash Provided By Operating Activities:		
Operating income	$ 3,609,746	$ 3,409,213
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation and amortization	1,298	7,910
Changes in operating assets and liabilities:		
Accounts receivable	112,532	(82,200)
Due from other governments	13,408	(8,851)
Deferred amounts related to pensions	56,784	1,969
Deferred amounts related to other postemployment benefits	24,392	-
Accounts payable	30,378	(40,367)
Accrued expenses	14,818	27,054
Due to other funds	(1,199,839)	371,914
Compensated absences payable	10,129	(2,804)
Other postemployment benefits	24,736	47,060
Net pension liability	(320,920)	(203,656)
Total adjustments	(1,232,284)	118,029
Net cash provided by operating activities	$ 2,377,462	$ 3,527,242

NON-MAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Special Revenue Funds are funds containing certain revenue sources set aside for a specific purpose. Some funds contain legal restrictions requiring that they may only be spent for a specific purpose.

Grants Fund: To account for Parks Development Grants and Law Enforcement Grants received by the City.
FEMA Hurricane Fund: To account for hurricane related grants and expenditures.
SHIP Grant Fund: To account for revenues and expenditures related to the State's affordable housing initiative program.
CDBG Grant Fund: To account for revenues and expenditures related to the Community Development Block Grant.
Traffic Safety Fund: To account for revenues and expenditures related to red light traffic cameras.
Local Option Gas Tax Fund: To account for gas tax revenues restricted for roadway program expenditures.
Community Improvements Fund: To account for revenues and expenditures relative to the City's low-income home improvements program.
Green Building Fund: To account for revenues and expenditures related to the City's energy improvements to public buildings.
Public Art Fund: To account for fees collected from developers to be used by the City for establishing and enhancing public art throughout the City.
Recreation Program Fund: To account for revenues and expenditures relative to recreation programs in the City.
Boynton Beach Memorial Park Fund: To account for revenues and expenditures relative to the City's two cemeteries.
Community Services Fund: To account for assets that are restricted for designated purposes.

DEBT SERVICE FUNDS

Debt Service Funds are used to account for resources accumulated and payments made for principal and interest on long-term debt of governmental funds.

Public Service Tax Debt Service Fund:
The Public Service Tax Debt Service Fund accounts for the payment of principal and interest and fiscal charges on the City's revenue bonds which are payable from non-ad valorem revenues.
Boynton Beach CRA Debt Service Fund: To account for the accumulation of resources for the annual payment of principal and interest on long-term obligation debt of the Boynton Beach Community Redevelopment Agency.

CAPITAL PROJECTS FUNDS

Capital projects funds are used to account for the acquisition and construction of major capital facilities other than those financed by proprietary and trust funds.

General Capital Improvements Fund: To account for City construction projects, such as major improvements to general City buildings and improvements to streets and sidewalks.
Parks & Recreational Facilities Fund: To account for the acquisition or development of City parks and recreational lands funded by fees collected from developers.
Boynton Beach CRA Bond Projects Fund: To account for capital projects funded through bonds issued by the Boynton Beach Community Redevelopment Agency.
Local Government Surtax Improvement Fund: To account for infrastructure projects that will be funded by the one-cent sales surtax.

Non-Major Governmental Funds
Combining Balance Sheet
September 30, 2018

	Special Revenue Funds			
	Grants	FEMA Hurricane	SHIP Grant	CDBG Grant
ASSETS				
Pooled cash and investments	$ -	$ 900,130	$ 1,104,448	$ -
Receivables, net	-	-	-	-
Due from other governments	56,256	-	-	156,208
Due from other funds	-	-	-	-
Prepaid items	-	-	-	-
Total assets	$ 56,256	$ 900,130	$ 1,104,448	$ 156,208
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE (DEFICIT)				
Liabilities:				
Accounts payable	$ 11,660	$ 74,807	$ -	$ 49,512
Accrued liabilities	-	-	-	-
Due to other funds	107,875	-	-	106,027
Due to other governments	-	-	-	-
Refundable deposits	-	-	-	-
Total liabilities	119,535	74,807	-	155,539
Deferred inflows of resources:				
Unavailable revenue	74,175	-	622,841	-
Fund balance (deficit):				
Nonspendable:				
Prepaid items	-	-	-	-
Restricted for:				
Public safety	-	-	-	-
Grant programs	-	825,323	481,607	669
Debt service	-	-	-	-
Capital projects	-	-	-	-
Other purposes	-	-	-	-
Committed for:				
Capital projects	-	-	-	-
Assigned to:				
Debt service	-	-	-	-
Public safety	-	-	-	-
Culture and recreation	-	-	-	-
Cemetery maintenance	-	-	-	-
Capital projects	-	-	-	-
Unassigned (deficit)	(137,454)	-	-	-
Total fund balance (deficit)	(137,454)	825,323	481,607	669
Total liabilities, deferred inflows of resources and fund balance (deficit)	$ 56,256	$ 900,130	$ 1,104,448	$ 156,208

Special Revenue Funds								
Traffic Safety	Local Option Gas Tax	Community Improvements	Green Building	Public Art	Recreation Program	Boynton Beach Memorial Park	Community Services	Sub Total Special Revenue Funds
$ 1,574,654	$ 345,322	$ -	$ 166,460	$ 179,389	$ 441,771	$ 3,271,386	$ 851,194	$ 8,834,754
1,347	-	-	-	-	1,334	13,489	-	16,170
59,721	112,277	-	-	-	-	-	4,045	388,507
-	-	-	-	-	-	-	-	-
-	-	-	-	-	64	-	114	178
$ 1,635,722	$ 457,599	$ -	$ 166,460	$ 179,389	$ 443,169	$ 3,284,875	$ 855,353	$ 9,239,609
$ 137,214	$ 350	$ 74	$ 1,000	$ 1,691	$ 16,418	$ 4,022	$ 608	$ 297,356
-	-	10,325	-	5,957	3,798	7,938	-	28,018
-	-	10,526	-	-	-	-	-	224,428
152,311	-	-	-	-	-	-	-	152,311
-	-	-	-	65,072	-	-	3,306	68,378
289,525	350	20,925	1,000	72,720	20,216	11,960	3,914	770,491
-	-	60,872	-	-	-	-	-	757,888
-	-	-	-	-	64	-	114	178
-	-	-	-	-	-	-	293,168	293,168
-	-	-	-	-	-	-	-	1,307,599
-	-	-	-	-	-	-	-	-
-	457,249	-	-	-	-	-	-	457,249
-	-	-	-	-	-	-	558,157	558,157
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
1,346,197	-	-	-	-	-	-	-	1,346,197
-	-	-	-	106,669	422,889	-	-	529,558
-	-	-	-	-	-	3,272,915	-	3,272,915
-	-	-	165,460	-	-	-	-	165,460
-	-	(81,797)	-	-	-	-	-	(219,251)
1,346,197	457,249	(81,797)	165,460	106,669	422,953	3,272,915	851,439	7,711,230
$ 1,635,722	$ 457,599	$ -	$ 166,460	$ 179,389	$ 443,169	$ 3,284,875	$ 855,353	$ 9,239,609

(Continued)

Non-Major Governmental Funds
Combining Balance Sheet (Continued)
September 30, 2018

	Debt Service Funds			Capital Projects Funds	
	Public Service Tax Debt Service	Boynton Beach CRA Debt Service	Sub Total Debt Service Funds	General Capital Improvements	Parks & Recreational Facilities
ASSETS					
Pooled cash and investments	$ 4,223,066	$ 91,183	$ 4,314,249	$ 1,302,970	$ 356,038
Receivables, net	699,778	-	699,778	-	-
Due from other governments	189,511	-	189,511	-	-
Due from other funds	-	-	-	2,000,000	-
Prepaid items	-	-	-	-	-
Total assets	$ 5,112,355	$ 91,183	$ 5,203,538	$ 3,302,970	$ 356,038
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE (DEFICIT)					
Liabilities:					
Accounts payable	$ 1,400	$ -	$ 1,400	$ 870,779	$ 5,383
Accrued liabilities	-	-	-	-	-
Due to other funds	-	-	-	-	-
Due to other governments	-	-	-	-	-
Refundable deposits	-	-	-	-	-
Total liabilities	1,400	-	1,400	870,779	5,383
Deferred inflows of resources:					
Unavailable revenue	-	-	-	-	-
Fund balance (deficit):					
Nonspendable:					
Prepaid items	-	-	-	-	-
Restricted for:					
Public safety	-	-	-	-	-
Grant programs	-	-	-	-	-
Debt service	-	91,183	91,183	-	-
Capital projects	-	-	-	-	-
Other purposes	-	-	-	-	-
Committed for:					
Capital projects	-	-	-	-	-
Assigned to:					
Debt service	5,110,955	-	5,110,955	-	-
Public safety	-	-	-	-	-
Culture and recreation	-	-	-	-	-
Cemetery maintenance	-	-	-	-	-
Capital projects	-	-	-	2,432,191	350,655
Unassigned (deficit)	-	-	-	-	-
Total fund balance (deficit)	5,110,955	91,183	5,202,138	2,432,191	350,655
Total liabilities, deferred inflows of resources and fund balance (deficit)	$ 5,112,355	$ 91,183	$ 5,203,538	$ 3,302,970	$ 356,038

Capital Projects Funds			
Boynton Beach CRA Bond Projects	Local Government Surtax Improvement	Sub Total Capital Projects Funds	Non-Major Governmental Funds Total
$ 11,156,356	$ 6,801,535	$ 19,616,899	$ 32,765,902
-	-	-	715,948
-	348,626	348,626	926,644
-	-	2,000,000	2,000,000
56,255	-	56,255	56,433
$ 11,212,611	$ 7,150,161	$ 22,021,780	$ 36,464,927
$ 105,932	$ 43,361	$ 1,025,455	$ 1,324,211
-	-	-	28,018
-	-	-	224,428
-	-	-	152,311
1,000	-	1,000	69,378
106,932	43,361	1,026,455	1,798,346
-	-	-	757,888
56,255	-	56,255	56,433
-	-	-	293,168
-	-	-	1,307,599
-	-	-	91,183
-	7,106,800	7,106,800	7,564,049
-	-	-	558,157
5,777,612	-	5,777,612	5,777,612
-	-	-	5,110,955
-	-	-	1,346,197
-	-	-	529,558
-	-	-	3,272,915
5,271,812	-	8,054,658	8,220,118
-	-	-	(219,251)
11,105,679	7,106,800	20,995,325	33,908,693
$ 11,212,611	$ 7,150,161	$ 22,021,780	$ 36,464,927

Non-Major Governmental Funds
Combining Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended September 30, 2018

	Special Revenue Funds			
	Grants	FEMA Hurricane	SHIP Grant	CDBG Grant
REVENUES				
Taxes, net of tax increment revenue	$ -	$ -	$ -	$ -
Licenses and permits	-	-	-	-
Intergovernmental	254,972	10,501	459,661	472,377
Charges for services	-	-	-	-
Fines and forfeitures	-	-	-	-
Investment earnings	-	-	856	-
Donations	-	-	-	-
Miscellaneous	-	-	17,877	3,659
Total revenues	254,972	10,501	478,394	476,036
EXPENDITURES				
Current:				
General government	-	895,080	-	-
Public safety	92,853	-	-	-
Physical environment	-	-	-	-
Economic environment	-	-	157,070	280,254
Culture and recreation	116,789	-	-	-
Capital outlay:				
Public safety	15,811	-	-	-
Physical environment	-	-	-	-
Economic environment	-	-	-	-
Culture and recreation	29,517	-	-	-
Debt service:				
Principal retirement	-	-	-	-
Interest charges	-	-	-	-
Total expenditures	254,970	895,080	157,070	280,254
Revenues over (under) expenditures	2	(884,579)	321,324	195,782
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	-	-
Transfers out	-	-	(31,283)	(202,987)
Proceeds from sale of capital assets	-	-	-	-
Issuance of installment debt	-	-	-	-
Total other financing sources and uses	-	-	(31,283)	(202,987)
Net change in fund balance	2	(884,579)	290,041	(7,205)
Fund balance (deficit) - beginning of year	(137,456)	1,709,902	191,566	7,874
Fund balance (deficit) - end of year	$ (137,454)	$ 825,323	$ 481,607	$ 669

Special Revenue Funds								
Traffic Safety	Local Option Gas Tax	Community Improvements	Green Building	Public Art	Recreation Program	Boynton Beach Memorial Park	Community Services	Sub Total Special Revenue Funds
$ -	$ 1,350,572	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,350,572
-	-	-	-	287,773	-	-	-	287,773
-	-	-	-	-	-	-	-	1,197,511
-	-	-	80,883	-	474,314	132,819	11,942	699,958
1,605,711	-	-	-	-	-	-	56,342	1,662,053
1,286	575	-	118	-	363	27,380	592	31,170
-	-	-	-	67,653	-	-	211,528	279,181
-	-	6,354	-	-	23,818	11,615	-	63,323
1,606,997	1,351,147	6,354	81,001	355,426	498,495	171,814	280,404	5,571,541
225,982	-	-	-	-	-	311,437	-	1,432,499
793,896	-	-	-	-	-	-	202,178	1,088,927
-	1,150	-	6,875	-	-	-	-	8,025
-	-	241,997	-	-	-	-	-	679,321
-	-	-	-	184,967	431,071	-	12,103	744,930
-	-	-	-	-	-	-	18,953	34,764
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	-	-	-	-	11,829	-	-	41,346
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
1,019,878	1,150	241,997	6,875	184,967	442,900	311,437	233,234	4,029,812
587,119	1,349,997	(235,643)	74,126	170,459	55,595	(139,623)	47,170	1,541,729
-	-	234,270	-	20,000	-	-	-	254,270
(100,000)	(1,298,850)	-	-	-	(100,000)	(41,263)	-	(1,774,383)
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
(100,000)	(1,298,850)	234,270	-	20,000	(100,000)	(41,263)	-	(1,520,113)
487,119	51,147	(1,373)	74,126	190,459	(44,405)	(180,886)	47,170	21,616
859,078	406,102	(80,424)	91,334	(83,790)	467,358	3,453,801	804,269	7,689,614
$ 1,346,197	$ 457,249	$ (81,797)	$ 165,460	$ 106,669	$ 422,953	$ 3,272,915	$ 851,439	$ 7,711,230

(Continued)

Non-Major Governmental Funds
Combining Statement of Revenues, Expenditures, and Changes in Fund Balance (Continued)
For the Year Ended September 30, 2018

	Debt Service Funds			Capital Projects Funds	
	Public Service Tax Debt Service	Boynton Beach CRA Debt Service	Sub Total Debt Service Funds	General Capital Improvements	Parks & Recreational Facilities
REVENUES					
Taxes, net of tax increment revenue	$ 10,060,286	$ -	$ 10,060,286	$ -	$ -
Licenses and permits	-	-	-	-	-
Intergovernmental	-	-	-	50,000	-
Charges for services	-	-	-	-	29,250
Fines and forfeitures	-	-	-	-	-
Investment earnings	2,687	10,723	13,410	103	255
Donations	-	-	-	-	-
Miscellaneous	-	-	-	2,000,000	-
Total revenues	10,062,973	10,723	10,073,696	2,050,103	29,505
EXPENDITURES					
Current:					
General government	5,750	-	5,750	3,250	-
Public safety	-	-	-	-	-
Physical environment	-	-	-	-	12,983
Economic environment	-	-	-	-	-
Culture and recreation	-	-	-	25,772	-
Capital outlay:					
Public safety	-	-	-	-	-
Physical environment	-	-	-	22,735	-
Economic environment	-	-	-	-	-
Culture and recreation	-	-	-	2,219,777	-
Debt service:					
Principal retirement	1,940,000	1,670,000	3,610,000	721,623	-
Interest charges	406,770	468,786	875,556	35,663	-
Total expenditures	2,352,520	2,138,786	4,491,306	3,028,820	12,983
Revenues over (under) expenditures	7,710,453	(2,128,063)	5,582,390	(978,717)	16,522
OTHER FINANCING SOURCES (USES)					
Transfers in	-	2,140,955	2,140,955	1,095,370	-
Transfers out	(7,115,000)	-	(7,115,000)	-	(45,370)
Proceeds from sale of capital assets	-	-	-	-	-
Issuance of installment debt	-	-	-	925,000	-
Total other financing sources and uses	(7,115,000)	2,140,955	(4,974,045)	2,020,370	(45,370)
Net change in fund balance	595,453	12,892	608,345	1,041,653	(28,848)
Fund balance (deficit) - beginning of year	4,515,502	78,291	4,593,793	1,390,538	379,503
Fund balance (deficit) - end of year	$ 5,110,955	$ 91,183	$ 5,202,138	$ 2,432,191	$ 350,655

Capital Projects Funds			
Boynton Beach CRA Bond Projects	Local Government Surtax Improvement	Sub Total Capital Projects Funds	Non-Major Governmental Funds Total
$ -	$ -	$ -	$ 11,410,858
-	-	-	287,773
-	5,241,879	5,291,879	6,489,390
-	-	29,250	729,208
-	-	-	1,662,053
185,423	10,361	196,142	240,722
-	-	-	279,181
-	-	2,000,000	2,063,323
185,423	5,252,240	7,517,271	23,162,508
-	-	3,250	1,441,499
-	-	-	1,088,927
-	-	12,983	21,008
5,484,466	-	5,484,466	6,163,787
-	68,240	94,012	838,942
-	-	-	34,764
-	-	22,735	22,735
3,717,027	-	3,717,027	3,717,027
-	1,079,022	3,298,799	3,340,145
-	-	721,623	4,331,623
-	-	35,663	911,219
9,201,493	1,147,262	13,390,558	21,911,676
(9,016,070)	4,104,978	(5,873,287)	1,250,832
9,681,225	-	10,776,595	13,171,820
-	-	(45,370)	(8,934,753)
1,154,212	-	1,154,212	1,154,212
-	-	925,000	925,000
10,835,437	-	12,810,437	6,316,279
1,819,367	4,104,978	6,937,150	7,567,111
9,286,312	3,001,822	14,058,175	26,341,582
$ 11,105,679	$ 7,106,800	$ 20,995,325	$ 33,908,693

Grants Fund
Balance Sheet
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Due from other governments	$ 56,256	$ 36,247
Prepaid items	-	2,100
Total assets	$ 56,256	$ 38,347
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE (DEFICIT)		
Liabilities:		
Accounts payable	$ 11,660	$ 2,259
Due to other funds	107,875	126,631
Total liabilities	119,535	128,890
Deferred inflows of resources:		
Unavailable revenue	74,175	46,913
Fund balance (deficit):		
Nonspendable:		
Prepaid items	-	2,100
Unassigned (deficit)	(137,454)	(139,556)
Total fund balance (deficit)	(137,454)	(137,456)
Total liabilities, deferred inflows of resources and fund balance (deficit)	$ 56,256	$ 38,347

Grants Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
REVENUES		
Intergovernmental	$ 254,972	$ 230,953
Total revenues	254,972	230,953
EXPENDITURES		
Current:		
Public safety	92,853	111,344
Culture and recreation	116,789	115,977
Capital outlay:		
Public safety	15,811	-
Culture and recreation	29,517	3,633
Total expenditures	254,970	230,954
Revenues over (under) expenditures	2	(1)
Net change in fund balance	2	(1)
Fund balance (deficit) - beginning of year	(137,456)	(137,455)
Fund balance (deficit) - end of year	$ (137,454)	$ (137,456)

FEMA Hurricane Fund
Balance Sheet
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Pooled cash and investments	$ 900,130	$ 1,737,671
Total assets	$ 900,130	$ 1,737,671
LIABILITIES AND FUND BALANCE		
Liabilities:		
Accounts payable	$ 74,807	$ 27,769
Total liabilities	74,807	27,769
Fund balance:		
Restricted for grant programs	825,323	1,709,902
Total fund balance	825,323	1,709,902
Total liabilities and fund balance	$ 900,130	$ 1,737,671

FEMA Hurricane Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
REVENUES		
Intergovernmental	$ 10,501	$ -
Total revenues	10,501	-
EXPENDITURES		
Current:		
General government	895,080	38,578
Total expenditures	895,080	38,578
Net change in fund balance	(884,579)	(38,578)
Fund balance - beginning of year	1,709,902	1,748,480
Fund balance - end of year	$ 825,323	$ 1,709,902

SHIP Grant Fund
Balance Sheet
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Pooled cash and investments	$ 1,104,448	$ 960,218
Total assets	$ 1,104,448	$ 960,218
DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE		
Deferred inflows of resources:		
Unavailable revenue	$ 622,841	$ 768,652
Fund balance:		
Restricted for grant programs	481,607	191,566
Total fund balance	481,607	191,566
Total deferred inflows of resources and fund balance	$ 1,104,448	$ 960,218

SHIP Grant Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
REVENUES		
Intergovernmental	$ 459,661	$ 72,568
Investment earnings	856	1,198
Miscellaneous	17,877	59,650
Total revenues	478,394	133,416
EXPENDITURES		
Current:		
Economic environment	157,070	82,043
Total expenditures	157,070	82,043
Revenues over expenditures	321,324	51,373
OTHER FINANCING USES		
Transfers out	(31,283)	(9,474)
Total other financing uses	(31,283)	(9,474)
Net change in fund balance	290,041	41,899
Fund balance - beginning of year	191,566	149,667
Fund balance - end of year	$ 481,607	$ 191,566

CDBG Grant Fund
Balance Sheet
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Due from other governments	$ 156,208	$ 169,507
Total assets	$ 156,208	$ 169,507
LIABILITIES AND FUND BALANCE		
Liabilities:		
Accounts payable	$ 49,512	$ 62,246
Due to other funds	106,027	99,387
Total liabilities	155,539	161,633
Fund balance:		
Restricted for grant programs	669	7,874
Total fund balance	669	7,874
Total liabilities and fund balance	$ 156,208	$ 169,507

CDBG Grant Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
REVENUES		
Intergovernmental	$ 472,377	$ 492,796
Miscellaneous	3,659	-
Total revenues	476,036	492,796
EXPENDITURES		
Current:		
Economic environment	280,254	337,101
Total expenditures	280,254	337,101
Revenues over expenditures	195,782	155,695
OTHER FINANCING SOURCES (USES)		
Transfers in	-	50,000
Transfers out	(202,987)	(197,821)
Total other financing sources and uses	(202,987)	(147,821)
Net change in fund balance	(7,205)	7,874
Fund balance - beginning of year	7,874	-
Fund balance - end of year	$ 669	$ 7,874

Traffic Safety Fund
Balance Sheet
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Pooled cash and investments	$ 1,574,654	$ 886,494
Receivables, net	1,347	8,247
Due from other governments	59,721	-
Total assets	$ 1,635,722	$ 894,741
LIABILITIES AND FUND BALANCE		
Liabilities:		
Accounts payable	$ 137,214	$ 32,291
Due to other governments	152,311	3,372
Total liabilities	289,525	35,663
Fund balance:		
Assigned to:		
Public safety	1,346,197	859,078
Total fund balance	1,346,197	859,078
Total liabilities and fund balance	$ 1,635,722	$ 894,741

Traffic Safety Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
REVENUES		
Fines and forfeitures	$ 1,605,711	$ 856,715
Investment earnings	1,286	1,378
Miscellaneous	-	2,003
Total revenues	1,606,997	860,096
EXPENDITURES		
Current:		
General government	225,982	126,326
Public safety	793,896	225,430
Total expenditures	1,019,878	351,756
Revenues over expenditures	587,119	508,340
OTHER FINANCING USES		
Transfers out	(100,000)	-
Total other financing uses	(100,000)	-
Net change in fund balance	487,119	508,340
Fund balance (deficit) - beginning of year	859,078	350,738
Fund balance - end of year	$ 1,346,197	$ 859,078

Local Option Gas Tax Fund
Balance Sheet
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Pooled cash and investments	$ 345,322	$ 294,449
Due from other governments	112,277	111,653
Total assets	$ 457,599	$ 406,102
LIABILITIES AND FUND BALANCE		
Liabilities:		
Accounts payable	$ 350	$ -
Total liabilities	350	-
Fund balance:		
Restricted for capital projects	457,249	406,102
Total fund balance	457,249	406,102
Total liabilities and fund balance	$ 457,599	$ 406,102

Local Option Gas Tax Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
REVENUES		
Taxes	$ 1,350,572	$ 1,368,662
Investment earnings	575	287
Total revenues	1,351,147	1,368,949
EXPENDITURES		
Current:		
Physical environment	1,150	1,067
Total expenditures	1,150	1,067
Revenues over expenditures	1,349,997	1,367,882
OTHER FINANCING USES		
Transfers out	(1,298,850)	(1,198,925)
Total other financing uses	(1,298,850)	(1,198,925)
Net change in fund balance	51,147	168,957
Fund balance - beginning of year	406,102	237,145
Fund balance - end of year	$ 457,249	$ 406,102

Local Option Gas Tax Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual
For the Year Ended September 30, 2018

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
REVENUES				
Taxes	$ 1,300,000	$ 1,300,000	$ 1,350,572	$ 50,572
Investment earnings	-	-	575	575
Total revenues	1,300,000	1,300,000	1,351,147	51,147
EXPENDITURES				
Current:				
Physical environment	1,150	1,150	1,150	-
Total expenditures	1,150	1,150	1,150	-
Revenues over expenditures	1,298,850	1,298,850	1,349,997	51,147
OTHER FINANCING USES				
Transfers out	(1,298,850)	(1,298,850)	(1,298,850)	-
Total other financing uses	(1,298,850)	(1,298,850)	(1,298,850)	-
Net change in fund balance	$ -	$ -	51,147	$ 51,147
Fund balance - beginning of year			406,102	
Fund balance - end of year			$ 457,249	

Community Improvements Fund
Balance Sheet
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Pooled cash and investments	$ -	$ -
Total assets	$ -	$ -
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCE (DEFICIT)		
Liabilities:		
Accounts payable	$ 74	$ 5
Accrued liabilities	10,325	6,427
Due to other funds	10,526	7,873
Total liabilities	20,925	14,305
Deferred inflows of resources:		
Unavailable revenue	60,872	66,119
Fund balance (deficit):		
Unassigned (deficit)	(81,797)	(80,424)
Total fund balance (deficit)	(81,797)	(80,424)
Total liabilities, deferred inflows of resources and fund balance (deficit)	$ -	$ -

Community Improvements Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
REVENUES		
Miscellaneous	$ 6,354	$ 1,178
Total revenues	6,354	1,178
EXPENDITURES		
Current:		
Economic environment	241,997	226,600
Total expenditures	241,997	226,600
Revenues over (under) expenditures	(235,643)	(225,422)
OTHER FINANCING SOURCES		
Transfers In	234,270	207,295
Total other financing sources	234,270	207,295
Net change in fund balance	(1,373)	(18,127)
Fund balance (deficit) - beginning of year	(80,424)	(62,297)
Fund balance (deficit) - end of year	$ (81,797)	$ (80,424)

Community Improvements Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual
For the Year Ended September 30, 2018

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
REVENUES				
Miscellaneous	$ 7,100	$ 7,100	$ 6,354	$ (746)
Total revenues	7,100	7,100	6,354	(746)
EXPENDITURES				
Current:				
Economic environment	238,756	238,756	241,997	(3,241)
Total expenditures	238,756	238,756	241,997	(3,241)
Revenues over (under) expenditures	(231,656)	(231,656)	(235,643)	(3,987)
OTHER FINANCING SOURCES				
Transfers in	170,000	170,000	234,270	64,270
Appropriated fund balance	61,656	61,656	-	(61,656)
Total other financing sources	231,656	231,656	234,270	2,614
Net change in fund balance	$ -	$ -	(1,373)	$ (1,373)
Fund balance (deficit) - beginning of year			(80,424)	
Fund balance (deficit) - end of year			$ (81,797)	

Green Building Fund
Balance Sheet
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Pooled cash and investments	$ 166,460	$ 91,334
Total assets	$ 166,460	$ 91,334
FUND BALANCE		
Fund balance:		
Assigned to:		
Capital projects	$ 165,460	$ 91,334
Total fund balance	$ 166,460	$ 91,334

Green Building Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
REVENUES		
Charges for services	$ 80,883	$ 32,849
Investment earnings	118	135
Total revenues	81,001	32,984
EXPENDITURES		
Current:		
Physical environment	6,875	12,501
Total expenditures	6,875	12,501
Revenues over expenditures	74,126	20,483
Net change in fund balance	74,126	20,483
Fund balance - beginning of year	91,334	70,851
Fund balance - end of year	$ 165,460	$ 91,334

Public Art Fund
Balance Sheet
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Pooled cash and investments	$ 179,389	$ 16,222
Total assets	$ 179,389	$ 16,222
LIABILITIES AND FUND BALANCE (DEFICIT)		
Liabilities:		
Accounts payable	$ 1,691	$ -
Accrued liabilities	5,957	2,906
Refundable deposits	65,072	97,106
Total liabilities	72,720	100,012
Fund balance (deficit):		
Assigned to:		
Culture and recreation	106,669	-
Unassigned (deficit)	-	(83,790)
Total fund balance (deficit)	106,669	(83,790)
Total liabilities and fund balance (deficit)	$ 179,389	$ 16,222

Public Art Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
REVENUES		
Licenses and permits	$ 287,773	$ 64,077
Donations	67,653	238,417
Total revenues	355,426	302,494
EXPENDITURES		
Current:		
Culture and recreation	184,967	265,183
Total expenditures	184,967	265,183
Revenues over expenditures	170,459	37,311
OTHER FINANCING SOURCES		
Transfers in	20,000	20,000
Total other financing sources	20,000	20,000
Net change in fund balance	190,459	57,311
Fund balance (deficit) - beginning of year	(83,790)	(141,101)
Fund balance (deficit) - end of year	$ 106,669	$ (83,790)

Public Art Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual
For the Year Ended September 30, 2018

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
REVENUES				
Licenses and permits	$ 350,000	$ 350,000	$ 287,773	$ (62,227)
Donations	58,650	58,650	67,653	9,003
Total revenues	408,650	408,650	355,426	(53,224)
EXPENDITURES				
Current:				
Culture and recreation	227,397	228,497	184,967	43,530
Capital outlay:				
Culture and recreation	10,000	8,900	-	8,900
Total expenditures	237,397	237,397	184,967	52,430
Revenues over expenditures	171,253	171,253	170,459	(794)
OTHER FINANCING SOURCES (USES)				
Transfers in	20,000	20,000	20,000	-
Appropriated fund balance	-	-	-	-
Total other financing sources and uses	20,000	20,000	20,000	-
Net change in fund balance	$ 191,253	$ 191,253	190,459	$ (794)
Fund balance (deficit) - beginning of year			(83,790)	
Fund balance - end of year			$ 106,669	

Recreation Program Fund
Balance Sheet
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Pooled cash and investments	$ 441,771	$ 483,661
Receivables, net	1,334	140
Prepaid items	64	-
Total assets	$ 443,169	$ 483,801
LIABILITIES AND FUND BALANCE		
Liabilities:		
Accounts payable	$ 16,418	$ 8,256
Accrued liabilities	3,798	8,187
Total liabilities	20,216	16,443
Fund balance:		
Nonspendable:		
Prepaid items	64	-
Assigned to:		
Culture and recreation	422,889	467,358
Total fund balance	422,953	467,358
Total liabilities and fund balance	$ 443,169	$ 483,801

Recreation Program Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
REVENUES		
Charges for services	$ 474,314	$ 566,048
Investment earnings	363	934
Miscellaneous	23,818	22,094
Total revenues	498,495	589,076
EXPENDITURES		
Current:		
Culture and recreation	431,071	537,361
Capital outlay:		
Culture and recreation	11,829	101,538
Total expenditures	442,900	638,899
Revenues over (under) expenditures	55,595	(49,823)
OTHER FINANCING USES		
Transfers out	(100,000)	(100,000)
Total other financing uses	(100,000)	(100,000)
Net change in fund balance	(44,405)	(149,823)
Fund balance - beginning of year	467,358	617,181
Fund balance - end of year	$ 422,953	$ 467,358

Recreation Program Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual
For the Year Ended September 30, 2018

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
REVENUES				
Charges for services	$ 586,750	$ 586,750	$ 474,314	$ (112,436)
Investment earnings	1,500	1,500	363	(1,137)
Miscellaneous	22,100	22,100	23,818	1,718
Total revenues	610,350	610,350	498,495	(111,855)
EXPENDITURES				
Current:				
Culture and recreation	668,399	668,399	431,071	237,328
Capital outlay:				
Culture and recreation	-	11,829	11,829	-
Total expenditures	668,399	680,228	442,900	237,328
Revenues over (under) expenditures	(58,049)	(69,878)	55,595	125,473
OTHER FINANCING SOURCES (USES)				
Transfers out	(100,000)	(100,000)	(100,000)	-
Appropriated fund balance	158,049	169,878	-	(169,878)
Total other financing sources and uses	58,049	69,878	(100,000)	(169,878)
Net change in fund balance	$ -	$ -	(44,405)	$ (44,405)
Fund balance - beginning of year			467,358	
Fund balance - end of year			$ 422,953	

Boynton Beach Memorial Park Fund
Balance Sheet
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Pooled cash and investments	$ 3,271,386	$ 3,454,077
Receivables, net	13,489	10,565
Total assets	$ 3,284,875	$ 3,464,642
LIABILITIES AND FUND BALANCE		
Liabilities:		
Accounts payable	$ 4,022	$ 4,550
Accrued liabilities	7,938	6,291
Total liabilities	11,960	10,841
Fund balance:		
Assigned to:		
Cemetery maintenance	3,272,915	3,453,801
Total fund balance	3,272,915	3,453,801
Total liabilities and fund balance	$ 3,284,875	$ 3,464,642

Boynton Beach Memorial Park Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
REVENUES		
Charges for services	$ 132,819	$ 143,100
Investment earnings	27,380	23,822
Miscellaneous	11,615	10,525
Total revenues	171,814	177,447
EXPENDITURES		
Current:		
General government	311,437	316,138
Total expenditures	311,437	316,138
Revenues over (under) expenditures	(139,623)	(138,691)
OTHER FINANCING USES		
Transfers out	(41,263)	(43,568)
Total other financing uses	(41,263)	(43,568)
Net change in fund balance	(180,886)	(182,259)
Fund balance - beginning of year	3,453,801	3,636,060
Fund balance - end of year	$ 3,272,915	$ 3,453,801

Boynton Beach Memorial Park Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual
For the Year Ended September 30, 2018

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
REVENUES				
Charges for services	$ 103,000	$ 118,000	$ 132,819	$ 14,819
Investment earnings	20,000	20,000	27,380	7,380
Miscellaneous	7,500	7,500	11,615	4,115
Total revenues	130,500	145,500	171,814	26,314
EXPENDITURES				
Current:				
General government	297,242	312,242	311,437	805
Total expenditures	297,242	312,242	311,437	805
Revenues over (under) expenditures	(166,742)	(166,742)	(139,623)	27,119
OTHER FINANCING SOURCES (USES)				
Transfers out	(41,263)	(41,263)	(41,263)	-
Appropriated fund balance	208,005	208,005	-	(208,005)
Total other financing sources and uses	166,742	166,742	(41,263)	(208,005)
Net change in fund balance	$ -	$ -	(180,886)	$ (180,886)
Fund balance - beginning of year			3,453,801	
Fund balance - end of year			$ 3,272,915	

Community Services Fund
Balance Sheet
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Pooled cash and investments	$ 851,194	$ 805,883
Receivables, net	-	1,352
Due from other governments	4,045	1,394
Prepaid items	114	144
Total assets	$ 855,353	$ 808,773
LIABILITIES AND FUND BALANCE		
Liabilities:		
Accounts payable	$ 608	$ 1,169
Refundable deposits	3,306	3,335
Total liabilities	3,914	4,504
Fund balance:		
Nonspendable:		
Prepaid items	114	144
Restricted for:		
Public safety	293,168	325,021
Other purposes	558,157	479,104
Total fund balance	851,439	804,269
Total liabilities and fund balance	$ 855,353	$ 808,773

Community Services Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
REVENUES		
Charges for services	$ 11,942	$ 16,746
Fines and forfeitures	56,342	54,591
Investment earnings	592	-
Donations	211,528	166,544
Total revenues	280,404	237,881
EXPENDITURES		
Current:		
General government	-	3,297
Public safety	202,178	260,502
Culture and recreation	12,103	60,154
Capital outlay:		
Public safety	18,953	10,250
Total expenditures	233,234	334,203
Revenues over (under) expenditures	47,170	(96,322)
Net change in fund balance	47,170	(96,322)
Fund balance - beginning of year	804,269	900,591
Fund balance - end of year	$ 851,439	$ 804,269

Public Service Tax Debt Service Fund
Balance Sheet
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Pooled cash and investments	$ 4,223,066	$ 3,576,409
Taxes receivable	699,778	700,302
Due from other governments	189,511	238,791
Total assets	$ 5,112,355	$ 4,515,502
LIABILITIES AND FUND BALANCE		
Liabilities:		
Accounts payable	$ 1,400	$ -
Total liabilities	1,400	-
Fund balance:		
Assigned to debt service	5,110,955	4,515,502
Total fund balance	5,110,955	4,515,502
Total liabilities and fund balance	$ 5,112,355	$ 4,515,502

Public Service Tax Debt Service Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
REVENUES		
Taxes	$ 10,060,286	$ 10,134,492
Investment earnings	2,687	4,279
Total revenues	10,062,973	10,138,771
EXPENDITURES		
Current:		
General government	5,750	5,409
Debt service:		
Principal retirement	1,940,000	1,900,000
Interest charges	406,770	446,273
Total expenditures	2,352,520	2,351,682
Revenues over expenditures	7,710,453	7,787,089
OTHER FINANCING USES		
Transfers out	(7,115,000)	(6,920,000)
Total other financing uses	(7,115,000)	(6,920,000)
Net change in fund balance	595,453	867,089
Fund balance - beginning of year	4,515,502	3,648,413
Fund balance - end of year	$ 5,110,955	$ 4,515,502

Public Service Tax Debt Service Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual
For the Year Ended September 30, 2018

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
REVENUES				
Taxes	$ 9,498,500	$ 9,498,500	$ 10,060,286	$ 561,786
Investment earnings	1,500	1,500	2,687	1,187
Total revenues	9,500,000	9,500,000	10,062,973	562,973
EXPENDITURES				
Current:				
General government	35,000	35,000	5,750	29,250
Debt service:				
Principal retirement	1,940,000	1,940,000	1,940,000	-
Interest charges	410,000	410,000	406,770	3,230
Total expenditures	2,385,000	2,385,000	2,352,520	32,480
Revenues over expenditures	7,115,000	7,115,000	7,710,453	595,453
OTHER FINANCING USES				
Transfers out	(7,115,000)	(7,115,000)	(7,115,000)	-
Total other financing uses	(7,115,000)	(7,115,000)	(7,115,000)	-
Net change in fund balance	$ -	$ -	595,453	$ 595,453
Fund balance - beginning of year			4,515,502	
Fund balance - end of year			$ 5,110,955	

Boynton Beach CRA Debt Service Fund
Balance Sheet
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Pooled cash and investments	$ 91,183	$ 78,291
Total assets	$ 91,183	$ 78,291
FUND BALANCE		
Fund balance:		
Restricted for debt service	$ 91,183	$ 78,291
Total fund balance	$ 91,183	$ 78,291

Boynton Beach CRA Debt Service Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
REVENUES		
Investment earnings	$ 10,723	$ 4,421
Total revenues	10,723	4,421
EXPENDITURES		
Debt service:		
Principal retirement	1,670,000	1,625,000
Interest charges	468,786	513,555
Total expenditures	2,138,786	2,138,555
Revenues over (under) expenditures	(2,128,063)	(2,134,134)
OTHER FINANCING SOURCES		
Transfers in	2,140,955	2,140,220
Total other financing sources	2,140,955	2,140,220
Net change in fund balance	12,892	6,086
Fund balance - beginning of year	78,291	72,205
Fund balance - end of year	$ 91,183	$ 78,291

General Capital Improvements Fund
Balance Sheet
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Pooled cash and investments	$ 1,302,970	$ 1,425,096
Due from other funds	2,000,000	-
Total assets	$ 3,302,970	$ 1,425,096
LIABILITIES AND FUND BALANCE		
Liabilities:		
Accounts payable	$ 870,779	$ 34,558
Total liabilities	870,779	34,558
Fund balance:		
Assigned to:		
Capital projects	2,432,191	1,390,538
Total fund balance	2,432,191	1,390,538
Total liabilities and fund balance	$ 3,302,970	$ 1,425,096

General Capital Improvements Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
REVENUES		
Intergovernmental	$ 50,000	$ -
Investment earnings	103	2,272
Miscellaneous	2,000,000	-
Total revenues	2,050,103	2,272
EXPENDITURES		
Current:		
General government	3,250	3,200
Culture and recreation	25,772	-
Capital outlay:		
General government	-	39,295
Physical environment	22,735	129,047
Culture and recreation	2,219,777	939,789
Debt service:		
Principal retirement	721,623	-
Interest charges	35,663	-
Total expenditures	3,028,820	1,111,331
Revenues over (under) expenditures	(978,717)	(1,109,059)
OTHER FINANCING SOURCES		
Transfers in	1,095,370	1,153,925
Issuance of installment debt	925,000	-
Total other financing sources	2,020,370	1,153,925
Net change in fund balance	1,041,653	44,866
Fund balance - beginning of year	1,390,538	1,345,672
Fund balance - end of year	$ 2,432,191	$ 1,390,538

General Capital Improvements Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual
For the Year Ended September 30, 2018

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
REVENUES				
Intergovernmental	$ -	$ 28,500	$ 50,000	$ 21,500
Investment earnings	7,452	7,452	103	(7,349)
Miscellaneous	-	1,600,000	2,000,000	400,000
Total revenues	7,452	1,635,952	2,050,103	414,151
EXPENDITURES				
Current:				
General government	3,250	3,250	3,250	-
Culture and recreation	100,000	98,175	25,772	72,403
Capital outlay:				
General government	90,000	90,000	-	90,000
Physical environment	-	23,790	22,735	1,055
Culture and recreation	1,191,640	3,375,112	2,219,777	1,155,335
Debt service:				
Principal retirement	-	-	721,623	(721,623)
Interest charges	-	-	35,663	(35,663)
Total expenditures	1,384,890	3,590,327	3,028,820	561,507
Revenues over (under) expenditures	(1,377,438)	(1,954,375)	(978,717)	975,658
OTHER FINANCING SOURCES				
Transfers in	1,075,000	1,105,370	1,095,370	(10,000)
Issuance of installment debt	-	-	925,000	925,000
Appropriated fund balance	302,438	849,005	-	(849,005)
Total other financing sources	1,377,438	1,954,375	2,020,370	65,995
Net change in fund balance	$ -	$ -	1,041,653	$ 1,041,653
Fund balance - beginning of year			1,390,538	
Fund balance - end of year			$ 2,432,191	

Parks & Recreational Facilities Fund
Balance Sheet
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Pooled cash and investments	$ 356,038	$ 379,503
Total assets	$ 356,038	$ 379,503
LIABILITIES AND FUND BALANCE		
Liabilities:		
Accounts payable	$ 5,383	$ -
Total liabilities	5,383	-
Fund balance:		
Assigned to:		
Capital projects	350,655	379,503
Total fund balance	$ 356,038	$ 379,503

Parks & Recreational Facilities Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
REVENUES		
Charges for services	$ 29,250	$ 87,024
Investment earnings	255	642
Total revenues	29,505	87,666
EXPENDITURES		
Current:		
Physical environment	12,983	6,883
Capital outlay:		
General government	-	75,983
Total expenditures	12,983	82,866
Revenues over expenditures	16,522	4,800
OTHER FINANCING USES		
Transfers out	(45,370)	(200,000)
Total other financing uses	(45,370)	(200,000)
Net change in fund balance	(28,848)	(195,200)
Fund balance - beginning of year	379,503	574,703
Fund balance - end of year	$ 350,655	$ 379,503

Boynton Beach CRA Bond Projects Fund
Balance Sheet
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Pooled cash and investments	$ 11,156,356	$ 9,803,445
Prepaid items	56,255	66,274
Total assets	$ 11,212,611	$ 9,869,719
LIABILITIES AND FUND BALANCE		
Liabilities:		
Accounts payable	$ 105,932	$ 575,236
Refundable deposits	1,000	8,171
Total liabilities	106,932	583,407
Fund balance:		
Nonspendable:		
Prepaid items	56,255	66,274
Committed for:		
Capital projects	5,777,612	4,231,375
Assigned to:		
Capital projects	5,271,812	4,988,663
Total fund balance	11,105,679	9,286,312
Total liabilities and fund balance	$ 11,212,611	$ 9,869,719

Boynton Beach CRA Bond Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
REVENUES		
Investment earnings	$ 185,423	$ 88,570
Total revenues	185,423	88,570
EXPENDITURES		
Current:		
Economic environment	5,484,466	3,233,455
Capital outlay:		
Economic environment	3,717,027	1,629,663
Total expenditures	9,201,493	4,863,118
Revenues over (under) expenditures	(9,016,070)	(4,774,548)
OTHER FINANCING SOURCES		
Proceeds from the sale of capital assets	1,154,212	-
Transfers in	9,681,225	7,284,610
Total other financing sources	10,835,437	7,284,610
Net change in fund balance	1,819,367	2,510,062
Fund balance - beginning of year	9,286,312	6,776,250
Fund balance - end of year	$ 11,105,679	$ 9,286,312

Local Government Surtax Improvement Fund
Balance Sheet
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Pooled cash and investments	$ 6,801,535	2,841,635
Due from other governments	348,626	335,873
Total assets	$ 7,150,161	$ 3,177,508
LIABILITIES AND FUND BALANCE		
Liabilities:		
Accounts payable	$ 43,361	$ 175,686
Total liabilities	43,361	175,686
Fund balance:		
Restricted for:		
Capital projects	7,106,800	3,001,822
Total fund balance	7,106,800	3,001,822
Total liabilities and fund balance	$ 7,150,161	$ 3,177,508

Local Government Surtax Improvement Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
REVENUES		
Intergovernmental	$ 5,241,879	3,177,508
Investment earnings	10,361	-
Total revenues	5,252,240	3,177,508
EXPENDITURES		
Current:		
Culture and recreation	68,240	-
Capital outlay:		
Culture and recreation	1,079,022	175,686
Total expenditures	1,147,262	175,686
Revenues over expenditures	4,104,978	3,001,822
Net change in fund balance	4,104,978	3,001,822
Fund balance - beginning of year	3,001,822	-
Fund balance - end of year	$ 7,106,800	$ 3,001,822

NON-MAJOR ENTERPRISE FUND

Enterprise funds account for activities for which a fee is charged to external users for services or activities financed with debt that is secured solely by a pledge of the net revenues from fees of the activity.

Golf Course Fund: To account for operations of the City's municipal golf course.

Golf Course Fund
Statement of Net Position
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Current assets:		
Accounts receivable, net	$ 3,525	$ 3,382
Inventories	-	19,097
Total current assets	3,525	22,479
Noncurrent assets:		
Capital assets not being depreciated	1,356,467	1,356,467
Capital assets, net of accumulated depreciation	533,670	617,681
Total noncurrent assets	1,890,137	1,974,148
Total assets	1,893,662	1,996,627
DEFERRED OUTFLOWS OF RESOURCES		
Deferred amounts related to pensions	121,649	204,594
LIABILITIES		
Current liabilities:		
Accounts payable	18,659	13,168
Accrued expenses	37,139	32,276
Due to other funds	974,160	898,113
Unearned revenues	29,651	27,317
Compensated absences payable, current portion	21,574	22,419
Total current liabilities	1,081,183	993,293
Noncurrent liabilities:		
Compensated absences payable, less current portion	144,378	150,036
Other postemployment benefits	170,410	97,682
Net pension liability	292,317	480,236
Total noncurrent liabilities	607,105	727,954
Total liabilities	1,688,288	1,721,247
DEFERRED INFLOWS OF RESOURCES		
Deferred amounts related to other postemployment benefits	5,364	-
Deferred amounts related to pensions	190,741	277,311
Total deferred inlows of resources	196,105	277,311
NET POSITION		
Net investment in capital assets	1,890,137	1,974,148
Unrestricted (deficit)	(1,759,219)	(1,771,485)
Total net position	$ 130,918	$ 202,663

Golf Course Fund
Statement of Revenues, Expenses, and Changes in Net Position
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
OPERATING REVENUES		
Charges for services:		
Cart and green fees	$ 1,249,244	$ 990,472
Dues	64,291	49,550
Other services	256,147	244,432
Total operating revenues	1,569,682	1,284,454
OPERATING EXPENSES		
Personal services and benefits	837,607	817,780
Supplies, services and claims	584,506	579,818
Depreciation and amortization	128,383	111,585
Total operating expenses	1,550,496	1,509,183
Operating income (loss)	19,186	(224,729)
NONOPERATING REVENUES		
Gain on disposal of capital assets	1,960	-
Income (loss) before transfers	21,146	(224,729)
Transfers:		
Transfers in	-	300,000
Transfers out	(25,602)	(11,924)
Total transfers	(25,602)	288,076
Change in net position	(4,456)	63,347
Net position - beginning of year	202,663	139,316
Restatement for implementation of GASB Statement 75	(67,289)	-
Net position - beginning of year, as restated	135,374	139,316
Net position - end of year	$ 130,918	$ 202,663

Golf Course Fund
Statement of Cash Flows
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
Cash Flows From Operating Activities		
Receipts from customers and users	$ 1,571,873	$ 1,234,195
Payments to suppliers	(432,251)	(472,245)
Payments to employees	(1,019,988)	(1,039,196)
Payments for interfund services used	(127,667)	(115,268)
Net cash used in operating activities	(8,033)	(392,514)
Cash Flows From Non-Capital Financing Activities		
Loans from other funds	76,047	413,090
Transfers in	-	300,000
Transfers out	(25,602)	(11,924)
Net cash provided by non-capital financing activities	50,445	701,166
Cash Flows From Capital and Related Financing Activities		
Acquisition of capital assets	(44,372)	(308,652)
Proceeds from sale of capital assets	1,960	-
Net cash used in capital and related financing activities	(42,412)	(308,652)
Increase in cash and cash equivalents	-	-
Cash and cash equivalents - beginning of year	-	-
Cash and cash equivalents - end of year	$ -	$ -
Reconciliation of Operating Income (Loss) to Net Cash Used In Operating Activities:		
Operating income (loss)	$ 19,186	$ (224,729)
Adjustments to reconcile operating income (loss) to net cash used in operating activities:		
Depreciation and amortization	128,383	111,585
Changes in operating assets and liabilities:		
Accounts receivable	(143)	(49)
Inventories	19,097	(11,081)
Deferred amounts related to pensions	(3,625)	(17,301)
Deferred amounts related to other postemployment benefits	5,364	-
Accounts payable	5,491	3,386
Accrued expenses	4,863	(2,915)
Unearned revenues	2,334	(50,210)
Compensated absences payable	(6,503)	8,378
Other postemployment benefits	5,439	(2,771)
Net pension liability	(187,919)	(206,807)
Total adjustments	(27,219)	(167,785)
Net cash used in operating activities	$ (8,033)	$ (392,514)
Noncash Capital and Related Financing Activity:		
Gain on disposal of capital assets	$ 1,960	$ -

INTERNAL SERVICE FUNDS

Internal Service Funds are used to account for the financing of goods or services provided by one department to other departments of the government on a cost reimbursement basis.

Vehicle Service Fund: To account for the cost of operating a maintenance facility for automotive equipment used by City departments and administration of the City's fleet.

Warehouse Fund: To account for inventory and disbursement of commodities purchased in bulk.

Self Insurance Fund: To account for worker's compensation insurance coverage of all City employees and the City's general and auto liability self-insurance program.

Internal Service Funds
Combining Statement of Net Position
September 30, 2018
(With Comparative Figures for 2017)

	Vehicle Service	Warehouse	Self Insurance	Total 2018	Total 2017
ASSETS					
Current assets:					
Pooled cash and investments	$ 1,792,784	$ -	$ 2,484,216	$ 4,277,000	$ 3,751,299
Prepaid expenses	-	-	11,380	11,380	-
Inventories	169,723	710,865	-	880,588	957,153
Total current assets	1,962,507	710,865	2,495,596	5,168,968	4,708,452
Noncurrent assets:					
Capital assets not being depreciated	33,166	-	-	33,166	33,166
Capital assets, net of accumulated depreciation	9,210,718	2,486	-	9,213,204	9,332,589
Total noncurrent assets	9,243,884	2,486	-	9,246,370	9,365,755
Total assets	11,206,391	713,351	2,495,596	14,415,338	14,074,207
DEFERRED OUTFLOWS OF RESOURCES					
Deferred amounts related to pensions	131,253	40,336	59,544	231,133	310,680
LIABILITIES					
Current liabilities:					
Accounts payable	583,057	149,753	307,670	1,040,480	1,280,269
Accrued expenses	26,009	9,257	12,754	48,020	41,825
Provision for insurance losses, current portion	-	-	1,777,545	1,777,545	1,899,009
Compensated absences payable, current portion	7,358	5,587	2,160	15,105	12,238
Due to other funds	-	462,079	-	462,079	652,442
Total current liabilities	616,424	626,676	2,100,129	3,343,229	3,885,783
Noncurrent liabilities:					
Provision for insurance losses, less current portion	-	-	3,077,150	3,077,150	2,878,480
Compensated absences payable, less current portion	49,245	37,393	14,455	101,093	81,904
Other postemployment benefits	183,864	56,505	83,411	323,780	-
Net pension liability	315,395	96,926	143,082	555,403	729,248
Total noncurrent liabilities	548,504	190,824	3,318,098	4,057,426	3,689,632
Total liabilities	1,164,928	817,500	5,418,227	7,400,655	7,575,415
DEFERRED INFLOWS OF RESOURCES					
Deferred amounts related to other postemployment benefits	5,787	1,779	2,625	10,191	-
Deferred amounts related to pensions	184,076	69,472	112,080	365,628	426,909
Total deferred inflows of resources	189,863	71,251	114,705	375,819	426,909
NET POSITION (DEFICIT)					
Investment in capital assets	9,243,884	2,486	-	9,246,370	9,365,755
Unrestricted (deficit)	738,969	(137,550)	(2,977,792)	(2,376,373)	(2,983,192)
Total net position (deficit)	$ 9,982,853	$ (135,064)	$ (2,977,792)	$ 6,869,997	$ 6,382,563

Internal Service Funds
Combining Statement of Revenues, Expenses, and Changes in Net Position
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	Vehicle Service	Warehouse	Self Insurance	Total 2018	Total 2017
OPERATING REVENUES					
Charges for services	$ 3,807,797	$ 361,787	$ 4,900,003	$ 9,069,587	$ 8,191,952
Total operating revenues	3,807,797	361,787	4,900,003	9,069,587	8,191,952
OPERATING EXPENSES					
Personal services and benefits	840,946	264,633	355,709	1,461,288	$ 1,327,963
Supplies, services and claims	2,833,021	31,259	5,168,153	8,032,433	7,829,734
Depreciation and amortization	3,782,208	989	183	3,783,380	3,770,610
Total operating expenses	7,456,175	296,881	5,524,045	13,277,101	12,928,307
Operating income (loss)	(3,648,378)	64,906	(624,042)	(4,207,514)	(4,736,355)
NONOPERATING REVENUES					
Investment earnings	1,662	-	2,528	4,190	3,127
Gain on disposal of capital assets	122,097	-	-	122,097	229,017
Miscellaneous income	522	-	206,348	206,870	730,003
	124,281	-	208,876	333,157	962,147
Income (loss) before transfers	(3,524,097)	64,906	(415,166)	(3,874,357)	(3,774,208)
Transfers:					
Transfers in	4,061,512	-	618,600	4,680,112	4,498,657
Transfers out	-	(4,876)	-	(4,876)	(2,184)
Total transfers	4,061,512	(4,876)	618,600	4,675,236	4,496,473
Change in net position	537,415	60,030	203,434	800,879	722,265
Net position (deficit) - beginning of year, as orginally reported	9,623,433	(140,393)	(3,100,477)	6,382,563	5,660,298
Restatement for implementation of GASB Statement 75	(177,995)	(54,701)	(80,749)	(313,445)	-
Net position (deficit) - beginning of year, as restated	9,445,438	(195,094)	(3,181,226)	6,069,118	5,660,298
Net position (deficit) - end of year	$ 9,982,853	$ (135,064)	$ (2,977,792)	$ 6,869,997	$ 6,382,563

Internal Service Funds
Combining Statement of Cash Flows
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	Vehicle Service	Warehouse	Self Insurance	Total 2018	Total 2017
Cash Flows From Operating Activities					
Receipts from interfund services provided	$ 3,807,797	$ 361,787	$ 4,900,003	$ 9,069,587	$ 8,191,952
Receipts from others	522	-	206,348	206,870	730,003
Payments to suppliers	(3,032,124)	(69,886)	(5,061,540)	(8,163,550)	(6,170,702)
Payments to employees	(909,066)	(283,273)	(375,751)	(1,568,090)	(1,537,478)
Payments for interfund services used	(154,445)	(2,035)	(164)	(156,644)	(131,695)
Net cash provided by (used in) operating activities	(287,316)	6,593	(331,104)	(611,827)	1,082,080
Cash Flows From Non-Capital Financing Activities					
Loans from other funds	-	-	-	-	(1,336,853)
Transfers in	4,061,512	-	618,600	4,680,112	4,498,657
Transfers out	-	(4,876)	-	(4,876)	(2,184)
Net cash provided by (used in) non-capital financing activities	4,061,512	(4,876)	618,600	4,675,236	3,159,620
Cash Flows From Capital and Related Financing Activities					
Acquisition of capital assets	(3,662,278)	(1,717)	-	(3,663,995)	(2,114,334)
Proceeds from sale of capital assets	122,097	-	-	122,097	229,017
Net cash used in capital and related financing activities	(3,540,181)	(1,717)	-	(3,541,898)	(1,885,317)
Cash Flows From Investing Activity					
Investment income	1,662	-	2,528	4,190	3,127
Net cash provided by investing activity	1,662	-	2,528	4,190	3,127
Increase in cash and cash equivalents	235,677	-	290,024	525,701	2,359,510
Cash and cash equivalents - beginning of year	1,557,107	-	2,194,192	3,751,299	1,391,789
Cash and cash equivalents - end of year	$ 1,792,784	$ -	$ 2,484,216	$ 4,277,000	$ 3,751,299
Reconciliation of Operating Income (Loss) to Net Cash Provided By (Used In) Operating Activities:					
Operating income (loss)	$ (3,648,378)	$ 64,906	$ (624,042)	$ (4,207,514)	$ (4,736,355)
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:					
Depreciation and amortization	3,782,208	989	183	3,783,380	3,770,610
Miscellaneous income	522	-	206,348	206,870	730,003
Changes in operating assets and liabilities:					
Prepaid expenses	-	-	(11,380)	(11,380)	150
Inventories	21,482	55,083	-	76,565	(136,867)
Deferred amounts related to pensions	10,249	3,295	4,722	18,266	(13,021)
Deferred amounts related to other postemployment benefits	5,787	1,779	2,625	10,191	-
Accounts payable	(375,030)	94,618	40,623	(239,789)	872,851
Accrued expenses	1,889	1,359	2,947	6,195	1,943
Due to other funds	-	(190,363)	-	(190,363)	9,838
Provision for insurance losses	-	-	77,206	77,206	781,365
Compensated absences payable	7,710	2,679	11,667	22,056	6,226
Other postemployment benefits	5,869	1,804	2,662	10,335	-
Net pension liability	(99,624)	(29,556)	(44,665)	(173,845)	(204,663)
Total adjustments	3,361,062	(58,313)	292,938	3,595,687	5,808,597
Net cash provided by (used in) operating activities	$ (287,316)	$ 6,593	$ (331,104)	$ (611,827)	$ 1,072,242
Noncash Capital and Related Financing Activity:					
Gain on disposal of capital assets	$ 122,097	$ -	$ -	$ 122,097	$ 229,017

Vehicle Service Fund
Statement of Net Position
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Current assets:		
Pooled cash and investments	$ 1,792,784	$ 1,557,107
Inventories	169,723	191,205
Total current assets	1,962,507	1,748,312
Noncurrent assets:		
Capital assets not being depreciated	33,166	33,166
Capital assets, net of accumulated depreciation	9,210,718	9,330,648
Total noncurrent assets	9,243,884	9,363,814
Total assets	11,206,391	11,112,126
DEFERRED OUTFLOWS OF RESOURCES		
Deferred amounts related to pensions	131,253	176,810
LIABILITIES		
Current liabilities:		
Accounts payable	583,057	958,087
Accrued expenses	26,009	24,120
Compensated absences payable, current portion	7,358	6,356
Total current liabilities	616,424	988,563
Noncurrent liabilities:		
Compensated absences payable, less current portion	49,245	42,537
Other postemployment benefits	183,864	-
Net pension liability	315,395	415,019
Total noncurrent liabilities	548,504	457,556
Total liabilities	1,164,928	1,446,119
DEFERRED INFLOWS OF RESOURCES		
Deferred amounts related to other postemployment benefits	5,787	-
Deferred amounts related to pensions	184,076	219,384
Total deferred inflows of resources	189,863	219,384
NET POSITION		
Investment in capital assets	9,243,884	9,363,814
Unrestricted	738,969	259,619
Total net position	$ 9,982,853	$ 9,623,433

Vehicle Service Fund
Statement of Revenues, Expenses, and Changes in Net Position
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
OPERATING REVENUES		
Charges for services	$ 3,807,797	$ 3,247,763
Total operating revenues	3,807,797	3,247,763
OPERATING EXPENSES		
Personal services and benefits	840,946	695,846
Supplies, services and claims	2,833,021	2,534,995
Depreciation and amortization	3,782,208	3,769,540
Total operating expenses	7,456,175	7,000,381
Operating loss	(3,648,378)	(3,752,618)
NONOPERATING REVENUES		
Investment earnings	1,662	693
Gain on disposal of capital assets	122,097	229,017
Miscellaneous income	522	-
	124,281	229,710
Loss before transfers	(3,524,097)	(3,522,908)
Transfers:		
Transfers in	4,061,512	4,227,203
Total transfers	4,061,512	4,227,203
Change in net position	537,415	704,295
Net position - beginning of year, as orignally reported	9,623,433	8,919,138
Restatement for implementation of GASB Statement 75	(177,995)	-
Net position - beginning of year, as restated	9,445,438	8,919,138
Net position - end of year	$ 9,982,853	$ 9,623,433

Vehicle Service Fund
Statement of Cash Flows
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
Cash Flows From Operating Activities		
Receipts from interfund services provided	$ 3,807,797	$ 3,247,763
Receipts from others	522	-
Payments to suppliers	(3,032,124)	(1,695,757)
Payments to employees	(909,066)	(870,937)
Payments for interfund services used	(154,445)	(129,688)
Net cash provided by (used in) operating activities	(287,316)	551,381
Cash Flows From Non-Capital Financing Activities		
Loans from other funds	-	(1,336,853)
Transfers in	4,061,512	4,227,203
Net cash provided by non-capital financing activities	4,061,512	2,890,350
Cash Flows From Capital and Related Financing Activities		
Acquisition of capital assets	(3,662,278)	(2,114,334)
Proceeds from sale of capital assets	122,097	229,017
Net cash used in capital and related financing activities	(3,540,181)	(1,885,317)
Cash Flows From Investing Activity		
Investment income	1,662	693
Net cash provided by investing activity	1,662	693
Increase in cash and cash equivalents	235,677	1,557,107
Cash and cash equivalents - beginning of year	1,557,107	-
Cash and cash equivalents - end of year	$ 1,792,784	$ 1,557,107
Reconciliation of Operating Loss to Net Cash Provided By (Used In) Operating Activities:		
Operating loss	$ (3,648,378)	$ (3,752,618)
Adjustments to reconcile operating loss to net cash provided by (used in) operating activities:		
Depreciation and amortization	3,782,208	3,769,540
Miscellaneous income	522	-
Changes in operating assets and liabilities:		
Inventories	21,482	(104,746)
Deferred amounts related to pensions	10,249	(13,841)
Deferred amounts related to other postemployment benefits	5,787	-
Accounts payable	(375,030)	814,296
Accrued expenses	1,889	4,469
Compensated absences payable	7,710	3,830
Other postemployment benefits	5,869	-
Net pension liability	(99,624)	(169,549)
Total adjustments	3,361,062	4,303,999
Net cash provided by (used in) operating activities	$ (287,316)	$ 551,381
Noncash Capital and Related Financing Activity:		
Gain on disposal of capital assets	$ 122,097	$ 229,017

Warehouse Fund
Statement of Net Position
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Current assets:		
Inventories	$ 710,865	$ 765,948
Total current assets	710,865	765,948
Noncurrent assets:		
Capital assets, net of accumulated depreciation	2,486	1,758
Total noncurrent assets	2,486	1,758
Total assets	713,351	767,706
DEFERRED OUTFLOWS OF RESOURCES		
Deferred amounts related to pensions	40,336	53,885
LIABILITIES		
Current liabilities:		
Accounts payable	149,753	55,135
Accrued expenses	9,257	7,898
Compensated absences payable, current portion	5,587	5,239
Due to other funds	462,079	652,442
Total current liabilities	626,676	720,714
Noncurrent liabilities:		
Compensated absences payable, less current portion	37,393	35,062
Other postemployment benefits	56,505	-
Net pension liability	96,926	126,482
Total noncurrent liabilities	190,824	161,544
Total liabilities	817,500	882,258
DEFERRED INFLOWS OF RESOURCES		
Deferred amounts related to other postemployment benefits	1,779	-
Deferred amounts related to pensions	69,472	79,726
Total deferred inflows of resources	71,251	79,726
NET POSITION (DEFICIT)		
Investment in capital assets	2,486	1,758
Unrestricted (deficit)	(137,550)	(142,151)
Total net position (deficit)	$ (135,064)	$ (140,393)

Warehouse Fund
Statement of Revenues, Expenses, and Changes in Net Position
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
OPERATING REVENUES		
Charges for services	$ 361,787	$ 308,894
Total operating revenues	361,787	308,894
OPERATING EXPENSES		
Personal services and benefits	264,633	276,016
Supplies, services and claims	31,259	19,358
Depreciation and amortization	989	703
Total operating expenses	296,881	296,077
Operating income	64,906	12,817
Transfers:		
Transfers out	(4,876)	(2,184)
Total transfers	(4,876)	(2,184)
Change in net position	60,030	10,633
Net position (deficit) - beginning of year, as orignally reported	(140,393)	(151,026)
Restatement for implementation of GASB Statement 75	(54,701)	-
Net position (deficit) - beginning of year, as restated	(195,094)	(151,026)
Net position (deficit) - end of year	$ (135,064)	$ (140,393)

Warehouse Fund
Statement of Cash Flows
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
Cash Flows From Operating Activities		
Receipts from interfund services provided	$ 361,787	$ 308,894
Payments to suppliers	(69,886)	(10,613)
Payments to employees	(283,273)	(294,257)
Payments for interfund services used	(2,035)	(1,840)
Net cash provided by operating activities	6,593	2,184
Cash Flows From Non-Capital Financing Activity		
Transfers out	(4,876)	(2,184)
Net cash used in non-capital financing activity	(4,876)	(2,184)
Cash Flows From Capital and Related Financing Activity		
Acquisition of capital assets	(1,717)	-
Net cash used in capital and related financing activity	(1,717)	-
Increase in cash and cash equivalents	-	-
Cash and cash equivalents - beginning of year	-	-
Cash and cash equivalents - end of year	$ -	$ -
Reconciliation of Operating Income to Net Cash Provided By Operating Activities:		
Operating income	$ 64,906	$ 12,817
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation and amortization	989	703
Changes in operating assets and liabilities:		
Inventories	55,083	(32,121)
Deferred amounts related to pensions	3,295	(410)
Deferred amounts related to other postemployment benefits	1,779	-
Accounts payable	94,618	29,188
Accrued expenses	1,359	(1,153)
Due to other funds	(190,363)	9,838
Compensated absences payable	2,679	3,564
Other postemployment benefits	1,804	-
Net pension liability	(29,556)	(20,242)
Total adjustments	(58,313)	(10,633)
Net cash provided by operating activities	$ 6,593	$ 2,184

Self Insurance Fund
Statement of Net Position
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Current assets:		
Pooled cash and investments	$ 2,484,216	$ 2,194,192
Prepaid expenses	11,380	-
Total current assets	2,495,596	2,194,192
Noncurrent assets:		
Capital assets, net of accumulated depreciation	-	183
Total noncurrent assets	-	183
Total assets	2,495,596	2,194,375
DEFERRED OUTFLOWS OF RESOURCES		
Deferred amounts related to pensions	59,544	79,985
LIABILITIES		
Current liabilities:		
Accounts payable	307,670	267,047
Accrued expenses	12,754	9,807
Provision for insurance losses, current portion	1,777,545	1,899,009
Compensated absences payable, current portion	2,160	643
Total current liabilities	2,100,129	2,176,506
Noncurrent liabilities:		
Provision for insurance losses, less current portion	3,077,150	2,878,480
Compensated absences payable, less current portion	14,455	4,305
Other postemployment benefits	83,411	-
Net pension liability	143,082	187,747
Total noncurrent liabilities	3,318,098	3,070,532
Total liabilities	5,418,227	5,247,038
DEFERRED INFLOWS OF RESOURCES		
Deferred amounts related to other postemployment benefits	2,625	-
Deferred amounts related to pensions	112,080	127,799
Total deferred inflows of resources	114,705	127,799
NET POSITION (DEFICIT)		
Investment in capital assets	-	183
Unrestricted (deficit)	(2,977,792)	(3,100,660)
Total net position (deficit)	$ (2,977,792)	$ (3,100,477)

Self Insurance Fund
Statement of Revenues, Expenses, and Changes in Net Position
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
OPERATING REVENUES		
Charges for services	$ 4,900,003	$ 4,635,295
Total operating revenues	4,900,003	4,635,295
OPERATING EXPENSES		
Personal services and benefits	355,709	356,101
Supplies, services and claims	5,168,153	5,275,381
Depreciation and amortization	183	367
Total operating expenses	5,524,045	5,631,849
Operating loss	(624,042)	(996,554)
NONOPERATING REVENUES		
Investment earnings	2,528	2,434
Miscellaneous income	206,348	730,003
	208,876	732,437
Loss before transfers	(415,166)	(264,117)
Transfers:		
Transfers in	618,600	271,454
Total transfers	618,600	271,454
Change in net position	203,434	7,337
Net position (deficit) - beginning of year, as orignally reported	(3,100,477)	(3,107,814)
Restatement for implementation of GASB Statement 75	(80,749)	-
Net position (deficit) - beginning of year, as restated	(3,181,226)	(3,107,814)
Net position (deficit) - end of year	$ (2,977,792)	$ (3,100,477)

Self Insurance Fund
Statement of Cash Flows
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
Cash Flows From Operating Activities		
Receipts from interfund services provided	$ 4,900,003	$ 4,635,295
Receipts from others	206,348	730,003
Payments to suppliers	(5,061,540)	(4,464,332)
Payments to employees	(375,751)	(372,284)
Payments for interfund services used	(164)	(167)
Net cash provided by (used in) operating activities	(331,104)	528,515
Cash Flows From Non-Capital Financing Activity		
Transfers in	618,600	271,454
Net cash provided by non-capital financing activity	618,600	271,454
Cash Flows From Investing Activity		
Investment income	2,528	2,434
Net cash provided by investing activity	2,528	2,434
Increase in cash and cash equivalents	290,024	802,403
Cash and cash equivalents - beginning of year	2,194,192	1,391,789
Cash and cash equivalents - end of year	$ 2,484,216	$ 2,194,192
Reconciliation of Operating Loss to Net Cash Provided by (Used In) Operating Activities:		
Operating loss	$ (624,042)	$ (996,554)
Adjustments to reconcile operating loss to net cash provided by (used in) operating activities:		
Depreciation and amortization	183	367
Miscellaneous income	206,348	730,003
Changes in operating assets and liabilities:		
Prepaid expenses	(11,380)	150
Deferred amounts related to pensions	4,722	1,230
Deferred amounts related to other postemployment benefits	2,625	-
Accounts payable	40,623	29,367
Accrued expenses	2,947	(1,373)
Provision for insurance losses	77,206	781,365
Compensated absences payable	11,667	(1,168)
Other postemployment benefits	2,662	-
Net pension liability	(44,665)	(14,872)
Total adjustments	292,938	1,525,069
Net cash provided by (used in) operating activities	$ (331,104)	$ 528,515

CITY OF
BOYNTON BEACH

PENSION TRUST FUNDS

Pension Trust Funds account for the net position restricted for pension benefits and the changes in net position restricted for pension benefits of the City's three pension plans. Since these assets are not funds of the City of Boynton Beach, but those held in trust for employees and retirees, they are not included in the Government-Wide Financial Statements. Instead, they are reported in the following pages as part of the City's fiduciary responsibility.

General Employees' Pension Fund: To account for the accumulation of resources to be used for the retirement benefit payments to the City's general employees.

Police Officers' Pension Fund: To account for the accumulation of resources to be used for the retirement benefit payments to the City's sworn police personnel.

Firefighters' Pension Fund: To account for the accumulation of resources to be used for the retirement benefit payments to the City's certified fire personnel.

Pension Trust Funds
Combining Statement of Fiduciary Net Position
September 30, 2018
(With Comparative Figures for 2017)

	General Employees' Pension Fund	Police Officers' Pension Fund	Firefighters' Pension Fund	Total 2018	Total 2017
ASSETS					
Cash	$ 1,187,353	$ 2,176	$ -	$ 1,189,529	$ 1,271,897
Investments:					
Money market mutual funds	2,632,734	-	2,621,179	5,253,913	7,476,759
U.S. Government and Agency obligations	11,582,223	-	11,697,937	23,280,160	33,623,369
Municipal obligations	-	-	-	-	246,792
Mortgage-backed securities	3,819,593	-	-	3,819,593	2,922,295
Corporate obligations	6,856,977	-	4,747,654	11,604,631	13,729,361
Equity securities	62,984,099	-	32,003,933	94,988,032	86,067,366
Equity mutual funds	47,536,140	-	-	47,536,140	30,883,971
Equity investment funds	14,641,778	65,545,141	22,669,642	102,856,561	96,189,462
International equity investment funds	-	-	18,061,651	18,061,651	15,104,332
Fixed income investment funds	-	29,173,271	12,527,623	41,700,894	37,433,589
Real estate investment funds	28,821,492	6,740,412	10,229,669	45,791,573	38,496,332
Contributions receivable	-	-	789,121	789,121	-
Interest and dividends receivable	206,357	-	136,055	342,412	339,044
Pending trades receivable	192,749	439,048	12,179	643,976	1,593,484
DROP loans	-	254,315	111,751	366,066	475,318
Prepaid expenses	8,793	8,716	8,235	25,744	629,201
Total assets	180,470,288	102,163,079	115,616,629	398,249,996	366,482,572
LIABILITIES					
Accounts payable	269,605	180,363	58,008	507,976	444,163
Pending trades payable	479,918	-	155,235	635,153	525,058
Total liabilities	749,523	180,363	213,243	1,143,129	969,221
NET POSITION					
Net position restricted for pension benefits	$ 179,720,765	$ 101,982,716	$ 115,403,386	$ 397,106,867	$ 365,513,351

Pension Trust Funds
Combining Statement of Changes in Fiduciary Net Position
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	General Employees' Pension Fund	Police Officers' Pension Fund	Firefighters' Pension Fund	Total 2018	Total 2017
ADDITIONS					
Contributions:					
Employer	$ 7,110,298	$ 5,355,058	$ 5,444,061	$ 17,909,417	$ 16,036,784
Plan members	1,532,846	1,316,764	1,796,988	4,646,598	4,142,890
State	-	825,507	789,121	1,614,628	1,664,621
Total contributions	8,643,144	7,497,329	8,030,170	24,170,643	21,844,295
Investment earnings:					
Net appreciation in fair value of investments	12,502,459	7,090,035	7,776,462	27,368,956	35,369,469
Interest and dividends	3,570,016	1,660	1,780,893	5,352,569	5,021,315
Miscellaneous	5,568	1,750	32,015	39,333	14,100
	16,078,043	7,093,445	9,589,370	32,760,858	40,404,884
Less investment expenses:					
Investment expenses	827,688	714,381	367,634	1,909,703	1,711,778
Net investment earnings	15,250,355	6,379,064	9,221,736	30,851,155	38,693,106
Total additions	23,893,499	13,876,393	17,251,906	55,021,798	60,537,401
DEDUCTIONS					
Benefits paid	9,810,800	6,817,205	5,970,713	22,598,718	21,325,511
Refunds of contributions	158,309	122,701	105,981	386,991	204,543
Administrative expenses	137,738	163,266	141,569	442,573	462,887
Total deductions	10,106,847	7,103,172	6,218,263	23,428,282	21,992,941
Change in plan net position	13,786,652	6,773,221	11,033,643	31,593,516	38,544,460
Net position restricted for pension benefits					
Beginning of year	165,934,113	95,209,495	104,369,743	365,513,351	326,968,891
End of year	$ 179,720,765	$ 101,982,716	$ 115,403,386	$ 397,106,867	$ 365,513,351

General Employees' Pension Fund
Statement of Fiduciary Net Position
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Cash	$ 1,187,353	$ 583,496
Investments:		
Money market mutual funds	2,632,734	4,268,610
U.S. Government and Agency obligations	11,582,223	22,316,541
Mortgage-backed securities	3,819,593	2,922,295
Corporate obligations	6,856,977	8,869,663
Equity securities	62,984,099	61,223,453
Equity mutual funds	47,536,140	30,883,971
Equity investment funds	14,641,778	11,772,882
Real estate investment funds	28,821,492	22,858,187
Interest and dividends receivable	206,357	208,112
Pending trades receivable	192,749	118,924
Prepaid expenses	8,793	616,496
Total assets	180,470,288	166,642,630
LIABILITIES		
Accounts payable	269,605	230,451
Pending trades payable	479,918	478,066
Total liabilities	749,523	708,517
NET POSITION		
Net position restricted for pension benefits	$ 179,720,765	$ 165,934,113

General Employees' Pension Fund
Statement of Changes in Fiduciary Net Position
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ADDITIONS		
Contributions:		
Employer	$ 7,110,298	$ 6,951,693
Plan members	1,532,846	1,520,068
Total contributions	8,643,144	8,471,761
Investment earnings:		
Net appreciation in fair value of investments	12,502,459	15,259,096
Interest and dividends	3,570,016	3,230,123
Miscellaneous	5,568	6,849
	16,078,043	18,496,068
Less investment expenses:		
Investment expenses	827,688	765,795
Net investment earnings	15,250,355	17,730,273
Total additions	23,893,499	26,202,034
DEDUCTIONS		
Benefits paid	9,810,800	9,609,277
Refunds of contributions	158,309	139,840
Administrative expenses	137,738	144,179
Total deductions	10,106,847	9,893,296
Change in plan net position	13,786,652	16,308,738
Net position restricted for pension benefits - beginning of year	165,934,113	149,625,375
Net position restricted for pension benefits - end of year	$ 179,720,765	$ 165,934,113

Police Officers' Pension Fund
Statement of Fiduciary Net Position
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Cash	$ 2,176	$ 2,445
Investments:		
Equity investment funds	65,545,141	61,098,467
Fixed income investment fund	29,173,271	26,219,476
Real estate investment fund	6,740,412	6,279,311
Pending trades receivable	439,048	1,423,292
DROP loans	254,315	335,309
Prepaid expenses	8,716	9,083
Total assets	102,163,079	95,367,383
LIABILITIES		
Accounts payable	180,363	157,888
Total liabilities	180,363	157,888
NET POSITION		
Net position restricted for pension benefits	$ 101,982,716	$ 95,209,495

Police Officers' Pension Fund
Statement of Changes in Fiduciary Net Position
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ADDITIONS		
Contributions:		
Employer	$ 5,355,058	$ 4,791,528
Plan members	1,316,764	1,075,428
State	825,507	781,307
Total contributions	7,497,329	6,648,263
Investment earnings:		
Net appreciation in fair value of investments	7,090,035	9,429,604
Interest and dividends	1,660	1,151
Miscellaneous	1,750	450
	7,093,445	9,431,205
Less investment expenses:		
Investment expenses	714,381	633,478
Net investment earnings	6,379,064	8,797,727
Total additions	13,876,393	15,445,990
DEDUCTIONS		
Benefits paid	6,817,205	6,259,474
Refunds of contributions	122,701	11,413
Administrative expenses	163,266	167,698
Total deductions	7,103,172	6,438,585
Change in plan net position	6,773,221	9,007,405
Net position restricted for pension benefits - beginning of year	95,209,495	86,202,090
Net position restricted for pension benefits - end of year	$ 101,982,716	$ 95,209,495

Firefighters' Pension Fund
Statement of Fiduciary Net Position
September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ASSETS		
Cash	$ -	$ 685,956
Investments:		
Money market mutual funds	2,621,179	3,208,149
U.S. Government and Agency obligations	11,697,937	11,306,828
Municipal obligations	-	246,792
Corporate obligations	4,747,654	4,859,698
Equity securities	32,003,933	24,843,913
Equity investment funds	22,669,642	23,318,113
International equity investment funds	18,061,651	15,104,332
Fixed income investment funds	12,527,623	11,214,113
Real estate investment funds	10,229,669	9,358,834
Contributions receivable	789,121	-
Interest and dividends receivable	136,055	130,932
Pending trades receivable	12,179	51,268
DROP loans	111,751	140,009
Prepaid expenses	8,235	3,622
Total assets	115,616,629	104,472,559
LIABILITIES		
Accounts payable	58,008	55,824
Pending trades payable	155,235	46,992
Total liabilities	213,243	102,816
NET ASSETS		
Net position restricted for pension benefits	$ 115,403,386	$ 104,369,743

Firefighters' Pension Fund
Statement of Changes in Fiduciary Net Position
For the Year Ended September 30, 2018
(With Comparative Figures for 2017)

	2018	2017
ADDITIONS		
Contributions:		
Employer	$ 5,444,061	$ 4,293,563
Plan members	1,796,988	1,547,394
State	789,121	883,314
Total contributions	8,030,170	6,724,271
Investment earnings:		
Net appreciation in fair value of investments	7,776,462	10,680,769
Interest and dividends	1,780,893	1,790,041
Miscellaneous	32,015	6,801
	9,589,370	12,477,611
Less investment expenses:		
Investment expenses	367,634	312,505
Net investment earnings	9,221,736	12,165,106
Total additions	17,251,906	18,889,377
DEDUCTIONS		
Benefits paid	5,970,713	5,456,760
Refunds of contributions	105,981	53,290
Administrative expenses	141,569	151,010
Total deductions	6,218,263	5,661,060
Change in plan net position	11,033,643	13,228,317
Net position restricted for pension benefits - beginning of year	104,369,743	91,141,426
Net position restricted for pension benefits - end of year	$ 115,403,386	$ 104,369,743

CITY OF
BOYNTON BEACH

STATISTICAL SECTION

STATISTICAL SECTION

This part of the City of Boynton Beach's Comprehensive Annual Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Contents	Page
Financial Trends	
These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.	
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Revenue Capacity	
These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax.	
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Ten Principal Property Taxpayers	III-16
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These schedules contain information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.	
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Demographics and Economic Information	
These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.	
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Operating Information	
These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.	
Full-Time Equivalent City Government Employees by Function	III-26
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Sources: Unless otherwise noted, the information in these schedules is derived from the Comprehensive Annual Financial Report (CAFR) for the relevant year.

Government-wide Net Position by Component
Last Ten Fiscal Years
(Accrual Basis of Accounting)

	Fiscal Year			
	2009	2010	2011	2012
GOVERNMENTAL ACTIVITIES				
Net investment in capital assets	$ 45,594,063	$ 47,320,741	$ 45,331,243	$ 43,154,695
Restricted	35,625,330	29,793,106	3,289,038	6,184,429
Unrestricted (deficit)	20,476,623	14,751,944	38,199,258	38,808,332
Total governmental activities net position	$ 101,696,016	$ 91,865,791	$ 86,819,539	$ 88,147,456
BUSINESS-TYPE ACTIVITIES				
Net investment in capital assets	$ 111,840,715	$ 109,551,549	$ 113,343,953	$ 134,502,795
Restricted	36,197,782	33,486,024	27,526,325	1,961,504
Unrestricted	29,529,178	31,932,723	31,595,279	30,656,355
Total business-type activities net position	$ 177,567,675	$ 174,970,296	$ 172,465,557	$ 167,120,654
TOTAL PRIMARY GOVERNMENT				
Net investment in capital assets	$ 157,434,778	$ 156,872,290	$ 158,675,196	$ 177,657,490
Restricted	71,823,112	63,279,130	30,815,363	8,145,933
Unrestricted (deficit)	50,005,801	46,684,667	69,794,537	69,464,687
Total primary government net position	$ 279,263,691	$ 266,836,087	$ 259,285,096	$ 255,268,110

Note: GASB Statement No. 68 was adopted in fiscal year 2015 resulting in the reduction of net position for the net pension liability incurred in prior years.

Fiscal Year					
2013	2014	2015	2016	2017	2018
$ 43,915,691	$ 48,517,011	$ 49,878,248	$ 51,190,967	$ 51,655,230	$ 52,390,429
4,772,382	3,817,815	3,334,645	3,035,739	6,209,514	9,814,156
37,408,798	36,496,158	(51,459,872)	(47,642,113)	(40,423,781)	(34,845,281)
$ 86,096,871	$ 88,830,984	$ 1,753,021	$ 6,584,593	$ 17,440,963	$ 27,359,304
$ 135,724,154	$ 134,958,037	$ 135,846,516	$ 138,521,160	$ 137,638,134	$ 139,293,677
1,654,178	1,846,079	2,042,671	2,239,433	2,213,359	2,299,384
27,799,397	25,930,440	14,643,361	14,525,497	15,690,560	13,419,107
$ 165,177,729	$ 162,734,556	$ 152,532,548	$ 155,286,090	$ 155,542,053	$ 155,012,168
$ 179,639,845	$ 183,475,048	$ 185,724,764	$ 189,712,127	$ 189,293,364	$ 191,684,106
6,426,560	5,663,894	5,377,316	5,275,172	8,422,873	12,113,540
65,208,195	62,426,598	(36,816,511)	(33,116,616)	(24,733,221)	(21,426,174)
$ 251,274,600	$ 251,565,540	$ 154,285,569	$ 161,870,683	$ 172,983,016	$ 182,371,472

Government-wide Changes in Net Position
Last Ten Fiscal Years
(Accrual Basis of Accounting)

	Fiscal Year			
	2009	2010	2011	2012
EXPENSES				
Governmental activities:				
General government	$ 18,780,141	$ 18,737,298	$ 16,580,084	$ 16,628,649
Public safety	51,759,110	51,742,281	49,820,122	48,264,463
Physical environment	1,911,558	2,049,821	1,922,230	1,883,613
Economic environment	3,921,017	5,742,630	4,612,914	1,768,934
Culture and recreation	12,302,209	10,958,549	10,424,628	9,624,728
Interest on long-term debt	2,836,920	2,722,629	2,663,153	2,534,797
Total governmental activities expenses	91,510,955	91,953,208	86,023,131	80,705,184
Business-type activities:				
Water and sewer	33,860,369	35,340,105	35,460,168	36,182,879
Sanitation	7,599,393	7,384,218	7,470,324	7,333,593
Golf course	2,827,484	2,482,366	2,392,419	2,127,791
Total business-type activities expenses	44,287,246	45,206,689	45,322,911	45,644,263
Total primary government expenses	$ 135,798,201	$ 137,159,897	$ 131,346,042	$ 126,349,447
PROGRAM REVENUES				
Governmental activities:				
Charges for services:				
General government	$ 3,922,962	$ 4,545,268	$ 5,391,847	$ 5,968,670
Public safety	9,249,132	8,918,145	9,317,546	10,924,447
Physical environment	213,106	150,423	104,047	193,742
Economic environment	563,631	54,599	122,296	10,472
Culture and recreation	968,180	985,278	1,110,191	1,149,664
Operating grants and contributions:				
General government	137,336	176,136	-	23,704
Public safety	782,716	1,337,611	627,789	622,669
Physical environment	-	75,396	55,108	80,800
Economic environment	1,152,759	2,505,730	1,698,526	1,036,594
Culture and recreation	353,280	237,483	1,592,726	340,025
Capital grants and contributions:				
General government	-	-	-	-
Public safety	1,069,459	35,002	256,307	56,986
Physical environment	-	125,755	839,224	68,710
Economic environment	-	250,039	340,151	17,864
Culture and recreation	-	200,000	15,831	50,700
Total governmental activities program revenues	18,412,561	19,596,865	21,471,589	20,545,047
Business-type activities:				
Charges for services:				
Water and sewer	33,324,003	35,944,991	38,186,059	38,025,492
Sanitation	9,538,269	9,298,463	10,080,888	10,245,462
Golf course	2,130,930	2,036,328	1,967,363	1,816,629
Operating grants and contributions:				
Sanitation	11,628	117,171	125,719	-
Capital grants and contributions:				
Water and sewer	778,890	1,218,819	183,462	226,811
Total business-type activities program revenues	45,783,720	48,615,772	50,543,491	50,314,394
Total primary government program revenues	$ 64,196,281	$ 68,212,637	$ 72,015,080	$ 70,859,441
NET (EXPENSE)/REVENUE				
Governmental activities	$ (73,098,394)	$ (72,356,343)	$ (64,551,542)	$ (60,160,137)
Business-type activities	1,496,474	3,409,083	5,220,580	4,670,131
Total primary government net expense	$ (71,601,920)	$ (68,947,260)	$ (59,330,962)	$ (55,490,006)

Fiscal Year					
2013	2014	2015	2016	2017	2018
$ 17,367,632	$ 16,991,337	$ 16,756,253	$ 17,446,178	$ 17,248,803	$ 21,534,502
49,943,737	50,392,153	58,570,187	56,226,627	59,269,809	61,127,252
1,985,677	2,141,055	2,192,587	2,090,605	2,184,200	2,188,823
2,856,423	2,151,592	2,995,977	4,102,240	4,040,011	11,450,205
9,972,236	10,924,060	11,127,163	10,947,954	10,786,599	10,900,242
2,183,781	2,027,810	1,165,259	1,238,456	1,149,442	1,122,852
84,309,486	84,628,007	92,807,426	92,052,060	94,678,864	108,323,876
34,194,478	36,748,098	37,343,155	36,764,285	38,299,935	39,448,905
7,591,901	8,070,015	8,276,973	8,699,222	10,067,260	9,893,397
1,989,641	2,035,884	2,007,293	1,859,179	1,535,230	1,563,671
43,776,020	46,853,997	47,627,421	47,322,686	49,902,425	50,905,973
$ 128,085,506	$ 131,482,004	$ 140,434,847	$ 139,374,746	$ 144,581,289	$ 159,229,849
$ 6,263,060	$ 6,219,554	$ 7,371,307	$ 7,045,867	$ 7,065,570	$ 10,313,177
5,786,137	6,101,902	7,242,279	7,853,220	8,173,541	7,915,513
221,175	178,455	138,400	86,225	143,100	158,158
-	-	-	-	1,128	5,247
1,203,181	1,242,486	1,355,498	1,237,221	1,104,571	1,176,531
42,685	59,166	73,128	164,095	3,233,477	211,528
529,019	715,856	719,927	109,325	213,308	92,854
-	-	-	-	-	-
1,509,293	924,141	705,285	714,658	565,364	935,697
290,026	170,623	399,106	282,510	450,029	213,693
-	-	-	-	-	-
59,101	56,159	78,967	-	-	22,997
-	-	-	-	-	-
-	-	-	-	-	-
58,092	50,651	37,779	27,256	3,632	72,331
15,961,769	15,718,993	18,121,676	17,520,377	20,953,720	21,117,726
38,814,428	41,544,004	43,589,493	45,095,405	46,056,827	46,397,059
10,361,241	10,615,183	10,881,915	11,322,781	11,854,871	11,911,986
1,721,776	1,677,960	1,744,974	1,451,977	1,284,176	1,569,682
-	-	-	-	-	-
2,503,790	302,801	2,651,490	1,911,050	215,756	2,138,466
53,401,235	54,139,948	58,867,872	59,781,213	59,411,630	62,017,193
$ 69,363,004	$ 69,858,941	$ 76,989,548	$ 77,301,590	$ 80,365,350	$ 83,134,919
$ (68,347,717)	$ (68,909,014)	$ (74,685,750)	$ (74,531,683)	$ (73,725,144)	$ (87,206,150)
9,625,215	7,285,951	11,240,451	12,458,527	9,509,205	11,111,220
$ (58,722,502)	$ (61,623,063)	$ (63,445,299)	$ (62,073,156)	$ (64,215,939)	$ (76,094,930)

Government-wide Changes in Net Position (Continued)
Last Ten Fiscal Years
(Accrual Basis of Accounting)

	Fiscal Year			
	2009	2010	2011	2012
GENERAL REVENUES AND OTHER CHANGES IN NET POSITION				
Governmental activities:				
Taxes:				
Property taxes	$ 29,444,565	$ 25,838,049	$ 21,941,677	$ 22,600,580
Tax increment	8,315,313	6,760,869	5,660,118	5,730,453
Franchise taxes	4,846,785	4,410,217	4,546,878	4,287,510
Public service taxes	5,421,664	5,882,533	5,899,255	5,928,449
Communications services tax	3,422,671	3,006,923	2,838,133	2,583,369
Sales taxes	4,126,846	4,094,172	4,294,745	4,462,768
Gas taxes	1,145,884	1,139,595	1,124,405	1,159,641
Intergovernmental, unrestricted	1,959,227	1,953,049	2,037,246	2,109,974
Special assessments	-	-	-	-
Investment earnings (loss)	1,980,741	1,608,128	990,738	614,233
Miscellaneous	1,106,625	788,886	1,284,954	855,739
Special item	-	(254,300)	-	-
Transfers	6,034,422	7,841,596	8,887,141	11,155,338
Total governmental activities	67,804,743	63,069,717	59,505,290	61,488,054
Business-type activities:				
Investment earnings (loss)	1,250,112	1,359,887	1,106,732	1,104,858
Miscellaneous	(1,143,100)	475,247	55,090	35,446
Transfers	(6,034,422)	(7,841,596)	(8,887,141)	(11,155,338)
Total business-type activities	(5,927,410)	(6,006,462)	(7,725,319)	(10,015,034)
Total primary government	$ 61,877,333	$ 57,063,255	$ 51,779,971	$ 51,473,020
CHANGE IN NET POSITION (DEFICIT)				
Governmental activities	$ (5,293,651)	$ (9,286,626)	$ (5,046,252)	$ 1,327,917
Business-type activities	(4,430,936)	(2,597,379)	(2,504,739)	(5,344,903)
Total primary government	$ (9,724,587)	$ (11,884,005)	$ (7,550,991)	$ (4,016,986)

Fiscal Year					
2013	2014	2015	2016	2017	2018
$ 23,480,334	$ 25,080,586	$ 26,891,091	$ 29,642,316	$ 31,704,673	$ 33,819,753
5,614,228	7,022,119	8,317,868	9,585,902	10,579,150	11,776,329
4,296,681	4,636,483	4,688,568	4,669,059	4,784,734	4,715,685
6,395,124	6,987,760	7,156,246	7,352,212	7,576,223	7,735,274
2,775,603	2,494,978	2,509,197	2,383,974	2,558,269	2,325,012
4,702,203	5,033,943	5,434,292	4,760,885	5,738,662	11,162,782
1,152,519	1,199,533	1,279,010	1,313,329	1,368,662	1,401,786
2,226,865	2,400,103	2,378,947	2,484,312	2,638,921	2,938,720
4,935,223	4,933,830	5,607,447	5,680,335	5,692,928	6,859,492
(47,898)	188,876	215,569	248,905	308,926	491,696
927,210	1,273,177	972,829	759,197	2,022,322	3,525,293
-	-	-	-	-	-
10,286,077	10,391,739	11,030,255	10,482,829	9,608,044	9,740,787
66,744,169	71,643,127	76,481,319	79,363,255	84,581,514	96,492,609
(331,102)	614,598	715,946	697,288	314,624	54,395
48,300	48,017	51,846	80,556	40,178	99,382
(10,286,077)	(10,391,739)	(11,030,255)	(10,482,829)	(9,608,044)	(9,740,787)
(10,568,879)	(9,729,124)	(10,262,463)	(9,704,985)	(9,253,242)	(9,587,010)
$ 56,175,290	$ 61,914,003	$ 66,218,856	$ 69,658,270	$ 75,328,272	$ 86,905,599
$ (1,603,548)	$ 2,734,113	$ 1,795,569	$ 4,831,572	$ 10,856,370	$ 9,286,459
(943,664)	(2,443,173)	977,988	2,753,542	255,963	1,524,210
$ (2,547,212)	$ 290,940	$ 2,773,557	$ 7,585,114	$ 11,112,333	$ 10,810,669

CITY OF
BOYNTON BEACH

Governmental Activities Tax Revenues by Source
Last Ten Fiscal Years

Fiscal Year	Property Taxes	Franchise Taxes	Public Service Taxes	Communications Services Taxes	Sales Taxes [1]	Gas Taxes	Total
2009	$ 37,759,878	$ 4,846,785	$ 5,421,664	$ 3,422,671	$ 4,126,846	$ 1,145,884	$ 56,723,728
2010	32,598,918	4,410,217	5,882,533	3,006,923	4,094,172	1,139,595	51,132,358
2011	27,601,795	4,546,878	5,899,255	2,838,133	4,294,745	1,124,405	46,305,211
2012	28,331,033	4,287,510	5,928,449	2,583,369	4,462,768	1,159,641	46,752,770
2013	29,094,562	4,296,681	6,395,124	2,775,603	4,702,203	1,152,519	48,416,692
2014	32,102,705	4,636,483	6,987,760	2,494,978	5,033,943	1,199,533	52,455,402
2015	35,208,959	4,688,568	7,156,246	2,509,197	5,434,292	1,279,010	56,276,272
2016	39,228,218	4,669,059	7,352,212	2,383,974	4,760,885	1,313,329	59,707,677
2017	42,283,823	4,784,734	7,576,223	2,558,269	5,738,662	1,368,662	64,310,373
2018	45,596,082	4,715,685	7,735,274	2,325,012	11,162,782	1,401,786	72,936,621

(1) In 2017 the City began receiving the proceeds of a local option sales tax approved by the voters for a 10 year period to finance local infrastructure capital projects.

Fund Balance of Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)

	Fiscal Year			
	2009	2010	2011	2012
GENERAL FUND				
Reserved	$ 98,722	$ 835,107	$ -	$ -
Unreserved	10,637,169	7,586,374	-	-
Nonspendable				
Prepaid items	-	-	208,867	143,862
Committed to:				
Emergency purposes	-	-	6,514,230	6,882,152
Assigned to:				
Subsequent year's budget	-	-	110,000	2,897,849
Unassigned	-	-	3,875,447	2,906,439
Total general fund	$ 10,735,891	$ 8,421,481	$ 10,708,544	$ 12,830,302
ALL OTHER GOVERNMENTAL FUNDS				
Reserved	$ 13,964	$ 26,975	$ -	$ -
Unreserved, reported in:				
Capital projects funds	24,836,476	11,007,273	-	-
Special revenue funds	11,986,443	15,858,536	-	-
Debt service funds	4,976,027	5,133,488	-	-
Nonspendable:				
Prepaid items	-	-	32,890	25,353
Restricted for:				
Economic development	-	-	-	-
Public safety	-	-	915,644	888,052
Grant programs	-	-	1,565,960	1,569,109
Debt service	-	-	3,110,319	3,118,504
Capital projects	-	-	178,719	237,690
Other purposes	-	-	293,078	371,074
Committed for:				
Economic development	-	-	835,299	467,783
Debt service	-	-	-	-
Capital projects	-	-	1,639,799	513,176
Assigned to:				
Economic development	-	-	3,294,361	3,117,712
Debt service	-	-	2,021,514	1,832,634
Public safety	-	-	1,833	66,557
Culture and recreation	-	-	786,324	919,538
Cemetery maintenance	-	-	4,193,552	4,117,895
Capital projects	-	-	4,448,899	5,750,493
Unassigned (deficit)	-	-	(473,938)	(431,343)
Total all other governmental funds	$ 41,812,910	$ 32,026,272	$ 22,844,253	$ 22,564,227

Note: GASB Statement No. 54 was adopted in fiscal year 2011 resulting in the reclassification of the Governmental Funds fund balances.

Fiscal Year					
2013	2014	2015	2016	2017	2018
$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-
106,222	98,886	124,236	162,954	469,156	490,897
7,126,713	7,254,011	7,651,856	7,940,131	8,324,107	8,324,107
2,420,738	461,356	450,645	1,006,726	118,100	-
1,541,293	3,463,775	6,852,818	6,895,157	7,439,695	7,118,719
$ 11,194,966	$ 11,278,028	$ 15,079,555	$ 16,004,968	$ 16,351,058	$ 15,933,723
$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
106,626	69,514	67,517	96,965	193,714	201,469
-	-	-	-	88,123	-
652,154	590,369	787,731	482,594	325,021	293,168
1,652,063	1,692,416	1,920,891	1,898,147	1,909,342	1,307,599
1,607,500	827,500	-	-	-	91,183
288,138	316,121	423,693	237,145	3,407,924	7,564,049
572,527	391,409	202,330	417,853	479,104	558,157
336,446	707,515	160,412	1,022,417	1,196,851	658,307
57,187	60,511	66,231	72,205	78,291	-
136,254	663,585	804,049	2,397,914	4,231,375	5,777,612
2,563,918	2,496,123	2,825,016	2,843,502	2,839,349	1,598,959
2,018,843	2,814,438	2,313,596	3,648,413	4,515,502	5,110,955
110,462	45,348	-	350,738	859,078	1,346,197
825,207	731,849	616,944	612,470	467,358	529,558
4,056,731	3,989,764	3,857,723	3,636,060	3,453,801	3,272,915
6,329,544	5,341,477	6,490,977	6,307,610	6,850,038	8,220,118
187,983	(367,163)	284,207	490,503	(303,770)	(219,251)
$ 21,501,583	$ 20,370,776	$ 20,821,317	$ 24,514,536	$ 30,591,101	$ 36,310,995

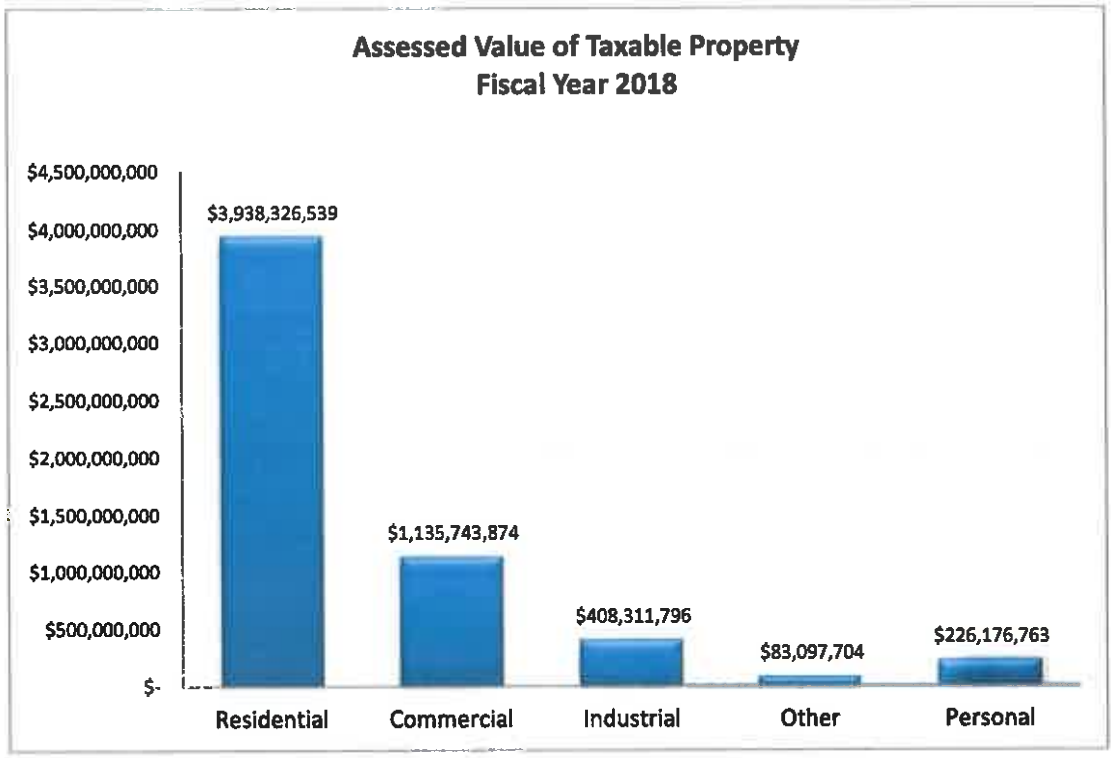
Changes in Fund Balance of Governmental Funds
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)

	Fiscal Year			
	2009	2010	2011	2012
REVENUES				
Taxes	$ 49,152,673	$ 43,964,625	$ 38,855,159	$ 39,365,949
Licenses and permits	5,617,035	5,683,270	6,089,525	6,415,141
Intergovernmental	11,217,201	13,058,225	14,250,887	10,905,362
Charges for services	6,904,712	7,107,236	7,408,143	7,120,281
Special assessments	3,787,127	3,740,170	3,703,024	4,904,844
Fines and forfeitures	614,624	394,888	1,074,116	1,904,061
Rents and royalties	215,668	231,853	344,189	331,689
Investment earnings (loss)	1,790,545	1,457,025	862,490	537,604
Donations	58,497	94,909	63,130	183,587
Miscellaneous	664,320	499,170	751,004	278,182
Total revenues	80,022,402	76,231,371	73,401,667	71,946,700
EXPENDITURES				
Current:				
General government	16,005,431	15,472,894	14,530,115	13,376,103
Public safety	49,673,851	50,006,789	49,338,788	47,143,279
Physical environment	1,217,842	1,351,332	1,101,867	1,029,639
Economic environment	3,837,226	5,728,592	4,604,398	1,756,329
Culture and recreation	9,690,494	9,030,334	8,398,393	7,612,261
Capital outlay	9,024,022	7,531,836	5,088,656	3,007,837
Debt service:				
Principal	2,983,649	2,990,151	2,623,120	2,527,960
Interest and other fiscal charges	2,940,694	2,825,933	2,716,951	2,614,668
Debt issuance costs	-	-	-	-
Total expenditures	95,373,209	94,937,861	88,402,288	79,068,076
Revenues over (under) expenditures	(15,350,807)	(18,706,490)	(15,000,621)	(7,121,376)
OTHER FINANCING SOURCES (USES)				
Transfers in	26,032,894	31,349,899	31,519,453	27,695,921
Transfers out	(22,906,479)	(24,490,157)	(22,870,189)	(18,732,813)
Proceeds from the sale of capital assets	-	-	-	-
Debt proceeds	-	-	-	-
Payment to refunded bond escrow agent	-	-	-	-
Total other financing sources (uses)	3,126,415	6,859,742	8,649,264	8,963,108
SPECIAL ITEM				
Refund of permit fee	-	(254,300)	-	-
Net change in fund balance	$ (12,224,392)	$ (12,101,048)	$ (6,351,357)	$ 1,841,732
Debt service as a percentage of non-capital expenditures	7.37%	7.13%	6.85%	7.25%

Fiscal Year					
2013	2014	2015	2016	2017	2018
$ 40,767,941	$ 44,217,234	$ 47,748,292	$ 51,917,489	$ 55,449,182	$ 58,760,618
6,712,501	6,848,006	7,445,570	7,580,666	7,614,649	8,665,143
10,924,332	11,373,452	11,824,905	10,464,412	14,616,730	17,480,482
7,334,438	7,484,480	8,810,314	8,428,918	9,559,547	9,267,679
4,935,223	4,933,831	5,607,447	5,680,334	5,692,928	6,859,493
1,727,138	1,834,271	1,985,878	2,384,364	1,512,195	1,928,363
336,908	345,242	364,343	404,255	413,386	437,947
(20,813)	177,599	206,789	243,507	305,799	487,506
339,365	192,767	236,393	189,328	404,961	279,181
447,344	517,270	519,937	435,592	1,060,287	4,984,607
73,504,377	77,924,152	84,749,868	87,728,865	96,629,664	109,151,019
14,555,256	15,142,282	12,906,141	13,437,110	14,398,273	20,335,069
48,947,953	49,594,033	53,227,085	56,329,759	58,359,234	60,736,128
1,156,818	1,303,407	1,320,137	1,292,729	1,347,505	1,324,885
2,838,375	2,164,536	2,973,379	4,114,899	4,025,651	6,477,579
7,997,433	8,968,951	8,905,292	8,956,644	8,823,549	8,886,654
2,462,094	4,530,865	2,729,896	3,206,652	3,879,540	8,494,644
2,790,006	2,888,390	2,675,595	2,697,762	3,525,000	4,477,617
3,252,592	2,039,375	1,650,092	1,027,118	959,828	930,787
-	-	117,758	-	-	-
84,000,527	86,631,839	86,505,375	91,062,673	95,318,580	111,663,363
(10,496,150)	(8,707,687)	(1,755,507)	(3,333,808)	1,311,084	(2,512,344)
22,002,164	23,653,669	24,565,411	25,344,133	25,698,050	28,239,670
(14,248,994)	(15,993,727)	(16,655,675)	(17,947,694)	(20,586,479)	(23,174,119)
-	-	-	556,001	-	1,154,212
16,185,000	-	29,720,947	-	-	1,595,140
(16,140,000)	-	(31,623,108)	-	-	-
7,798,170	7,659,942	6,007,575	7,952,440	5,111,571	7,814,903
-	-	-	-	-	-
$ (2,697,980)	$ (1,047,745)	$ 4,252,068	$ 4,618,632	$ 6,422,655	$ 5,302,559
8.00%	6.39%	5.45%	4.43%	5.16%	5.53%

Assessed Value and Estimated Actual Value of Taxable Property
Last Ten Fiscal Years

Fiscal Year	Property Types				
	Residential	Commercial	Industrial	Other	Personal
2009	$ 3,828,426,828	$ 1,034,836,419	$ 366,505,515	$ 66,655,045	$ 271,582,088
2010	2,873,401,905	942,488,812	403,538,771	74,638,431	277,848,816
2011	2,385,181,626	825,539,209	347,592,426	57,732,386	273,434,050
2012	2,372,668,214	746,944,112	348,003,702	55,371,557	240,255,636
2013	2,320,445,333	729,017,453	339,651,613	54,042,639	234,489,500
2014	2,436,467,599	810,364,696	342,148,867	53,926,467	241,430,308
2015	2,923,761,118	972,437,635	410,578,640	73,888,557	265,510,848
2016	3,159,914,754	1,085,753,914	439,319,144	79,060,755	257,206,056
2017	3,654,470,712	1,075,226,494	386,020,388	74,713,623	223,599,467
2018	3,938,326,539	1,135,743,874	408,311,796	83,097,704	226,176,763



Source: Palm Beach County Property Appraiser

Fiscal Year	Total Taxable Value[1]	Total Direct Tax Rate[2]	Total Actual Value[3]	Taxable Value as a % of Actual Value
2009	$ 5,568,005,895	6.4553	$ 7,980,262,576	69.77 %
2010	4,571,916,735	6.7626	6,392,264,269	71.52
2011	3,889,479,697	6.7626	5,380,721,213	72.29
2012	3,763,243,221	7.1941	5,195,441,429	72.43
2013	3,677,646,538	7.6000	5,037,982,238	73.00
2014	3,884,337,937	7.9000	5,353,496,813	72.56
2015	4,646,176,798	7.9000	6,786,463,694	68.46
2016	5,021,254,623	7.9000	7,389,490,524	67.95
2017	5,414,030,684	7.9000	7,952,133,115	68.08
2018	5,791,656,676	7.9000	8,411,325,671	68.86

[1] Actual value less all exemptions (governmental, institutional, widow's/widower's, disability/blind, and homestead) and homestead assessment differential (just value minus capped value)

[2] Includes debt service

[3] Actual Value = Just Value

Source: Palm Beach County Property Appraiser

Property Tax Rates
Direct and Overlapping Governments
Last Ten Fiscal Years
(Per $1,000 of Assessed Value)

Fiscal Year	City of Boynton Beach			Palm Beach County			Schools				
	Operating Millage	Debt Service	Total City	Operating Millage	Debt Service	Total County	Operating Millage	Debt Service	Total Schools	Other[1]	Total
2009	6.4553	0.0000	6.4553	3.7810	0.1850	3.9660	7.2510	0.0000	7.2510	2.2570	19.9293
2010	6.7626	0.0000	6.7626	4.7500	0.2460	4.9960	7.9830	0.0000	7.9830	2.5550	22.2966
2011	6.7626	0.0000	6.7626	4.7500	0.2460	4.9960	8.1540	0.0000	8.1540	2.5549	22.4675
2012	7.1941	0.0000	7.1941	4.7815	0.2110	4.9925	8.1800	0.0000	8.1800	2.3088	22.6754
2013	7.6000	0.0000	7.6000	4.7815	0.2087	4.9902	7.7780	0.0000	7.7780	2.3154	22.6836
2014	7.9000	0.0000	7.9000	4.7815	0.2037	4.9852	7.5860	0.0000	7.5860	2.2800	22.7512
2015	7.9000	0.0000	7.9000	4.7815	0.1914	4.9729	7.5940	0.0000	7.5940	2.1732	22.6401
2016	7.9000	0.0000	7.9000	4.7815	0.1327	4.9142	7.5120	0.0000	7.5120	2.0974	22.4236
2017	7.9000	0.0000	7.9000	4.7815	0.1210	4.9025	7.0700	0.0000	7.0700	1.8518	21.7243
2018	7.9000	0.0000	7.9000	4.7815	0.1208	4.9023	6.7690	0.0000	6.7690	1.7818	21.3531

Source: Palm Beach County Property Appraiser

Tax rate limits	- Ten mills per Florida Statute 200.081
Scope of tax rate limit	- No municipality shall levy ad valorem taxes for real and tangible personal property in excess of ten mills of the assessed value, except for special benefits and debt service on obligations issued with the approval of those taxpayers subject to ad valorem taxes.
Taxes due	- March 31
Taxes delinquent	- April 1
Discounts allowed	- 4% November, 3% December, 2% January, 1% February
Penalties for delinquency	- 2.5% after April 1, increasing .5% each ten days to maximum of 5.0%
Tax collector	- Palm Beach County
Tax collector's commission	- None

[1] Other rates include the South Florida Water Management District, Florida Inland Navigation District, Palm Beach County Health Care District, and the Children's Services Council.

Ten Principal Property Taxpayers
Current Year and Nine Years Ago

	2018				2009		
	City Tax	Taxable Value			Taxable Value		
Taxpayer	Amount	Value	Rank	%	Value	Rank	%
Florida Power & Light Co.	$ 782,943	$ 99,106,690	1	1.71%	$ -	-	-
Hart Seabourn Cove LLC	749,121	94,825,450	2	1.64%	-	-	-
CH Realty VII PSREG Boynton Beach	687,300	87,000,000	3	1.50%	-	-	-
GSG Residential Savannah Lakes LLC	456,811	57,824,170	4	1.00%	-	-	-
Duke PGC at Quantum 19 LLC	441,820	55,926,612	5	0.97%	-	-	-
Morguard Boynton Town Center Inc.	354,267	44,843,913	6	0.77%	-	-	-
Villas at Quantum Lakes, Inc.	304,091	38,492,552	7	0.66%	-	-	-
Compson Place Apartments LLC	296,048	37,474,382	8	0.65%	-	-	-
Boynton Beach Mall LLC	264,786	33,517,168	9	0.58%	-	-	-
Publix Super Markets, Inc.	222,682	28,187,594	10	0.49%	33,324,833	5	0.60%
Boynton JCP Associates	-	-	-	-	93,933,730	1	1.69%
Tarragon Lugano LLC	-	-	-	-	57,134,500	2	1.03%
City National Bank of Florida	-	-	-	-	49,289,377	3	0.89%
South Florida Devco Inc.	-	-	-	-	41,040,000	4	0.74%
ERP Operating LTD Partnership	-	-	-	-	32,180,422	6	0.58%
Premier Gateway Center @ Quantum	-	-	-	-	31,100,000	7	0.56%
Villas at Quantum Park	-	-	-	-	28,333,734	8	0.51%
Gateway Business Park	-	-	-	-	22,200,000	9	0.40%
Hovstone Properties Florida LLC	-	-	-	-	18,020,190	10	0.32%
	4,559,869	577,198,531		9.97%	406,556,786		7.32%
Other	36,615,851	5,214,458,145		90.03%	5,161,449,109		92.68%
Total tax and final taxable value	$ 41,175,720	$ 5,791,656,676		100.00%	$ 5,568,005,895		100.00%

Property Tax Levies and Collections
Last Ten Fiscal Years

Fiscal Year Ended September 30,	Total General Fund Property Tax Levied for Fiscal Year	General Fund Property Tax Collections				
		Current Property Taxes Collected		Delinquent Taxes (Refunds)	Total Property Taxes Collected	
		Amount	% of Levy		Amount	% of Levy
2009	$ 35,982,450	$ 35,691,823	99.2%	$ 17,093	$ 35,708,916	99.2%
2010	30,918,044	30,717,161	99.4%	169,968	30,887,129	99.9%
2011	26,302,982	26,086,339	99.2%	74,349	26,160,688	99.5%
2012	27,109,849	26,858,653	99.1%	132,961	26,991,614	99.6%
2013	27,950,114	27,720,517	99.2%	176,046	27,896,563	99.8%
2014	29,736,500	29,372,243	98.8%	82,805	29,455,048	99.1%
2015	33,372,261	31,930,094	95.7%	142,652	32,072,746	96.1%
2016	36,619,390	35,249,544	96.3%	364,353	35,613,897	97.3%
2017	39,712,237	38,100,867	95.9%	266,011	38,366,878	96.6%
2018	41,458,358	41,175,720	99.3%	12,632	41,188,352	99.3%

Sources: City of Boynton Beach Financial Services Department and Palm Beach County Tax Collector

Note: General Fund tax levy and collections do not include tax increment revenues and are not reduced for early payment discounts.

Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

Fiscal Year Ended September 30,	Governmental Activities				Business-type Activities		
	City General Obligation Bonds	CRA Promissory Notes*	CRA Tax Increment Revenue Bonds/Note*	Public Service Tax Bonds	Water & Sewer Revenue Bonds	Total Primary Government	Per Capita
2009	$ -	$ 2,446,190	$ 26,700,000	$ 32,330,000	$ 62,815,000	$ 124,291,190	$ 1,856
2010	-	1,711,833	25,775,000	31,110,000	60,315,000	118,911,833	1,743
2011	-	1,308,713	24,815,000	29,850,000	57,725,000	113,698,713	1,662
2012	-	1,075,753	23,820,000	28,550,000	71,345,000	124,790,753	1,780
2013	-	828,747	23,162,000	27,185,000	69,175,000	120,350,747	1,717
2014	-	567,357	21,965,000	25,755,000	66,365,000	114,652,357	1,619
2015	-	290,762	20,031,000	24,850,000	63,420,000	108,591,762	1,516
2016	-	-	18,744,000	23,730,000	60,325,000	102,799,000	1,412
2017	-	-	17,119,000	21,830,000	80,070,000	119,019,000	1,575
2018	-	-	15,449,000	19,890,000	87,710,000	123,049,000	1,602

Note: Details about the City's outstanding debt can be found in the notes to the financial statements. The debt for the business-type activities represents debt for our water treatment plants and wastewater collection and transmission system. These facilities serve our residents as well as non-residents on our water and sewer utility system.

* Governmental Activities includes outstanding debt for the Community Redevelopment Agency, consisting of the tax increment revenue bonds and a portion of the promissory notes

Ratios of General Bonded Debt Outstanding
Last Ten Fiscal Years

Fiscal Year Ended September 30,	Population	Taxable Value of Property	General Obligation Debt (Including CRA Debt)	Less: Amounts Available in Debt Service Funds	Net General Obligation Debt	Percentage of Actual Taxable Value of Property	Per Capita
2009	66,978	$ 5,568,005,895	$ 2,446,190	$ 110,192	$ 2,335,998	0.042%	$ 34.88
2010	68,217	4,571,916,735	1,711,833	-	1,711,833	0.037%	25.09
2011	68,409	3,889,479,697	1,308,713	-	1,308,713	0.034%	19.13
2012	70,101	3,763,243,221	1,075,753	-	1,075,753	0.029%	15.35
2013	70,101	3,677,646,538	828,747	-	828,747	0.023%	11.82
2014	70,800	3,884,337,937	567,357	-	567,357	0.015%	8.01
2015	71,608	4,646,176,798	290,762	-	290,762	0.006%	4.06
2016	72,784	5,021,254,623	-	-	-	-	-
2017	75,569	5,414,030,684	-	-	-	-	-
2018	76,800	5,791,656,676	-	-	-	-	-

Source: City of Boynton Beach Financial Services Department

Direct and Overlapping Governmental Activities Debt
As of September 30, 2018

	Net General Obligation Debt	Estimated Percent Applicable	Direct and Overlapping Net General Obligation Debt
Direct:			
City of Boynton Beach:	$ -	100.00%	$ -
Overlapping:			
Palm Beach County:			
General obligation bonds	$ 82,850,000	3.09%	2,556,877
Palm Beach County School District:			
General obligation bonds	11,396,000	3.09%	351,698
Certificates of Participation	1,273,887,122	3.09%	39,314,091
Total direct and overlapping bonded debt payable from taxes	$ 1,368,133,122		$ 42,222,666
Boynton Beach estimated population			76,800
Direct and overlapping net debt per capita			$ 549.77

Sources: Assessed value data used to estimate applicable percentages provided by Palm Beach County.
Debt outstanding data provided by Palm Beach County and Palm Beach County School Board.
Palm Beach County 2018 Taxable Value $187,665,967,000

Legal Debt Margin Information
Last Ten Fiscal Years

Fiscal Year Ended September 30,	Debt Limit (A)	Total Net Debt Applicable to Debt Limit (B)	Legal Debt Margin (A) - (B)	% of Total Net Debt Applicable to Debt Limit (B) / (A)
2009	$ 695,946,795	$ 2,335,998	$ 693,610,797	0.34%
2010	597,513,785	1,711,833	595,801,952	0.29%
2011	538,072,121	1,308,713	536,763,408	0.24%
2012	519,544,143	1,075,753	518,468,390	0.21%
2013	503,798,224	828,747	502,969,477	0.16%
2014	535,349,681	567,357	534,782,324	0.11%
2015	678,646,369	290,762	678,355,607	0.04%
2016	738,949,052	-	738,949,052	0.00%
2017	795,213,312	-	738,949,052	0.00%
2018	841,132,567	-	841,132,567	0.00%

Legal Debt Margin Calculation for Fiscal Year 2018

Assessed valuations:	
Taxable value	$ 5,791,656,676
Add back exempt property	2,619,668,995
Total assessed value for debt limit	$ 8,411,325,671
Legal debt margin:	
Debt limitation - 10% of total assessed value for debt limit	$ 841,132,567
Debt applicable to limitation:	
Total general obligation debt	-
Less: Amount available for repayment of general obligation debt	-
Total net debt applicable to limitation	-
Legal debt margin	$ 841,132,567

The City has established a maximum cap for long-term general obligation debt as 10% of the total assessed value of both real and personal property within the City limits. This cap shall be adjusted annually to reflect the annual changes in the assessed value.

Governmental Activities includes outstanding debt for the Community Redevelopment Agency, consisting of the tax increment revenue bonds and a portion of the promissory notes.

Pledged Revenue Coverage - Water & Sewer Bonds
Last Ten Fiscal Years

Fiscal Year Ended September 30,	Water and Sewer Revenue Bonds					
	Revenues[1]	Current Expenses[1]	Net Available Revenues	Current Debt Service		Coverage [2]
				Principal	Interest	
2009	$ 33,794,004	$ 23,615,312	$ 10,178,692	$ 2,325,000	$ 2,927,665	1.94
2010	37,292,275	22,675,570	14,616,705	2,500,000	2,843,885	2.74
2011	39,492,570	24,584,473	14,908,097	2,590,000	2,752,234	2.79
2012	39,219,086	22,145,529	17,073,557	2,685,000	2,397,740	3.36
2013	38,639,303	21,862,965	16,776,338	2,170,000	3,382,123	3.02
2014	42,291,880	22,397,705	19,894,175	2,810,000	3,289,266	3.26
2015	44,453,262	22,479,193	21,974,069	2,945,000	3,129,086	3.62
2016	45,867,901	21,809,615	24,058,286	3,095,000	2,976,734	3.96
2017	46,411,629	22,617,289	23,794,340	3,255,000	3,136,770	3.72
2018	46,548,876	22,331,704	24,217,172	3,425,000	3,261,374	3.62

The following definitions are in accordance with the bond resolutions:

(1) Revenues include operating and certain non-operating revenues and transfers. Current expenses include operating and non-operating expenses (excludes depreciation, amortization, and transfers for administrative expenses).

(2) Coverage requirement is 110% of current debt service.

Source: City of Boynton Beach Financial Services Department

Pledged Revenue Coverage - Public Service Tax Bonds
Last Ten Fiscal Years

Fiscal Year Ended September 30,	Public Service Tax Revenues	Debt Service		Coverage[1]
		Principal	Interest	
2009	$ 8,844,335	$ 1,185,000	$ 1,451,009	3.36
2010	8,889,456	1,220,000	1,416,415	3.37
2011	8,737,388	1,260,000	1,379,215	3.31
2012	8,511,818	1,300,000	1,329,165	3.24
2013	9,170,727	1,365,000	1,265,315	3.49
2014	9,482,738	1,430,000	1,198,709	3.61
2015	9,665,443	1,500,000	1,128,828	3.68
2016	9,736,186	1,120,000	466,455	6.14
2017	10,134,492	1,900,000	446,273	4.32
2018	10,060,286	1,940,000	406,770	4.29

(1) Coverage requirement is 110% of current debt service.

Source: City of Boynton Beach Financial Services Department

Demographic and Economic Statistics
Last Ten Fiscal Years

Fiscal Year	Population[1]	Per Capita Personal Income[1]	Total Average School Enrollment[2]	Unemployment Rate[3]
2009	66,978	$ 51,910	171,570	11.7%
2010	68,217	52,526	174,341	12.4%
2011	68,409	53,871	174,818	10.9%
2012	70,101	55,628	174,594	9.2%
2013	70,101	57,985	177,797	7.1%
2014	70,800	58,565	180,285	6.0%
2015	71,608	66,914	183,447	5.3%
2016	72,784	68,714	186,291	4.8%
2017	75,569	55,322	189,320	4.2%
2018	76,800	50,561	195,289	3.5%

(1) Source: University of Florida, Bureau of Business and Economic Research Population for 2009, and 2011 to 2018; 2010 represents U.S. Census population. Personal Income represents Palm Beach County (Revised)

(2) Source: School District of Palm Beach County – Student Information File Comprehensive Annual Financial Report

(3) Source: Florida Department of Commerce, Division of Employment Security Data is for Palm Beach County

Principal Employers
Current Year and Nine Years Ago

	2018			2009		
Employer	Employees	Rank	Percentage of Total City Employment	Employees	Rank	Percentage of Total City Employment
Bethesda Memorial Hospital	2,500	1	N/A	2,300	1	N/A
City of Boynton Beach	805	2	N/A	939	2	N/A
Totals	3,305		N/A	3,239		N/A

Sources: InfoUSA (ReferenceUSA Database) and the Greater Boynton Beach Chamber of Commerce
Only partial information for 2018 and 2009 was available.
N/A - Not available.

Full-Time Equivalent City Government Employees by Function
Last Ten Fiscal Years

Function/Program	Full-Time Equivalent Employees as of September 30, 2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
General Government										
Management Services	22	22	22	19	19	17	17	19	18	18
Financial Services	17	16	15	13	13	13	13	14	14	15
Information Technology	17	17	14	15	15	15	15	14	14	15
Human Resources	9	9	9	7	7	7	6	6	6	6
Planning and Zoning	11	10	8	6	6	6	6	6	6	6
Facilities Management	17	14	12	10	11	11	11	11	11	12
Public Safety										
Police	199	196	188	177	185	191	222	211	211	214
Communications	24	23	23	23	23	23	-	-	-	-
Fire	148	153	152	143	142	142	149	147	147	147
Community Standards	-	-	-	-	-	-	-	22	22	23
Code Compliance	14	14	13	11	11	11	-	-	-	-
Animal Control	3	3	2	-	-	-	-	-	-	-
Building/Engineering/Licenses	47	42	36	28	31	31	30	34	30	32
Physical Environment										
Forestry & Grounds	10	9	8	9	-	-	-	-	-	20
Roads & Streets	6	4	4	4	4	5	5	5	5	5
Economic Environment										
Community Improvement	5	5	5	4	4	3	2	2	2	2
Grants	-	10	10	10	2	8	1	1	1	1
Culture/Recreation										
Library	34	34	30	28	28	28	27	27	27	27
Recreation and Parks	80	79	72	65	70	70	70	68	72	53
Public Art	1	1	1	1	1	1	1	1	1	1
Internal Service Funds										
Vehicle Service	13	13	11	11	11	11	11	12	12	12
Warehouse	5	5	5	4	4	4	4	4	4	5
Self Insurance	4	4	4	4	4	3	4	4	4	5
Enterprise Funds										
Water & Sewer Utility	148	140	134	129	128	130	133	133	133	134
Sanitation	50	50	41	38	38	40	40	44	44	44
Golf Course	33	30	29	26	26	26	24	21	21	21
Transportation	5	5	5	-	-	-	-	-	-	-
Total	920	905	849	785	783	796	791	806	805	818

Source: City of Boynton Beach Financial Services Department

Operating Indicators by Function/Program
Last Ten Fiscal Years

Function/Program	Fiscal Year 2009	2010	2011	2012	2013
General Government					
Planning and Zoning					
Number of inspections	20,855	18,388	11,790	22,405	15,079
Building permits issued	5,915	5,547	4,973	6,074	4,353
Public Safety					
Police					
Physical arrests	4,175	3,742	3,001	3,082	3,001
Parking violations	1,075	1,234	1,184	1,199	1,184
Traffic violations	13,244	13,775	12,316	12,491	12,316
Fire					
Number of calls	11,579	11,558	11,762	11,933	12,000
Inspections	7,352	6,950	6,603	8,123	8,126
Code Compliance					
Code enforcement violations	3,640	3,802	3,332	3,200	3,000
Public Works					
Street resurfacing (miles)	5.6	7.3	7.0	-	-
Culture/Recreation					
Library					
Circulation	361,585	374,277	357,416	356,454	374,287
Cardholders	43,201	43,964	48,008	44,030	44,910
Leisure Services					
Camp program participants	292	303	304	304	304
Class participants	5,940	5,855	5,647	5,647	5,600
Water System					
Total meters	34,863	34,918	34,965	34,990	34,918
Total living units served	55,212	55,859	56,370	56,385	55,859
Avg. daily water consumption (thousand of gallons)	13,519	13,864	13,171	13,184	13,000
Sewer System					
Total connections	32,464	32,677	32,712	32,699	32,677
Total living units served	53,066	53,664	54,550	54,450	53,664
Sanitation					
Refuse collected (tons)	70,651	63,975	60,443	62,312	67,384
Recyclables collected (tons)	5,360	5,476	4,972	5,097	5,765
Golf Course					
Rounds played (Starts-9 or 18 hole)	72,035	71,296	67,306	63,546	61,420

Sources: City Departments

Fiscal Year				
2014	2015	2016	2017	2018
16,077	17,000	17,143	19,125	20,361
5,058	5,700	5,760	6,137	7,081
4,500	3,500	3,946	2,168	2,427
1,684	1,920	2,016	1,186	1,027
13,325	11,500	13,142	4,694	5,050
12,175	12,250	12,374	15,468	13,892
8,373	8,350	8,421	9,240	10,502
2,858	2,082	2,219	2,150	2,818
-	-	-	-	1.3
267,381	269,688	271,152	214,142	201,415
43,888	38,936	39,121	30,298	24,143
269	280	289	313	271
4,531	4,800	4,864	3,216	2,981
34,918	35,259	35,746	36,210	35,848
57,176	58,000	58,873	59,415	60,783
13,210	13,500	13,520	14,280	14,520
33,083	33,300	33,542	34,170	34,265
55,489	55,500	55,712	56,814	57,476
67,500	68,000	68,214	85,418	68,957
6,000	6,300	6,376	5,097	4,139
60,185	65,000	62,142	45,230	58,233

Capital Asset Statistics by Function/Program
Last Ten Fiscal Years

Function/Program	Fiscal Year 2009	2010	2011	2012	2013
Public Safety					
Police					
Stations	1	1	1	1	1
Patrol Units	99	99	99	99	99
Fire					
Stations	5	5	5	5	5
Trucks	9	7	7	7	7
ALS rescue vehicles	7	7	7	7	7
Sanitation					
Garbage trucks	25	25	23	23	23
Trash trucks	12	10	7	7	7
Public Works					
Street lights	178	198	209	209	209
Lane miles	252	252	252	252	252
Culture/Recreation					
Library					
Books	123,012	138,217	139,830	143,888	151,081
Leisure Services					
Ballfields - lighted	6	6	6	6	6
Basketball courts	14	14	14	14	14
Shuffleboard courts	16	16	16	16	16
Racketball courts	8	8	8	8	8
Tennis courts	31	31	31	31	31
Parks	29	29	29	29	29
Activity Centers	8	8	8	8	8
Water/Sewer Utility					
Water mains (miles)	335	400	400	400	410
Sanitary sewers (miles)	320	325	325	325	325
Storm sewers (miles)	65	65	65	73	73
Fire hydrants	3,850	3,850	3,900	3,900	3,915
Lift Stations	160	160	160	162	162

Sources: City Departments
N/A - Information not available.

Fiscal Year				
2014	2015	2016	2017	2018
1	1	1	1	1
99	99	99	99	99
5	5	5	5	5
7	7	7	7	7
7	7	7	7	7
23	23	23	23	22
7	7	7	7	9
209	209	209	209	209
252	252	252	252	252
141,832	138,473	141,214	135,552	128,977
6	6	6	6	6
14	14	14	14	14
16	16	16	16	16
8	8	8	8	8
31	29	29	29	29
29	29	29	29	29
8	8	8	8	6
410	410	410	410	449
325	325	325	325	346
73	73	73	73	73
3,915	3,920	3,920	3,920	4,045
162	162	162	162	162

CITY OF
BOYNTON BEACH

COMPLIANCE SECTION

CALER, DONTEN, LEVINE,
COHEN, PORTER & VEIL, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

WILLIAM K. CALER, JR., CPA
LAURA E. CLARK, CPA
LOUIS M. COHEN, CPA
JOHN C. COURTNEY, CPA, JD
DAVID S. DONTEN, CPA
JAMES B. HUTCHISON, CPA
JOEL H. LEVINE, CPA
JAMES F. MULLEN, IV, CPA
MICHAEL J. NALEZYTY, CPA
THOMAS A. PENCE, JR., CPA
SCOTT L. PORTER, CPA
MARK D. VEIL, CPA

505 SOUTH FLAGLER DRIVE, SUITE 900
WEST PALM BEACH, FL 33401-5948
TELEPHONE: (561) 832-9292

850 NW FEDERAL HIGHWAY, SUITE 121
STUART, FL 34994-1019
TELEPHONE: (772) 872-2123

info@cdlcpa.com

MEMBERS
AMERICAN INSTITUTE OF
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FLORIDA INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With *Government Auditing Standards*

To the Honorable Mayor and
City Commission
City of Boynton Beach, Florida

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Boynton Beach, Florida, as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Boynton Beach, Florida, and have issued our report thereon dated April 26, 2019. Our report includes a reference to other auditors who audited the financial statements of the Boynton Beach Community Redevelopment Agency, a major governmental fund of the City, and the City of Boynton Beach General Employees' Pension Fund, the City of Boynton Beach Police Officers' Pension Fund, and the City of Boynton Beach Firefighters' Pension Fund, fiduciary funds of the City, as described in our report on the financial statements of the City of Boynton Beach, Florida. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors. The financial statements of the City of Boynton Beach Police Officers' Pension Fund, and the City of Boynton Beach Firefighters' Pension Fund were not audited in accordance with *Government Auditing Standards*.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the internal control over financial reporting (internal control) of the City of Boynton Beach, Florida, to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the internal control of the City of Boynton Beach, Florida. Accordingly, we do not express an opinion on the effectiveness of the internal control of the City of Boynton Beach, Florida.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the financial statements of the City of Boynton Beach, Florida, are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain additional matters that we reported to the City's management in a separate management letter dated April 26, 2019.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Caler, Donten, Levine,
Cohen, Porter & Veil, P.A.

West Palm Beach, Florida
April 26, 2019

CALER, DONTEN, LEVINE,
COHEN, PORTER & VEIL, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

WILLIAM K. CALER, JR., CPA
LAURA E. CLARK, CPA
LOUIS M. COHEN, CPA
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MARK D. VEIL, CPA

505 SOUTH FLAGLER DRIVE, SUITE 900
WEST PALM BEACH, FL 33401-5948
TELEPHONE: (561) 832-9292

850 NW FEDERAL HIGHWAY, SUITE 121
STUART, FL 34994-1019
TELEPHONE: (772) 872-2123

info@cdlcpa.com

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Management Letter

To the Honorable Mayor and
City Commission
City of Boynton Beach, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Boynton Beach, Florida, as of and for the fiscal year ended September 30, 2018, and have issued our report thereon dated April 26, 2019. Our report was modified to include references to other auditors who audited the financial statements of the Boynton Beach Community Redevelopment Agency ("CRA"), a major governmental fund of the City, and the City of Boynton Beach General Employees' Pension Fund, the City of Boynton Beach Police Officers' Pension Fund, and the City of Boynton Beach Firefighters' Pension Fund, which are fiduciary funds of the City.

Auditor's Responsibility

We conducted our audit in accordance with U.S. generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General. This management letter does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors. The financial statements of the Police Officers' Pension Fund and Firefighters' Pension Fund, audited by other auditors, were not audited in accordance with *Government Auditing Standards*.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on Investment Compliance on our examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated April 26, 2019, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. The following recommendation made in the prior year Schedule of Findings and Questioned Costs dated July 31, 2018 was addressed by the City in the current year or no longer applies: 2017-001 *Annual Financial Report.*

At September 30, 2018 there were no uncorrected audit findings from the preceding annual financial audit reports.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. This information is disclosed in Note 1 to the financial statements. Also, as discussed in Note 1, the City included the Boynton Beach Community Redevelopment Agency as a blended component unit of the City.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the City met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes, as of and for the year ended September 30, 2018.

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures to the City as of September 30, 2018. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same. The results of our procedures disclosed no matters that are required to be reported.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our 2018 audit, we have the following recommendations:

2018-001 IT System Improvements

Criteria: City IT systems should be secure from unauthorized access.

Conditions: We noted the following opportunities to improve security controls over the City's IT systems:

1. The City's senior finance personnel should regularly review the access to finance applications for authorized users to ensure that all personnel have the appropriate level of access and that only current employees are authorized users.
2. Currently the City does not require complex passwords for all IT systems.
3. The City's IT Department currently provides password resets based on verbal requests from users. Due to the size of the City and remote locations, a more formalized system than verbal requests should be put in place to verify all requests for password resets.

Cause: Additional steps to enhance IT security could be taken.

Effect: Security vulnerabilities could be exploited to gain unauthorized access to the City's IT systems.

Recommendations: We recommend the following:

1. A list of authorized users should be reviewed by the City's senior finance personnel on at least an annual basis to determine that only authorized users are allowed access to finance applications and that the level of access is appropriate for each user. The list of authorized users should be signed and dated to document who performed the review and retained for subsequent reference.

2. Password complexity should be enforced through all City applications by requiring a minimum password length of at least 12 characters, including appropriate complexity of numbers, letters and symbols. In addition, password resets for authorized users should be based on a formal authorization system rather than verbal requests from users.

Special District Component Units

Section 10.554(1)(i)5.d., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

City Management's Response to Finding

The response by the City's management to the matter identified in our audit and reported in this management letter is described in the accompanying City Response to Management Letter. Management's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, and the City Commission and management of the City of Boynton Beach, Florida, and is not intended to be and should not be used by anyone other than these specified parties.

Caler, Donten, Levine,
Cohen, Porter & Veil, P.A.

West Palm Beach, Florida
April 26, 2019

CITY OF
BOYNTON BEACH

City of Boynton Beach, Florida

100 East Boynton Beach Boulevard, Boynton Beach, FL 33435
Phone: (561) 742-6310 Internet: www.boynton-beach.org

April 26, 2019

Auditor General's Office
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Subject: Response to Audit Finding
Comprehensive Annual Financial Report – September 30, 2018

Our response to the comment and recommendation reported in the management letter for the current year is as follows:

2018-001 IT System Improvements - The City is aware of some of the IT system improvements needed and have already taken steps in FY 2019 to address the concerns as follows:

1. The City's finance personnel have been working regularly with IT to review access to all City Staff and set up specific user groups for different departments. We have already begun reviewing a few departments' access and will continue to work towards reviewing all departments more regularly.

2. In February of 2019 the City's IT department implemented a more complex password requirement as listed below.

   a) The password now requires at least 10 characters in length
   b) The password must NOT contain the user's account name ore parts of the user's full name that exceed two consecutive characters
   c) The password must contain characters from three of the following four categories:
      * English uppercase characters (A through Z)
      * English lowercase characters (a through z)
      * Base 10 digits (0 through 9)
      * Non-alphabetic characters (for example, $, #, %)

3. With reference to the password resets based on verbal requests, our IT department does have a protocol to handle password resets. We are a small organization, and our IT Help Desk staff has a very good working relationship with most of our users, even to the point that they know them by voice. If Help Desk staff are unable to verify the user by voice, or by the extension they are calling from, or if they were suspicious of the password reset call, the password reset request would be escalated to a manager for verification and approval.

Sincerely,

Mara Frederiksen

Mara Frederiksen
Director of Financial Services

CITY OF
BOYNTON BEACH

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info@cdlcpa.com

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Independent Accountant's Report on Investment Compliance

To the Honorable Mayor and
City Commission
City of Boynton Beach, Florida

We have examined the City of Boynton Beach's compliance with Section 218.415, Florida Statutes for the year ended September 30, 2018. Management of the City of Boynton Beach, Florida (the "City"), is responsible for the City's compliance with the specified requirements. Our responsibility is to express an opinion on the City's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the City complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the City's compliance with specified requirements.

In our opinion, the City of Boynton Beach, Florida, complied, in all material respects, with Section 218.415, Florida Statutes, during the year ended September 30, 2018.

This report is intended to describe our testing of compliance with Section 218.415, Florida Statutes, and is not suitable for any other purpose.

Caler, Donten, Levine,
Cohen, Porter & Veil, P.A.

West Palm Beach, Florida
April 26, 2019

CITY OF
BOYNTON BEACH

America's Gateway to the Gulfstream

CITY OF BOYNTON BEACH

3301 Quantum Blvd Suite 101
Boynton Beach, FL 33426
www.boynton-beach.org

CALER, DONTEN, LEVINE,
COHEN, PORTER & VEIL, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

WILLIAM K CALER, JR , CPA
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STUART, FL 34994-1019
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Communication with Those Charged with Governance

To the Honorable Mayor and
City Commission
City of Boynton Beach
Boynton Beach, Florida

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Boynton Beach, Florida, (the "City") for the year ended September 30, 2018. We did not audit the financial statements of the Boynton Beach Community Redevelopment Agency ("CRA"), which includes the Boynton Beach CRA Special Revenue Fund, a major governmental fund of the City, and we did not audit the financial statements of the City of Boynton Beach General Employees' Pension Fund, City of Boynton Beach Police Officers' Pension Fund and City of Boynton Beach Firefighters' Pension Fund, which are fiduciary funds of the City. Those financial statements were audited by other auditors whose reports thereon have been furnished to us, and our opinions on the financial statements and this report, insofar as they relate to the amounts included for the CRA, General Employees' Pension Fund, Police Officers' Pension Fund, and Firefighters' Pension Fund, are based solely on the reports of other auditors. Professional standards require that we provide you with information about our responsibilities under U.S. generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our engagement letter to you dated August 31, 2018. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by the City are described in Note 1 to the financial statements. The following pronouncements of the Governmental Accounting Standards Board (GASB) were effective for the City for the fiscal year ended September 30, 2018:

- GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions,* establishes new accounting and financial reporting requirements for governments whose employees are provided with other postemployment benefits (OPEB), as well as certain non-employer governments that have a legal obligation to provide financial support for OPEB provided to employees of other entities.

- GASB Statement No. 81, *Irrevocable Split-Interest Agreements*, provides accounting and financial reporting guidance for irrevocable split-interest agreements in which a government is a beneficiary and requires that a government recognize assets representing the beneficial interest in the irrevocable split-interest agreement administered by a third party if the government controls the present service capacity of the beneficial interests.
- GASB Statement No. 85, *Omnibus 2017*, addresses practice issues that have been identified during implementation and application of certain GASB Statements including topics related to blending component units, goodwill, fair value measurement and application, and postemployment benefits.
- GASB Statement 86, *Certain Debt Extinguishment Issues*, provides consistency in accounting and financial reporting for in-substance defeasance of debt by providing guidance for transactions in which only existing resources, other than the proceeds of refunding debt, are placed in an irrevocable trust for the sole purpose of extinguishing debt. This statement also improves accounting and financial reporting for prepaid insurance on debt that is extinguished and notes to financial statements for debt that is defeased in-substance.

In addition, the City early adopted the provisions of GASB Statement No. 89, *Accounting for Interest Cost Incurred Before the End of a Construction Period*, which requires that interest cost incurred before the end of a construction period be recognized as an expense in the period in which the cost is incurred for financial statements prepared using the economic resources measurement focus.

The adoption of GASB Statement No. 75 resulted in a restatement that decreased the beginning net position of the City's government-wide financial statements by $1,422,213 and decreased the beginning net position of Proprietary Funds financial statements by $2,367,540, to record the total OPEB liability for the City's defined benefit OPEB plans at October 1, 2017. The implementation of other GASB Statements effective for the year ended September 30, 2018 had no effect on the previously reported amounts in the City's financial statements.

We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- Management's estimate of the net realizable value of receivables at September 30, 2018. We evaluated the key factors and assumptions used to estimate the net realizable value of receivables in determining that the amounts are reasonable in relation to the financial statements as a whole.
- Management's estimate of the fair value of investments at September 30, 2018, and the related investment earnings. We evaluated the key factors and assumptions used to estimate the fair value of investments and the related investment earnings in determining that the amounts are reasonable in relation to the financial statements as a whole.

- Management's estimate of the remaining service lives of capital assets at September 30, 2018. We evaluated the key factors and assumptions used to estimate the useful service lives of capital assets in determining that the amounts are reasonable in relation to the financial statements as a whole.
- Management's estimate of claims liabilities, including incurred but not reported (IBNR) claims, at September 30, 2018, for the City's self-insurance activities. We read and compared these estimates to the actuarial report prepared by the City's actuary in determining that the amounts are reasonable in relation to the financial statements as whole.
- Management's estimate of the net pension liabilities, deferred inflows/outflows related to pensions and pension expense for the City's defined benefit pension plans as of and for the year ended September 30, 2018. We evaluated the key factors and assumptions used to estimate the amount of the City's net pension liability, deferred inflows/outflows related to pensions and pension expense. We read and compared these estimates to the actuarial reports provided by the City's actuary in determining that the amounts are reasonable in relation to the financial statements as whole.
- Management's estimate of the total other postemployment benefits (OPEB) liability, deferred inflows/outflows related to OPEB and OPEB expense as of and for the year ended September 30, 2018. We evaluated the key factors and assumptions used to estimate the amount of the City's total OPEB liability, deferred inflows/outflows related to OPEB and OPEB expense. We read and compared these estimates to the actuarial report provided by the City's actuary in determining that the amounts are reasonable in relation to the financial statements as a whole.

The disclosures in the financial statements are neutral, consistent, and clear. Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

- The disclosures related to deposits with financial institutions and investments in Notes 3.A. and 3.B. to the financial statements.
- The disclosures related to the City's investment in the South Central Regional Wastewater Treatment and Disposal Board in Note 3.E. to the financial statements.
- The disclosures related to the City's noncurrent liabilities in Note 3.I. to the financial statements.
- The disclosures related to the City's risk management program in Note 4.A. to the financial statements.
- The disclosures related to commitments and contingencies in Note 4.B. to the financial statements.
- The disclosures related to other postemployment benefits (OPEB) in Note 4.C. to the financial statements.
- The disclosures related to the City's defined benefit pension plans in Note 4.D. to the financial statements.

Difficulties Encountered in Performing the Audit

We encountered no difficulties in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. The attached Summary of Unadjusted Audit Differences summarizes the uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements as a whole. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole. We also proposed and management made adjusting entries related to various financial statement accounts.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated April 26, 2019.

Management Consultations with other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Internal Control Related Matters

In planning and performing our audit, we considered the internal control over financial reporting (internal control) of the City as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the internal control of the City. Accordingly, we did not express an opinion on the effectiveness of the internal control of the City.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses.

Compliance Related Matters

As part of obtaining reasonable assurance about whether the financial statements of the City are free of material misstatement, we performed tests of the City's compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we did not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Other Audit Findings or Issues

We have reported certain additional matters in our management letter dated April 26, 2019 that are required to be reported by Chapter 10.550, Rules of the Florida Auditor General, and other matters that we wish to bring to the attention of those charged with governance, which were not considered to be material weaknesses or significant deficiencies in internal control or compliance matters required to be reported under *Government Auditing Standards*.

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to our retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

Other Information in the Comprehensive Annual Financial Report (CAFR)

We applied certain limited procedures to *management's discussion and analysis*, and certain pension and OPEB trend information, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the 2018 combining and individual fund financial statements, which accompany the 2018 basic financial statements, but are not required supplementary information. We also previously audited, in accordance with U.S. generally accepted auditing standards, the financial statements of the City of Boynton Beach, Florida, for the year ended September 30, 2017 and we expressed unmodified opinions on the respective financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information. The 2018 and 2017 combining and individual fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. With respect to this supplementary information we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. generally accepted accounting principles, the method of preparing it did not change from the prior period, and the information is appropriate and complete in relation to our audits of the financial statements. We compared and reconciled the supplementary information to the

underlying accounting records used to prepare the basic financial statements or to the basic financial statements themselves.

As noted in the first paragraph of this letter, we did not audit the financial statements of the CRA and the City's General Employees', Police Officers' and Firefighters' Pension Funds. Those financial statements were audited by other auditors whose reports thereon were furnished to us. We did not perform any procedures on the 2018 and 2017 combining and individual fund financial statements of the CRA and the City's General Employees', Police Officers' and Firefighters' Pension Funds, which are based solely on the reports of other auditors, and accordingly, we did not express an opinion or provide any assurance on them.

We were not engaged to report on the introductory section and statistical section that accompany the financial statements, but are not required supplementary information. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we did not express an opinion or provide any assurance on it.

Restrictions on Use

This report is intended solely for the information and use of the City Commission, management and others within the City of Boynton Beach, Florida, and is not intended to be, and should not be, used by anyone other than these specified parties.

Caler, Donten, Levine,
Cohen, Porter & Veil, P.A.

West Palm Beach, Florida
April 26, 2019

Summary of Unadjusted Audit Differences

Client: City of Boynton Beach
Audit date: September 30, 2018

All identified audit differences above nominal amount ($500)			Analysis of audit differences Debit/(Credit)											
			Assets and Deferred Outflows - Governmental		Assets and Deferred Outflows - Business-type	Liabilities and Deferred Inflows - Governmental		Liabilities and Deferred Inflows Business-type	Income/Expenses			Fund Balance/ Net Position	Net Position	
No.	W/P ref.	Account (Audit differences are recorded as journal entries including a description of the entry)	Govt-Wide Debit/(Credit)	Aggregate Remaining Fund Info Debit/(Credit)	Debit/(Credit)	Govt-Wide Debit/	Aggregate Remaining Fund Information Debit/(Credit)	Debit/	Govt-Wide Debit/(Credit)	Aggregate Remaining Fund Information Debit/(Credit)	Bus-Type Debit/(Credit)	Aggregate Remaining Fund Information Debit/(Credit)	Govt-Wide Debit/(Credit)	Bus-Type Debit/
1	01C501	Deferred outflows from pensions	253,433											
		Pension expense							61,176					
		Net pension liability				(480,680)								
		Deferred inflows from pensions				(87,937)								
		Beginning Net Position											254,008	
		To adjust for FRS pension balances for City Commission at 9-30-18.												
2	05 10	Charges for services - Miscellaneous income							2,000,000	2,000,000				
		Deferred revenues - Unavailable revenues				(2,000,000)	(2,000,000)							
		To adjust miscellaneous income for Town Center ground lease income applicable to facilities lease beginning 12-1-18												
3	23 02	Net position - Water and Sewer Fund												54,190
		Interest expense									(54,190)			
		To correct bond expenses charged to deferred loss on refundings in the prior year but written off in 2018												
	Balance sheet totals		253,433	0	0	(2,568,617)	(2,000,000)	0	2,061,176	2,000,000	(54,190)	0	254,008	54,190
	Financial statement amounts		200,636,558	436,730,234	269,759,836	(173,277,254)	(5,583,756)	(114,747,668)				(431,146,478)	(27,359,304)	(155,012,160)
Effect of unrecorded audit differences on F/S amounts			0.13%	0.00%	0.00%	1.48%	35.82%	0.00%				0.00%	-0.93%	-0.03%
Income effect of unrecorded audit differences									2,061,176	2,000,000	(54,190)			
Cumulative effect of unrecorded audit differences before turn-around effect									2,061,176	2,000,000	(54,190)			
Turn-around effect of prior-period unrecorded audit differences									(107,814)	(33,896)	0			
Cumulative effect of unrecorded audit differences, after turn-around effect									1,953,362	1,966,104	(54,190)			
Current year change in net position							GW Basis	21.03%	9,286,459	N/A	1,524,210	-3.56%		
Current year change in fund balances/net position							Fund Basis	-5.02%	N/A	(39,156,171)	3,752,934	-1.44%		

Prior Year Audit Differences

	Governmental Activities		Aggregate Remaining Fund Info		Business-type Activities	
	Prior Year Income Effect Debit/(Credit)	Current Year Reversal Debit/(Credit)	Prior Year Income Effect Debit/(Credit)	Current Year Reversal Debit/(Credit)	Prior Year Income Effect Debit/(Credit)	Current Year Reversal Debit/
1 Inventory	33,896	(33,896)	33,896	(33,896)		0
2 Pension expense for FRS	73,918	(73,918)		0		0
Net Prior Year Differences	107,814	(107,814)	33,896	(33,896)	0	0

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION:
Proclaim June as Immigrant Heritage Month

EXPLANATION OF REQUEST:
Immigrant Heritage Month celebrates our country's immigrant heritage--stories of individuals, families and communities who have contributed to the unique social fabric of our country.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Proclamation	Proclamation

City of Boynton Beach

Proclamation

WHEREAS, generations of immigrants from every corner of the globe have built our country's economy and created the unique character of our nation; and

WHEREAS, immigrants continue to grow businesses, innovate, strengthen our economy, and create American jobs in Boynton Beach, FL; and

WHEREAS, immigrants have provided the United States with unique social and cultural influence, fundamentally enriching the extraordinary character of our nation; and

WHEREAS, immigrants have been tireless leaders not only in securing their own rights and access to equal opportunity, but have also campaigned to create a fairer and more just society for all Americans; and

WHEREAS, despite these countless contributions, the role of immigrants in building and enriching our nation has frequently been overlooked and undervalued throughout our history and continuing to the present day.

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

Immigrant Heritage 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 21st day of May, Two Thousand Nineteen.

_____
Steven B. Grant
Mayor

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION: Proclaim the week of May 18-24 as National Safe Boating Week.

EXPLANATION OF REQUEST:
Safe Boating Campaign reminds boaters of important safety practices such as taking a boating safety course, never boating under the influence, and knowing navigational rules. Statistics from the U.S. Coast Guard statistics tell the story that responsible boating can save lives.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Proclamation	Proclamation

City of Boynton Beach

Proclamation

WHEREAS, on average, 650 people die each year in boating-related accidents in the U.S.; approximately three-fourths of these are fatalities caused by drowning; and

WHEREAS, the vast majority of these accidents are caused by human error or poor judgment and not by the boat, equipment, or environmental factors; and

WHEREAS, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and

WHEREAS, today's life jackets are more comfortable, more attractive, and more wearable than styles of years past.

NOW THEREFORE, I, Steven B. Grant, by the authority vested in me by the City of Boynton Beach, do hereby support the goals of the North American Safe Boating Campaign (Wear It!) and proclaim May 18-24, 2019 as

NATIONAL SAFE BOATING WEEK

and the start of the year-round effort to promote safe boating.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach, Florida, the 21st day of May, Two Thousand Nineteen.

_____
Steven B. Grant, Mayor

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION: Presentation of the 20th annual "Bob Borovy Student Citizen of the Year" award by members of the Education & Youth Advisory Board.

EXPLANATION OF REQUEST:
The Bob Borovy Student Citizen of the Year Award was created in 2000 to recognize a graduating high school senior who best epitomizes the spirit of volunteerism and giving to the community as exemplified by the late Bob Borovy, a United States Veteran and former advisory board member who was an active citizen of the community for many years. The recipient will receive $1,000 and have his/her name placed on the permanent plaque.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? In order to apply, students must be graduating high school seniors who are residents of the City of Boynton Beach, submit three letters of recommendation, complete an essay and provide documentation of their volunteer work. The winner is chosen by a panel of judges, including last year's award recipient.

FISCAL IMPACT: Non-budgeted The award is sponsored by the Education and Youth Advisory Board and is funded through donations.

ALTERNATIVES: N/A

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION:
Announce Disaster Preparedness Tax Holiday from 5/31/19 - 6/6/19.

EXPLANATION OF REQUEST:
The Florida Department of Revenue has declared 5/31/19 - 6/6/19 as the Disaster Preparedness Tax Holiday. The below items may be purchased tax free:

- Portable self-powered light sources i.e. flashlights, selling for $20 or less
- Portable Self-powered radios, two-way radios or weather-band radios, selling for $50 or less
- Tarps, other waterproof sheets, ground anchors or ties, also for $50 or less
- Gas or diesel fuel tanks that are sold for $25 or less
- AA, AAA, C, D, 6-volt or 9-volt batteries sold for $30 or less (car and boat batteries are excluded)
- Non-electric coolers up to $30
- Portable generators sold for $750 or less
- Reusable ice sold for $10 or less

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION:
Fire Department to give brief presentation of their operations.

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION: Chief Joseph to announce a partnership between the City and Palm Beach Atlantic University (PBAU) to offer a Bachelor of Science degree in Organizational Leadership.

EXPLANATION OF REQUEST:
This degree will equip students with the ability to: Utilize leadership, professional development, and human relations principles; develop written and oral communication skills; instill a commitment to be critically reflective, self-directed, life-long learners; promote an appreciation of the multicultural environment in which students live and work. The degree program will be presented on an accelerated track. PBAU will work with City employees to minimize out of pocket cost by deferring tuition to mirror the City's tuition assistance program.

PBAU will offer major-related courses at Boynton Beach Fire Station 5, other classes can be taken online or at their West Palm Beach campus.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This program is designed to provide academic credentials necessary for our employees to improve their opportunities for professional advancement within the City.

FISCAL IMPACT: Budgeted

ALTERNATIVES:

STRATEGIC PLAN: Building Wealth in the Community

STRATEGIC PLAN APPLICATION: This program is designed to provide academic credentials necessary for our employees to improve their opportunities for professional advancement within the City.

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Attachment	PBAU Brochure

PALM BEACH ATLANTIC UNIVERSITY IS EXCITED TO PARTNER WITH THE CITY OF BOYNTON BEACH.

HOW IT WORKS

1. **Enroll at PBA as a full-time student**
2. **Apply your Tuition Assistance**
3. **Take courses on site at Boynton Beach Fire Station 5**

Apply now for FREE with coupon code BOYNTON

Visit: apply.pba.edu/apply

PBA will be offering major-related courses at the Boynton Beach Fire Station 5 that will lead to a BS in Organizational Leadership. Courses will be offered in an evening accelerated format that are designed to meet the busy schedules of the city's employees. With tuition assistance and scholarships applied, students pay less than $2,000 per year for a private school education!

For more information, please contact J oe Sharp at 561-803-2102 orJoe_Sharp@pba.edu

1	8	2	$1,994
NIGHT PER WEEK	WEEK TERMS	CONCENTRATIONS	PER YEAR

BoyntonOnesheet.indd 1 4/30/19 8:51 PM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION:
Budget input opportunity. Members of the public are invited to provide input to the City Commission in regards to the upcoming FY19/20 budget.

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

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
🗋	Attachment	Appoinntments 5-21-19
🗋	Attachment	Bonnell, Richard
🗋	Attachment	Bryant, John

APPOINTMENTS AND APPLICANTS FOR MAY 21, 2019

Arts Commission

II	McCray	Alt	2 yr term to 12/20

Applicants

None

Building Board of Adjustments and Appeals

III	Romelus	Alt	2 yr term to 12/20 Tabled (2)
IV	Penserga	Alt	2 yr term to 12/19 Tabled (2)

Applicants

None

Education and Youth Advisory Board

I	Katz	STU	2 yr term to 12/19 Tabled (2)
II	McCray	STU NV	2 yr term to 12/19

Applicants

None

Historic Resources Preservation Board

II	McCray	Alt	2 yr term to 12/19
III	Romelus	Alt	2 yr term to 12/20

Applicants

John Bryant

Library Board

I	Katz	Alt	2 yr term to 12/20 Tabled (2)
III	Romelus	Alt	2 yr term to 12/19

Applicants

None

Recreation and Parks

Mayor	Grant	Alt	2 yr term to 12/20 Tabled (2)

Applicants

Richard Bonnell

Senior Advisory Board

IV	Penserga	Alt	2 yr term to 12/20 Tabled (2)

Applicants

None

Ellis, Shayla

From: r.brian.bonnell <noreply@123formbuilder.io>
Sent: Wednesday, May 08, 2019 2:08 PM
To: City Clerk
Subject: Advisory Board Appointment application

Today's date	05/08/2019
Name	Richard Bonnell
Gender	Male
Phone number	678-428-8868
Address	3504 SE 2nd st Boynton Beach FL 33435 United States
Email	r.brian.bonnell@gmail.com
Current occupation or, if retired, prior occupation	Aviation tech
Education	B.A., intelligence studies
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	Yes
If "yes", which board(s) and when?	Historical Resources Preservation Board
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Recreation & Parks Board
Personal Qualifications	Served 17 years in the Army, extensive boating and sailing experience, lots of use of Boynton parks facilities.
Professional Memberships	

Reg voter
President

CITY OF BOYNTON BEACH
CITY CLERK'S OFFICE
19 MAY -3 PM 2:46

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

The message has been sent from 73.245.217.136 (United States) at 2019-05-08 13:07:39 on iPhone 12.1
Entry ID: 334
Referrer: https://www.boynton-beach.org/boards-and-committees
Form Host: https://www.123formbuilder.com/form-583214/Advisory-Board-Appointment-Application

HISTORIC RESOURCES & PRESERVATION

Ellis, Shayla

From:	jcreightonb <noreply@123formbuilder.io>
Sent:	Friday, May 10, 2019 7:33 AM
To:	City Clerk
Subject:	Advisory Board Appointment application
Attachments:	John_Bryant_Resume.doc

CITY OF BOYNTON BEACH CITY CLERK'S OFFICE 19 MAY 13 AM 7:03

Today's date	05/10/2019
Name	John Bryant
Gender	Male
Phone number	843-307-0682
Address	516 Manatee Bay Dr Apt. 516 Boynton Beach FL 33435 United States
Email	jcreightonb@gmail.com
Current occupation or, if retired, prior occupation	Florida Department of Environmental Protection
Education	Bachelors in Science
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No

RESIDENT & REGISTERED VOTER

Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	please select...
Personal Qualifications	
Professional Memberships	
Feel free to attach/upload an extra sheet or resume.	https://www.123formbuilder.com/upload_dld.php?fileid=5c68dc7a41360d66812a0be13fecef61
Certification	I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

The message has been sent from 199.73.152.177 (United States) at 2019-05-10 06:32:50 on Internet Explorer 11.0
Entry ID: 335
Referrer: https://www.boynton-beach.org/boards-and-committees
Form Host: https://www.123formbuilder.com/form-583214/Advisory-Board-Appointment-Application

John C. Bryant
516 Manatee Bay Drive
Boynton Beach, FL 33435

John C. Bryant

JcreightonB@gmail.com

Current Address:
516 Manatee Bay Drive
Boynton Beach, FL 33435
(843) 307-0682

EDUCATION

University of South Carolina — **Columbia, SC**
B.S. in Geology, Minor in Geography (2007)

EXPERIENCE

40.0 Hours/Week
September 25, 2017 – Present

Florida Department of Environmental Protection — **West Palm Beach, FL**
Environmental Specialist III, Full Time

- Perform project management duties, including District document and report reviews, site investigations, compliance inspections, evaluation of plans, and review of pertinent data and information related to the administration of the State's Waste Cleanup, Petroleum Cleanup, Brownfields and Dry-Cleaning Solvent Cleanup Programs.
- Coordinate with stake holders, responsible parties, lawyers and landowners to apply knowledge and instruction to accomplish site management functions in site assessment, site remediation and site closure.
- Updates and tracks incoming and outgoing correspondence in the Oracle and Oculus Database.
- Utilizes Florida Administrative Codes, Statues and Standard Operating Procedures to apply applicable rules, regulations, policies and procedures to each regulatory program.

37.5 Hours/Week
February 12, 2015 – September 25, 2017

SC Department of Health and Environmental Control — **Columbia, SC**
Hydrogeologist III, Full Time

- Managed remediation of approximately 163 petroleum contaminated underground storage tank sites through review of environmental plans and reports. Regulations involved using RCRA, Safe Drinking Water Act, Pollution Control Act (SC), Superfund Regulations, SUPERB Act.
- Review and approved cost estimates for site rehabilitation activities funded by the State Underground Petroleum Environmental Response Bank (SUPERB) Account.
- Developed remediation goals in accordance with Risk-Based Corrective Action guidelines via geochemical modeling (Bioscreen & Domenico).

John C. Bryant
516 Manatee Bay Drive
Boynton Beach, FL 33435

- Provided data entry projects status updates in the Environmental Facilities Information System (EFIS) Oracle database.
- Procured environmental contractors for State Lead and Owner/Operator Lead site rehabilitation activities.
- Managed the high-volume sampling and laboratory analytical contracts for the Underground Storage Tank Management Division.
- Approved Quality Assurance Programmatic Plans for technical work scopes.
- Assisted with dam inspections for the Department following catastrophic flooding in South Carolina in October 2015. Serve as one of two coordinators for the Bureau of Land and Waste Management to ensure dams are properly monitored by inspection teams and ensure dam owners comply with Department directives.

37.5 Hours/Week
July 17, 2014 – February 12, 2015

SC Department of Health and Environmental Control **Columbia, SC**
Hydrogeologist II, Full Time

- Performed project management for sites with soil and ground-water contamination resulting from releases from underground storage tanks (USTs); to include technical reviews of plans and reports, and directives for appropriate actions needed to remediate the sites in accordance with Risk-Based Corrective Action criteria.
- Procured and/or directed environmental services to achieve cleanup of UST releases. Updated and prepared technical portion of bid specifications for action by Business Management (State Lead Option) or UST Program (UST Owner/Operator Option)
- Performed Records Management for all assigned UST releases, to include updates and maintenance of the Environmental Facilities Information System (EFIS) database and maintenance of project files in accordance with established retention policies.
- Reviewed and approved Quality Assurance Program Plans (QAPP's) submitted by Certified Contractors.
- Performed financial management of sites with UST releases. Reviewed and approved cost invoices/estimates for remediation activities at sites that qualify for state funds. Related reports were checked for accuracy and appropriateness prior to payment authorization from the SUPERB Account.
- Provided technical assistance and information to the public, public officials, industries, and consultants.
- Maintained responsibility for posting required Public Notices for Land and Waste Management on Department website.
- Voluntarily managed the State Lead analytical lab and sampling contracts following the departure of a senior staff member.

John C. Bryant
516 Manatee Bay Drive
Boynton Beach, FL 33435

37.5 Hours/Week
November 4, 2013 – July 17, 2014

SC Department of Health and Environmental Control **Columbia, SC**
Hydrogeologist I, Full Time

- Managed assessment and remediation of approximately 200 petroleum contaminated underground storage tank sites through review of environmental plans and reports.
- Reviewed and approved cost estimates for site rehabilitation activities funded by the State Underground Petroleum Environmental Response Bank (SUPERB) Account.
- Developed remediation goals in accordance with Risk-Based Corrective Action guidelines via geochemical modeling (Bioscreen & Domenico).
- Provided data entry project status updates in the EFIS database.

40 Hours/Week
May 16, 2007 – October 4, 2013

Midlands Environmental Consultants Inc. **Lexington, SC**
Staff Geologist, Full Time

Office experience at Midlands included:

- Performed Management/Scheduling of drilling activities within the company and subcontractors.
- Prepared the Quality Assurance Program Plan Addendums for SCDHEC.
- Prepared Initial Groundwater Assessments (IGWA's), Tier I and Tier II reports.
- Prepared Phase I and Phase II reports.
- Conducted surveys and environmental studies for over 250 projects.
- Maintained involvement in review of laboratory data, analytical data and field data.
- Prepared environmental documents.
- Reviewed and provided reduction of both field data and laboratory analytical data into standardized report form.
- Transferred data into the SC Department of Health and Environmental Control (SCDHEC) required reporting format using various software applications including Microsoft Word, Excel, and AutoCAD LT.

Field experience includes:

- Conducted detailed field investigation and environmental studies such as field measurements and gauging of conditions, as well as sample and data collection and analysis.
- Collected soil and groundwater samples using a geoprobe device; performed sample analysis using field immunoassay equipment and techniques; and conducted soil screening using PID equipment.
- Assisted in the layout of drill plans for permanent monitoring wells and supervised drilling activities.
- Performed inflow permeability tests at over 80 sites.
- Conducted Aggressive Fluid Vapor Recovery Events throughout South Carolina and Georgia.

John C. Bryant
516 Manatee Bay Drive
Boynton Beach, FL 33435

SPECIALIZED TRAINING

OSHA 40 Hour HAZWOPER and Refreshers (2007-Present)
Association of State Dam Safety Officials (2015)
TREEO Landfill Design and Construction (2018)

COMPUTER SKILLS

Languages and Software
Java, HTML, Word, PowerPoint, Excel, ArcView, AutoCad LT, Oracle, GIS software.

Operating Systems
Windows, Mac and Linux.

REFERENCES

Upon Request

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R19-054 - Authorize the Mayor to sign a land use agreement between the City of Boynton Beach and Journey Church for the 4th of July event to be held Thursday, July 4, 2019.

EXPLANATION OF REQUEST:
The City would like to utilize Journey Church property on Federal Highway as a public parking option during the 4th of July event to be held on Thursday, July 4, 2019.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
Parking is very limited at Intracoastal Park and this provides an additional parking option for those that would like to attend the 4th of July event.

FISCAL IMPACT: Non-budgeted There is no cost related to the temporary use of Journey Church property on 4th of July event be held Thursday, July 4, 2019.

ALTERNATIVES: Not approve the land use agreement between the City of Boynton Beach and Journey Church for property (parking) for the City's 4th of July event that will be held on Thursday, July 4, 2019.

STRATEGIC PLAN: Boynton Beach Branding

STRATEGIC PLAN APPLICATION:
Identifying and promoting additional public parking opportunities during large City events allows more individuals to attend events. Free bus transportation to and from the 4th of July event will be provided by the City.

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving Agreement for Use of Property
Agreement	Agreement for Use of Property with Journey Church

RESOLUTION NO. R19-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN A LAND USE AGREEMENT WITH JOURNEY COMMUNITY CHURCH, INC., FOR THE 4TH OF JULY EVENT TO BE HELD JULY 4, 2019; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City plans to use the Journey Community Church, Inc., property as a public parking option during the Annual 4th Holiday Parade on July 4, 2019; and

WHEREAS, While the City's Town Square is under construction parking is limited and this site will provide an alternative for public parking during the parade; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the Mayor to sign a Land Use Agreement between the City of Boynton Beach and Journey Community Church, Inc., for the 4th of July event to be held July 4th, 2019.

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

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

Section 2. The City Commission hereby approves and authorizes the Mayor to sign a Land Use Agreement between the City of Boynton Beach and Journey Community Church, Inc., for the 4th of July Annual Event to be held July 4, 2019. A copy of the Agreement is attached hereto as Exhibit "A."

Section 3. 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 – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

AGREEMENT FOR USE OF PROPERTY

THIS AGREEMENT FOR USE OF PROPERTY ("Agreement") is made this ___ day of _____, 2019, by and between the City of Boynton Beach ("City") and Journey Community Church Inc., its officers, employees, successors and assigns ("Owner").

WITNESSETH:

WHEREAS, Owner warrants that it owns that certain property located at **715 S. Federal Hwy, Boynton Beach, FL 33435** (Parcel Number: 08-43-45-28-00-000-5030), (the "Property"); and

WHEREAS, the City desires to use the parking lots located on the Property for parking for an event taking place on July 4, 2019 (the "Event");

WHEREAS, Owner desires to permit the City to use the parking lots on the Property for the Event;

NOW, THEREFORE, for the mutual covenant and matters set forth herein, as of the date set forth above, the parties hereby agree as follows:

1. The recitations set forth above are incorporated herein.
2. Owner agrees to allow the City to enter onto the Property for uses related to the Event on the dates and times specified on the attached Exhibit A.
3. The City represents and acknowledges that its activities and all participants are properly covered by appropriate insurance; that the City shall be responsible for any injuries to its employees, agents, contractors, guests, invitees, and third parties occurring during activities in the course and scope of parking on the Property for the Event; and that the City shall be responsible for any damage to the Property caused by the City's or other Event participant's use of the Property for the Event. The City shall also be responsible for its own negligence. To the extent permitted by law, and subject to the limitations of section 768.28. Florida Statutes, the City shall defend and indemnify and hold harmless the Owner from all claims, suits, causes of action or any claim whatsoever made by any party arising from the City's negligence or City's activities on the Property during the dates listed in Exhibit A. Nothing in this paragraph is considered a waiver of sovereign immunity by the City.
4. Owner hereby acknowledges and agrees that Owner shall receive no compensation from the City in return for permitting the City to use the Property as provided for in this Agreement.
5. No prior or present agreements or representations shall be binding upon any of the parties hereto unless incorporated in this Agreement. No modifications or change in the Agreement shall be valid or binding upon the parties unless in writing, executed by the parties to be bound thereby.
6. This Agreement shall expire on July 4, 2019.
7. This Agreement is governed by the laws of the State of Florida and venue is in Palm Beach County.

IN WITNESS WHEREOF, the CITY OF BOYNTON BEACH has caused these presents to be executed in its name by its Mayor and attested and its official seal to be hereunto affixed and Owner have hereunto set its hand and seal the day and year first above written.

ATTEST:

_____
Judith A. Pyle, CMC, City Clerk

(SEAL)

CITY OF BOYNTON BEACH

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

_____
James A. Cherof, City Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that in this day before me, an officer duly qualified to take acknowledgements, personally, appeared _____, as _____ of the City of Boynton Beach who is personally known to be the person described in, or who produced _____ as identification, and who executed the foregoing and acknowledged before me that he executed the same.

WITNESS my hand and seal in the Count and State aforesaid on this _____ day of _____, 2019.

_____

NOTARY PUBLIC

My Commission Expires:

ATTEST: _____

By: _____

Print Name: _____

Title:_____

(SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally, appeared _____, as _____ of _____ who is personally known to be the person described in, or who produced _____ as identification, and who executed the foregoing and acknowledged before me that he executed the same.

WITNESS my hand and seal in the Count and State aforesaid on this _____ day of _____, 2018.

_____

NOTARY PUBLIC

My Commission Expires:

Exhibit "A"

Owner agrees to allow the City and attendees of the Event to enter onto the Property for uses related to the Event any time July 4, 2019, from 8:00 a.m. to 12:00 a.m.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R19-055 - Authorize the City Manager to sign Omnia Maintenance Agreement with Thyssen-Krupp Elevator Corporation of Kennesaw, GA for annual elevator inspections and service/repairs in various City facilities utilizing the National Intergovernmental Purchasing Alliance contract R150801 for an estimated monthly amount of $1,855. National Intergovernmental Purchasing Alliance procurement process satisfies the City's competitive bid requirements.

EXPLANATION OF REQUEST:
Agreement period: Date of execution to September 20, 2020

Thyssen-Krupp provides annual inspections and service/repairs for seven (7) two-stop elevators. Pricing is based on the Omnia Maintenance Agreement Contract # R150801 that is effective until September 30, 2020.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The State of Florida requires that elevators be registered annually with a Certificate of Operation and compliance requires that each elevator be under maintenance/service contract and undergo annual testing. Failure to meet these requirements would result in having to lock down each affected elevator at the first floor stop; this would hinder accessibility to the upper floors.

FISCAL IMPACT: Budgeted
Funding is budgeted in:

- Facilities Management Account #001-2511-519-49.17 ($25,750)
- Library Account #001-2612-571-46.20 for the Schoolhouse Museum ($3,400)
- Utilities Account #401-2821-536-49.17 for the Utilities Admin ($3,400)
- Utilities Account #401-2811-536-49.17 for the West Water Plant ($3,400)

ALTERNATIVES: None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: Thyssen Krupp Elevator Corporation

START DATE: 10/1/2015

END DATE: 9/20/2020

CONTRACT VALUE:

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?: No

EXTENSION EXPLANATION:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving Omnia Maintenance Agreement with Thyssen-Krupp
Agreement	Maintenance Agreement Revised
Contract	Thyssen Signed Contract for Omnia
Letter	Thyssen Award Letter
Other	Thyssen 2nd Yr Renewal Letter
Other	Thyssen 3rd Year Renewal Letter
Other	Thyssen 4th Year Renewal Letter
Other	Thyssen 5th Year Renewal Letter

RESOLUTION NO. R19-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN OMNIA MAINTENANCE AGREEMENT WITH THYSSEN-KRUPP ELEVATOR CORPORATION FOR ANNUAL ELEVATOR INSPECTIONS AND SERVICE/REPAIRS IN VARIOUS CITY FACILITIES FOR AN ESTIMATED MONTHLY AMOUNT OF $1,855.00, UTILIZING THE NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE CONTRACT R150801; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida requires that elevators be registered annually with a Certificate of Operation and compliance requires that each elevator be under maintenance/service contract and undergo annual testing; and

WHEREAS, failure to meet these requirements would result in having to lock down each affected elevator at the first floor stop which would hinder accessibility to the upper floors; and

WHEREAS, Thyssen-Krupp provides annual inspections and service/repairs for seven (7) two-stop elevators with Pricing which is based on the Omnia Maintenance Agreement Contract # R150801 and is effective until September 30, 2020; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida , upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the City Manager to sign an Omnia Maintenance Agreement with Thyssen-Krupp Elevator Corporation of Kennesaw, GA for annual elevator inspections and service/repairs in various City facilities utilizing the National Intergovernmental Purchasing Alliance contract R150801 for an estimated monthly amount of $1,855.

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 hereby approves and authorizes the City Manager to sign an Omnia Maintenance Agreement with Thyssen-Krupp Elevator Corporation of Kennesaw, GA for annual elevator inspections and service/repairs in various City facilities utilizing the National Intergovernmental Purchasing Alliance contract R150801 for an estimated monthly amount of $1,855, a copy of which Agreement is attached hereto as Exhibit "A."

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

PASSED AND ADOPTED this _____ day of May, 2019.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk
(Corporate Seal)

Omnia Maintenance Agreement – Contract #R150801

for the Protection of Vertical Transportation Equipment

thyssenkrupp

A. THIS AGREEMENT (hereinafter "Agreement") made and entered into on this 24 day of April, 2019 by and between City of Boynton Beach, a governmental municipality, having an address of 222 N.E. 9th Ave, Boynton Beach, Florida 33435 hereinafter referred to as "Purchaser"), and, ThyssenKrupp Elevator Corporation, a Delaware corporation, having an address of 114 Townpark Drive, Kennesaw, Georgia 30144 (hereinafter referred to as "Contractor"). In consideration of the mutual covenants contained herein, Contractor agrees to perform the services described herein and Purchaser or its members agree to pay the amounts described herein, all on the terms and conditions set forth in this Agreement. This agreement will act as an extension of the contract set to expire on September 20, 2020

WHEREAS,

B. The Purchaser is engaged either as a real property owner or manager (or as a part in joint ventures or consortiums to that effect); and

C. The Service Provider is engaged in the business of servicing and repairing elevators, escalators and other vertical transportation equipment.

NOW THEREFORE, the Parties hereto agree as follows:

1. BACKGROUND

The Purchaser and the Service Provider desire to enter into this Agreement as a long term commitment for the maintenance and repair of Purchaser's vertical transportation equipment as further described in this Agreement. Under the Agreement the Purchaser may issue written requests to the Service Provider to provide certain vertical transportation maintenance services at locations controlled by Purchaser. The Agreement is to provide an umbrella for those location-specific written requests for vertical transportation maintenance services issued by the Purchaser.

2. GOVERNING DOCUMENTS

The following documents form and are an integral part of this Agreement and are to be taken as mutually explanatory of one another. In the case of any ambiguity or discrepancy between the documents forming the Agreement, then the priority of the documents will be in the order as listed below, unless otherwise agreed in writing between the parties:

(a) Each individual location requirement (as specified at the time of ordering by the Purchaser). An Location requirement shall be considered "Accepted" if it is fully executed by a duly authorized representative of both the Purchaser and the Service Provider and provided to the Service Provider;
(b) This Agreement;
(c) Any other document mutually agreed and signed by the parties, forming part of this Agreement.

3. PERFORMANCE

Service Provider will provide the services and/or scope of work applicable to all vertical transportation equipment described on any fully executed and properly delivered Agreement (the "equipment") on the terms and conditions set forth in this Agreement (the "Services"). The term "Property" hereinafter will refer to the real property of the Purchaser on which the equipment is located. Service Provider will use trained personnel directly employed and supervised by Service Provider or sub-contractors. They will be qualified to

keep Purchaser's equipment properly adjusted, and they will use all reasonable care to maintain that equipment in proper operating condition. Service Provider will regularly and systematically examine, adjust and lubricate as required, and, in Service Provider's sole opinion, if conditions warrant, Service Provider will repair or replace all equipment parts and devices not specifically excluded by this Agreement.

The Services shall be performed in a diligent and first class manner, with quality supplies, materials, equipment and workmanship and in such a manner so as to minimize the possibility of any annoyance, interference, or disruption to tenants or other occupants of the Property and their invitees. Upon completion of the Services, Service Provider shall restore the Property to its original condition and shall leave the Property clean and free of all tools, equipment, waste materials and rubbish.

Service Provider will service Purchaser's equipment and its component parts in their present condition with the understanding that Service Provider shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of negligence, obsolescence, misuse of the equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Service Provider's control, except ordinary wear and tear from the commencement date of this agreement. With the passage of time, equipment technology and designs will change. If any part or component of any equipment described in a NFA cannot, in Service Provider's sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. Purchaser will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, Service Provider will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will Service Provider be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Any work not specifically covered under this agreement shall be at Purchaser's sole expense.

The Service Provider may propose changes to the Services by informing the Purchaser in writing. To be binding, such changes must be approved by authorized representatives of both parties in writing. The Parties may also, at any time, agree to add new Services at agreed prices to be covered by this Agreement. To be binding, such additions must be approved by corresponding authorized representatives of both parties in writing.

Pledge of Purchaser Satisfaction

3.1 In the event that Purchaser elects to undertake an audit of the service provided under this Agreement and any Location(s) Agreement, such audit must be announced in writing at least ten (10) working days in advance. If any non-compliance is identified in writing to the Service Provider at the address set forth in this Agreement, whether pursuant to an audit or under any other circumstances, the Service Provider will begin to take appropriate measures to remedy such non-compliance within thirty (30) days thereafter.

3.2 The Purchaser and the Service Provider shall appoint appropriate personnel to meet regularly at local and global levels and at such intervals as is deemed necessary to enable the parties to discuss and review the performance of both parties of their respective obligations under this Agreement. The reviews will take place in order to:

a) Monitor the effectiveness and efficiency with which this Agreement is being implemented;
b) Agree to mutual objectives and timescales;
c) Assess the overall performance of this Agreement by each party;
d) Review business implications, targets and risks;
e) Review whether this Agreement is being conducted in the spirit it was intended; and
f) Assess, under this review process, the need to amend or update the performance criteria included in this Agreement.

4. INDEPENDENT CONTRACTOR RELATIONSHIP:

Service Provider shall assume all duties under this Agreement as an independent contractor, and shall not be deemed for any purpose to be an agent, servant, or representative of Purchaser. Purchaser shall have no direct control of Service Provider, its agents, or subcontractors in the performance of the work hereunder. Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.

5. **BY HIGHLY-TRAINED SERVICE PROVIDER PROFESSIONALS:**

Service Provider employs and supervises elevator technicians who are among the most trusted in the industry and who will provide all maintenance courteously and dependably. Service Provider's elevator technicians receive ongoing training in general equipment development as well as advancements made to Purchaser's specific equipment.

6. **ASSURANCE OF SERVICE PROVIDER'S STANDARD OF QUALITY:**

To help increase elevator performance and decrease downtime, Service Provider's technicians utilize the latest industry methods and technology available to Service Provider for Purchaser's specific brand of equipment. They will be equipped with the tools, documentation and knowledge to troubleshoot Purchaser's unique system.

Behind Service Provider's technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field support experts. Service Provider's International Technical Support facility in Texas continuously researches advancements in the industry and in Purchaser's equipment.

7. EXTENT OF COVERAGE:

Service Provider will perform the following Services with respect to any equipment described on any fully executed ocation requirement:

7.1 TRACTION ELEVATORS:

Service Provider agrees to and shall maintain the traction elevator equipment described on any Location Agreements on the following terms and conditions:

7.1.1 Service Provider will use trained employees directly employed and supervised by Service Provider. Such employees shall be qualified to keep the Equipment properly adjusted, and Service Provider will use all reasonable care to maintain the Equipment in proper and safe operating condition.

7.1.2 Service Provider will regularly and systematically examine, adjust, clean and lubricate the following as required, and if conditions warrant, repair or replace the same:

7.1.2a Machine worm gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contact linings and component parts;

7.1.2b Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings;

7.1.2c Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers, and all control components;

7.1.2d Controller, selector and dispatching equipment, leveling devices and cams, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, steel selector cable or tape, and mechanical and electrical driving equipment;

7.1.2e Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws;

7.1.2f Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheaves assembly, counterweight and counterweight guide shoes including rollers or gibs;

7.1.2g Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices and all fastening devices and associated reinforcement in attached components;

7.1.2.h Hoistway entrance door sill areas beyond the entrance frame opening; will be cleaned.

7.1.2i Automatic power operated door operator, car door hanger, car door contact, door protective device, car ventilation system platform, load weighing equipment, car safety mechanism, elevator car guide shoes, gibs or roller;

7.1.3 Service Provider shall maintain the individual minimum performance standards defined below:

7.1.3a "Start to Stop Time" as measured from the moment the car begins motion till the time it stops for a single floor run.

7.1.3b "Door Open Time" as measured from the fully closed door position to a fully open stopped position.

7.1.3c "Door Close Time" as measured from the fully open door position to a fully closed stopped position. Door closing pressure shall not exceed 30 lbs.

7.1.3d "Leveling Accuracy" as measured from car sill to landing sill at a fully stopped position under all load conditions.

7.1.3e "Rated Speed" as the same shall be that noted and shall not vary by more than 5% regardless of direction or load.

7.1.4 Service Provider shall maintain the Rated Speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer and perform the necessary adjustments as required to maintain the original Door Open Time and Door Close Time, within limits of applicable codes, or to adjust and maintain revised Door Open Time and/or door close Time upon direction of Purchaser.

7.1.5 Service Provider shall maintain smooth ride quality, smooth acceleration and deceleration and comfortable stop.

7.1.6. Service Provider shall maintain positive and quiet door operation with rapid and smooth checking at limits of travel. Service Provider shall annually, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer or to adjust and maintain revised settings upon direction of Purchaser.

7.1.7 Service Provider shall examine periodically all safety devices and governors and conduct an annual no-load test.

7.1.8 Service Provider shall calibrate load-weighing devices to Purchaser's selected settings, after annual and, as applicable, five-year safety tests are conducted.

7.1.9 Service Provider shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, lubricate ropes

appropriately and when necessary remove all residue and accumulated deposits from the rope surface and shorten ropes and chains as required to provide legal and reasonable bottom clearances.

7.1.10 Service Provider shall repair or replace conductor cables and hoistway and machine room elevator wiring in such a way as to maintain the percentage of spare conductors present at the acceptance of the location requirement. In no case shall the number of spare conductors be less than 5%.

7.1.11 Service Provider shall furnish lubricants compounded to the manufacturer's rigid specifications.

7.1.12 Service Provider shall make other safety tests recommended or directed by all applicable governmental authorities in force at the time of the acceptance of the Agreement. Service Provider shall not be required to install new attachments on the elevators recommended or directed by insurance companies, or by governmental authorities, nor to make replacements with parts of a different design recommended or directed by insurance companies, or by governmental authorities.

7.1.13 Service Provider shall coordinate all testing requiring an independent witness or inspector with the Purchaser's appointed representative.

7.1.14 Service Provider shall not be required to make renewals or repairs necessitated by reason of Purchaser's negligence or Purchaser's misuse of the Equipment or by reason of any other cause beyond Service Provider's reasonable control except ordinary wear and tear.

7.1.15 Service Provider shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment:

7.1.15a All handicap devices;

7.1.15b All elevator related earthquake devices if applicable

7.1.16 Service Provider shall have no responsibility for the following items of Equipment, which are not included:

7.1.16a the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this Agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2 HYDRAULIC ELEVATORS:

Service Provider agrees to and shall maintain the hydraulic elevator equipment described on any fully executed Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to hydraulic elevators, with the following additions:

7.2.1 Service Provider shall have no responsibility for the following items of Equipment in addition to those listed in provision 7.1.16a above: the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, hydraulic elevator jack, hydraulic elevator outer casing, any type of underground piping or other material, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2.2 Filters, mufflers and muffler components are included.

7.2.3 Service Provider shall periodically examine all safety devices and conduct pressure tests and other tests required by ANSI A1 7.1 or other applicable codes.

7.2.4 Service Provider shall periodically conduct an inspection of hydraulic fluid to detect contaminants and assure proper viscosity, make necessary corrections and replace fluid as required and furnish hydraulic fluid compounded to the manufacturer's rigid specifications.

7.2.5 Service Provider shall clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

7.3 ESCALATORS:

Service Provider agrees to and shall maintain the escalator equipment described on any Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to escalators, with the following additions:

7.3.1. Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers and operating rectifier;

7.3.2 Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks;

7.3.3 Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings, lower newel bearings;

7.3.4 All balustrade fastenings, deck and trim fastenings (screws, clips, etc.);

7.3.5 Skirt panels and panel finishes;

7.3.6 Escalator under-step lighting and balustrade panel and skirt lighting;

7.3.7 Upper and lower pit equipment spaces, pit lights, trusses and inclined truss pans.

7.3.8 Service Provider shall examine periodically (at intervals not longer than six months) all normal operating devices and equipment in accordance with ANSI A17.1, Section 1007 and conduct annual inspections and tests of all safety devices, brakes, step up thrust devices and governors in accordance with ANSI A17.1, Section 1008. If required, the governor will be calibrated and sealed for proper tripping speed.

7.3.9 Service Provider shall have no responsibility for the balustrade finishes, deck and trim finishes, wedge guards and exterior truss enclosures.

8. PARTS INVENTORY

Service Provider maintains a comprehensive parts inventory to support its field operations. Replacement parts are stored throughout North America in Service Provider's facilities and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in Purchaser's vertical transportation equipment will be new or refurbished to meet the quality standards of Service Provider.

9. TESTING

Service Provider will, at its discretion and expense, perform governor and safety tests on traction elevators or annual relief pressure tests on hydraulic elevators per local and State codes. Service Provider assumes no responsibility for the operations of the governor or safety on traction elevators, or the hydraulic system on hydraulic elevators, under the terms of this Agreement until all applicable and governmentally-mandated tests have been made. Should the systems not meet applicable safety code requirements, it shall be the responsibility of the Purchaser, at its sole cost, to make necessary repairs and to place the equipment in a condition, which will be acceptable for coverage under the terms of this Agreement. Service Provider shall not be liable for damage to the building structure or the elevator resulting from any testing of any type or kind at any time.

10. **COMPLIANCE WITH LAWS:**

The rights and duties arising under this Agreement shall be governed by the laws of the State in which the Property is located. In performing the Services required under this Agreement, Service Provider shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations. In the event that any portion of this Agreement is determined to be against public policy or statute, then all other provisions shall remain in full force and effect.

11. **TERM:**

Service under the terms and conditions of this Agreement shall be for an initial non-cancelable to September 20, 2020

The term (length of contract) of maintenance agreements signed under the Omnia Contract may exceed the term of the Omnia Agreement. The terms and conditions of the Omnia Agreement in effect at the date the maintenance agreement is signed will remain in effect for the duration of members local maintenance agreement. Maintenance Agreements can be as long as the Omnia members request provided they are in accordance with local laws and regulations.

12. **AFTER HOURS WORK**

All Services are to be provided during Service Provider's regular working hours of its regular working days unless otherwise specified below.

For specified locations marked as "Platinum Premier" within the Exhibit "A", for overtime calls involving one mechanic, Contractor will include our services at no additional cost.

13. **PRICING:**

Pricing (Please See Exhibit A) The Price of Service Provider's service as herein stated shall be specifically set forth on any fully executed Location Agreement(s), payable as agreed upon between the Service Provider and the Purchaser. Those prices are net of all taxes, duties and other levies. Those prices are valid for a period of one (1) year, commencing on the effective date of each respective Location(s) Agreement. Each such period of one year (365 consecutive days) shall be called a "Fixed Price Period". Since Service Provider's costs to provide Purchaser with the Services may increase, the Service Provider shall review and adjust the Monthly Payment Amount for each Location Agreement(s) at the end of each twelve (12) month period. Eighty percent (80%) of the Agreement price for each Location Agreement(s) shall be adjusted to reflect any increase in labor costs based on the straight time rate of elevator mechanics in the local area where the Property is located. The remaining twenty percent (20%) shall be adjusted to reflect any increase in material costs based on the Producer Price Index for Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. However, in no event shall the total price escalations at the end of each twelve (12) month period be no more than four percent (4%) in any subsequent one (1) year period. Service Provider shall provide thirty (30) days advance written notice to Purchaser of all price adjustments referenced in this paragraph.

Should equipment covered by any Location Agreement be modified by the Purchaser during the pendency of any Location Agreement the parties will endeavor to reach a written agreement on a modified price for the Services applicable to that equipment. Should those parties fail to reach a written agreement on a modified price then that equipment will be removed from the applicable Location Agreement and the applicable Purchaser shall remain financially responsible to the Service Provider for the Service Provider's lost profits associated with the Services originally designated for that piece of equipment at the original, agreed-to price for the remaining term of the applicable Location Agreement. The price is subject to increase in the event the existing equipment is modified from its present state. A service charge of 1 ½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. Time is of the essence.

14. **INSURANCE REQUIREMENTS:**

At its sole expense, Service Provider shall carry and maintain throughout the term of any fully executed Location Agreement the insurance described below. The all risk and liabilities policies must each contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to Purchaser.

Before the commencement of the Services, Service Provider shall submit to Purchaser a Certificate of Insurance showing that all insurance requirements have been met. If any policy expires during the term of any fully executed Location Agreement(s), it shall automatically be renewed and a new Certificate of Insurance shall be sent immediately to Purchaser.

Workers' Compensation Statutory Limits

Employer's Liability $1,000,000 each accident
$1,000,000 policy limit-disease
$1,000,000 disease-each employee

General Liability

This shall include all major divisions of coverage and be on a commercial occurrence form. It shall include premises operations, products and completed operations, contractual, and personal injury.

Limits Primary: $2,000,000 each occurrence – BI & PD
$2,000,000 general aggregate
$2,000,000 personal injury & adv. Injury

Automobile Liability and Property Damage

This shall be on an occurrence basis with a combined single limit of $2,000,000. It shall include all automobiles owned, leased, hired or non-owned.

15. PURCHASER RESPONSIBLITIES:

Product Information. Purchaser agrees to provide Service Provider with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. Purchaser agrees to authorize Service Provider to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back up of the software embodied therein. These items will remain Purchaser's property.

Safety. Purchaser agrees to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. Purchaser agrees to report immediately any condition that may indicate the need for correction before the next regular examination. Purchaser agrees to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notifying Service Provider at the address and phone number listed on any fully executed Location(s) Agreement at once, and written notice within ten (10) days after any occurrence or accident in or about the elevator. Purchaser agrees to provide Service Provider's personnel a safe place in which to work. Service Provider reserves the right to discontinue work in the building whenever, in Service Provider's sole opinion, Service Provider's personnel do not have a safe place in which to work. Purchaser agrees to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 90°F maximum. Purchaser also agrees to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, Purchaser will contract with others for removal and the proper handling of such liquids.

Other. Purchaser agrees not to permit others to make alterations, additions, adjustment, or repairs or replace any component or part of equipment during the term of any fully executed Location(s) Agreement. Purchaser agrees to accept Service Provider's judgment as to the means and methods to be employed for any corrective work under this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described in any fully executed Location(s) Agreement, or the premises in which they are located, Purchaser agrees to see that such successor is made aware of that Location(s) Agreement and

assumes and agrees to be bound by the terms of those documents for the balance of the Location(s) Agreement, and subject to termination herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the Location(s) Agreement.

Items Not Covered. Service Provider does not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, intercommunication devices, security systems not installed by Service Provider, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this Agreement.

16. EXCLUSIVITY

This Agreement is an exclusive frame agreement, which means that the Purchaser only undertakes to buy the Services, or parts thereof, from the Service Provider from the date that this Agreement is fully executed.

17. EXCUSABLE DELAYS

The Service Provider shall not be liable for delay in performing or for failure to perform its obligations under this Agreement or any location requirement if such delay or failure results from any of the following causes: (i) Acts of God, (ii) the act of any government or authority (including the denial or cancellation of any export license or other necessary license), (iii) the outbreak of wars, terrorism, insurrections, (iv) fire, explosion, flood (v) and strike, lock-out or other industrial action which is beyond the Service Provider's control or (vi) any other cause of any nature which is beyond the applicable Service Provider's control.

18. TERMINATION AND REMEDIES

18.1 The Service Provider has the right (but not the obligation) to terminate this Agreement or any location Agreement with 30 day's prior written notice in case of the Purchaser's failure to comply with any terms of this Agreements or any Location Agreement. Termination of a Location(s) Agreement shall not have effect on other existing Locations associated with this Agreement, which shall be completed in accordance with these terms and conditions. If such failure is remedied within the said 30 days period, this right to terminate shall expire.

18.2 The provisions of this Agreement, and the right and remedies of a party in the event of the other party's breach under this Agreement (including the breach of any warranty) are cumulative and are without prejudice to all other rights and remedies available to it and may have at law or otherwise; no exercise by a party of any one right or remedy under this Agreement, or at law or otherwise, shall operate so as to hinder or prevent the exercise of any other such right or remedy. However, in no event shall one party to this Agreement be liable to the other party for any indirect or consequential loss or damage, including but not limited to loss of profit, loss of production, loss of interest or otherwise, which may be suffered by the other party in connection with the entering into or operation of this Agreement.

19. ASSIGNMENT

Purchaser may not assign, transfer, novate, sub-contract or otherwise dispose of any of its rights and obligations under this Agreement without the prior written consent of the Service Provider. Notwithstanding the above, Service Provider may without the consent of the Purchaser; use subcontractors for the performance of any Services purchased by the Purchaser under this Agreement or a local agreement. The use of subcontractors to provide Services shall in no way relieve the Service Provider of its responsibilities and obligations towards the Purchaser under this Agreement or a local agreement.

20. HEALTH & SAFETY, ENVIRONMENTAL AND QUALITY

The Service Provider and the Purchaser shall work towards the prevention of accidents aiming for zero accidents and the creation of a safer work environment.

21. ETHICAL COMMITMENT

The Service Provider has an extensive corporate compliance program and its employees are expected to maintain the highest level of ethical and legal conduct at all times during the term of the Agreement and expects the Purchaser to act in a like manner. Should the Purchaser suspect that the Service Provider or its employees have engaged in any illegal or unethical conduct, such suspicions must be reported through the Service Provider's toll-free compliance hotline at 1-866-572-1739.

22. MISCELLANEOUS

22.1 The headings in this Agreement shall not affect its interpretation.

22.2 Throughout this Agreement, whenever required by context, the use of the singular number shall be construed to include the plural, and the use of the singular number shall be construed to include the plural, and the use of the plural the singular, and the use of any gender shall include all genders.

22.3 Should any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

22.4 The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.

22.5 In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due thereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

22.6 Purchaser hereby waives trial by jury and agrees that this Agreement and any applicable Location(s) Agreement shall be construed and enforced in accordance with the laws of the state where the equipment described on the applicable Location(s) Agreement is located. Purchaser further agrees to jurisdiction of the courts, both state and Federal, of the state in which the equipment set forth on the applicable Location(s) Agreement is located as to all matters and disputes arising out of this that Location(s) Agreement.

22.7 The liability of the Service Provider under this Agreement shall not exceed the value of the Services remaining on the then current and unexpired term of the applicable Location(s) Agreement.

22.8 This Agreement supersedes all prior oral or written agreement between the Service Provider and the Purchaser and constitutes the entire agreement between the parties with respect to the services and work performed hereunder.

23 NOTICES:

Every notice or other communication to be given by either party to the other with respect to this Agreement(s), shall be given by personal delivery, by facsimile or by United States registered or certified

mail postage prepaid, return receipt requested, addressed as hereinafter provided. Except as otherwise specified herein, the time period in which a response to any notice or other communication must be made, if any, shall commence to run on the earliest to occur of (a) if by personal delivery, the date of receipt, or attempted delivery, if such communication is refused; (b) if given by telecopy, the date on which such telecopy is transmitted and confirmation of delivery, or attempted delivery, thereof is received; and (c) if sent by mail (as aforesaid), the date of receipt or delivery is refused. Until further notice, notices and other communications under this Agreement shall be addressed to the parties at:

FILL IN THE CONTACT INFORMATION FOR USA OPERATIONS FOR PURCHASER HERE

ThyssenKrupp Elevator Corporation
114 Town Park Drive NW, Suite 300
Kennesaw, GA 30144
Attn: International Account Contract Administrator
FILL IN FAX NUMBER

This Agreement has been prepared in duplicate, of which each party has received a copy.
Certified Proposal Number:

ACCEPTED:

PURCHASING COMPANY NAME	THYSSENKRUPP ELEVATOR CORP.
BY: _____ Signature of Authorized Individual	BY: _____
TITLE: _____	TITLE: Branch Account Executive
DATE: _____	DATE: _____
	THYSSENKRUPP CORP.APPROVAL:
	BY: _____
	TITLE: National Accounts Executive
	DATE: _____

Exhibit "A"
Property list/Location
Contract Type and Price

Current Price Per Unit $275.75 on Platinum Premier Contract

1. Intracoastal Park Pavilion one (1) unit
   2240 N. Federal Hwy

2. Wilson Park one (1) unit
   225 NW 13th Avenue

3. Boynton Beach Library one (1) unit
   115 N Federal Hwy

4. Boynton Beach Fire Rescue one (1) unit
   2080 High Ridge Road

5. 1913 Schoolhouse Museum one (1) unit
   141 E Ocean Drive

6. West Water Plant one (1) unit
   5469 W Boynton Beach

7. Boynton Beach Operations one (1) unit
   124 E Woolbright Rd

Total monthly $1,930.25

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

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

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

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

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

D Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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

JUDY PYLE, CITY CLERK
3301 QUANTUM BLVD., SUITE 101 BOYNTON
BEACH, FLORIDA, 33426
561-742-6061
PYLEJ@BBFL.US

SCRUTINIZED COMPANIES -- 287.135 AND 215.473

By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor 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

ThyssenKrupp Elevator Corporation

June 25th 2015

Mr. Robert Zingelmann
TCPN
7145 West Tidwell Rd
Houston, TX 77092

SUBJECT: REQUEST FOR PROPOSAL – Solicitation # 15-08 Elevator Equipment, Service, Repair and Related Services

Mr. Zingelmann,

ThyssenKrupp would like to thank you for the opportunity to continue business with TCPN. We have attached all the required information requested through Solicitation #15-08 Elevator Equipment, Service, Repair and Related Services. We will not be submitting a proposal for Airport Bridge Maintenance and Baggage Handling Systems.

ThyssenKrupp is a global leader in providing elevator services including service and repair of all types and all manufacturers of elevators. Each program is personalized to address preventative maintenance, parts repair and replacement, quality assurance, service requests and value added services according to your needs.

With well over a combined 150 years of technical experience, our technicians are well equipped to deliver maintenance and repair services to protect your investment, provide reliable elevator operation, maximize the longevity of your equipment and further enhance the high level of quality service expected by the staff and general public visiting these facilities.

We trust that we have provided you with an informative presentation for the elevator maintenance agreement; however, if you have any questions, please feel free to contact Jeff Jaudes at 972-365-6128.

Sincerely,

Jeff Jaudes
National Accounts Manager

Jamie Blackman
National Accounts Coordinator

ThyssenKrupp Elevator Corporation
114 Town Park Drive, Suite 300
Kennesaw, GA 30144
Telephone: 770.799.0400
Fax: 866 785.5571
Internet: www.thyssenkruppelevator.com

RFP 15-08 for Elevator Equipment, Service, Repair and Related Services Master Index:

- Cover Letter
- Master Index
- Entire RFP Document
- Tab 1 – Entire Vendor Contract and Signature Form – General Terms and Conditions Acceptance Form (Appendix D)
    - Appendix A – Vendor Contract and Signature Form
    - Appendix D – General Terms and Conditions
    - Facility Solutions Special Terms and Conditions Form Signed
- Tab 2 – Questionnaire (Appendix E)
- Tab 3 – Company Profile (Appendix F, excluding References section)
    - Attachment 1-A Question #5
    - Attachment 1-B Question #6
    - Attachment 1-C Question #7
    - Attachment 1-D Question #16
    - Attachment 1-E Question #31
- Tab 4 – Product / Services (Appendix B)
    - Appendix B-1 Equipment Manufacturer and Model Not Supported by ThyssenKrupp Elevator
- Tab 5 – References (Appendix F)
- Tab 6 – Pricing (Appendix C)
    - Gold Level Service TCPN Elevator Maintenance Pricing 2015- 2016 (Pages 4- 7)
    - Gold Level Service TCPN Escalator Maintenance Pricing 2015-2016 (Pages 8-10)
    - Sample TCPN Repair Estimator (Page 11)
    - Attachment C-1 TCPN 2015-2016 Hourly Billing Rates (Pages 12-14)
- Tab 7 – Value Add (Appendix G)
    - Value Add #1 – New Installation (Sample Documents & Brochures)
    - Value Add #2 – Modernization (Sample Documents & Brochures)
    - Value Add #3 – Eco and Energy Saving Upgrades (Sample Documents and Brochures)
    - Value Add #4 – Telephone Monitoring (Sample Brochure)
- Tab 8 – Required Documents
    - Additional Required Documents (Appendix H)
    - Acknowledgement & Acceptance of Region 4 ESC Open Records Policy (Page 4)
- Tab 9 – Miscellaneous
    - TCPN National Vertical Transportation Equipment Agreement Sample
    - Repair Order Sample
    - TKPlan Brochure
    - National Accounts Brochure
    - Engineering Confidence Through Service Brochure

APPENDIX A

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of _____, by and between ThyssenKrupp Elevator Corporation *("Vendor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of* Elevator Equipment, Service, Repair and Related Service *("the products and services").*

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Purchasing procedure**:

- Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per TCPN Contract."
- Vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

1.5 **Customer Support**: The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

2.1 Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contact whether renewed or not.

2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

3.1. **Scope**: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred.

3.2. **Compliance**: Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.

3.3. **Offeror's Promise**: Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

4.1. **Offeror Contract Documents**: Region 4 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.

4.2. **Form of Contract**: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3. **Entire Agreement (Parol evidence)**: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4.4. **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).

4.5. **Novation**: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

4.6. **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.

4.7. **Order of Precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

- Special terms and conditions
- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8 **Supplemental Agreements**: The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.

4.9 **Adding authorized distributors/dealers**: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

5.1. **Cancellation for Non-Performance or Contractor Deficiency**: Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the contract;
ii. Providing work and/or material that was not awarded under the contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
vi. Performing work or providing services under the contract prior to receiving a Region 4 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for Cause**: If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service Failures**: Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **Force Majeure**: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests;

restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

5.5 **Standard Cancellation**: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

7.1 **Delivery**: Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance**: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

8.1 **Payments**: The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.2 **Invoices**: The awarded vendor shall submit invoices to the participating entity clearly stating *"Per TCPN Contract"*. The shipment tracking number or pertinent information for verification shall be made available upon request.

8.3 **Tax Exempt Status**: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

8.4 **Reporting**: The awarded vendor shall electronically provide TCPN with a detailed monthly report showing the dollar volume of all sales under the contract for the previous month. Reports shall be sent via e-mail to TCPN offices at reporting@tcpn.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating Members and submit one (1) report. The report shall include at least the following information listed below:

- Vendor Name
- TCPN Contract Number
- Reporting Period/Year
- Entity Name
- Entity Address (Including Street, City, State & Zip)
- Entity Purchase Order Number (Individual Purchase Order Numbers)
- Purchase Order Date
- Gross Sale Amount
- Administrative Fee (Based on Gross Sale Amount)
- If there are no sales to report, Vendor is still required to communicate that information via email

ARTICLE 9- PRICING

9.1 **Best price guarantee**: The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.

9.2 **Price increase**: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges**: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved

the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage**: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees to TCPN of **four percent (4%)**. (Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

ARTICLE 10- PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

11.1 **Current products**: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 **Discontinued products**: If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3 **New products/Services**: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount

similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

11.5 **Product line**: Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.

11.6 **Warranty conditions**: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

12.2 **Preparation**: Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

12.3 **Registered sex offender restrictions**: For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

12.4 **Safety measures**: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

12.5 **Smoking**: Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials**: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed

reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

13.1 **Funding Out Clause**: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract."

13.2 **Disclosures**: Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

13.3 **Indemnity**: The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

13.4 **Franchise Tax**: The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

13.5 **Marketing**: Awarded vendor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from Region 4 ESC.

13.6 **Certificates of Insurance**: Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

13.7 **Legal Obligations**: It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

13.8 **Open Records Policy**: Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledge and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	ThyssenKrupp Elevator
Address	114 Town Park Dr Suite 300
City/State/Zip	Kennesaw, GA 30144
Telephone No.	972-365-6128
Fax No.	866-385-5571
Email address	Jeff.Jaudes@thyssenkrupp.com
Printed name	Jeff Jaudes
Position with company	National Account Manager
Authorized signature	

Accepted by The Cooperative Purchasing Network:

Term of contract October 1, 2015 **to** September 30, 2016

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

Region 4 ESC Authorized Board Member — Date: 8/25/15

Print Name: Rita Drabek

Region 4 ESC Authorized Board Member — Date: 8/25/15

Print Name: Faye B. Bryant

TCPN Contract Number R150801

Appendix D:

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☐ We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☒ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

19/162: (5.4) We would like to add the following to this section "Under no circumstances shall either party be liable for consequential damages"

Proposal # _____

Dear Valued TCPN Member/User:

Thank you for your consideration in accessing and potentially using a TCPN-awarded contract. As you are aware, we take each and every awarded vendor through a very transparent and competitive process. Nonetheless, we continue to look for methods to better serve our customers. Most recently, we have implemented a new proposal registration program to provide consistency and faster service for our members. The process will require Facility Contract holders to register and receive a Certified TCPN Proposal Number that must be prominently displayed on each proposal(s) that you receive. This new system will track Facility transactions from the initial proposal stage to the completion of each project. TCPN has assembled an experienced Facilities Management Team that stands ready and willing to assist its vendors in providing quality services to your organization. We support and encourage you to call our TCPN Team to verify the Certified TCPN Proposal Number and ask further questions. Failure to receive the Certified TCPN Proposal Number can result in potential delays to your services. Please see our website at www.tcpn.org to contact our team members in serving your needs.

Thank you for your potential business and remember to only accept proposals with a Certified TCPN Proposal Number.

Sincerely,

The TCPN Facilities Management Team

TCPN®
The Cooperative Purchasing Network

TCPN Certified Proposal Number Process

Fill out the form on the Facilities page at www.TCPN.org

(Direct link is http://www.tcpn.org/Pages/Facilities.aspx)

***Click on TCPN Logo in center of page and a form will pop up.**
*** Fill out and submit.**

- All proposal numbers requests must be submitted *and* a proposal number received *before* you present it to your potential customer.
- You will have a response with a Certified TCPN Proposal Number within 24 hours.
- If you have an emergency and need a proposal number sooner, call any member of the Facility Management team and we will help you.
- Include the proposal number and TCPN Official Contract Holder seal of approval on all proposals. Feel free to use the attached form for your convenience.

FACILITY SOLUTIONS SPECIAL TERMS & CONDITIONS
VENDOR ACCEPTANCE FORM

This document acknowledges that you have received and agree to the details, directions and expectations of the Certified TCPN Proposal Number process.

Date: 06/05/2015

RFP Number: 15-08

Company Name: ThyssenKrupp Elevator

Printed Name: Jeff Jaudes

Signature:

TCPN®
The Cooperative Purchasing Network

Vendor Orientation

Respondent companies must commit to attending a vendor orientation meeting at TCPN's offices should they be awarded a contract with Region 4 ESC through this RFP. Vendor orientation meetings are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

Respondents should indicate below who the participants will be for the vendor orientation. TCPN highly recommends that the individuals who will handle contract management, reporting and accounting, and marketing all come to the orientation meeting.

Vendor orientations for this RFP will be held between September 8 - 25, 2015.

Please provide information on who should be contacted for scheduling **if awarded**:

ThyssenKrupp Elevator
Vendor

Jeff Jaudes
Point of Contact

National Account Manager
Title

972-365-6128
Phone Number

Jeff.Jaudes@thyssenkrupp.com
Email Address

Signature: _____ Date: 6/25/15

Appendix E:

QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. **States Covered**
   Offeror must indicate any and all states where products and services can be offered.
   Please indicate the price co-efficient for each state if it varies.

   ☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

   ☒ **All U.S.**

☐ Alabama	☐ Montana
☐ Alaska	☐ Nebraska
☐ Arizona	☐ Nevada
☐ Arkansas	☐ New Hampshire
☐ California	☐ New Jersey
☐ Colorado	☐ New Mexico
☐ Connecticut	☐ New York
☐ Delaware	☐ North Carolina
☐ District of Columbia	☐ North Dakota
☐ Florida	☐ Ohio
☐ Georgia	☐ Oklahoma
☐ Hawaii	☐ Oregon
☐ Idaho	☐ Pennsylvania
☐ Illinois	☐ Rhode Island
☐ Indiana	☐ South Carolina
☐ Iowa	☐ South Dakota
☐ Kansas	☐ Tennessee
☐ Kentucky	☐ Texas
☐ Louisiana	☐ Utah
☐ Maine	☐ Vermont
☐ Maryland	☐ Virginia
☐ Massachusetts	☐ Washington
☐ Michigan	☐ West Virginia
☐ Minnesota	☐ Wisconsin
☐ Mississippi	☐ Wyoming
☐ Missouri	

Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

☐ American Samoa	☐ Northern Marina Islands
☐ Federated States of Micronesia	☒ Puerto Rico
☐ Guam	☐ U.S. Virgin Islands
☐ Midway Islands	

2. **Diversity Programs**
   - Do you currently have a diversity program or any diversity partners that you do business with? ☐ Yes ☒ No
   - If the answer is yes, do you plan to offer your program or partnership through through TCPN ☐ Yes ☒ No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?
  [x] Yes [ ] No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. Diverse Vendor Certification Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. **Minority Women Business Enterprise**
Respondent certifies that this firm is an MWBE [ ] Yes [X] No
List certifying agency: _____

b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**
Respondent certifies that this firm is a SBE or DBE [ ] Yes [X] No
List certifying agency: _____

c. **Disabled Veterans Business Enterprise (DVBE)**
Respondent certifies that this firm is a DVBE [ ] Yes [X] No
List certifying agency: _____

d. **Historically Underutilized Businesses (HUB)**
Respondent certifies that this firm is a HUB [ ] Yes [X] No
List certifying agency: _____

e. **Historically Underutilized Business Zone Enterprise (HUBZone)**
Respondent certifies that this firm is a HUBZone [ ] Yes [X] No
List certifying agency: _____

f. **Other**
Respondent certifies that this firm is a recognized diversity certificate holder [ ] Yes [X] No
List certifying agency: _____

4. Residency

Responding Company's principal place of business is in the city of Kennesaw State of GA

5. Felony Conviction Notice

Please check applicable box:

- [x] A publicly held corporation; therefore, this reporting requirement is not applicable.
- [ ] Is not owned or operated by anyone who has been convicted of a felony.
- [ ] Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the 3rd box is checked a detailed explanation of the names and convictions must be attached.

6. Processing Information

Company contact for:

Contract Management

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: GA Zip: _____

Phone: _____ Fax: _____

Email: _____

Billing & Reporting/Accounts Payable

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Marketing

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

7. **Distribution Channel:** Which best describes your company's position in the distribution channel:

[x] Manufacturer direct	[ ] Certified education/government reseller
[ ] Authorized distributor	[ ] Manufacturer marketing through reseller
[ ] Value-added reseller	[ ] Other _____

8. **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. [x]Yes [ ]No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

- Pricing submitted includes the required administrative fee. [x]Yes [ ]No

  (Fee calculated based on invoice price to customer)

- Additional discounts for purchase of a guaranteed quantity? [ ]Yes [x]No

9. **Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
NJPA		11/14/15	

Appendix F:

COMPANY PROFILE

Please provide answers to the following questions in a clear and concise manner. Provide the question number in your response:

1. Company's official registered name.

   ThyssenKrupp Elevator Corporation

2. Brief history of your company, including the year it was established.

   ThyssenKrupp Elevator is a US $1.7 billion dollar company that manufactures, installs and services a wide variety of passenger and freight needs. Headquartered in Atlanta, Georgia, ThyssenKrupp Elevator Corporation provides a full range of elevators, lifts and escalators for all types of passenger and freight applications. Complete elevator systems, including all major components, are manufactured at our plants in Tennessee, Mississippi, Toronto and New York City. ThyssenKrupp Elevator is represented by over 135 branches and 250 local representatives in the United States and Canada and employs over 10,000 manufacturing, installation, service, repair, sales and management professionals. Most impressive is the fact that we individually service nearly 240,000 elevators, escalators and lifts in North America, over 50,000 of which were manufactured and installed by other companies.

   ThyssenKrupp Elevator's ultimate parent is ThyssenKrupp AG, a large German corporation headquartered in Düsseldorf. ThyssenKrupp AG's predecessor, Thyssen AG entered the North American vertical transportation market in the 1980's, and was growing its business, when it acquired Dover Elevator Company in July 1999. Dover was well established in the U.S. market, and the merger of these two companies created the largest vertical transportation company in North America. Thyssen and Dover Elevator joined forces as ThyssenKrupp Elevator with one purpose: to exceed customer expectations with a powerful combination of products, services and technology.

3. Company's Dun & Bradstreet (D&B) number.

   01-956-3621

4. Corporate office location.

   ThyssenKrupp Elevator
   114 Town Park Dr. Suite 300
   Kennesaw, GA 30144

5. List the total number of sales persons employed by your organization within the United States, broken down by market. *** Please see attachment 1-A***

   - East Region: 218
   - West Region: 148
   - Central Region: 174

6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

Please see attachment 1-B for list of office locations and key contacts.

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

8. Define your standard terms of payment.

- Service: Typically, we will bill monthly or quarterly in advance. Payment is expected NET 30.
- Repair: 50% upon award, 50% upon completion of the work.
- Construction: Progressively in line with percentage of completion. 10% retainage.
- However, with advanced notice we can accommodate most any billing and collection terms

9. Who is your competition in the marketplace?

Kone, Otis, Schindler

10. Overall annual sales for last three (3) years; 2012, 2013, 2014.

Propriety Information, cannot share with outside sources.

11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2012, 2013, 2014.

Propriety Information, cannot share with outside sources.

12. What is your strategy to increase market share?

ThyssenKrupp Elevator's mission statement is to provide comprehensive, high quality, and competitively priced vertical transportation equipment and service to all our customers. We accomplish this through continuous identification of needs and expectations, effective planning,

skilled employees and cutting edge technology consistent with business plan objectives. As well as an aggressive marketing campaign to build partners in our industry.

13. What differentiates your company from competitors?

At ThyssenKrupp Elevator, our goal is to achieve a partnership with our customers that permit us to meet their vertical transportation needs now and in the future. Our aim is to make a direct contribution to our customer's success. We are committed to the continual improvement of our service business and endeavor to maintain our position as the peerless leader in our industry

14. What is the reputation of your company and your company's products and services in the marketplace?

Competence and diversity, global reach and tradition form the basis of our worldwide market leadership. We create value for customers, employees and shareholders. We are customer-focused. We develop innovative products and services that create sustainable infrastructures and promote efficient use of resources. We engage as entrepreneurs with confidence, a passion to perform and courage, aiming to be best in class. This is based on the dedication and performance of every team member. Employee development is especially important. Employee health and workplace safety have top priority. We serve the interests of the group. Our interactions are based on transparency and mutual respect. Integrity, credibility, reliability and consistency define everything we do. Compliance is a must. We are a responsible corporate citizen.

International Technical Services is a key component to our ability to maintain our competitor manufactured equipment. In addition to providing engineering support, training and technical publications, ITS provides repair and diagnostic testing of circuit boards. In addition they provide and develop the diagnostic tools to trouble shoot microprocessor controllers. This is a key advantage of ThyssenKrupp Elevator, we are nearly self-contained when it comes to microprocessor boards.

ThyssenKrupp Elevator utilizes GPS within our Technician's mobile devices so that we can route the closest technician to service calls in effort to reduce downtime. We continually look for ways to better serve and communicate with our customers. As we find more ways to improve our service through mobile technology ThyssenKrupp Elevator is always communicating these new enhancements to our customers.

With over 34% of the new installation market, ThyssenKrupp Elevators product line as earned one of the highest reputation for consistency and continuous operation in the Americas.

15. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.

ThyssenKrupp Elevator has on our public web site: http://www.thyssenkruppelevator.com/ a complete list of products and services offered. Also complete architectural drawings and engineered specifications for all elevator, escalators and moving walks manufactured and installed by ThyssenKrupp Elevator. Final purchases are performed personally with the customer and the local office level.

16. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

ThyssenKrupp Elevator's North American Division is separated into three regions, consisting over 6,000 employees working directly at our branch and regional offices. These locations are as listed below. See Attachment 1-D for the listing of over 135 offices across the US. Our local customer service is supported by our call center, TK Communications which is operational 24/7 if the local branch is not available.

- East Region: 3013 Employees
- West Region: 1809 Employees
- Central Region: 2135 Employees

17. What is the capability of your company to respond to emergency/rush orders?

- Emergency Service Calls involving entrapments are responded to immediately, our goal is to be onsite within 1 hour or less of notification.
- Normal Service Calls: Our technicians' goal is to arrive within 2 hours of notification.
- In remote areas where driving time is significant, response may be longer.

18. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

Notwithstanding, ThyssenKrupp Elevator Corporation is a $2.2 billion company. Lawsuits do occur and exist; however, TKEC has adequate risk management, legal and insurance safeguards in place to protect itself and its customers when required. ThyssenKrupp Elevator has not been involved in bankruptcy or reorganization.

Marketing / Sales

19. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:

a. A co-branded press release within first 30 days
b. Announcement of award through any applicable social media sites:
c. Direct mail campaigns
d. Co-branded collateral pieces
e. Advertisement of contract in regional or national publications
f. Participation in trade shows
g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
    i. TCPN and Region 4 ESC Logo
    ii. Link to TCPN and Region 4 ESC website
    iii. Summary of contract and services offered
    iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

Within the first 90 days of the award ThyssenKrupp will:

- On our internal website we will post a link to all required documents and forms to sell these services to the membership
- On our social media site we will post a link to the TCPN and Region 4 ESC website
- Continued participation in trade shows within our industry posting placards stating that we are a supplier for TCPN and Region 4 ESC
- Additionally, local meetings with BOMA and facilities management companies.

20. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

When given access to a TCPN member or potential member, we will supply the member with comparison TCPN pricing versus market pricing for that area, also we will be clear in educating the member of the advantages to operating with a volume GPO organization.

21. Explain how your company plans to market this agreement to existing government customers.

As contracts are nearing the term date we will approach the customer with opportunities in working with a TCPN provider for continued services. We will be monitoring local city and state websites for contracts that will soon be requesting bids for services and notify them that we are a TCPN supplier. For those government agencies that are not currently using TCPN we will offer these services and associated pricing.

22. Provide a detailed 90-day plan describing how the contract will be implemented within your firm.

30 Days:

- Notify the Sales Associates Local, District and Regional of the Award.

60 Days:

- Hold a TKE internal kick off conference call / Webinar
- Supply all necessary resources (Membership Roster, New Contract, Pricing Matrix etc.)
- Train TKE employees on procedure

90 Days:

- Schedule a TKE conference call with all branch Sales Managers to get an update on the progress of this program.
- Regional Sales meeting to discuss process and continued implementation

23. Describe how you intend on train your national sales force on the Region 4 ESC agreement.

Thirty days after the first notification of award, region and district sales managers will have a meeting regarding setup of the TCPN agreement. National Accounts will also provide a "TCPN Package" to all of our Local, District and Regional Sales Employees. This package will include instructions on the program including; new contract, pricing matrix, the current membership roster and a billing setup letter including the names and phone numbers for Jeff Jaudes and Jamie Blackman if they were to have any additional questions.

24. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Yes

25. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

$4 Million in year one
$4.2 Million in year two
$5 Million in year three

Administration

26. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s)

ThyssenKrupp Elevator does business with multiple cooperative purchasing companies such as, NJPA, Novation, Premier, MedAssets and Healthtrust. There are over 40,000 units attached to these cooperative organizations both government and commercial that ThyssenKrupp maintains. As a point of corporate policy we are unable to supply you any contact or contract information for these customers.

27. Describe the capacity of your company to report monthly sales through this agreement.

ThyssenKrupp has been reporting monthly sales for the last 10 years for TCPN. We have a dedicated person for TCPN requirements. Deborah Heard in our National Accounts Accounting department has already established a relationship with TCPN and is educated in all the requirements needed for your monthly report.

28. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

ThyssenKrupp has a full team in place for management reports, time and attendance reports and has over 580,000 customers they maintain consolidated billing for. We are prepared for any reporting or billing requests TCPN members may have.

29. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

ThyssenKrupp recommends a Capital Planner be provided to TCPN members. The Capital Planner is a guideline to help you plan for the near future and improvements that will drastically affect your elevator's performance, reliability, energy contributions, and operating costs of the equipment.

What is our Capital Planner Process?

- Initial client interview to determine specific needs & timelines
- Nationally coordinated in-depth surveys of entire portfolio
- Consolidated recommendations are prepared and presented
- Work with client to determine short & long term prioritization
- Review on a quarterly or annual basis

A Capital Planner focuses primarily on upgrades directly related to:

- Safety Items
- Code Requirements
- Performance Levels
- Obsolete Equipment / Mod
- Aesthetic Enhancements

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

30. Please provide your company's environmental policy and/or green initiative.

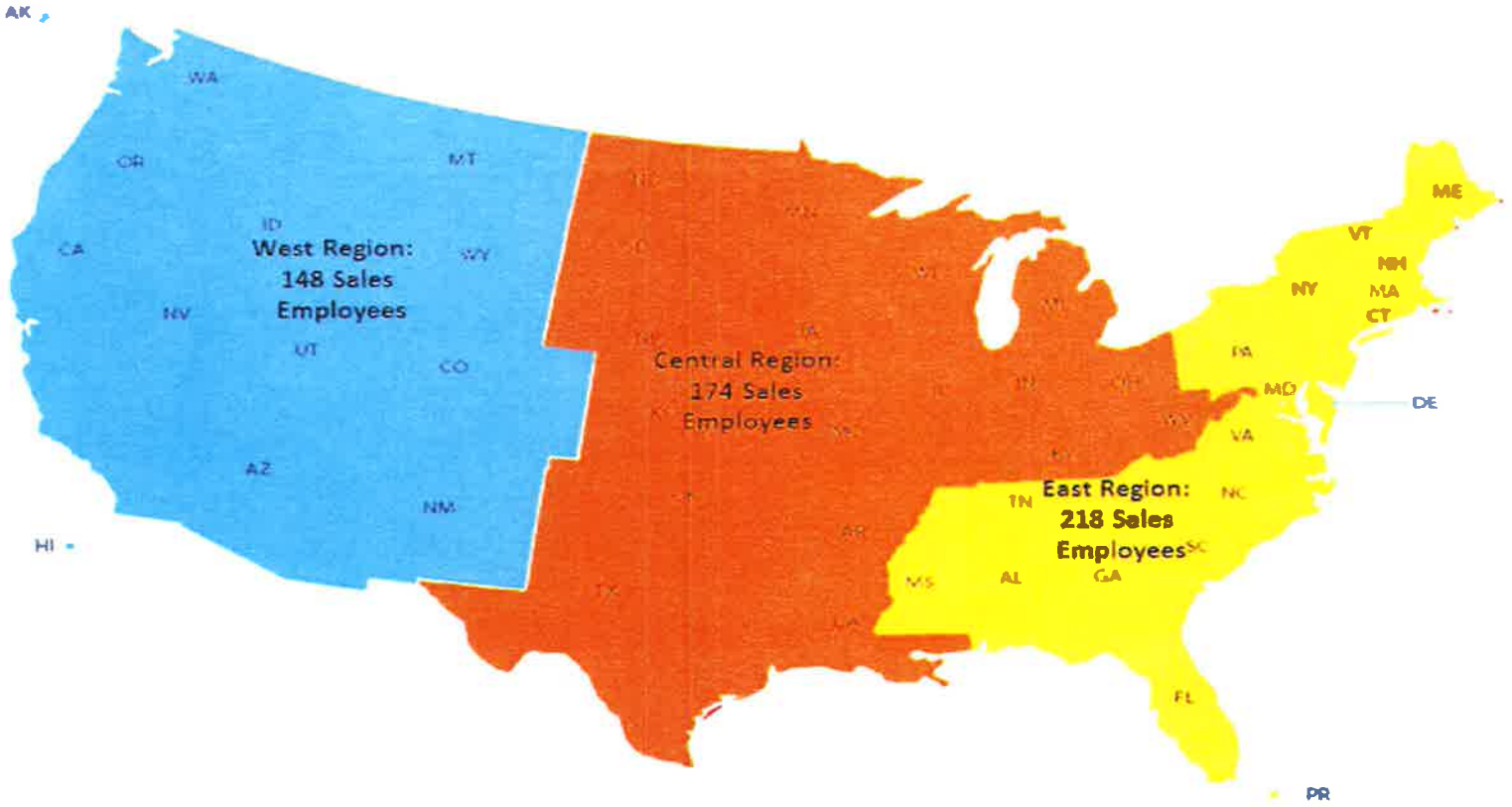
Sustainability is embedded in the strategies, policies and business practices of ThyssenKrupp Elevator Americas. We strive to create a culture that fosters greener solutions for every aspect of our business, from daily operations to the materials we use in our products. By implementing the right actions today, we are making a better world for tomorrow.

- Green Rating Systems and LEED - Our commitment to green building is companywide. We are a corporate-level member of the US Green Building Council and a Visionary Sponsor of the Living Building Challenge
- Material Transparency - We are at the forefront of the building industry – pioneering a new vision of manufacturing product transparency.
- Products and Services - From elevator fluids to lighting, our products and services are designed with the environment in mind.
- Corporate Citizenship - Looking out for our people and our communities is just as important to us as building premium products.

Vendor Certifications (if applicable)

31. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Each branch location has the local and state license and certifications required to service and install elevators, escalators, moving walks, and related equipment in their respective jurisdiction. ThyssenKrupp Elevator Corporation is large corporation, non-tax exempt and cannot be considered a small business. ***Please see attachment 1-E***



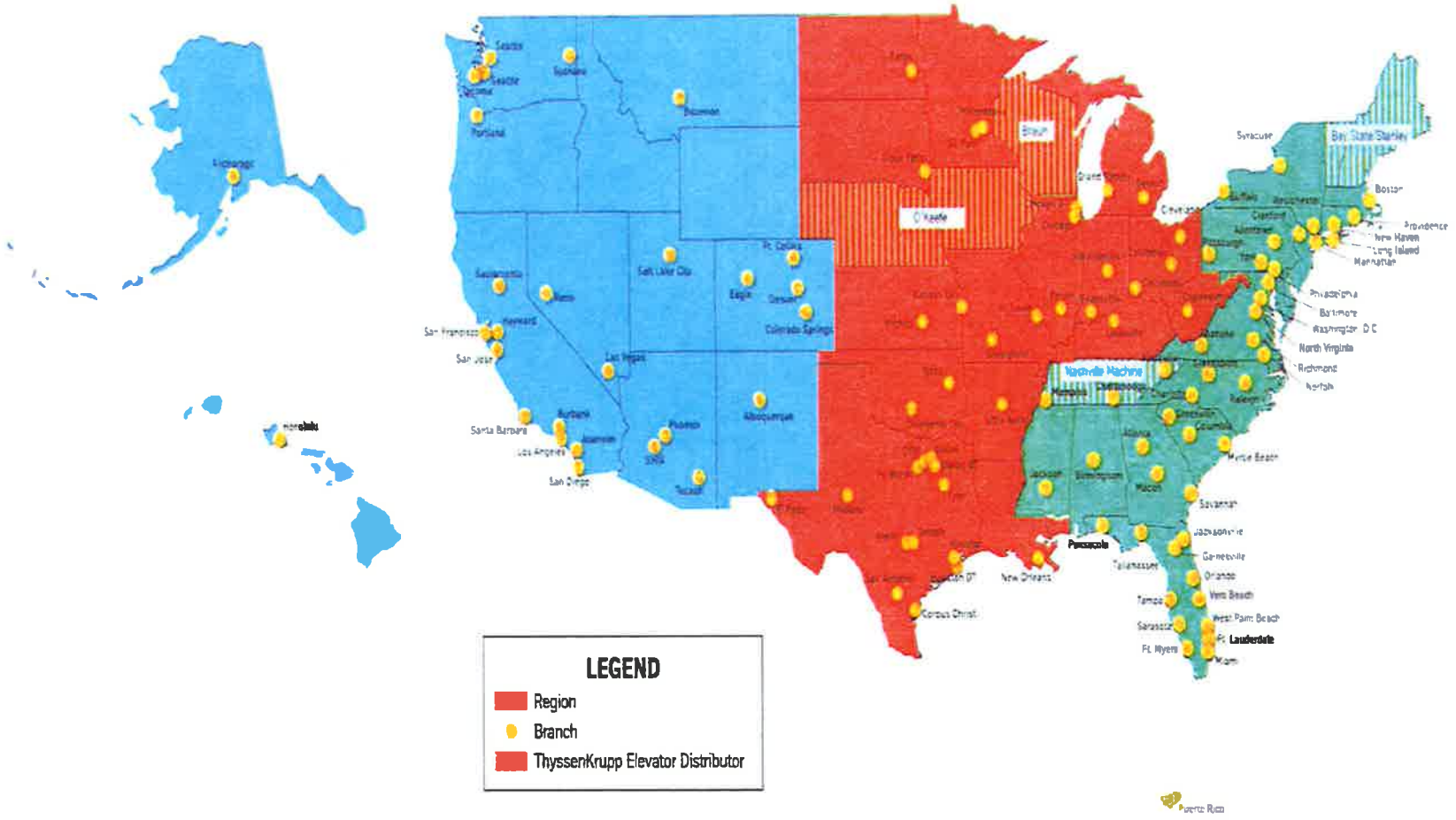
East Region

Central Region

West Region

1-A Question #5

1-D Question #16



1-E Question #31

STATE	LICENSE NUMBER	LICENSE
Alabama	15487	Contractor
Alabama	AL569EL	Elevator Contractor - Dept of Labor
Alaska	27247	Contractor
Alaska	285882	Business
Arizona	154569 Class K-12	Contractor
Arkansas	0022880113	Contractor
California	651371	Contractor
Colorado	08-000039	Contractor -Conveyance
Delaware	1989039164	Business
Florida - Miami Branch	ELC028	Business
Florida - Brandenton Branch	ELC024	Business
Florida - Fort Meyers Branch	ELC072	Business
Florida - Gainesville Branch	ELC085	Business
Florida - Jacksonville Branch	ELC073	Business
Florida - Orlando Branch	ELC029	Business
Florida - Pensacola Branch	ELC091	Business
Florida - Pompano Beach Branch	ELC016	Business
Florida - Riviera Beach Branch	ELC030	Business
Florida - Tallahassee Branch	ELC031	Business
Florida - Tampa Branch	ELC032	Business
Florida - Vero Beach	ELC027	Business
Georgia	E-012	Certificate of Authorization
Hawaii	C-16767	Contractor
Idaho	PWC-C-10975-AAA-4	Contractor - Pulic Works
Illinois	IL02896	Contractor
Louisiana	7475	Contractor
Maryland	2930034	Business
Minnesota	CE000106	Contractor
Mississippi	01164-SC	Contractor
Montana	11147	Contractor
Nevada	0005184A	Contractor
Nevada	NV19841018200	Business
Nevada	SBPC-10-09-20-0159	Public Works
New Jersey	605184	Contractor
New Mexico	31119	Contractor
New Mexico	0188692011609	Public Works
North Dakota	29454 Class A	Contractor
Oregon	142459	Contractor
Tennessee	00006597	Contractor
Texas	20009	Contractor
Utah	227231-5501	Contractor
Virginia	2701002487	Contractor
Washington (Kirkland) - Elevator Contractor	THYSSEC990OT	Contractor - Elevator
Washington (Bellevue) - Elevator Contractor	THYSSEC965M1	Contractor - Elevator
Washington (Portland) - Construction Contractor	THYSSEC9616M	Contractor - Construction
Washington (Portland) - Elevator Contractor	THYSSEC968QB	Contractor - Elevator
Washington (Spokane) - Construction Contractor	THYSSEC965OM	Contractor - Construction
Washington (Spokane) - Elevator Contractor	THYSSS*960PZ	Contractor - Elevator
Washington (University Place) - Construction Contractor	THYSSEC961OM	Contractor - Construction
Washington (University Place) - Elevator Contractor	THYSSUP965PZ	Contractor - Elevator
West Virginia	WV000525	Contractor
Wisconsin	1097728	Contractor
Wyoming	LM-E-4	Contractor

Appendix B:

PRODUCT / SERVICES SPECIFICATIONS

The intent of this RFP is to award contracts for national elevator products and services. Region 4 ESC intends to issue a future RFP for regional elevator service. Region 4 ESC is seeking to award the least number of suppliers of these services necessary to fulfill its own needs and the needs of the TCPN membership.

I. **Responding to the Baggage Handling System and Passenger Loading Bridge Section and/or Escalator, or Moving Walkway portion of this RFP is not necessary, in order to be considered for this RFP.**

Respondents are requested to provide detailed description of your service offerings. Provide sufficient information for each service category as listed on the following classifications of service. Each service shall meet the following minimum requirements:

II. The Services shall meet ASME Code A 17.1-2007/CSA B44-07, ASME Code A 17.3-2002, ASME Code A 18.1-2005, and ASCE Code 21 as required by the Texas Department of Licensing and Regulation or equivalent for the state(s) of respondent(s)' territory and any additional relevant codes and regulations.

III. Section 8.6 of the ASME Code A17.1 specifically addresses the requirements for a comprehensive maintenance program. Respondent shall ensure that the Facility is in compliance with these requirements and any additional relevant codes and regulations.

IV. Every time a technician is on-site a check in with Approved Facilities Personnel shall be done. When work is completed and the technician is leaving, they will check back out with Approved Facilities Personnel. The technician shall fill out the Elevator Maintenance Checklist to document the services provided.

V. Describe and provide timelines of review meeting(s) between Responder(s) and Approved Facilities representatives.

VI. Provide and deliver all inspection reports in compliance with State law to Approved Facilities representatives to ensure Facilities compliance with this requirement,

VII. In general all elevator components shall be cleaned, lubricated, adjusted, and items worn or broken shall be repaired or replaced. Any replacement shall be at no additional charge to the Facility unless it has been approved in advance by the facility.

VIII. Respondent(s) shall be responsible for applicable code and safety tests. Records of the tests and callbacks shall be kept current by the responsible party.

IX. Respondent(s) should be compliant with environmental regulations, and firefighter's emergency operations monthly operation, including documentation.

General Maintenance Contracts

- A written maintenance control plan
- Use of trained personnel
- Disposal of hazardous materials
- How the maintenance plan is executed
- Include a quality control program

Elevator Maintenance Services

- Annual governor and safety tests on traction elevators
- Annual relief pressure tests on hydraulic elevators
- General Monthly or Quarterly Services

- Onsite inspections
- Data tags and code information
- List Exclusions (e.g.; Cab enclosure finishes, repairs, or replacement, Damage to hoistway door panels, door frames, and door sills, floor coverings inside the elevator cabs, Smoke and fire sensors, Air conditioning units, Buried or underground piping of any type or kind including, but not limited to, underground oil/feed line(s), hydraulic cylinders, pistons, and PVC or other cylinder lining(s) and others)

Controller Equipment Monthly or Quarterly Services

- Maintenance and service of components
- Onsite inspections of other incidental electronic or mechanical components and wiring
- Onsite inspections of filters and cooling fans
- Onsite inspections controller doors, covers, guards, and labels
- Verify proper grounding with electric meter;
- Recording unit run counter, if applicable, and your reporting function
- List Exclusions (e.g.; Cab enclosure finishes, repairs, or replacement, Damage to hoistway door panels, door frames, and door sills, floor coverings inside the elevator cabs, Smoke and fire sensors, Air conditioning units, Buried or underground piping of any type or kind including, but not limited to, underground oil/feed line(s), hydraulic cylinders, pistons, and PVC or other cylinder lining(s) and others)

Pump Unit and Motor Monthly or Quarterly Services

- Maintain and service of components (e.g.; power unit, pump motor, valves, pump, belt and others)
- Onsite inspections of other incidental electronic or mechanical components and wiring
- Monitoring oil levels
- Cleaning of components
- Your reporting capabilities and reporting timelines (e.g.; weekly, monthly, quarterly or other)
- List Exclusions (e.g.; Cab enclosure finishes, repairs, or replacement, Damage to hoistway door panels, door frames, and door sills, floor coverings inside the elevator cabs, Smoke and fire sensors, Air conditioning units, Buried or underground piping of any type or kind including, but not limited to, underground oil/feed line(s), hydraulic cylinders, pistons, and PVC or other cylinder lining(s) and others)

Elevator Cab and Hoistway Door Equipment Monitor Quarterly Services

- Maintain and service the following components (e.g.; door motors, Electronic boards, contacts, rollers, pick-ups and relating devices, bearings, sheaves, door arms, bushings, wiring and related electronic components, door restrictors and others)
- Verify speed and torque levels of door operation as required by Category 1 periodic test
- Verify proper grounding with electrical meter
- Check hoistway door gibes and vision panels
- Test and confirm door locks, verify an open lock would prevent movement as required by code
- List Exclusions (e.g.; Cab enclosure finishes, repairs, or replacement, Damage to hoistway door panels, door frames, and door sills, floor coverings inside the elevator cabs, Smoke and fire sensors, Air conditioning units, Buried or underground piping of any type or kind including, but not limited to, underground oil/feed line(s), hydraulic cylinders, pistons, and

PVC or other cylinder lining(s) and others)

Elevator Cab Monthly or Quarterly Services

- Maintain and service components (e.g.; car top service and operation controls, check/repair alarm bells and wiring, pushbuttons, pushbutton lamps, digital and/or incandescent position indicators and lamps)
- All switches (keyed, push/pull, or toggled)
- Electrical outlets or other operational device directly related to the operation of the elevator
- Check, monitor and replace fan if necessary
- Test emergency lights and replace batteries and lights if necessary
- Fire Services Per ASME 17.1 8.6.11.1 (e.g.; All elevators provided with firefighter's emergency operation shall be subjected monthly to Phase I recall by use of the key switch, and a minimum of one-floor operation on Phase II. Findings shall be recorded and deficiencies corrected)
- List Exclusions (e.g.; Cab enclosure finishes, repairs, or replacement, Damage to hoistway door panels, door frames, and door sills, floor coverings inside the elevator cabs, Smoke and fire sensors, Air conditioning units, Buried or underground piping of any type or kind including, but not limited to, underground oil/feed line(s), hydraulic cylinders, pistons, and PVC or other cylinder lining(s) and others)

Hoistway and Pit Monthly or Quarterly Services

- Maintain and service components (e.g.; Limit switches, Leveling systems, electronic or mechanical, buffer assembly – also check for leaks, buffer switches, Hoistway wiring, piping, and related devices, Governor, governor sheave, shaft assembly, bearings, contacts and governor jaws and others)
- Examine compensation chain rope, guides or sheaves and adjust to provide proper clearance and tracking;
- Examine governor sheave and switch and adjust as required
- Examine selector tape sheave and switch and adjust as required
- Examine and check coated steel belt, shackles, sheaves and associated hardware
- Check for damage to polyurethane or exposed wires
- Check for unusual noise, heat, vibration or wear patterns
- Clean excessive debris or fluid off coated steel belts
- Examine counterweight and compensation ropes, chains and fastenings
- Check counterweight frames, guides, and sheaves
- Adjust counterweight roller guides for proper tension and rail clearance
- Replace worn guide components as needed
- Lubricate counterweight safety linkage pivot points as needed
- Hoistway entrance door sill areas beyond the entrance frame opening will be cleaned
- List Exclusions (e.g.; Cab enclosure finishes, repairs, or replacement, Damage to hoistway door panels, door frames, and door sills, floor coverings inside the elevator cabs, Smoke and fire sensors, Air conditioning units, Buried or underground piping of any type or kind including, but not limited to, underground oil/feed line(s), hydraulic cylinders, pistons, and PVC or other cylinder lining(s) and others)

PRODUCT:

Respondent shall indicate, in this section, the following:

Which manufacturers, by make and model, they are able to repair, service, or replace. List these here:

I. ELEVATOR

Please provide a summary briefing of your product/service offerings and business philosophy. Please name the brands you service as well as any exclusions you have.

ThyssenKrupp Elevator is customer focused on the needs of our clients and strive to develop a long time partnership. Here at ThyssenKrupp Elevator we say, "We Engineer Confidence." We take this statement seriously. It means our 13,500 highly trained experts work each day to build, install, maintain, and modernize elevators, escalators, and moving walks safely.

As the largest producer of elevators in the Americas with over 200 locations, you can be confident that we have the size and resources to support you, whenever and wherever you need us. Our technicians are on the road day and night, never far away from your equipment.

Products and Service are offered in many different ways at ThyssenKrupp Elevator. We have technicians in the field trained for maintenance, modernization, testing and new installation of all types of vertical transportation including elevators, escalators, material lifts and moving walks.

Please see Appendix B-1 for a list of equipment that is not supported by ThyssenKrupp Elevator.

II. AIRPORT BRIDGE MAINTENANCE AND BAGGAGE HANDLING SYSTEMS

NOTE: It is not necessary to respond to the Elevator, Escalator, or Moving Walkway portion of this RFP to submit a response to this section

This contract also includes an alternative for preventative and complete maintenance service and repairs of equipment of mechanical systems of Airport Bridges (known as Passenger Loading Systems or Bridges) and Airport Baggage handling systems. The Responder(s) shall provide:

- All management, supervision, labor, materials, supplies, and repair parts, tools, and equipment
- Plan, schedule, coordinate and ensure effective and economical completion of all work and services specified in this contract.
- These specifications are a statement of the minimum level of work and services that are to be provided under this contract.
- They are not intended to be, nor shall they be construed as, limiting specifications and measures which would be taken by a prudent building owner to maximize the life expectancy of the property.
- All mechanical, electrical, and utility systems in the building shall be operated at the highest level of efficiency compatible with any energy conservation requirements, and maintained at an acceptable level throughout the contract period. An acceptable level of maintenance is defined as the level of maintenance, which will preserve the equipment(s)' operating condition. This means keeping the equipment above the point where deterioration will begin, thereby diminishing the normal life expectancy of the equipment.
- Perform maintenance and repairs in the manner, which preserves the equipment and machinery and assures it's most economical and efficient usefulness for an indefinite period.

- The contract is designed to cover the complete Baggage Handling System and Passenger Loading Bridge Maintenance effort in a manner to ensure beneficial and continued Airport operations.
- All work required for the proposed maintenance by this contract is intended to be within the scope of work except as may be otherwise specified.

Facilities, Equipment and systems to be operated, maintained and/or services to be performed under the Contract include but are not limited to:

The Passenger Loading Bridges

- Associated ground power units
- Potable water systems
- Preconditioned air units.

The Complete Baggage Handling System

- Inbound and outbound Baggage conveyers, carousels, and associated equipment.
- Baggage Security Doors,, Passenger Loading Bridges, Generators-400HZ System, Jet Power Systems, Potable Water, Lighting, Cable Retrievers
- Ramp scrubbing option
- Special projects related to the maintenance, repair, or upgrade to these systems
- New equipment may be added to standardize with existing systems (It is the intent to take corrective action as needed to ensure that the equipment and related systems covered in this contract are safe, in operation and do not disrupt Airport Operations).
- immediate emergency response service arising from unforeseen circumstances or conditions
- Personnel to operate a Service Call Desk twenty-four (24) hours a day, seven (7) days a week.
- Propose three options of maintaining these systems and what each one includes

Describe how your company will perform all duties within this contract so that it will not cause interference or Airport Operations.

Equipment Manufacturer and model not supported by ThyssenKrupp Elevator.

Note: The Majority of these units are no longer manufactured and have been replaced in a modernization program.

Appendix B-1

Gatekeeper Mfr Name	Fujitec	Hitachi	Hyundai	Mitsubishi
Mfr	Fujitec	Hitachi	Hyundai	Mitsubishi
	Millennium Traction	CX Escalator	Hyundai Escalator	2C-2BC
	Millennium Hydraulic	V Escalator		AC-E4LP
	Viridian			Diamond Trac MRL
	Generic Relay Escalator			Elenessa MRL (VFGL)
	PLC Escalator			GPH/IDH Hydraulic
	Royal SuperDyne			GPM-III
	Solid State Hydraulic			Series Z Escalator
	Talon MRL			Spiral Escalator
	Belta			VFDL / GPS-I
	Other			VFDLA / GPS-II
				VFEH
				VFEL / GPS-III
				VFGH
				VFGL / GPS-IV

Appendix G:
VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies. Suggested information relevant for purposes of evaluating responses to this RFP include but are not limited to:

Executive Summary

- Describe the product and/or service in an outline format
- Describe the value to participating agencies
- Describe the value to TCPN
- Describe how your company would market this product and/or service through this contract
- Provide an anticipated size of the market for this product and/or service in the public arena

Detail Description

- Where is the product manufactured?
- Any certifications provided?
- Where is the service performed?
- Who performs the service and what is their expertise?
- Is this a proprietary product and, if not, who is your competition? This is not a prpriotary product and similar products
- Provide references
- Provide case studies
- Provide any pricing that is different than the pricing in Appendix C in this solicitation. Pricing is dependent on location and will have to be surveyed by location.

Any Additional Information Relevant to the Additional Products and/or Services Offered in the RFP Response

Value Add #1 – New Installation

Summary:

- **Pricing control and quality equipment.**
- **Additional admin fees.**
- **All members will be notified of product availability.**

Detail Description:

- **Products are manufactured in Middleton, TN Facility.**
- **Units are certified by the local authority after installation.**
- **Installations are at the local customer site.**
- **Installations are performed by TKE employees, trained and certified by the IUEC.**
- **These products are not proprietary, competition is all major providers.**

Additional Information and Samples:

- **New Installation Agreement Sample**
- **New Installation Proposal Sample**
- **Battery Lowering Kit – Exhibit 1**
- **Car Doors – Exhibit 2**
- **SmartTech II – Exhibit 3**
- **Endura MRL Brochure – Exhibit 4 (New Install Only)**
- **Fire Service – Exhibit 5**
- **HD-LM Door Operator – Exhibit 6**
- **HLR 3 – Exhibit 7**
- **Microlight – Exhibit 8**
- **Car Top Rail Kit – Exhibit 9**
- **Power Units – Exhibit 10**
- **TAC 22 – Exhibit 11**
- **TAC 50 – Exhibit 12**

Elevator Installation Agreement (Sample)

SUBMITTED TO: [Customer Name]
[Street]
[City, State ZIP]
(Hereinafter Purchaser)

BY: **ThyssenKrupp Elevator**
[Street]
[City, State ZIP]
[Phone]

ThyssenKrupp Elevator is pleased to provide the following agreement for the elevator installation at:

LOCATION: [Building Name]
[Street]
[City, State ZIP]

DATE: [Date]

DESCRIPTION OF EQUIPMENT

TYPE OF EQUIPMENT:	One (1) ThyssenKrupp AMEE 21 Twinpost Telescopic Hydraulic Elevators
CONTROL:	TAC 20-03
CAPACITY:	2100 lbs.
SPEED:	80 FPM UP
OPERATION:	Simplex Selective Collective
TRAVEL:	16'-0" net travel
POWER SUPPLY:	460 V 3Ph 60Hz
MACHINE LOCATION:	Approximately 20' remote
OPENINGS:	Two (2) in line
HOISTWAY FRAMES & DOORS:	3'-0" x 7'-0" Side-opening doors and frames finished in baked enamel with aluminum sills and Microlight infrared door protection system.
CAR ENCLOSURE:	Standard ThyssenKrupp TKS cab interior with the following features: 1. Steel shell cab walls finished in baked enamel. 2. Standard fluorescent lighting above translucent panels and a baked enamel frame. 3. Baked enamel car door. 4. Brushed stainless steel fronts with aluminum sill. 5. 1 ½" cylindrical stainless steel handrail along rear wall. 6. Flooring by others. (see Job Clarifications below)
SIGNALS:	Traditional fixtures consisting of illuminating car and hall pushbuttons, emergency light, and car position indicator. Hall lanterns are located at each landing.
SPECIAL FEATURES:	Handicap features to meet current ANSI & ADA code requirements including: 1. ADA-compliant emergency telephone device. 2. Pit ladder 3. Solid state starting 4. Phase I and II Fire Service operation, per ANSI A17.1 (2004) 5. "In the event of fire…" emergency signage on all hall stations. 6. Fireman's phone jack at each car station. 7. Elevator equipment designed for Seismic Zone 2. 8. Independent service operation. 9. Hoistway access at top and bottom landing. 10. Hydro Safe biodegradable hydraulic oil.
MINIMUM HOISTWAY SIZE:	7'-4" wide x 5'-9" deep, with a 4'-0" pit depth, and 12'-8" overhead

SCOPE

This Agreement is intended to cover the complete furnishing and installation of:

Except as specified under "Work not included." All work shall be performed in a workmanlike manner and shall include all work and material as set forth in the drawings and as specified herein. In all cases where a component part of the equipment is herein referred to in the singular, it is intended that such reference shall apply to as many such components as are required to complete the installation.

All work shall be performed in accordance with the latest revised edition (as of the date of this proposal) of the United States of America Standard Safety Code for Elevators, Escalators and Dumbwaiters, the National Electrical Code, and/or such State and Local Codes as may be applicable. Subsequent to the date of this Agreement, should changes be made in any code, or should rulings by any code enforcement authority extend the application of the code, the work and materials necessary to bring the installation into compliance with such changes shall be in addition to the contract price.

ALTERNATES:

[No alternates exist]

CLARIFICATIONS:

APPROXIMATE LEAD TIMES

Be advised of the following approximate lead-times associated with this project:

Preparation of layout drawings upon receipt of subcontract and plans: *(Additional Time Required for Cab, Signal, Entrance If Applicable)*	X weeks
Approval of layout drawings by purchaser	Varies
Fabrication time from receipt of all approvals, fully executed contract, material release form and payment of pre-production invoices:	X weeks
Delivery of Equipment to distribution center or jobsite:	X weeks
Installation of elevator system: *(After receipt of plumb, dry hoist way, dried in machine room, 3 phase power and verification of all preparatory work by others)*	X weeks
Adjustment & Inspection (where applicable) from completion of ThyssenKrupp Elevator inspection checklist	X weeks

PRICE AND TERMS OF PAYMENT

ThyssenKrupp Elevator proposes to furnish and install the equipment specified in this proposal for the net sum of **($)**, payable as follows: This proposal is based on the following payment terms: Fifty percent (50%) of the contract price will be due and payable within 30 days from the receipt of the subcontract agreement. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilization (if required) and raw material procurement. Material will be ordered once this payment is received and subcontract is fully ratified. Thirty Five percent (35%) shall be due and payable when the material has been received at the ThyssenKrupp Elevator warehouse. Receipt of payment is required prior to mobilization of labor. Fifteen percent (15%) shall be due and payable monthly as labor is performed. Final payment, including five percent (5%) retention and all change orders shall be paid prior to turnover of the equipment.

Purchaser acknowledges that the contract price is based upon labor and material prices projected to be in effect when the Purchaser has scheduled ThyssenKrupp Elevator to install the equipment as of the time of contracting. In the event the schedule changes or construction delays postpone installation and/or adjustment of the elevator for more than 45 (forty-five) days later than originally scheduled, the contract price shall be increased by the amount of any actual increase in ThyssenKrupp Elevator's material and/or labor costs resulting from the schedule change or delay. Changes in schedule must be agreed upon in writing by both parties prior to becoming effective.

In the event of any default or breach by Purchaser of any provision of this Agreement, the unpaid balance of the purchase price, less the cost of completing the work as estimated by ThyssenKrupp Elevator, shall immediately become payable irrespective of the acceptance by ThyssenKrupp Elevator of notes from Purchaser or extension of time for payment.

If there is more than one (1) unit in this contract, final payment shall be made separately as each unit is completed or turned over to Purchaser.

ThyssenKrupp Elevator reserves the right to discontinue its work at any time until payments have been made by Purchaser as agreed upon, and satisfactory assurances are made by Purchaser that subsequent payments will be made as they become due. Non-payment by the Purchaser of any monies due and owing under this Agreement shall result in the accrual of interest on the delinquent monies at the maximum rate allowable by law in the state of acceptance.

ThyssenKrupp Elevator shall be provided with uninterrupted access to the elevator hoist way and machine room areas to perform work between regular IUEC working hours of regular working days, Monday thru Friday, statutory holidays excluded. In the event that overtime, additional work outside of the scope of this agreement, or expedited work is required, it will be performed at the following rates and only after receipt of an executed Change Order:

SCOPE OF WORK	HOURLY RATE
Expedited installation hourly OT rate (up to 100 team hours):	
Hourly team rate for out-of-scope work during normal hours:	
Hourly team rate for out-of-scope work during normal hours:	
Hourly mechanic rate for out-of-scope work during normal hours:	
Hourly mechanic rate for out-of-scope work during OT hours:	

Team = One (1) mechanic and one (1) apprentice
Note: Rates are subject to change after December 31st, 2012

HOLE FOR JACK UNIT

When required, the excavation of the elevator cylinder well hole will be based on drilling through soil free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, ThyssenKrupp Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at ThyssenKrupp Elevator 's standard hourly rates, and the actual cost of any additional material plus 15%. A 32"x32" block-out, or as the block-out indicated on ThyssenKrupp Elevator layouts, in the pit floor shall be provided by the Purchaser. Adequate ingress and egress, including ramping, shall be provided for a truck-mounted drill rig. Removal of all dirt and debris from each hole location shall be by others. Only ThyssenKrupp Elevator standard HDPE or PVC protection system with bottomless corrugated steel casing will be provided for "in-ground" hydraulic jack assemblies. Any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out shall be work by others. Methane barriers or coordination/access are not included and are to be engineered and installed by others. Access shall be provided at no cost to 2" pressurized water supply within 100'-0" of the jack hole location. Layout is to be by others when excavation of jack hole is from grade. An OSHA compliant steel safety beam with a minimum 5,000 pound capacity must be furnished and installed by others 2" below the overhead roof deck as shown on the ThyssenKrupp Elevator shop drawings prior to elevator installation. Purchaser agrees to provide a 4' x 4' opening in the elevator hoistway overhead as required by ThyssenKrupp Elevator.

MAINTENANCE SERVICE

ThyssenKrupp Elevator shall furnish maintenance service for the period of twelve (12) months on each elevator after the installation is completed and the elevator has been placed into operation. Maintenance includes call-backs during normal hours of regular working days (8:00am-4:30pm, M-F). Any overtime callbacks will be billed to the customer at ThyssenKrupp Elevator standard overtime service rates. Regular maintenance Service shall consist of periodically examining, lubricating,

adjusting and cleaning the elevator (s), and, in the sole opinion, if conditions warrant, repairing or replacing elevator components not excluded under this Agreement.

TEMPORARY SERVICE

There are no provisions for "temporary use" of the elevator(s) prior to completion and acceptance of the complete installation. Should Purchaser require use of any elevator(s) prior to completion and final acceptance, the Purchaser agrees to sign ThyssenKrupp Elevator's Construction Use Only Agreement, and be bound by the terms and conditions thereof. A copy of this Agreement will be furnished upon written request. Cost for temporary use of an elevator shall be $100per calendar day per hydraulic elevator and $200 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the rental use period will be billed at local billing rates. In the event that an elevator must be provided for temporary use, ThyssenKrupp Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to ThyssenKrupp Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish installation or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection will be determined on a project by project basis. These costs are based on work performed during normal working hours. Temporary use excludes improper vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included. All overtime premiums for repairs during the temporary use period will be billed at our local service billing rates.

ACCEPTANCE OF INSTALLATION

Upon notice from ThyssenKrupp Elevator that the installation of the elevator has been completed, Purchaser will arrange to have present at the installation site a person duly authorized to make the final inspection and to provide/execute a written final acceptance. The date and time that such person will be present at the site shall be as mutually agreed upon, but shall not be more than ten (10) business days after the date of ThyssenKrupp Elevator's notice of completion to Purchaser, unless both parties agree to a certain date thereafter. Such Final Inspection and Certificate of Acceptance shall not be unreasonably delayed or withheld. In the event the elevator fails inspection due to no fault of ThyssenKrupp Elevator, Purchaser agrees to reimburse ThyssenKrupp Elevator for any costs associated with additional inspections. We have included provisions for one elevator inspection. In the event that the elevator fails inspection due to work of other trades, ThyssenKrupp Elevator will be compensated by change order prior to scheduling a re-inspection. The cost of each re-inspection shall be $1500 plus a remobilization fee of $2500.

STORAGE

The Purchaser agrees to provide suitable tractor trailer access and roll-able access from the unloading area to the elevator or escalator hoistways / well ways. The Purchaser agrees to provide a dry and secure area adjacent to the hoist way(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local ThyssenKrupp Elevator warehouse. Any warranties provided by ThyssenKrupp Elevator for elevator equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by the Purchaser after initial delivery will be at the customer's expense. Purchaser will be required to sign off on the Material Release Form which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate some local point where Purchaser will accept delivery. If Purchaser fails to make a location available, ThyssenKrupp Elevator is authorized to warehouse the equipment at the ThyssenKrupp Elevator warehouse at Purchaser's risk and expense. Purchaser shall reimburse ThyssenKrupp Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of $300 per week for each elevator, which covers storage and insurance of the elevator equipment and is payable prior to delivery.

DRAWINGS

ThyssenKrupp Elevator standard shop drawings, submittal package, standard owner's manuals and prints will be provided. Deferred approvals, not limited to DSA and OSHPD, are not included. Stamped calculations or details (by professional engineer) are not included.

PAINTING

All exposed metal work furnished by ThyssenKrupp Elevator, except as otherwise specified in writing, shall be properly painted after installation by ThyssenKrupp Elevator.

PERMITS, TAXES, AND LICENSES

All applicable sales and use taxes, permit fees and licenses imposed upon ThyssenKrupp Elevator as of the date of this proposal are included in the contract price. Purchaser agrees to pay, as an addition to the contract price, the amount of any additional taxes, fees, or other charges exacted from the Purchaser or the ThyssenKrupp Elevator by any law enacted after the date of this proposal. This proposal is made without regard to compliance with any special purchasing and/or manufacturing requirements including, but not limited to, Buy American, Buy America, U.S. Steel, Far Clauses, MBE, WBE, supplier requirements or any similar state or government procurements laws. Should any such requirements be applicable to this project, ThyssenKrupp Elevator reserves the right to modify and/or withdraw this proposal.

ACCEPTANCE OF PROPOSAL

Purchaser's acceptance of this Agreement and its approval by an executive officer of ThyssenKrupp Elevator will constitute exclusively and entirely the Agreement. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both parties. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will govern in the event of a conflict. This proposal is hereby accepted in its entirety, and shall constitute the entire Agreement as contemplated by the Purchaser and ThyssenKrupp Elevator.

TITLE AND OWNERSHIP

ThyssenKrupp Elevator retains title to all equipment it supplies under this Agreement and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this Agreement, including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Agreement, ThyssenKrupp Elevator may take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof, irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, and at ThyssenKrupp Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for ThyssenKrupp Elevator to file in public offices in order to perfect ThyssenKrupp Elevator's security interest in such equipment.

WARRANTY

ThyssenKrupp Elevator warrants the equipment installed pursuant to this Agreement against defects in materials and workmanship for a period of one year from the date of Final Acceptance. However, the warranty is contingent on the equipment being installed at the times proposed in this proposal. In the event that the job is delayed for a period greater than six months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other liability for defects. ThyssenKrupp Elevator makes no warranty of merchantability and no other warranties which extend beyond the description in this Agreement including any other warranties existing by operation of law. Like any piece of mechanical machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant such normal maintenance service and shall not be construed to mean that ThyssenKrupp Elevator will provide free service for periodic examination, lubrication, or adjustment due to normal use beyond that included in this Agreement; nor will ThyssenKrupp Elevator correct, without charge, breakage, maladjustments, or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond its control. In the event of a warranty claim, Purchaser must give ThyssenKrupp Elevator prompt written notice, and provided all payments due under the terms of this Agreement have been made in full, ThyssenKrupp Elevator shall, at its own expense, correct any proven defect by repair or replacement.

ThyssenKrupp Elevator will not, under this warranty, reimburse Purchaser for cost of work done by others, nor shall ThyssenKrupp Elevator be responsible for the performance of equipment to which any revisions or alterations have been made by others. Any warranty provided by ThyssenKrupp Elevator will become null and void if the elevator equipment is tampered with, maintained, worked on or adjusted by any person(s) other than authorized ThyssenKrupp Elevator company personnel.

WORK NOT INCLUDED

Hoistway and Machine Room .....

OSHA compliant removable barricades are to be provided by others prior to installation ThyssenKrupp Elevator will replace if removed by ThyssenKrupp Elevator. Barricades must allow clearance for installation of entrance frames and should be located no less than 24" from the exterior face of the hoistway wall. Purchaser agrees to indemnify, defend and hold ThyssenKrupp Elevator harmless for any OSHA citations received as a result of Purchaser's non-compliance with OSHA standards.

ThyssenKrupp Elevator shall be provided a dry legal hoistway, properly framed and enclosed, and including a pit of proper depth provided with ladder. This is to include the pit and overhead with ladder, steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing, as required; dewatering of pit(s) and required screening. An OSHA compliant steel safety beam with a minimum 5,000 pound capacity must be furnished and installed by others 2" below the overhead roof deck as shown on the ThyssenKrupp Elevator shop drawings prior to elevator installation. Hoist-way shall be square and plumb within 1" from top to bottom of the total hoistway height. If hoistway is outside of this required tolerance, Purchaser shall pay extra for any additional modifications required for a proper installation. Purchaser must provide adequate backing for the elevator guide rails (as shown on the elevator shop drawings). If not, Purchaser will be subject to extra charges due to any additional work required or delay. Provide 75 bevel guards on all projections, recesses or setbacks in excess of 4" in accordance with ASME A17.1.

ThyssenKrupp Elevator shall be provided a legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation sized per the ThyssenKrupp Elevator shop drawings. Machine room temperature to be maintained between 50 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing.

Maximum wall thickness for elevator door frame is 12.5". Purchaser must specify this thickness on the layout approvals. Elevator entrances shall not have exterior sun exposure. Custom "sun doors" are not provided.

All grouting, fire caulking, cutting and removal of walls and floors, patching, coring, penetrations and painting (except as specified) and removal of obstructions required for elevator work are by others. Proper trenching and backfilling for any underground piping and/or conduit are by others.

Any tube steel and/or rail backing, including embeds and weld plates, that may be required by ThyssenKrupp Elevator for rail bracket attachment or guide rail support is to be furnished and installed by others flush with the hoist way from pit floor to the top of the overhead to carry the loads of all equipment. Guide rails for traction elevators must attach to steel, CMU or concrete, not wood. Support the full width of the hoistway at each landing for anchoring or welding the ThyssenKrupp Elevator sill support shall be furnished and installed by others as detailed on the ThyssenKrupp Elevator layouts. Structural steel door frames with extensions to beam above if required on hoistway sides and sills for freight elevators, including finish painting these items shall be by others.

Basement/adjacent traction machines shall be supported by structural foundations with embedded machine bolts as shown on ThyssenKrupp Elevator layouts. Overhead traction machines shall be supported by structural machine room floors with steel embed plates furnished and installed by others as shown on the ThyssenKrupp Elevator layouts. Beam pockets with bearing plates to support the loads of the overhead machine assembly on Synergy machine roomless applications shall be furnished and installed by others per the ThyssenKrupp Elevator layouts.

Rough openings for the entrances shall be no less than what is delineated on the elevator shop drawings. Purchaser to provide adequate bracing of entrance frames to prevent distortion during wall construction.

An OSHA compliant steel safety beam with a minimum 5,000 pound capacity must be furnished and installed by others 2" below the overhead roof deck as shown on the ThyssenKrupp Elevator shop drawings prior to elevator installation.

Purchaser agrees to provide at no cost a crane to hoist elevator equipment as needed, including hydraulic cylinders to be placed in the ground. For a Synergy machine room-less installation, the top of the hoist way shall not be installed until after the hoist machines can be set in place with a crane. For a traditional overhead traction installation, the top of the machine room shall not be installed until after the hoist machines can be set in place with a crane. Access for this installation shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided at no additional cost.

For Synergy machine room-less applications, Purchaser shall provide TKE installation crew a work platform in the hoistway at the top landing. The platform shall be constructed to the specification provided to the Purchaser by TKE.

Electrical

Suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per NEC will be supplied by others prior to installation and will have the same characteristics as permanent power. Piping & wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls is by others. (Per N.E.C. Articles 620-22 and 620-51) will also be provided by others. A means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room will be furnished by the electrical Purchaser if required. Any required hoistway, machine room, pit lighting and/or 110v service outlets shall be by others. Temporary 220v single phase (50 amps) within 50 feet of each hoist way shall be provided by others.

The Purchaser will provide a temporary 220 VAC - 30 amps single phase terminal with disconnect for each traction elevator in the machine room(s) at the start of the job for temporary operation of work platform.

Purchaser agrees to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground.

Conduit and wiring for remote panels to the elevator machine room(s) and between panels shall be by others. Remote panels required by local jurisdictions are not included.

Sprinklers, smoke/heat detectors on each floor, machine room and hoistways, shunt trip devices (not self-resetting) and access panels as may be required are to be furnished and installed by others.

Purchaser shall provide a dedicated telephone line monitored 24 hours, as well as normally open dry contacts for smoke/heat sensors which shall be terminated by others at a properly marked terminal in the elevator controller. One additional telephone line per group of elevators for diagnostic capability wired to designated controller shall be provided by others.

Emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to designated elevator controller shall be provided by others. Electrical cross connections between machine rooms for emergency power are to be provided by others.

Any governmentally required safety provisions not directly involved for elevator installation shall be provided by others.

Elevator Cab

The cab floor shall have a 3/8" recess and 50 lb. weight allowance for finish flooring furnished and installed by others.

SHARED RESPONSIBILITIES

Purchaser agrees to fully and completely defend, indemnify and hold harmless ThyssenKrupp Elevator from any and all claims and lawsuits (whether same is for personal injury, property damage or death of any person) asserted against ThyssenKrupp Elevator which allege to have a factual or legal basis in the services contemplated by this contract; regardless of whether such actions arise from the use, operation, repair, installation, or condition of the equipment which is the subject of this contract or its machine room(s), hatchway(s), or component part(s). Purchaser understands and agrees that its obligation to defend, indemnify and hold harmless exist regardless of whether it is alleged or proved that ThyssenKrupp Elevator is jointly or solely liable under theory of legal fault, including, but not limited to negligence, gross negligence, strict liability, strict product liability, breach of warranty (whether expressed or implied) or breach of contract. Purchaser recognizes its obligation under this clause includes payment of all attorney's fees, costs of court and other expenses of litigation incurred by ThyssenKrupp Elevator, together with any and all damages (including punitive damages to the extent allowed by law) awarded by court, jury or other competent authority, judgments, settlements, appeal bonds necessary to suspend judgment pending appeal, interest (pre-judgment and post-judgment) and attorney's fees awarded to an adverse party arising out of such claims or lawsuits. This indemnification obligation is the broadest allowed by law.

Purchaser expressly agree to name ThyssenKrupp Elevator as an additional insured in its liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure ThyssenKrupp Elevator for those claims or losses referenced in the above paragraph. You hereby waive the right of subrogation.

ThyssenKrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control, and in no event shall ThyssenKrupp Elevator be liable for any damages, nor any consequential, special or contingent

damages. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned.

ThyssenKrupp Elevator complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. ThyssenKrupp Elevator supports Equal Employment Opportunity and Affirmative Actions Compliance programs.

SPECIAL CONDITIONS

1. ThyssenKrupp Elevator's performance under this Agreement is contingent upon Purchaser furnishing ThyssenKrupp Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Agreement or the manufacture, delivery or installation of the equipment.
2. It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and ThyssenKrupp Elevator reserves the right to discontinue work in the building whenever, in our sole opinion, this provision is being violated.
3. All work is to be performed during ThyssenKrupp Elevator's regular working hours/regular working days unless otherwise specified and agreed to in writing by both ThyssenKrupp Elevator and Purchaser.
4. Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage shall be furnished to Purchaser upon request.
5. Should loss of or damage to our material, tools or work occur at the installation site, Purchaser shall compensate ThyssenKrupp Elevator for such loss, unless such loss or damage results from ThyssenKrupp Elevator's own acts or omissions.
6. If ThyssenKrupp Elevator submits any drawings, illustrations or descriptive matter with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.
7. In the event ThyssenKrupp Elevator engages a third party to enforce and collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Agreement to be in the county where the work covered by this Agreement is located.
8. Project schedule shall be mutually agreed upon by both parties in writing before becoming effective.
9. ThyssenKrupp Elevator's participation in controlled insurance programs is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits, if applicable, will be provided at that time.
10. In no event shall ThyssenKrupp Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages.
11. Dumpsters shall be provided by others at no cost to ThyssenKrupp Elevator for removal of elevator packaging material. Should dumpsters not be provided, disposal of packaging materials shall be by others. Composite cleanup participation is not included.
12. It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, you will monitor our work place and prior to and during our manning of the job, you will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400 In the event our employees or those of our subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, you agree to indemnify, defend, and hold us harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
13. On-site parking will be provided at no additional cost.
14. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features by ThyssenKrupp Elevator in lieu of any maintenance training required in the bid specifications.
15. Purchaser agrees to accept ThyssenKrupp Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

The rights of ThyssenKrupp Elevator under this Agreement shall be cumulative and the failure on the part of the ThyssenKrupp Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by ThyssenKrupp Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

ACCEPTED:

[Purchasing Company Name]

By: _____
(Signature of Authorized Individual)

_____
(Printed or Typed Name)

Title: _____ Date: _____

ThyssenKrupp Elevator Corporation
[Street Address]
[City, ST ZIP]

By: _____
(Signature of TKE Representative)

[Name of ThyssenKrupp Elevator Rep]
[Phone Number]

Date: _____

Approved by: _____

Title: [Manager's title] Date: _____

New Installation Proposal

January 4, 2015

Purchaser:	Purchaser Name	Project Name:	Project Name
Address:	Purchaser Address	Project Address:	Project Address
City/State/Zip:	Purchaser City/State/Zip	City/State/Zip:	Project City/State/Zip

On behalf of ThyssenKrupp Elevator (hereinafter "TKE"), I am pleased to quote **$Dollar Amount** sales tax included and bond not included, to furnish and install one (1) ThyssenKrupp Passenger Elevator at the aforementioned location. This quote is valid for 45 Days, and is based on the general intent of the bid letter, plans, specifications, addenda #, clarifications, exceptions, and provided durations. Project completion must occur on or before 12/31/2013, or the labor and material contained in this proposal will be subject to escalation.

VALUE ENGINEERING OPPORTUNITIES & ALTERNATES

1. Enter VE or state 'None at this time'

CLARIFICATIONS TO ARCHITECTURAL PLANS DATED AND SPECIFICATION SECTION

1. Enter Clarifications

TKE can proceed with preparation of layout drawings for review and approval with receipt of one (1) full set of plans and specifications, a copy of the preliminary schedule, and the Subcontract Agreement. We will require receipt of a fully executed subcontract agreement, including any attached amendments, along with payment for pre-production and engineering prior to the release of the elevator equipment for fabrication. An invoice representing pre-production and engineering costs will be provided for your convenience upon acceptance of this proposal.

If you have any questions or concerns, please do not hesitate to contact me at Phone Number. We appreciate your consideration.

Sincerely,

[Enter Your Name]

New Installation Sales Representative
c/o ThyssenKrupp Elevator
Branch Street
Branch City/State/Zip
Phone Number
Email Address

THYSSENKRUPP ELEVATOR SPECIFICATION SUMMARY

Project: Click here to enter text.

Units in Estimate:	Click here to enter text.	Opening Size:	Choose an item.
Units in Bank:	Click here to enter text.	Clear Ceiling Height:	Choose an item.
Product:	Choose an item.	Clear Inside Cab Width:	Choose an item.
Series:	Choose an item.	Clear Inside Cab Depth:	Choose an item.
Application:	Choose an item.	Hoistway Width:	Choose an item.
Loading Class:	Choose an item.	Hoistway Depth:	Choose an item.
Capacity:	Choose an item. lbs.	Pit Depth:	Choose an item.
Speed:	Choose an item. FPM	Overhead:	Choose an item.
Travel:	## ft ## in	Machine Room Location:	Choose an item.
Future Travel:	## ft ## in	Controller:	Choose an item.
Stops:	## (## front, ## rear)	Emergency Power:	Choose an item.
Doors:	Choose an item.	Jack Type:	Choose an item.
Power Supply:	Choose an item. Volts, 60 Hz	Seismic Equipment:	Choose an item.
HP:	Choose an item.		

Cab

Cab Type:	Choose an item.
Panel Type:	Choose an item.
Panel or Wall Finish:	Choose an item.
Cab Base:	Choose an item.
Base Frieze, Reveal:	Choose an item.
Front Return, Transom:	Choose an item.
Cab Doors:	Choose an item.
Canopy:	Choose an item.
Ceiling:	Choose an item.
Ceiling Finish:	Choose an item.
Lighting:	Choose an item.
Cab Sill:	Choose an item.
Handrail Type:	Choose an item.
Handrail Finish:	Choose an item.
Handrail Location:	Choose an item.
Handrail Row Quantity:	Choose an item.
Protective Pads:	Choose an item.
Cab Finished Floor:	Choose an item.

Car Fixtures

Type: Choose an item.
Finish: Choose an item.
Fixtures Included: Choose an item., Car Position Indicator, Choose an item.

Hall Fixtures

Type: Choose an item.
Finish: Choose an item.
Fixtures Included: Hall Stations, Choose an item., Choose an item.

Limited Access Provisions

Type: Choose an item.

Entrance Doors

Choose an item.

Entrance Frames

Choose an item.

Entrance Sills

Choose an item.

New Product Service

Choose an item. months; 24 hour service available, Overtime call-backs are Choose an item.

Additional Features: Two Speed Fan, Automatic Fan/Light Shutdown, Vista Remote Monitoring, Fire Service Provisions, Hoistway Access at Top & Bottom Landings, ADA Phone, Non-Proprietary Controller, Solid State Starting, Biodegradable Oil, Pit Ladder

GENERAL TERMS AND CONDITIONS

1. Project schedule shall be mutually agreed upon by both parties in writing before becoming effective.

2. This proposal is based on the following payment terms:
   a. Forty percent (40%) of the contract price will be due and payable within thirty (30) days from the receipt of the subcontract agreement. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilization (if required) and raw material procurement. Material will be ordered once this payment is received and subcontract is fully ratified.
   b. An additional twenty five percent (25%) shall be due and payable when the material has been received at the TKE warehouse. Receipt of payment is required prior to mobilization of labor.
   c. ThyssenKrupp Elevator shall retain exclusive ownership and control over all equipment installed pursuant to this agreement until such time as Purchaser has paid ThyssenKrupp Elevator 100% of the full contract amount including change orders. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.
3. In no event shall TKE be responsible for consequential, indirect, incidental, exemplary, and special damages.
4. Should liquidated damages be mutually agreed upon, a TKE schedule will be incorporated as an exhibit of the contract which will specify Purchaser milestones and a TKE work schedule. In no event shall TKE's liability for damages arising out of this agreement exceed 5% of the agreement amount.
5. Overtime/additional / expedited work will be performed at the following rates and only after receipt of an executed Change Order:

Note: Rates are subject to change after 12/31/2013

Scope of Work	Hourly Rate
Expedited Installation Hourly OT Rate (Up to 100 Team* Hours):	$190/Team Hour
Hourly Team Rate for Out-of-Scope Work during Normal Hours:	$224/Team Hour
Hourly Team Rate for Out-of-Scope Work during OT Hours:	$404/Team Hour
Hourly Mechanic Rate for Out-of-Scope Work Normal Hours:	$116/Man Hour
Hourly Mechanic Rate for Out-of-Scope Work OT Hours:	$216/Man Hour

** Team = one (1) mechanic and one (1) apprentice*

Be advised of the following approximate lead-times in effect as of the date of this proposal.

Preparation of layout drawings upon receipt of subcontract and plans: *(Additional Time Required for Cab, Signal, Entrance If Applicable)*	## Weeks
Approval of layout drawings by purchaser:	Varies
Fabrication time: *(From receipt of all approvals, fully executed contract, material release form and PPE payment)*	## Weeks
Installation of elevator system: *(After completion of all required preparatory work by others)*	## Weeks

WORK NOT INCLUDED

TKE shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work between regular IUEC working hours of regular working days, Monday thru Friday, statutory holidays excluded.

The Purchaser agrees to provide suitable tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways. The Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TKE warehouse. Any warranties provided by TKE for elevator equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by the Purchaser after initial delivery will be at the customer's expense.

Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate some local point where Purchaser will accept delivery. If Purchaser fails to make a location available, TKE is authorized to warehouse the equipment at the TKE warehouse at Purchaser's risk and expense. Purchaser shall reimburse TKE for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of $100.00 per calendar day for each elevator, which covers storage and insurance of the elevator equipment and is payable prior to delivery.

We have included provisions for one elevator inspection. In the event that the elevator fails inspection due to work of other trades, TKE will be compensated by change order prior to scheduling a re-inspection. The cost of each re-inspection shall be $1,500.00 plus a remobilization fee of $2,500.00.

TKE includes one mobilization to the jobsite. A mobilization fee of $2,500.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TKE work has commenced.

Access for this installation shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided at no additional cost.

TKE will be responsible for cleanup of elevator packaging material; however, composite cleanup participation is not included.

Unless required by specification, there are no provisions for "temporary use" of the elevator(s) prior to completion and acceptance of the complete installation. Temporary use shall be agreed to in accordance with the standard TKE Temporary Use Agreement. Cost for temporary use of an elevator shall be $50.00 per calendar day per hydraulic elevator and $75.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the rental use period will be billed at local billing rates. In the event that an elevator must be provided for temporary use, TKE will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TKE with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish installation or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is $3,500.00 per elevator up to 10 floors. For installations above 10 stops, an additional cost of $1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included. All overtime premiums for repairs during the temporary use period will be billed at our local service billing rates.

OSHA compliant removable barricades are to be provided by others prior to installation (TKE will replace if removed by TKE). Barricades must allow clearance for installation of entrance frames and should be located no less than 24" from the exterior face of the hoistway wall. Purchaser agrees to indemnify, defend and hold TKE harmless for any OSHA citations received as a result of Purchaser's non-compliance with OSHA standards. For MRL building supported applications and overhead traction applications, an OSHA approved work platform at the top landing served will be required.

TKE shall be provided a dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing, as required; dewatering of pit(s) and required screening. An OSHA compliant steel safety beam with a minimum 5,000 pound capacity must be furnished and installed by others 2" below the overhead roof deck as shown on the TKE shop drawings prior to elevator installation. Hoist-way shall be square and plumb within 1" from top to bottom of the total hoistway height. If hoistway is outside of this required tolerance, Purchaser shall pay extra for any additional modifications required for a proper installation. Purchaser must provide adequate backing for the elevator guide rails (as shown on the elevator shop drawings). If not, Purchaser will be subject to extra charges due to any additional work required or delay. Provide 75 degree bevel guards on all projections, recesses or setbacks in excess of 4" in accordance with ASME A17.1.

TKE shall be provided a legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation sized per the TKE shop drawings. Machine room temperature to be maintained between 50 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing.

Maximum wall thickness for elevator doorframe is 12.5". Purchaser must specify this thickness on the layout approvals.

All grouting, fire caulking, cutting and removal of walls and floors, patching, coring, penetrations and painting (except as specified) and removal of obstructions required for elevator work are by others. Proper trenching and backfilling for any underground piping and/or conduit are by others.

Any tube steel and/or rail backing, including embeds and weld plates, that may be required by TKE for rail bracket attachment or guide rail support is to be furnished and installed by others flush with the hoistway from pit floor to the top of the overhead to carry the loads of all equipment. Guide rails for traction elevators must attach to steel, CMU or concrete, not wood. Support the full width of the hoistway at each landing for anchoring or welding the TKE sill support shall be furnished and installed by others as detailed on the TKE layouts. Structural steel doorframes with extensions to beam above if required on hoistway sides and sills for freight elevators, including finish painting these items shall be by others.

Rough openings for the entrances shall be no less than what is delineated on the elevator shop drawings. Purchaser to provide adequate bracing of entrance frames to prevent distortion during wall construction.

Suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per NEC will be supplied by others prior to installation and will have the same characteristics as permanent power. Piping & wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls is by others. (Per N.E.C. Articles 620-22 and 620-51) will also be provided by others. A means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room will be furnished by others if required. Any required hoistway, machine room, pit lighting and/or 110v service outlets shall be by others. Temporary 220v single phase (50 amps) within 50 feet of each hoistway shall be provided by others.

Purchaser agrees to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground.

Conduit and wiring for remote panels to the elevator machine room(s) and between panels shall be by others. Remote panels required by local jurisdictions are not included.

Sprinklers, smoke/heat detectors on each floor, machine room and hoistways, shunt trip devices (not self-resetting) and access panels as may be required are to be furnished and installed by others.

Purchaser shall provide a dedicated telephone line monitored 24 hours, as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by others at a properly marked terminal in the elevator controller.

Emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to designated elevator controller shall be provided by others. Electrical cross connections between machine rooms for emergency power are to be provided by others.

Any governmentally required safety provisions not directly involved for elevator installation shall be provided by others.

The cab floor shall have a 3/8" recess and 50 lb. weight allowance for finish flooring furnished and installed by others.

Conventional Hydraulics Only

Purchaser agrees to provide at no cost a crane to hoist elevator equipment as needed, including hydraulic cylinders to be placed in the ground.

When required, the excavation of the elevator cylinder well hole will be based on drilling through soil free from rock, sand, water, building construction members and obstructions. A 32" x 32" block-out, or as the block-out indicated on TKE layouts, in the pit floor shall be provided by the Purchaser. Adequate ingress and egress, including ramping, shall be provided for a truck-mounted drill rig. Removal of all dirt and debris from each hole location shall be by others. Only TKE standard HDPE or PVC protection system with bottomless corrugated steel casing will be provided for "in-ground" hydraulic jack assemblies. Should obstructions be encountered, TKE will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TKE's standard hourly rates, and the actual cost of any additional material plus 15%. Any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out shall be work by others. Methane barriers or coordination/access are not included and are to be engineered and installed by others. Access shall be provided at no cost to 2" pressurized water supply within 100'-0" of the jack hole location. Layout is to be by others when excavation of jack hole is from grade.

Purchaser agrees to provide a 4' x 4' opening in the elevator hoistway overhead as required by TKE.

Machine Roomless Applications Only

Purchaser agrees to provide at no cost a crane to hoist elevator equipment as needed. For a synergy machine room-less installation, the top of the hoistway shall not be installed until after the hoist machines can be set in place with a crane.

For synergy machine room-less applications, Purchaser shall provide TKE installation crew a work platform in the hoistway at the top landing. The platform shall be constructed to the specification provided to the Purchaser by TKE.

Beam pockets with bearing plates to support the loads of the overhead machine assembly on synergy machine room-less applications shall be furnished and installed by others per the TKE layouts.

The Purchaser will provide a temporary 220 VAC - 30 amps single-phase terminal with disconnect for each traction elevator in the machine room(s) at the start of the job for temporary operation of work platform.

Traditional Traction Elevators Only

Basement/adjacent traction machines shall be supported by structural foundations with embedded machine bolts as shown on TKE layouts. Overhead traction machines shall be supported by structural machine room floors with steel embed plates furnished and installed by others as shown on the TKE layouts.

Purchaser agrees to provide at no cost a crane to hoist elevator equipment as needed. For a traditional overhead traction installation, the top of the machine room shall not be installed until after the hoist machines can be set in place with a crane.

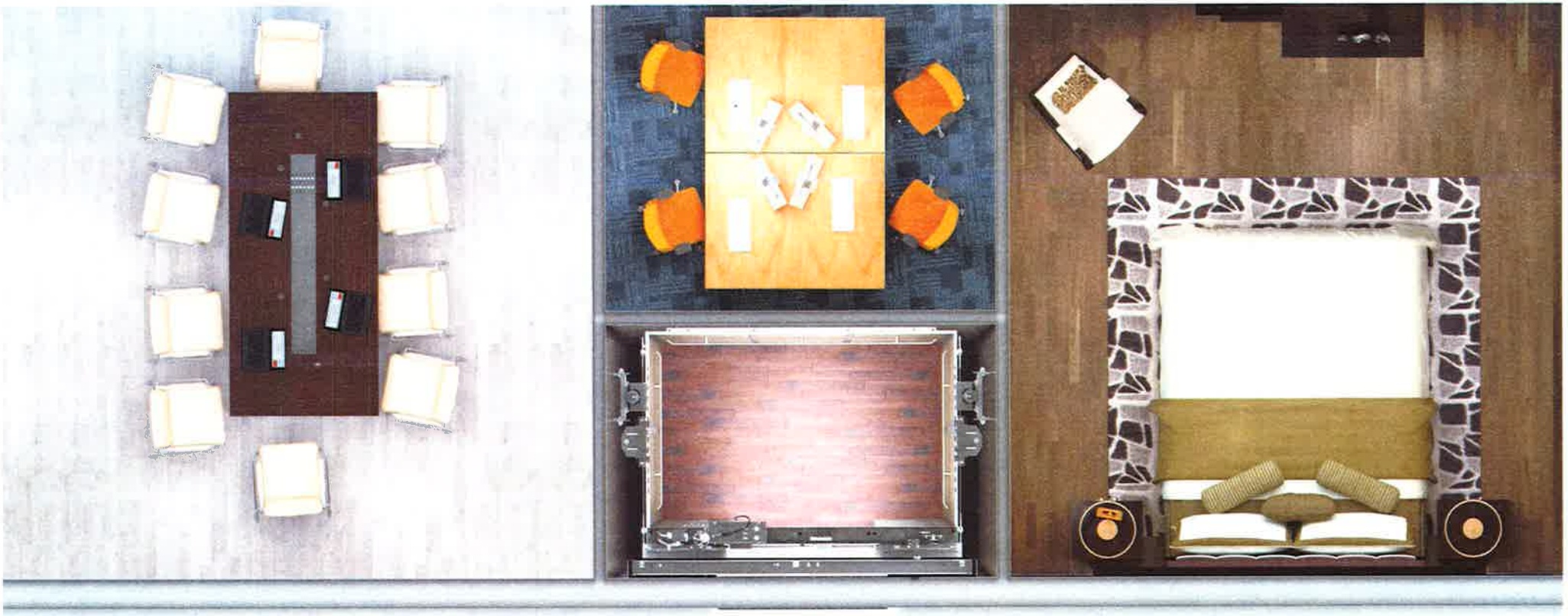
The Purchaser will provide a temporary 220 VAC - 30 amps single-phase terminal with disconnect for each traction elevator in the machine room(s) at the start of the job for temporary operation of work platform.

ENGINEERING CONFIDENCE.

enduraMRL

ThyssenKrupp

ThyssenKrupp Elevator Americas



ENGINEERING SIMPLIFIED.

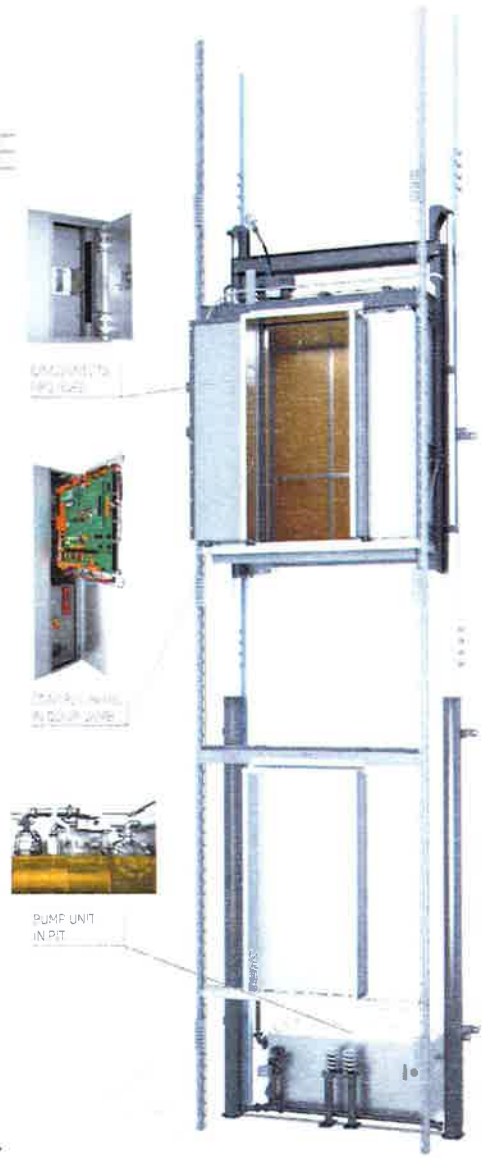
The new **endura MRL** combines the no-nonsense functionality of hydraulics and a truly machine room-less design — perfect for low-rise buildings. Now you really can maximize building space while keeping construction coordination and costs low. Fewer moving parts and the uncomplicated design provide dependable, capable equipment that isn't over engineered for buildings with just a few floors. And the cost to maintain the **endura MRL** is significantly lower than the cost of maintaining more complex low-rise MRL traction elevators.

So simplify, because why buy more than you need?

SIMPLY MORE SPACE

The **endura MRL** allows architects to incorporate elevators into their design without worrying about a machine room, controller access or weight and capacity restrictions. The pump unit is located in the elevator pit. And since the controller is cleverly located in the elevator door jamb, you don't have to reserve space for access to it either. Now, you really do have more space to work with.

The **endura MRL** uses little electricity, has a small lifetime environmental impact and virtually eliminates the use of petroleum by using enviromax™ the industry's first performance improving vegetable-based hydraulic fluid. LED lighting is standard, which drastically increases lighting lifespan, is mercury-free and offers a heat-free solution. Since the cab is from ThyssenKrupp Elevator, you will benefit from the industry's only UL validated 01350 CA compliant low-emitting interiors. So VOC (volatile organic compound) emissions are one less thing to worry about.

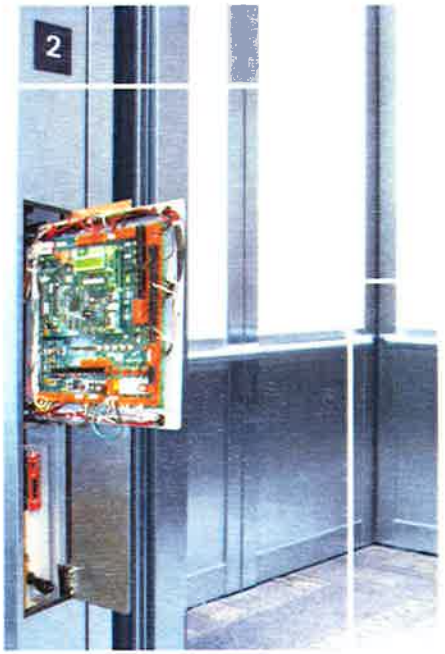


Hydraulic elevators offer an efficient way to move heavier loads, so you aren't limited to lightweight finish options that restrict your interior cab design.

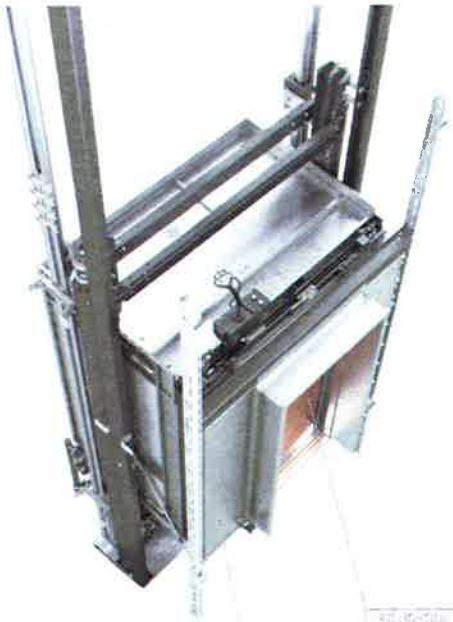
IT SIMPLY FITS

General contractors can spend fewer hours thinking about the elevator because there is less to build and manage. Choose the **endura MRL** and you can eliminate framing, electrical and HVAC, fireproof doors, as well as the locks and signage required for typical machine rooms or controller closets. You can also eliminate the coordination effort, time and cost.

The **endura MRL** has been designed so you can simplify. You no longer have to provide disconnects, wiring chases or assign coordination and installation tasks to partnering trades. Permanent power and a hoistway is all you need, and we do the rest. It simply fits.



The pump unit is in the pit, sealed with a hardtop and sound deadening material to ensure a quiet ride. It also features a new electronic valve. The valve is virtually adjustment-free, which allows for improved leveling accuracy.



SIMPLY SPEND LESS

For the building owner, the **endura MRL** has fewer moving parts and an uncomplicated design which means maintenance costs are less than a low-rise MRL traction elevator — significantly less. An electronic valve makes floor leveling adjustments automatically, decreasing unexpected service visits. Battery-lowering operation is included to ensure your tenants don't get trapped in case of a power failure. There's also no machine room, so you don't spend money to heat or cool a room you can't lease.

The **endura MRL** uses enviromax, formulated from materials that have minimal effects on the environment. It is a canola-based hydraulic fluid that is readily biodegradable and rapidly renewable. Grown, harvested and processed in North America, you now have an environmentally sound elevator that is 95% petroleum-free. And it gets the job done without having to pay for an over complicated product that has no benefit to your tenants.

The linear door operator has fewer parts, increases reliability and reduces maintenance costs.

LIFE CYCLE COSTS ARE SIMPLY CLEAR

We've done the homework so you can make an educated decision about purchasing the right low-rise elevator. Our Life Cycle Analysis (LCA) and Costing (LCC) research make the long-term cost and environmental impacts of low-rise elevators transparent. Each elevator type listed below is a three-stop, 2,500 lb. capacity unit with the same interiors and settings. Total cost reflects 25 years of elevator life.

enduraMRL

INITIAL COST	BUILDING COST	MAINTENANCE COST	TOTAL COST
$74,000	$0	$91,856	$165,856

TRACTION MRL

INITIAL COST	BUILDING COST	MAINTENANCE COST	TOTAL COST
$90,000	$2,500	$173,379	$265,879

MACHINE ROOM HYDRAULIC

INITIAL COST	BUILDING COST	MAINTENANCE COST	TOTAL COST
$69,000	$6,700	$91,856	$167,556

When it comes to energy we understand the importance of using less. Based on national averages and industry operating use standards, the annual energy consumption of a traction unit is approximately $350 versus $500 for a like hydraulic unit.

1 Cost includes controller closet construction and electrical disconnect
2 Cost includes machine room construction and electrical disconnect

Health Product DECLARATION

ThyssenKrupp Elevator is the only elevator manufacturer to offer Health Product Declarations (HPDs), which show product ingredients and associated health information.

ThyssenKrupp Elevator Locations

UNITED STATES OFFICES

Alabama
Birmingham 205-945-0062

Alaska
Anchorage 907-522-3002

Arizona
Phoenix 602-257-0216
Tucson 520-622-2452

Arkansas
Little Rock 501-407-9030

California
Anaheim 714-939-0888
Fresno 559-271-1238
Hayward 510-476-1900
Los Angeles 323-278-9888
Sacramento 916-376-8700
San Diego 619-596-7220
San Francisco 415-544-8150
San Jose 408-392-0910
Santa Barbara 805-967-0131

Colorado
Col. Springs 719-548-0211
Denver 303-318-9700
Eagle 970-328-5955
Fort Collins 970-221-1744

Connecticut
New Haven 860-828-6672

Florida
Ft Lauderdale 954-971-6500
Ft. Myers 239-334-2511
Gainesville 352-376-2241
Jacksonville 904-260-4656
Miami 305-592-7722
Orlando 407-425-3496
Pensacola/ Mobile Area 850-477-0015
West Palm Beach 561-642-5761
Sarasota/ Bradenton 941-753-4787
Tallahassee 850-576-0161
Tampa 813-287-1744
Vero Beach 772-567-0001

Georgia
Atlanta 770-916-0555
Macon 478-475-5438
Marietta 770-916-0555
Savannah 912-354-8800

Hawaii
Honolulu 808-834-6300

Idaho
Boise 208-658-0000

Illinois
Chicago 630-652-4000
Peoria 309-691-2596

Indiana
Evansville 812-475-9419
Indianapolis 317-595-1125

Kansas
Kansas City 913-888-8046
Wichita 316-529-2233

Kentucky
Lexington 859-252-0386
Louisville 502-266-6014

Louisiana
Baton Rouge 225-928-1120
New Orleans 504-733-6141

Maine
Brewer 207-989-3255

Maryland
Baltimore 410-636-3280
College Park 301-345-6400
Hagerstown 301-739-1314
Ocean City 410-520-0022

Massachusetts
Boston 617-547-9000

Michigan
Grand Rapids 616-942-4710
Detroit 734-953-3734

Minnesota
Duluth 218-624-5566
Minneapolis 612-588-7844

Mississippi
Jackson 601-922-9400

Missouri
Springfield 417-581-9466
St. Louis 314-991-0800

Montana
Bozeman 406-587-3895

Nevada
Las Vegas 702-262-6775
Reno 775-329-0400

New Jersey
Atlantic City 609-567-2333
Cranford 908-497-9297

New Mexico
Albuquerque 505-856-5800

New York
Buffalo 716-681-7900
Elmsford 914-347-3450
Long Island 631-491-3111
Manhattan 212-947-8800
Rochester 585-359-9290
Syracuse 315-437-7541

North Carolina
Charlotte 704-529-1000
Greensboro 336-272-4563
Raleigh 919-851-8557

North Dakota
Fargo 701-232-2673

Ohio
Cincinnati 513-241-6000
Cleveland 440-717-0080
Columbus 614-895-8930
Toledo 419-666-3304

Oklahoma
Okla. City 405-949-1916
Tulsa 918-665-2040

Oregon
Eugene 541-683-7848
Portland 503-255-0079

Pennsylvania
Allentown 610-366-0161
King of Prussia 609-567-2333
Philadelphia 215-405-2340
Pittsburgh 412-367-7500
York 717-767-5600

Puerto Rico
Puerto Rico 787-708-5605

Rhode Island
Providence 866-989-3555

South Carolina
Columbia 803-798-3895
Greenville 864-675-0096
Myrtle Beach 843-448-2016

South Dakota
Sioux Falls 605-332-4950

Tennessee
Chattanooga 423-499-2216
Knoxville 865-588-8517
Memphis 901-377-1993

Texas
Austin 512-447-9511
Corpus Christi 361-299-0033
Dallas Central 972-785-0505
Dallas Downtown 214-303-1389
El Paso 915-595-0171
Ft. Worth 817-922-9590
Houston 713-849-2191
Houston Downtown 713-654-7700
Midland 432-683-1488
San Antonio 210-495-8585
Temple 254-778-3741
Tyler 903-533-8844

Utah
Salt Lake City 801-908-7433

Virginia
Newington 571-642-0530
Norfolk 757-547-9025
Richmond 804-355-9792
Roanoke 540-563-5700

Washington
Everett 425-438-0309
Seattle 425-702-1200
Spokane 509-533-2701
Tacoma 253-566-1751

West Virginia
Charleston 304-342-8115

For a complete list of all the state licensing contractor numbers, please visit www.thyssenkruppelevator.com

CANADA OFFICES

Alberta
Calgary 403-259-4183
Edmonton 780-488-0976

British Columbia
Kelowna 250-763-2804
Vancouver 604-294-2209
Victoria 250-474-1150

Manitoba
Winnipeg 204-697-0700

New Brunswick
Saint John 506-634-1063
Moncton 506-855-3357

Newfoundland
St. John's 709-739-4038

Nova Scotia
Halifax 902-454-2456

Ontario
Hamilton 905-385-1785
Kingston 613-542-2904
London 519-652-0800
Mississauga 905-602-6232
North York 416-496-6000
Ottawa 613-731-0810
Scarborough 416-291-2000
Sudbury 705-673-4702
Toronto 416-599-2002
Whitby 905-579-0471

Quebec
Montreal 514-631-6776
Quebec City 418-682-1214
Repentigny 450-582-8922

Saskatchewan
Regina 306-352-8608
Saskatoon 306-242-6467

ThyssenKrupp Elevator
2600 Network Blvd., Ste. 450, Frisco, TX 75034
Phone (877) 230-0303
thyssenkruppelevator.com | version 01.14

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For more information please visit
enduraMRL.com

Value Add #2 – Modernization

Summary:

- **Pricing control and quality equipment.**
- **Additional admin fees.**
- **All members will be notified of product availability.**

Detail Description:

- **Products are manufactured in Middleton, TN Facility.**
- **Units are certified by the local authority after modernization.**
- **Modernizations are at the local customer site.**
- **Modernizations are performed by TKE employees, trained and certified by the IUEC.**
- **These products are not proprietary, competition is all major providers.**

Additional Information and Samples:

- **Modernization Agreement Sample**
- **Battery Lowering Kit – Exhibit 1**
- **Car Doors – Exhibit 2**
- **SmartTech II – Exhibit 3**
- **Fire Service – Exhibit 5**
- **HD-LM Door Operator – Exhibit 6**
- **HLR 3 – Exhibit 7**
- **Microlight – Exhibit 8**
- **Car Top Rail Kit – Exhibit 9**
- **Power Units – Exhibit 10**
- **TAC 22 – Exhibit 11**
- **TAC 50 – Exhibit 12**
- **Door Restrictors – Exhibit 18**

Modernization Proposal

January 28, 2013

Purchaser:	Purchaser Company Name	Project Location:	[Enter Building Name]
Address:	[Enter Street Address]	Project Address:	[Enter Street Address]
City/State/Zip:	[Enter City, State Zip]	City/State/Zip:	[Enter City, State Zip]

On behalf of ThyssenKrupp Elevator, I am pleased to quote **$0.00** (sales tax included) to perform certain work to modernize elevators 1 - 4 at the above referenced location as described in this multi-page proposal (the "Proposal"). This Proposal is valid for 45 days.

If you have any questions or concerns, please do not hesitate to contact me at (000) 000-0000. We appreciate your consideration.

Sincerely,

Enter Your Name
Modernization Sales Representative
c/o ThyssenKrupp Elevator
Street Address
City, State & Zip
firstname.lastname@thyssenkrupp.com

SCOPE OF WORK

	TRACTION ELEVATOR(S) X-X	TRACTION ELEVATOR(S) X-X
Machine	Reuse Existing Geared Machine	Reuse Existing Geared Machine
Hoist Motor	Reuse Existing Motor	Reuse Existing Motor
Deflector Sheave	Reuse Existing	Reuse Existing
Control System	New TAC 50-04 Microprocessor Controller	New TAC 50-04 Microprocessor Controller
Destination Dispatch	N/A	N/A
Selector System	New Position Transducer/Limit Switches	New Position Transducer/Limit Switches
Drive System	New VVVF Regenerative Drive	New VVVF Regenerative Drive
Governor	Refurbish Existing	Refurbish Existing
Hoist & Governor Cables	Reuse Existing Cables	Reuse Existing Cables
Traveling Cables & Wiring	New Traveling Cable & Hoistway Wiring	New Traveling Cable & Hoistway Wiring
Car Frame	Reuse Existing	Reuse Existing
Car Platform	Reuse Existing	Reuse Existing
Car Guide Shoes	Reuse Existing	Reuse Existing
Safety	Reuse Existing	Reuse Existing
Counterweight Frame	Reuse Existing	Reuse Existing
Counterweight Guide Shoes	Reuse Existing	Reuse Existing
Guide Rails	Reuse Existing	Reuse Existing
Buffers	Reuse Existing	Reuse Existing
Entrance Frames	Reuse Existing	Reuse Existing
Entrance Door Panels	Reuse Existing	Reuse Existing
Hoistway Sills	Reuse Existing	Reuse Existing
Door Operator	Reuse Existing	Reuse Existing
Car Door Panel	Reuse Existing	Reuse Existing
Car Sill	Reuse Existing	Reuse Existing
Door Detectors	Reuse Existing	Reuse Existing
Car Enclosure	Reuse Existing	Reuse Existing
Flooring	Reuse Existing	Reuse Existing
Signals	Reuse Existing	Reuse Existing
Pit Ladder	Reuse Existing	Reuse Existing
LEED / Green Project	No	No
Special Features		

***ThyssenKrupp Elevator's Standard Cabs have been tested by UL to meet California's strictest indoor air quality standards CA01350. This standard is required by many other jurisdictions to prove the health of indoor air quality.

All work described in this Proposal will be performed in accordance with the version of all applicable state or local codes that deal exclusively with the installation and/or modernization of elevators that are in effect at the time that this Proposal is fully executed. In the event that either (A) those codes change or (B) rulings are made by the applicable authority having jurisdiction that extend the application of those codes following the complete execution of this Proposal, the labor and materials necessary to ensure that the work described herein complies with such

changes shall be performed at an additional cost to Purchaser based on ThyssenKrupp Elevator's standard billing rates as posted in its local office.

It is solely the Purchaser's responsibility to ensure that the work described in this Proposal meets all applicable Federal, state and/or local codes that do not deal exclusively with the installation and/or modernization of elevators and to secure any necessary permission and/or priority from all applicable governmental authorities to complete that work.

OUR PRODUCTS AND THE ENVIRONMENT

ThyssenKrupp elevator products are designed for efficiency and productivity. And, by truly understanding your needs and by incorporating innovative technology, we're able to offer elevators that are not only more productive and more efficient; they also demonstrate a deep respect for the environment. ThyssenKrupp elevator endeavors to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) are available for review at your request.

VALUE ENGINEERING OPPORTUNITIES & ALTERNATES

1.	Sample Text	Initial to Accept _____
2.	Sample Text	Initial to Accept _____
3.	Sample Text	Initial to Accept _____
4.	Sample Text	Initial to Accept _____
5.	Sample Text	Initial to Accept _____
6.	Sample Text	Initial to Accept _____
7.	Sample Text	Initial to Accept _____

JOBSITE SPECIFIC CONDITIONS

1. Sample Text
2. Sample Text
3. Sample Text
4. Sample Text
5. Sample Text
6. Sample Text
7. Sample Text

Be advised of the following approximate and estimated lead times in effect as of the date of this Proposal.

Preparation of submittals upon receipt of subcontract and plans: *(Additional Time Required for Cab, Signal, Entrance If Applicable)*	1 – 2 days
Approval of submittals by Purchaser	Varies
Fabrication time from receipt of all approvals, fully executed contract, and payment of pre-production and engineering invoice:	8 – 10 weeks
Modernization of elevator system: *(After completion of all required preparatory work by others)*	1 – 2 weeks

Project completion must occur on or before December 31, 2013, or the Purchaser agrees, by executing this Proposal, that the labor and material contained in this Proposal will be subject to escalation based on increased material and labor costs incurred by ThyssenKrupp Elevator.

INSTALLATION SEQUENCE AND SCHEDULE

All work specified herein will be performed during "regular working hours of regular working days as is customary in the elevator industry" defined as 7:30AM to 4:30 PM, except scheduled holidays.

All vertical transportation equipment described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal. Temporary elevator service is not included in this Proposal.

Prior to commencing work, ThyssenKrupp Elevator will provide Purchaser with a written work schedule. That schedule and any changes to it shall be agreed to by both parties' authorized representatives in writing before becoming effective.

WORK NOT INCLUDED

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to ThyssenKrupp Elevator's performance of its work as described in this Proposal. It is Purchaser's sole responsibility to coordinate the performance of these items with ThyssenKrupp Elevator to ensure a successful completion of this project. The following is a list of those items that are not included in this Proposal:

1) Equipment Storage: the provision of a dry and secure area at the project site for storage of the elevator equipment at the time of delivery and the provision of adequate ingress and egress to this area. Any relocation of the equipment as directed by the Purchaser after its initial delivery will be at Purchaser's sole expense;
2) Electrical:
    a) suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Suitable power supply capable of operating the new elevator equipment under all conditions;
    b) the wiring to the controller for car lighting per N.E.C. Articles 620-22 and 620-51;
    c) a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
    d) wiring and conduit from life safety panel or any other monitor station to the elevator machine room or a suitable connection point in hoistway;
    e) a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
    f) a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
    g) automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and
    h) electrical cross connections between elevator machine rooms for emergency power purposes;
3) Machine Room: a legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting and a machine room temperature maintained between 50 and 90 degrees Fahrenheit, with a relative humidity less than 95% non-condensing;
4) Heat and Smoke Sensing Devices: heat and smoke sensing devices at elevator lobbies on each floor, machine room, and hoistways with normally open dry contacts terminating at a properly marked terminal in the elevator controller;
5) Dedicated Telephone Lines: a dedicated telephone line to elevator each controller recognizing that the elevator telephone is required by code to be monitored 24 hours a day, 7 days a week; one additional telephone line per group of elevators for diagnostic capability wired to designated controller;

6) Removal of Obstructions: the cutting and patching of walls, floors, etc. and removal of such obstructions as may be necessary for proper modernization of the elevator(s);

7) Fire Rating: the furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;

8) Flooring: all work relating to the flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;

9) Painting: all painting, except as otherwise specifically included herein;

10) Waterproofing: ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

11) If entrances are replaced: adequate bracing of entrance frames to prevent distortion during wall construction and all sill supports, steel angles, sill recesses, and the grouting of doorsills;

12) If the hydraulic jack is replaced:

    a) the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, ThyssenKrupp Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at ThyssenKrupp Elevator's labor rates as posted in its local office along with the actual cost of any additional material plus 15%;

    b) adequate ingress and egress, including ramping, for a truck-mounted drill rig;

    c) removal of all dirt and debris from each hole location;

    d) in ground protection systems other than ThyssenKrupp Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;

    e) any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;

    f) engineering, provision and installation of methane barriers or coordination/access;

    g) access to 2" pressurized water supply within 100'-0" of the jack hole location;

    h) a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment;

    i) any spoils or water testing; and

    j) the hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. ThyssenKrupp will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. ThyssenKrupp assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.

ASBESTOS AND SAFETY

The Purchaser is solely responsible for the removal and disposal of asbestos containing material at the jobsite. It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser will monitor ThyssenKrupp Elevator's work place and prior to and during ThyssenKrupp Elevator's manning of the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event ThyssenKrupp Elevator's employees or those of ThyssenKrupp Elevator's subcontractors are exposed to an asbestos hazard, PCP's or other hazardous substances, Purchaser agrees to indemnify, defend, and hold ThyssenKrupp Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. The Purchaser is solely responsible for ensuring that any governmentally-required safety provisions will be followed. ThyssenKrupp Elevator reserves the right to discontinue work on the jobsite whenever, in ThyssenKrupp Elevator's sole opinion, its personnel do not have a safe place to work.

PAYMENT TERMS

This Proposal is based on the following payment terms:

Forty percent (40%) of the price set forth on page 1 of this Proposal as modified by options selected from the Section entitled Value Engineering Opportunities & Alternates (if applicable) will be due and payable as an initial progress payment within 30 days from ThyssenKrupp Elevator's receipt of a copy of this Proposal signed by the Purchaser. This initial progress payment will be applied to costs and fees associated with project management, permits, submittals, and raw material procurement and its receipt will trigger the ordering of material to complete the scope of work described on pages 2 and 3.

An additional twenty-five percent (25%) of the price set forth on page 1 of this Proposal as modified by options selected from the Section entitled Value Engineering Opportunities & Alternates (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite, ThyssenKrupp Elevator staging facility, or any other location designated by the Purchaser at its sole expense. ThyssenKrupp Elevator's receipt of payment is required prior to mobilization of its labor associated with the work described on pages 2 and 3.

Thereafter Purchaser shall make progress payments which shall be due not later than the fifteenth (15^{th}) day of each month for labor and materials furnished, as defined above, through the last day of the preceding month. Such payments shall also include any changes to the Proposal amount made by change orders to the extent completed. Time is of the essence.

The remainder of the Proposal amount, including change orders, is due at the time of completion and approval by the local authority having jurisdiction (if applicable), but prior to turnover of the equipment by ThyssenKrupp Elevator to the Purchaser for use. If there is more than one unit that is the subject of this Proposal, final payment shall be made separately as each unit is completed.

ThyssenKrupp Elevator shall retain exclusive ownership and control over all equipment installed and/or modernized pursuant to this Proposal until such time as Purchaser has paid ThyssenKrupp Elevator 100% of the full Proposal amount set forth on page 1 as modified by options selected from the Section entitled Value Engineering Opportunities & Alternates (if applicable) along with all applicable change orders. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

ThyssenKrupp Elevator reserves the right to discontinue its work at any time until payments have been made as agreed, and ThyssenKrupp Elevator has received assurance satisfactory to it that the subsequent payments will be made as they come due. Any payments not paid when due shall bear interest at 1 1/2 % per month or the highest legal rate, whichever is less.

In the event the Purchaser defaults on any payment, or on any other provision of this Proposal, the unpaid balance of the Proposal price (including any change orders), less the cost of completing the work, as estimated by ThyssenKrupp Elevator, shall immediately become due and payable.

TESTS, GOVERNMENTAL APPROVAL, CLEANUP AND PURCHASER INSPECTION

At the conclusion of its work described herein, ThyssenKrupp Elevator will perform safety, full load, Phase I and Phase II Fire Service tests (as applicable) to ensure that the equipment that is the subject matter of this Proposal conforms to applicable codes.

ThyssenKrupp Elevator will provide Purchaser with copies of reports generated in conjunction with completed tests.

ThyssenKrupp Elevator will perform all tests described herein during regular working hours of regular working days as is customary in the elevator industry.

Should the Purchaser require performance of these tests outside the regular working hours of regular working days as is customary in the elevator industry, ThyssenKrupp Elevator will provide Purchaser with a separate and additional proposal to accomplish those tasks at those times at an additional cost.

The price of this Proposal includes one (1) inspection by the local authority having jurisdiction. Should the local authority having jurisdiction refuse to issue written approval to Purchaser to use and operate the equipment due to items that are the responsibility of the Purchaser as set forth in this Proposal or are not specifically included in this Proposal, the Purchaser shall be financially responsible for (A) addressing those items, (B) the cost of the additional

inspection(s) by the local authority having jurisdiction and (C) the labor incurred by ThyssenKrupp Elevator to attend those additional inspections at ThyssenKrupp Elevator's current billing rate as posted at its local office.

Should the Purchaser or the local authority having jurisdiction require ThyssenKrupp Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate ThyssenKrupp Elevator for its time at ThyssenKrupp Elevator's current billing rate as posted at its local office.

ThyssenKrupp Elevator shall not be liable for any damage to the building structure or the elevator resulting from the performance of any tests it shall perform at any time under this Proposal.

At the conclusion of its work, ThyssenKrupp Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in ThyssenKrupp Elevator's sole opinion, is neat and clean.

Upon notice from ThyssenKrupp Elevator that the work described herein has been completed, Purchaser will arrange to complete an inspection of the work with ThyssenKrupp Elevator and will provide Purchaser's final acceptance thereof in writing by Purchaser's duly authorized representative at that time if the work is acceptable. The date and time for such an inspection shall be mutually agreed upon. In no event shall that inspection occur more than ten (10) business days after the date of ThyssenKrupp Elevator's written notice to Purchaser that the work herein has been completed unless both parties agree otherwise in writing. Immediately following its inspection of the work, Purchaser's duly authorized representative shall execute ThyssenKrupp Elevator's "Final Acceptance" form(s) prior to turnover and use of the equipment described in this Proposal. Purchaser shall not unreasonably delay or withhold such final inspection or its written acceptance of the work.

WARRANTY

ThyssenKrupp Elevator warrants the equipment it installs under this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of ThyssenKrupp Elevator's "Final Acceptance" form(s) mentioned above on the express condition that all payments made under both this Proposal and any mutually agreed-to change orders have been made in full, or two (2) years from the date material ships from the manufacturer. This warranty is in lieu of any other warranty or liability for defects. ThyssenKrupp Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that ThyssenKrupp Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will ThyssenKrupp Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give ThyssenKrupp Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, ThyssenKrupp Elevator shall, at its own expense, correct any proven defect by repair or replacement. ThyssenKrupp Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall ThyssenKrupp Elevator be responsible for the performance of any equipment that has been the subject of revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

TERMS AND CONDITIONS

All work described in this Proposal will be performed in a workmanlike manner and will include all labor and material as specified herein.

This Proposal does not include any maintenance, service or repair of the equipment or any other work not expressly described herein. ThyssenKrupp Elevator will submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost.

ThyssenKrupp Elevator retains title to all equipment supplied by ThyssenKrupp Elevator under this Proposal and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of both this Proposal and any mutually agreed to-change orders have been made. In the

event of any default by Purchaser with respect to any payment, or under any other provision of this Proposal, Purchaser authorizes ThyssenKrupp Elevator to take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at ThyssenKrupp Elevator's request, Purchaser agrees to join with ThyssenKrupp Elevator in executing any financial or continuation statements which may be appropriate for ThyssenKrupp Elevator to file in public offices in order to perfect its security interest in such equipment.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Proposal or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. The Purchaser does hereby waive trial by jury and does further hereby consent that venue of any proceeding or lawsuit under this Proposal shall be in the county in which the ThyssenKrupp Elevator branch office that is performing the work in question is located.

ThyssenKrupp Elevator shall not be liable for any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned.

Performance of this Proposal is contingent upon Purchaser furnishing ThyssenKrupp with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment described in this Proposal.

Should loss of or damage to ThyssenKrupp Elevator's materials, tools or work occur at the job site, Purchaser shall compensate ThyssenKrupp Elevator, unless such loss or damage is caused solely by ThyssenKrupp Elevator's negligence.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage liability Insurance coverage will be furnished to Purchaser upon request. The premium for any bonds or insurance beyond ThyssenKrupp Elevator's standard coverage and limits will be an addition to this Proposal's price.

In consideration of ThyssenKrupp Elevator performing the services herein specified, Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, ThyssenKrupp Elevator Manufacturing, Inc., their respective employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to have arisen out of the presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or any equipment located in the elevator machine room and/or hoistways of the project location. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the sole negligence of ThyssenKrupp Elevator and/or its employees. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

Purchaser further expressly agrees to name ThyssenKrupp Elevator Corporation and ThyssenKrupp Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure the above-referenced additional insureds for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the additional insureds' sole negligence or responsibility. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

By executing this Proposal, Purchaser agrees that in no event shall ThyssenKrupp Elevator be liable for any consequential, indirect, incidental, exemplary, special or liquidated damages of any type or kind under any circumstances.

If any drawings, illustrations or other descriptive materials were furnished in conjunction with this Proposal, they were intended solely as approximations and to illustrate the general style and arrangement of equipment being offered and should, under no circumstances, be relied upon for their accuracy.

Purchaser's acceptance of this Proposal and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described. All other prior representations or Proposals, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ACCEPTED:

Purchaser Company Name

By: _____
(Signature of Authorized Individual)

_____
(Printed or Typed Name)

Title: _____ Date: _____

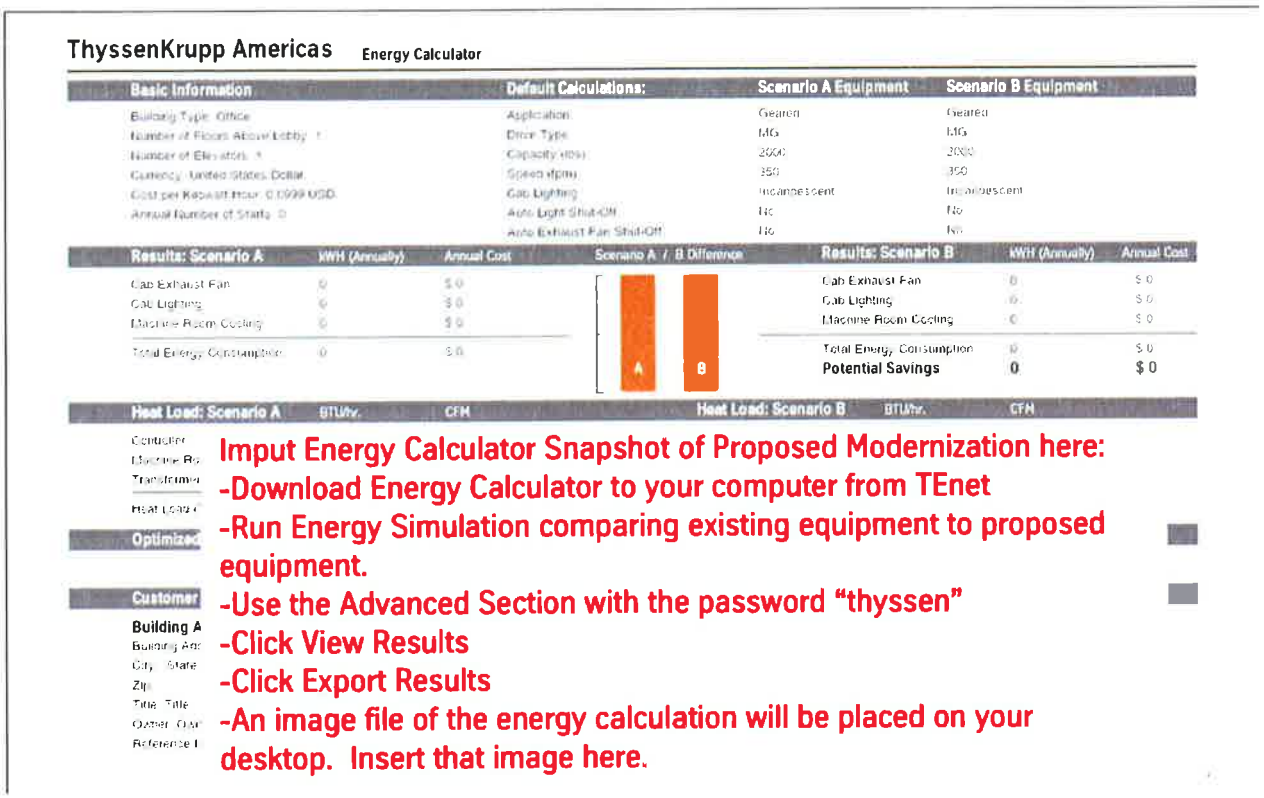
ThyssenKrupp Elevator Corporation
Street Address
City, State & Zip

By: _____
(Signature of TKE Representative)
Enter Your Name
(000) 000-0000

Date: _____

Approved by: _____

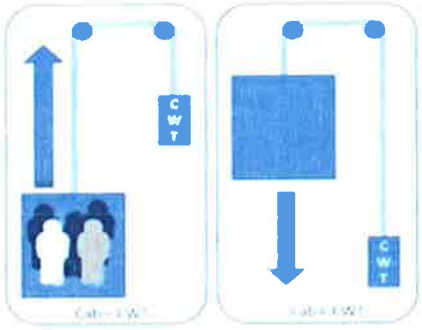
Title: _____ Date: _____



OUR COMMITMENT TO ENERGY EFFICIENCY

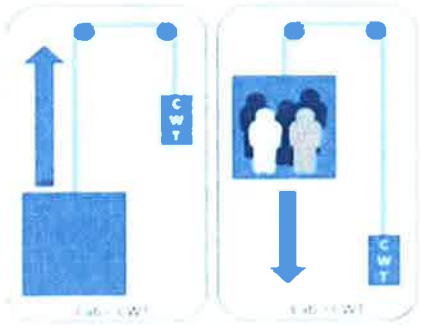
We utilize gravity to regenerate power for your building.

The largest impact of an elevator's life cycle is during its use-phase (after installation is complete) when it is sitting idle with the lights on. Our efforts to promote an automatic light/fan shut off feature for all currently installed and new products has helped us target this inefficiency with tools like our energy calculator and modernization products. The impact that the elevator industry can have on the efficiency of the built environment is astonishing when we realize the potential improvement in updated motor, drive and controller technology can increase energy efficiency rates up to 72%. If elevators use up to 8% of a total building's energy and building use 42% of the energy in the U.S. that is quite the potential impact for one industry. Regenerative drive technology and motor efficiency controllers are just a few more ways ThyssenKrupp can help our customers improve their bottom-line while also helping our planet. Elevators can generate up to 40% of their energy consumption for use by the building.



CONSUMING ENERGY

Full car going up or empty car going down goes against gravity and requires power



REGENERATING ENERGY

Empty car going up or full car going down works with gravity and can generate power

OUR COMMITMENT TO LEED

ThyssenKrupp Elevator is the only elevator company to have LEED accredited professional sales force, and the only manufacturer to offset 100% elevator energy usage.

ThyssenKrupp's commitment to sustainability extends beyond our own realm and into the realm of our customers. To that end, we are committed to helping our customers apply green building strategies to comply with USGBC's LEED rating system. We have over 30 LEED Green Associates and LEED APs with specialties to help you with your LEED project needs. While excluded from two Materials and Resources credits within the New Construction rating system, elevators can play a significant contribution to LEED in large jobs. Please see our LEED matrix which offers a breakdown of elevator specific LEED credits. We are pleased to contribute to energy savings credits and comply with all project construction plans. By implementing LED lighting, auto fan and light shut-off TKE's MRL elevators can apply for an available Innovation in Design point. With LEED AP BD+C employees on staff, TKE is willing to work with our customers on their projects in seeking additional unprecedented points in both the Energy and Atmosphere and Innovation in Design categories for the New Construction rating system as well as Existing Building Operations and Maintenance rating system.

LEED for Existing Buildings Operations & Maintenance

CATEGORY	CREDIT	INTENT	HOW CAN THYSSENKRUPP HELP?
Innovation in Operations	**ID 1** - Innovation in Operations	Provide building operations, maintenance, and upgrade teams with the opportunity to achieve additional environmental benefits beyond those addressed in the rating system.	ThyssenKrupp proactively works with our customers to achieve Innovation in Operations credits. Contact a sales representative for more information.
Energy & Atmosphere	**EA PR 1** - Energy Efficiency Best Management Practices	Promote continuity of information to ensure that energy-efficient operating strategies are maintained and provide a foundation for training and systems analysis.	ThyssenKrupp can provide project teams with real-time elevator traffic monitoring and customizable elevator placement based on peak traffic demand (i.e. elevators at lobby with doors open for morning rush)
	EA 1 - Optimize Energy Efficiency Performance	Achieve increasing levels of operating energy performance relative to typical buildings of similar type to reduce environmental impacts.	ThyssenKrupp's online energy calculator can be used to provide exceptional calculations in energy modeling to add to the Energy Star Performance Rating.
	EA 1 - On-Site and Off-Site Renewable Energy	To encourage and recognize increasing levels of on and off-site renewable energy to reduce environmental and economic impacts associated with fossil fuel energy use.	ThyssenKrupp will purchase 2-yr Renewable Energy Certificates (RECs) for the amount of energy our elevators would consume on behalf of the project to offset our elevator's energy usage.
Indoor Air Quality	**IEQ 1.1** - Indoor Air Quality Management Program	To enhance indoor air quality by optimizing practices to prevent the development of indoor air quality problems in buildings, to maintain the well-being of occupants.	ThyssenKrupp will follow a project's indoor air quality management program when applying paints, coatings, sealants, and adhesives in the building. TKE offers the only low-emitting cab certified by UL in compliance with CA01350
	IEQ 2.1 - Occupant Comfort - Occupant Survey	To provide for the assessment of building occupants' comfort as it relates to thermal comfort, acoustics, indoor air quality (IAQ), lighting levels, building cleanliness and any other comfort issues.	Modernizing elevators can increase occupant satisfaction by improving ride quality, traffic flow, and reducing wait times.

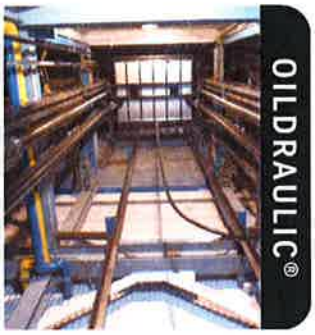
BROCHURE LIBRARY

by the numbers
Modernization Solutions
ThyssenKrupp Elevator's Geared to Gearless Systems
Modernization Solutions
ThyssenKrupp Elevator's HYpower System
TAC 50
TKEnhance MOD Buttons
SUSTAINABLE SOLUTIONS
FOR
EXISTING ELEVATORS AND ESCALATORS
TKEnhance Battery Lowering Kit
TKEnhance Car Doors
TKEnhance Car Top Rail Kit
TKEnhance Cross Axis Panel
TKEnhance Door Restrictor Clutch Kits
TKEnhance Door Restrictor
TKEnhance Firefighter's Service Oper

TKEnhance
Replacement Governors
TKEnhance
HD-LM Door Operator
TKEnhance
HLR³
TKEnhance
Replacement Jacks
TKEnhance
Load Weigher (Cable Stroke)
TKEnhance
MicroLight² Electronic Door Edge
TKEnhance
Oil Buffers
TKEnhance
Power Units
TKEnhance
Roller Guides
TKEnhance
SmartTech II
TKEnhance
Spring Buffers
TKEnhance
TAC50M Digital Controller
TAC 50 M
ThyssenKrupp Elevator

TKEnhance

Battery Lowering Kit



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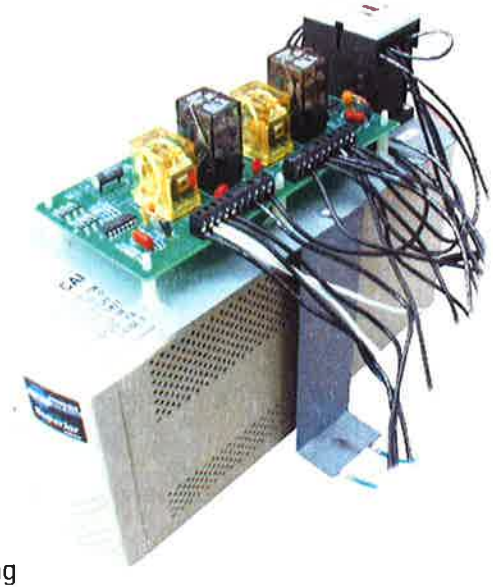


No Power? No Problem.

ThyssenKrupp Elevator's Battery Lowering Kit is a worry-free solution for building owners and managers in the event of a power outage. Available on hydraulic passenger elevators, the emergency lowering system provides supplemental power to the elevator controller. It operates by monitoring the elevator for power loss, phase reversal and low voltage conditions. If any of these conditions occur, the lowering system is activated. It then closes the doors and sends the elevator to the main exit landing of the building and reopens the doors, allowing passengers to exit safely. The elevator returns to normal operation when power is restored.

Features and Benefits

- Specifically designed for hydraulic elevators
- Reliable solid-state circuitry ensures proper operation
- Small, self-contained unit can be mounted on any wall
- Maintenance-free battery
- Improves passenger safety by eliminating the possibility of entrapment during a power outage
- Custom-engineered to operate with your existing controller
- Requires a signal from the main disconnect when power has been removed during maintenance

Getting trapped in an elevator during a power failure can be frightening to the passengers. With a Battery Lowering Kit, you can be confident knowing your equipment is safe for them to ride, even if a power outage occurs. Order a Battery Lowering Kit from your local ThyssenKrupp Elevator representative or call (877) 230-0303 toll free.

ThyssenKrupp Elevator
Americas Business Unit

TKEnhance

Car Doors

v.07.08

Make A Lasting Impression!

Are your elevator doors in need of an extreme makeover? Because you never get a second chance to make a first impression, update your elevators with new car doors from ThyssenKrupp Elevator! Choose from our wide variety of styles to meet your building's décor and demand.

Our standard doors are constructed of durable formed metal with a baked enamel finish. They can be accented with a decorative and functional brushed stainless steel kickplate. Upgradable door finishes include brushed or polished stainless steel or bronze, as well as 5WL patterned stainless steel. Custom finishes are available upon request.

The standard height of ThyssenKrupp Elevator doors is 7'0" (2134), but can be constructed up to 9'0" (2743) high. There are three styles of doors to choose from:

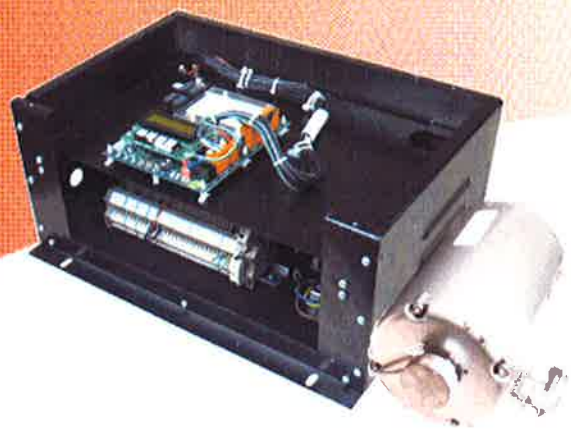
One-Speed	Two-Speed	Center-Opening
Most economical door	Wider opening	Permits quickest entry and exit
Right or Left hand opening	Right or Left hand opening	Symmetrical appearance

You can order your new doors from your local ThyssenKrupp Elevator representative or call (877) 230-0303 toll free.

ThyssenKrupp Elevator
Americas Business Unit

TKEnhance

SmartTech II



v.07.09

Make it Closed Loop!

Over time, door operators may become inefficient and unreliable. Faulty doors are the #1 cause of elevator shutdowns and service calls. Poor door operation also results in car delays, increased waiting time and longer floor-to-floor travel times. The results are frustration, inconvenience, lost time and money.

The solution is ThyssenKrupp Elevator's SmartTech II, which converts just about any manufacturer's door operator to closed loop. Our SmartTech II kit includes a new motor, complete with a digital encoder. This digital microprocessor control system ties directly into your elevator controls. The encoder feedback will track the speed and location of the doors, then it will adjust for changing seasons and weather conditions, heavy lobby doors and other obstacles that may result in poor door operation. The kits are supplied with a car top mounted control box and replacement motor.

Benefits:

- Smoother, more consistent operation
- Faster, floor-to-floor travel times
- Quicker door reversing
- Fewer shutdowns and call backs
- Multi-voltage Input/Output
- Improved productivity due to shorter wait times
- Excellent door performance, regardless of door weight, changing seasons, or weather conditions
- Latest in elevator door operation technology

Adaptable to Existing Control Systems

The SmartTech II is very flexible. Available in 1/3 HP or 1/2 HP AC motors, depending on the application, and is either flange or foot mounted directly to the existing operators. The electronics and motor are powered with a 115 VAC and is capable of interfacing with the following door operators:

- HD-73, HD-91
- Otis 6970, 7300, 7700
- Haughton
- ECI 895, 1000
- Linear door operator
- Dover Type D
- Dover DC-62
- Westinghouse BB2
- Fujitec

Other door operators can be retrofitted if requested. Ask your local ThyssenKrupp Elevator sales representative or call (877) 230-0303 toll free.

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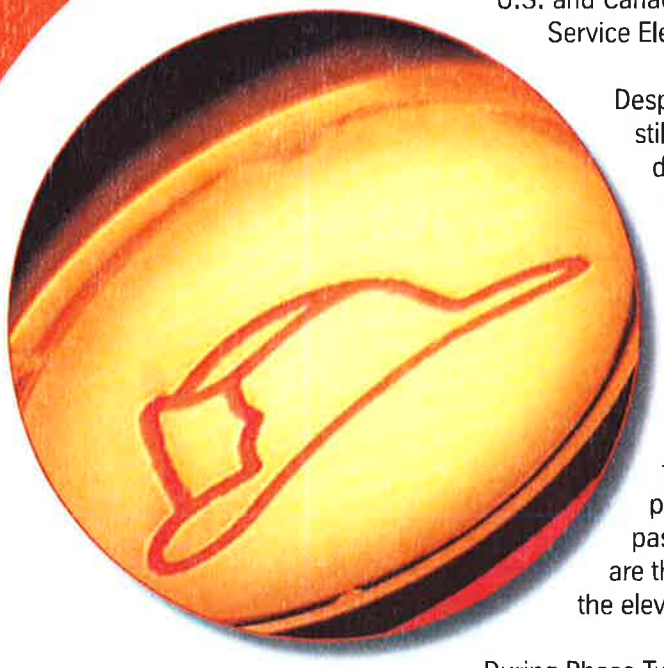
Firefighter's Service Operat

v.04.08

In Case of Fire...



U.S. and Canadian National Elevator Safety Codes require the use of Firefighter's Service Elevator Operation because it saves lives.

Despite all of the warnings and signs placed in a building, many people still head for the elevators in the event of a fire. To make buildings safer during a fire, ThyssenKrupp Elevator's Fire Service Operation takes the elevators out of service immediately. If your elevators are not equipped with Fire Service Operation, they will continue to operate as usual, which could lead to serious injury or death.

How Does It Work?

Firefighter's Service is a lifesaving feature that operates in two phases. In Phase One, activated smoke detectors or hallway keyswitches direct elevators to go to a fire recall floor. Elevators traveling away from this designated landing reverse direction and proceed without stopping. Upon reaching the designated landing, passengers are able to exit the elevator and building safely. The elevators are then removed from normal service. Once removed from normal service, the elevators will no longer accept car or hall calls.

During Phase Two, once the elevator has reached its designated landing and all passengers are safely evacuated, authorized personnel can take exclusive control of the elevator using a special Firefighter's Service Keyswitch. This mode of Fire Service allows firefighters to continue to utilize the elevator to rescue people from other floors.

(more) ➡

ThyssenKrupp Elevator
Americas Business Unit

Firefighter's Service

What Are The Benefits?
Each ThyssenKrupp Elevator Fire Service system is backed by years of expertise. Our Fire Service unit is more reliable and easier to maintain than any other system. And, we can provide a Fire Service kit that will interface with our elevators, as well as other manufacturer's equipment.

In addition, upgrading to ThyssenKrupp Fire Service offers the following benefits:
- Compliance with ASME A17.3-2002 3.11.3
- Enables safe evacuation of passengers in the event of a fire
- Connects to building smoke detectors and fire stations
- Requires only routine maintenance checks after installation

By installing the Firefighter's Service Operation, you are increasing passenger safety and making a sound investment in your building. You can order Firefighter's Service Operation from your local ThyssenKrupp Elevator representative. At no obligation to you, ThyssenKrupp Elevator will conduct a survey of your elevators, determine the proper product for the application and present a proposal to complete the upgrade.

When you order ThyssenKrupp Elevator's Firefighter Service, you can rest assured that you have product that has been designed for superior operation and safety. Contact your local ThyssenKrupp Elevator sales representative or call (877) 230-0303.

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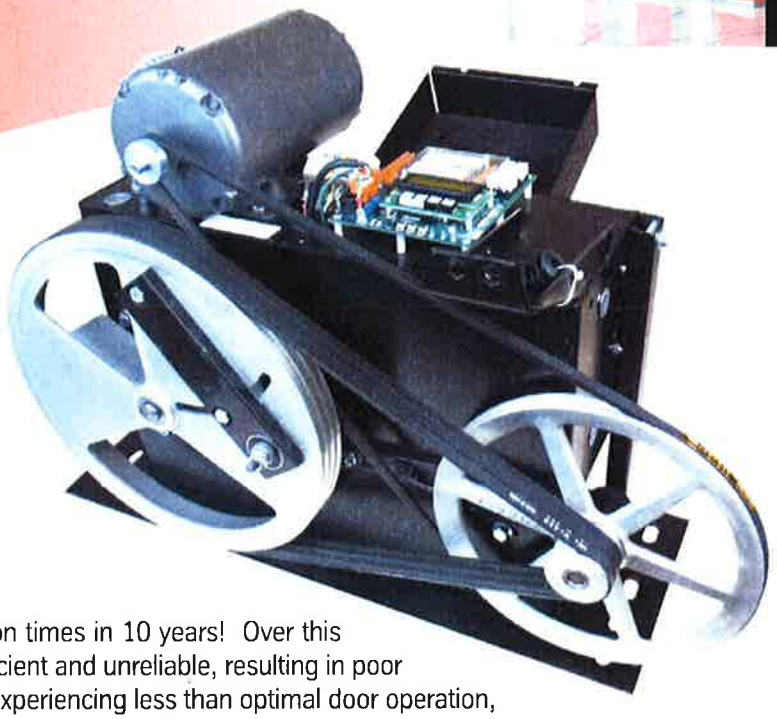
v.7.11

HD-LM Door Operator



A Sound Investment in Your Building's Future!

On average, elevator doors open 1.75 million times in 10 years! Over this period of time, door operators become inefficient and unreliable, resulting in poor operation and increased failures. If you are experiencing less than optimal door operation, the HD-LM Door Operator is the answer to improving your elevator system's performance.

The HD-LM Door Operator is designed to provide solutions to service, repair and modernization applications. The enhanced performance of the HD-LM complies with consultant's specifications. The built-in versatility of this multi-voltage door operator, along with discrete and serial interfaces makes it ideal for all conversions.

Additional benefits include:

- Quick set-up guide
- Closed-loop positioning through high resolution encoder feedback
- Available on dual drive arm for center opening doors
- Improved productivity resulting in shorter wait times
- Excellent door performance, regardless of door weight, changing seasons, or weather conditions

If your elevator door operations are not performing properly, it is time to upgrade to the HD-LM Door Operator. The result will be smoother, faster and more consistent operation with fewer shutdowns and callbacks. Contact your local ThyssenKrupp representative for a no obligation quote. [(877) 230-0303 toll free]

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HLR^3

v.07.09

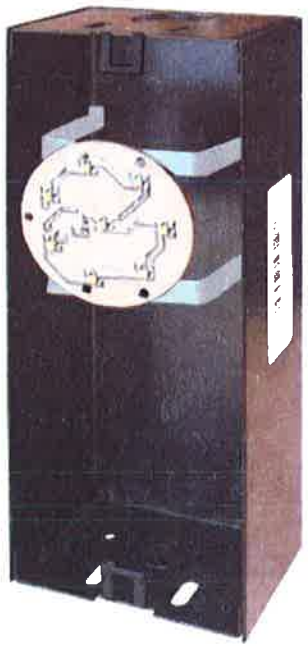
Revamp, Revive and Rejuvenate your Hall Lantern with Innovative Multi-Voltage LED Technology.

The integration of ThyssenKrupp Elevator's renowned technology with the reliability of ultra bright Light Emitting Diodes (LEDs) makes our lantern and chime upgrade the most dependable on the market. The LED illumination has a life span ten times longer than that of incandescent bulbs. By modernizing with the multi-voltage LED technology, you are able to eliminate the maintenance associated with incandescent bulbs.

Features Include:

- Increased illumination with eight ultra-bright white LEDs
- Adjustable electronic tone
- Multi-voltage ranging from 24V to 120V
- Illumination in white, green or red
- Compatible with existing wall boxes and faceplates, allowing for easy installation

When you order parts from ThyssenKrupp Elevator, you can rest assured that you have a product that has been designed for superior performance. Contact your local ThyssenKrupp Elevator sales representative or call (877) 230-0303 toll free.



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MicroLight® Electronic Door Edge

v.04.08

Safeguard Passengers with the Latest Technology

Your passengers can enter and leave your elevator with greater safety and convenience with our MicroLight electronic door edges, which prevent premature closing of elevator doors. Passengers can use the elevator with complete assurance that the doors will not close as they enter and exit the cab.

Safety First

ThyssenKrupp Elevator's MicroLight utilizes a technology that is much more reliable than older mechanical safety edge or photo-electric systems. It interrupts the closing of the elevator doors, then reopens them by using an invisible curtain of infrared light beams to detect any object that may be in the doorway of the elevator.

Each infrared receptor of our MicroLight reopening device is constantly monitored to determine its status. If even one of the beams is broken, the door will not close or will reopen immediately if already closing. The beams are located so close to each other that the MicroLight will detect something as small as a child's hand, resulting in less risk of injury for your passengers.

Features and Benefits:

- Fills doorway with light curtain from floor to 6 feet.
- Eliminates the use of mechanical parts through state-of-the-art technology.
- Increases elevator reliability and reduces door-related failures since there are fewer moving parts.
- Advanced diagnostic capabilities.
- Helps reduce damage and liability.
- Compliance with ASME A17.1 and CSA/CAN-B44 Codes.

Come up to code with ThyssenKrupp's MicroLight electronic door edge and give your passengers peace of mind about your elevators. Contact your local ThyssenKrupp Elevator sales representative or call (877) 230-0303 toll free.

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Car Top Rail Kit

v.7.6

A safe service area.

ThyssenKrupp's Car Top Rail Kit was designed to provide a safe working area on the elevator car top for service mechanics. The kit meets ASME A17.1-2000 Code, which requires special railing if there is more than 12" of space between the car and the adjacent hoistway wall.

Our car top rail kit, designed with heavy-duty Unistrut® modular components, includes all hardware and angle brackets needed for ease of installation.

Benefits:

- 42" high railing for code compliance
- A safer, more stable working platform
- Available in two sizes, easily adapting to most car configurations
- Expansion kits available for larger cars
- In-stock and ready for immediate shipment

With ThyssenKrupp Elevator's car top rail kit, you can rest assured that you are purchasing a high quality product for superior safety. Contact your local ThyssenKrupp Elevator sales representative or call (877) 230-0303 toll free.

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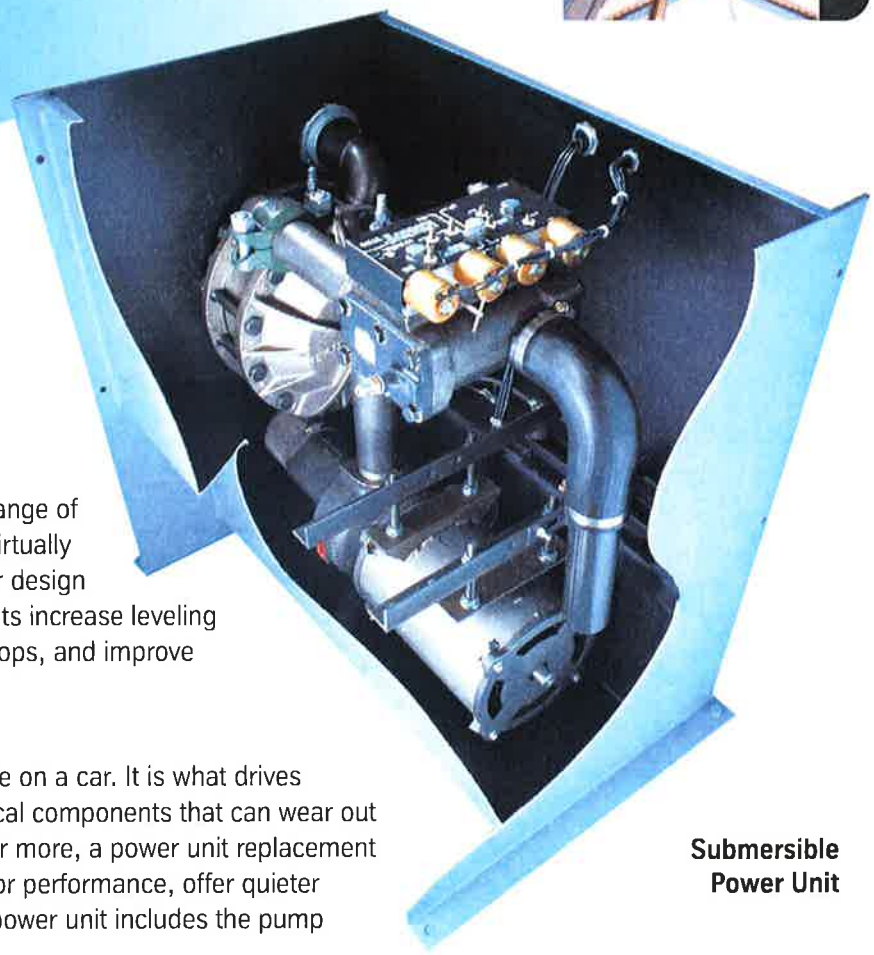
v.7.6

Power Units



Submersible Power Unit

Optimal hydraulic performance.

ThyssenKrupp Elevator offers a wide range of power unit replacements, enhancing virtually any hydraulic application. The superior design and precise operation of our power units increase leveling accuracy, ensure smooth starts and stops, and improve passenger safety.

Why upgrade?

A power unit is equivalent to the engine on a car. It is what drives the elevator. It is made up of mechanical components that can wear out over time. For elevators 10 years old or more, a power unit replacement can reduce downtime, increase elevator performance, offer quieter operation and reduce vibration. Each power unit includes the pump motor, muffler, valve, tank and piping.

Manufactured with Precision.

Certain features of your elevator drive the size of the power unit that you need to specify when ordering a replacement. These features include measurements of the cylinder, elevator capacity, current speed and gross load on the power unit.

Every ThyssenKrupp power unit is built according to the options you choose. It is then pre-adjusted and tested specifically for your job conditions. We also pre-wire your power unit for easy installation.

ThyssenKrupp Elevator
Americas Business Unit

ThyssenKrupp

Power Units

Highest Quality Standards

Since a power unit is a major component of the elevator, all major elevator companies manufacture power units in their factories. The benefits of the ThyssenKrupp product are the quality and precision, as well as the testing, that occurs in the factory prior to shipment.

I-2 Valve

I-3 Valve

Hydraulic elevators only perform as well as the valve. If the flow of oil from the power unit to the jack is erratic, the performance of your elevator will be as well, causing your elevator to level improperly. The solution is ThyssenKrupp Elevator's patented I-Series® valve. The pistons in our I-2® and I-3® valves are machined to reduce friction, making the operation of the elevator smoother, quieter and more consistent.

Silencer

Every valve that leaves our U.S. manufacturing facility is tested for leaks and to ensure that it meets specific pressure and load requirements. A custom-built welded manifold ties the valve to the power unit. These manifolds are tested to twice the working pressure of the jack to ensure proper functionality.

Our exclusive valve, silencer and motor designs contribute to the overall dependability and outstanding performance of the best-selling hydraulic power unit on the market.

Compact and quiet.

Power Units come in two versions, dry and submersible. A submersible unit takes less space by submersing the motor and pump in the tank. This design greatly reduces the noise created during regular elevator operation. ThyssenKrupp's submersible power unit is capable of pumping up to 260 gallons per minute for all motor voltages and is small enough to fit in virtually any machine room.

Ultimate in speed and travel.

A dry power unit provides more power and lifting capability to move larger capacities at higher speeds. ThyssenKrupp Elevator's dry power unit comes complete with an open frame-mounted pump, motor and I-Series valve. The open frame provides ample access to every component, allowing for easier maintenance. Our high output pump and motor combinations are capable of producing up to 350 gallons per minute, available for any voltage.

Dry Power Unit

Power Range Data

Power Unit	Minimum Horsepower	Maximum Horsepower
EP (Submersible)	5	60
CP (Dry)	5	25
AP (Dry)	7.5	75

When you order from ThyssenKrupp, you can rest assured that you have a product that has been designed for consistent operation and superior safety. Contact your local ThyssenKrupp Elevator sales representative or call (877) 230-0303 toll free.

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TAC22

v.7.8

The Smart Choice

When it comes to upgrading hydraulic elevator controllers, ThyssenKrupp Elevator's TAC22 is the controller of choice. Every TAC22 control system is manufactured to meet passenger safety guidelines, fire safety standards and ADA requirements, as well as ThyssenKrupp Elevator's own rigorous standards for quality, performance and reliability. This unique control system has been developed by the industry's leading research and development team specifically for existing hydraulic elevator applications.

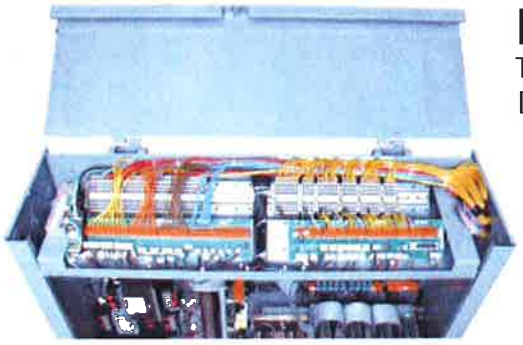
Flexibility and Performance

The flexible design of the TAC22 control system makes it compatible with existing door operators, power units, signal fixtures and other major components. Whether upgrading only the controller or replacing the entire elevator system, the TAC22 offers an economical solution. And with improved, more efficient installation techniques, both downtime and inconvenience are minimized. The TAC22 control system will improve the performance of any brand of hydraulic elevator by increasing reliability and making smarter traffic-handling decisions.

The microprocessor-based system of the TAC22 offers better diagnostic capabilities and easier troubleshooting than other control systems. An on-board owner's service tool provides all the diagnostic equipment required for adjusting, maintaining and trouble-shooting the system.

ThyssenKrupp Elevator
Americas Business Unit

TAC22



Intelligent Monitoring

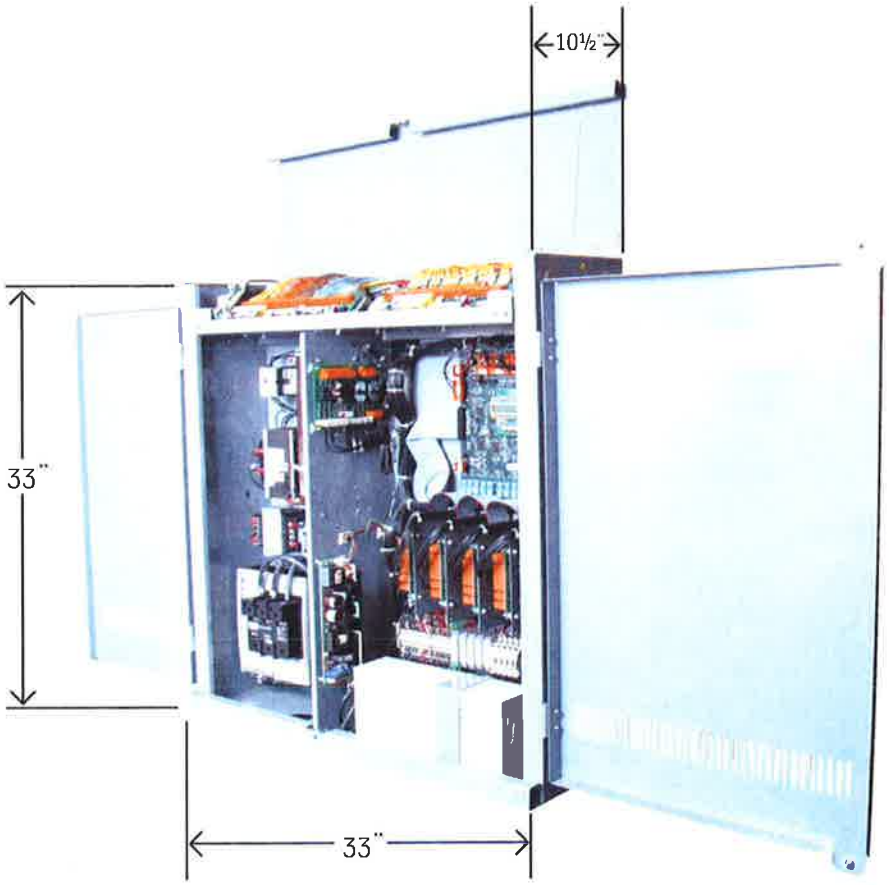
ThyssenKrupp Elevator's computer-based Intelligent Monitoring System [IMS] offers building managers and service technicians the opportunity to monitor elevator actions from anywhere in the building. Through IMS, you can view historical traffic data, run reports and view activities in real-time. IMS increases building security by offering features such as floor lockouts and car call-coded access. In addition, monitoring of both hydraulic and traction elevators can occur at the same time, on the same system.

Planning for Your Future

The TAC22 features flash technology, which allows for simple software modifications through a CPU without the need to install physical components. When you're ready for upgrades or enhancements, the TAC22 will be ready to change with you.

Superior Products, Superior Service

At ThyssenKrupp Elevator, our standards are so stringent that no one comes close to providing more reliable and durable end products. The result? Peace of mind that comes from knowing we're committed to providing you with superior products, along with superior service that is second to none. Contact your local ThyssenKrupp Elevator representative for more details.



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TAC50M Digital Contr

v.06.08

Perfection in performance.

Upgrading to ThyssenKrupp Elevator's TAC50M controllers will improve the performance of your traction elevators, even if they are just a few years old. The TAC50M control system provides the highest degree of flexibility in matching elevator performance to the changing characteristics of passenger demands in tomorrow's buildings. With features such as Destination Dispatch™, Intelligent Monitoring System [IMS], cross-assignment and the flexibility to retain existing equipment, TAC50M modernizations are nearly seamless.

Energy efficiency.
ThyssenKrupp Elevator's 10K Drive™ System is regenerative starting at 30HP, meaning that it recycles unused electricity. In fact, the VVVF system is so energy efficient that its "power factor" approaches 1.0, the perfect operating condition. The power factor is important because it is a measure of how efficiently a device uses energy. The closer to 1.0, the more efficiently your elevator is running.

To encourage efficient use of energy, many utility companies offer discounts or lower rates to customers that generate excellent power factors. Utilizing our 10K Drive can save you up to 35% in energy costs over other drive systems and can assist with obtaining LEED™ certification points.

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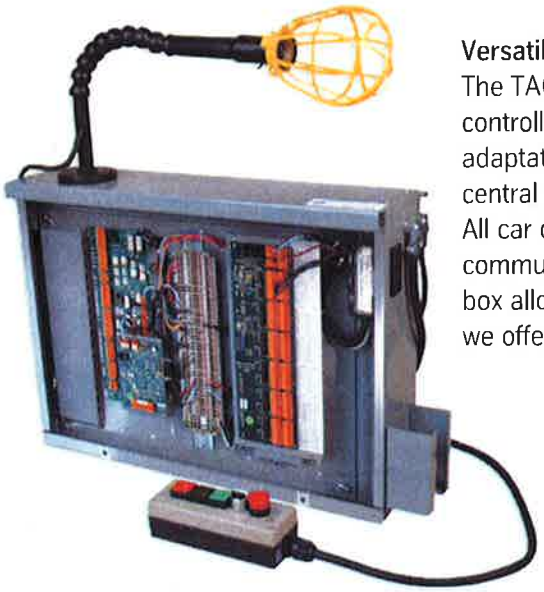
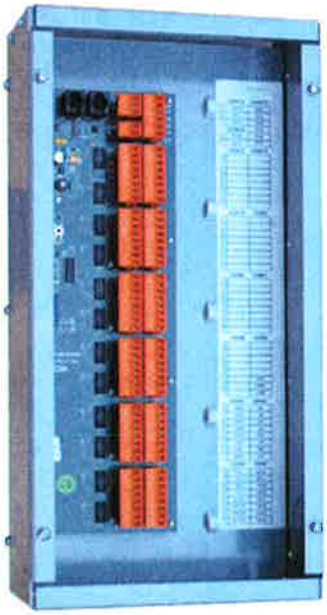
TAC50M Digital Controller



Car Top Interface

Versatility.
The TAC50M offers multiple cabinet sizes to suit your machine room. This controller comes with both a car top box and a machine room box to allow adaptation for virtually any type of modernization project. The car top box, a central junction point, communicates with the controller via a single traveling cable. All car components are wired into the car top box, allowing for discrete or serial communication from all devices, including existing equipment. The machine room box allows communication to hall fixtures, whether new or existing. With TAC50M, we offer solutions that meet all of our customers' fixtures.

Choose ThyssenKrupp.
ThyssenKrupp Elevator continues to set standards so stringent that no one comes close to providing more reliable and durable products. With an extensive background of the latest computerized technologies applied to elevator systems, ThyssenKrupp Elevators' engineers can determine the most logical system to meet the expected requirements for your building while providing flexibility for the unexpected. With ThyssenKrupp Elevator's TAC50M controller, hoisting equipment, cabs and accessory items, you get the finest elevator system available. Let us help you plan your vertical transportation equipment for maximum efficiency and economy.



Machine Room Box

For more detailed information about ThyssenKrupp Elevator's TAC50M controller, or any of its performance enhancements, please contact your local sales representative at (877) 230-0303 toll free. We will gladly survey your existing equipment with no obligation and give you options on how we can improve the performance and appearance of your elevators.

6 ft. Standard Front Entry Cabinet

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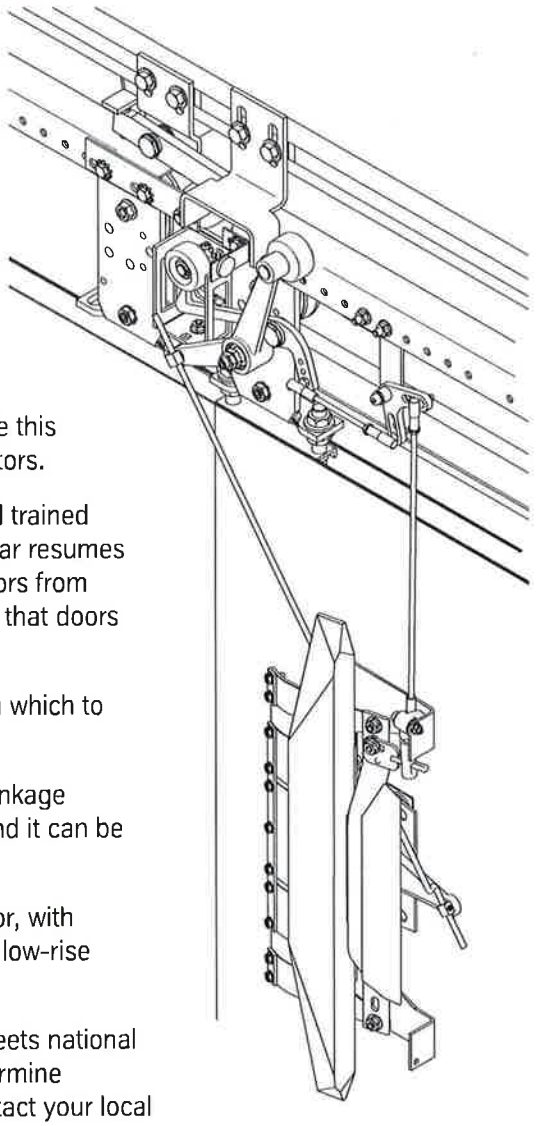
Door Restricto

v.04.08

Evacuation Deterrents

Passengers who become trapped in elevators may try to self-evacuate by opening the car doors between landings, putting themselves at risk of serious injury or death. In an effort to reduce this risk, national codes require evacuation deterrent devices on elevators.



It is important that trapped passengers remain in the elevator until trained personnel arrive or until power is restored to the system and the car resumes normal operation. Door Restrictors, which prevent elevator car doors from being opened if the elevator is outside the unlocking zone, ensure that doors remain closed until appropriate action can be taken.

ThyssenKrupp Elevator offers two options of Door Restrictors from which to choose:

- The Restrictor Clutch is mounted to the car door with a simple linkage arrangement. It is mechanical, so it does not need batteries, and it can be used on all new equipment or retrofit installations.
- A Hoistway Door Restrictor Kit is mounted directly to the car door, with two vanes mounted at each floor. This arrangement is ideal for low-rise applications and once installed, is virtually maintenance-free.

The installation of Door Restrictors improves passenger safety, meets national code and is a sound investment in your building's future. To determine which Door Restrictor configuration best fits your application, contact your local ThyssenKrupp Elevator representative or call (877) 230-0303 toll free.

ThyssenKrupp Elevator
Americas Business Unit

Value Add #3 – Eco & Energy Saving Upgrades

Summary:

- **Pricing control and quality equipment.**
- **Enviromax – Vegetable based Hydraulic Fluid**
- **LED Retro Kits – Lasts 90% longer and halogens**
- **Econolight – Eliminates 60% of wasted Energy**
- **All members will be notified of product availability.**

Detail Description:

- **Products are manufactured in Middleton, TN Facility.**
- **Units are certified by the local authority.**
- **Upgrades are done at the local customer site.**
- **Upgrades are performed by TKE employees, trained and certified by the IUEC.**
- **These products are not proprietary, competition is all major providers.**

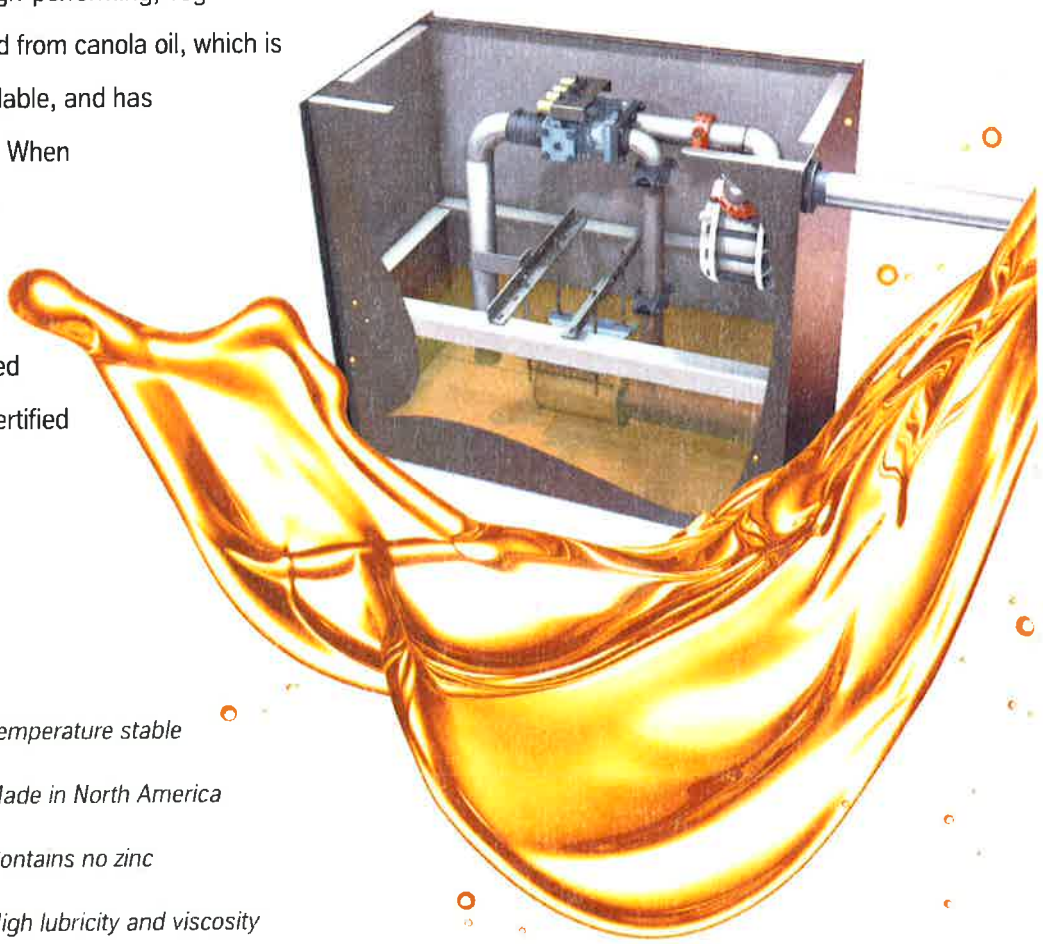
Additional Information and Samples:

- **Enviromax – Exhibit 13**
- **LED Cutesheet – Exhibit 14**
- **Solid Starter Kit – Exhibit 15**
- **Solid Starters – Exhibit 16**
- **Econolight – Exhibit 17**

SUSTAINABILITY PERFORMANCE

ENVIROMAX

enviromax® is the industry's first high-performing, vegetable-based hydraulic fluid. It is formulated from canola oil, which is rapidly renewable, readily biodegradable, and has minimal effects on the environment. When tested at an independent laboratory for aquatic toxicity, the results were well above government standards. It is the only USDA (United States Department of Agriculture) certified biobased product.



- *USDA BioPreferred with 92% Biobased Content*
- *95% petroleum free*
- *100% recyclable*
- *Readily biodegradable*
- *Rapidly renewable*
- *Energy conserving and cost saving*
- *Temperature stable*
- *Made in North America*
- *Contains no zinc*
- *High lubricity and viscosity*

USDA CERTIFIED BIOBASED PRODUCT PRODUCT 92%

ThyssenKrupp Elevator Americas

ThyssenKrupp

SUSTAINABILITY PERFORMANCE

LED RETRO KIT

DOWNLIGHT

The LED retro kit is intended to replace halogen fixtures with LED fixtures utilizing the existing ceiling and space. The standard kit features downlight cans, LED lamps, external 24 VDC power supply, dimming, battery backup, all applicable wiring, and a two-year warranty.

The downlight cans are available in black and brushed stainless steel finish with museum-quality full-spectrum lighting that enhances and compliments cab interiors.

Brushed Stainless Steel

Black

Features

- *Fits 2½" to 2¾" hole size*
- *Lasts 90% longer than halogens, with a life expectancy of 50,000 hours*
- *Mercury free*
- *No UV light*
- *Resistant to vibration and shock*

Benefits

- *Uses 75–90% less energy*
- *75% less heat*
- *Battery backup lighting is brighter, longer-lasting, and standard in every kit*
- *Reduces maintenance costs*
- *2010 A2.17.4 code compliant*

Product Details

Wattage	4.3 W
LED Color	3500k or 4100k
CRI	>80
Luminous Density	260 lm
Efficacy	60 lm/W @ 12V DC

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ThyssenKrupp Elevator Americas

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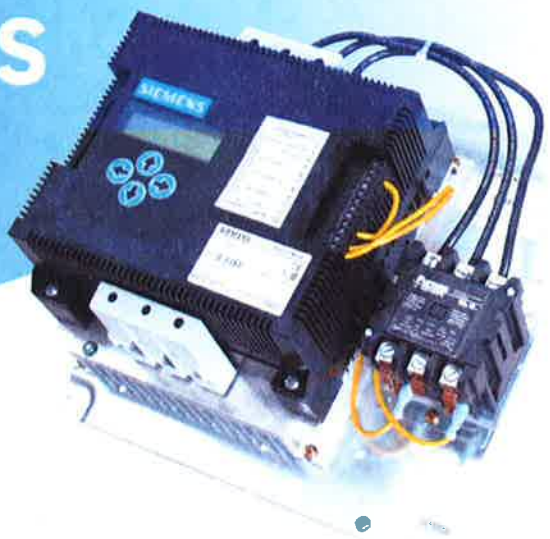
Solid State Starters



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Minimize Power Surges

Why replace contacts when you can upgrade to the reliability of a solid-state starter?

Contacts wear with time and eventually require replacement. Prior to replacement, continual maintenance checks are required to ensure that the contacts are functioning properly. Wear and tear on the contacts may result in malfunctioning equipment or even motor burnout, resulting in a "shutdown" situation. To eliminate this wear & tear, mechanical contacts are quickly becoming a thing of the past. ThyssenKrupp Elevator offers the most advanced elevator starter, which applies smooth and steady current to a motor.

Conventional motor starters can cause power surges, or "spikes", which limit the optimal performance of other systems throughout the building. With solid state starters, sudden power surges are eliminated, thereby reducing the elevator system's impact on electrical equipment in the building. And, solid state starters are flexible, allowing you to select the starting current that is best for your motor.

Benefits:

- Reduced maintenance
- Phase loss protection, preventing motor burnouts and extended shutdowns
- Optimal motor start-up time for shorter floor-to-floor times
- Less severe starting currents, prolonging motor life
- Noise reduction during normal operation, because contacts are eliminated

Turn the page to select the starting current that is best for your motor. Contact your local ThyssenKrupp sales representative or call (877) 230-0303 toll free.

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Americas Business Unit

ThyssenKrupp

Solid State Starters

Choose the ThyssenKrupp Elevator Solid State Starter for your application.

NEW STARTER PANELS	HYDRO 200V	TRACTION 200V	HYDRO 220V	TRACTION 220V	HYDRO 230V	TRACTION 230V	HYDRO 380/400V	TRACTION 380/400V	HYDRO 415V	TRACTION 415V	HYDRO 460V	TRACTION 460V	HYDRO 575V	TRACTION 575V
9739040	5-15 HP	5-10 HP	5-15 HP	5-10 HP	5-20 HP	5-15 HP	5-30 HP	5-25 Hp	5-30 HP	5-25 HP	5-40 HP	5-30 HP		
9739051	20 HP	15 HP	20 HP	15 HP	25 HP	20 HP	40 HP	30 HP	40 HP	30 HP	50 HP	40 HP		
9739087	25-30 HP	20-25 HP	25-30 HP	20-25 HP	30-40 HP	25-30 HP	50 HP 60 HP	40 HP 50 HP	50 HP 60 HP	40 HP 50 HP	75 HP	60 HP		
9739099	40 HP	30 HP	40 HP	30 HP	50 HP	40 HP	75 HP	60 HP	75 HP	60 HP	100 HP	75 HP		
9739129	50 HP	40 HP	50 HP	40 HP	60 HP	50 HP			100 HP	75 HP	125 HP	100 HP		
9739154													7.5 HP 10 HP 15 HP 20 HP 25 HP 30 HP 40 HP 50 HP	7.5 HP 10 HP 15 HP 20 HP 25 HP 30 HP 40 HP
9739166													60 HP	50 HP
9739221											60 HP		75 HP	60 HP
9739233											75 HP		100 HP	75 HP
9739245													125 HP	100 HP
9739257													150 HP	125 HP
9739269	60 HP 75 HP		60 HP 75 HP		75 HP									

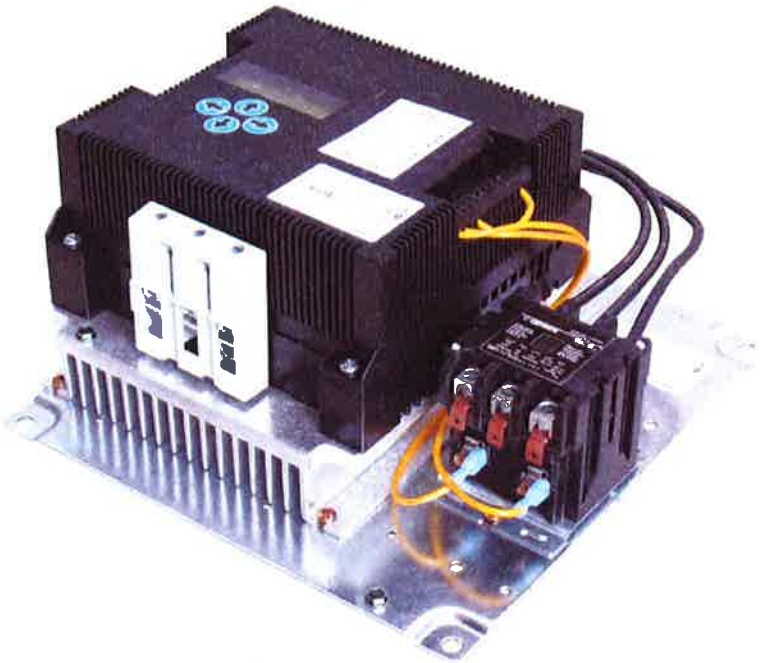
This chart represents 6 and 12 lead soft starters. Contact your parts department for 3 and 9 lead soft starters.

All illustrations and specifications are based on information in effect at time of publication approval. ThyssenKrupp Elevator reserves the right to change specifications or design and to discontinue items without prior notice or obligation. Copyright © 2008 ThyssenKrupp Elevator Corporation.

PERFORMANCE

SOLID STATE STARTERS

Conventional motor starters create power surges ("spikes"), which cannot be detected by mechanical contacts, in a building's electrical feeders. These spikes may limit the optimal performance of computer systems and electrical equipment and may result in malfunctioning equipment or even motor burnout, leading to a shutdown. Solid state starters eliminate sudden power surges, reducing an elevator system's impact on the building's electrical equipment. The component supplies a motor with smooth and steady current, eliminating the large influx of current typically created by older, mechanical starters.



- *No starter contacts used during normal operation*
- *Less severe starting*
- *Reduced stress on the motor windings*
- *Prolonged motor life*
- *Quieter operation*
- *No regular inspection or maintenance required*

ThyssenKrupp Elevator Americas

ThyssenKrupp

SUSTAINABILITY PERFORMANCE

ECONOLIGHT

Econolight is a lighting control device that is designed to conserve energy by turning the lights off in the cab when it has been idle for a designated period of time and other parameters are met.

Econolight is a sustainable solution that eliminates approximately 60% of wasted energy in an idle elevator. Econolight may also be attached to the cab fan to conserve additional energy by shutting it off when the elevator is not in use. With Econolight, energy use could go from 24 hours a day to as little as 9.5 hours a day, reducing CO_2 emissions by 193,000 tons per year.

- *Conserves energy*
- *Increases the value of the elevator and building*
- *Bulbs last longer*
- *5 year or less payback period in energy savings*

ThyssenKrupp Elevator Americas

ThyssenKrupp

Value Add #4 – Telephone Monitoring

Summary:

- **Direct line monitoring**
- **No 3rd party involved, service calls go directly to the service provider**
- **Faster service to contracted members**

Detail Description:

- **Products are manufactured in Middleton, TN Facility**
- **Services performed through TKCommunications in Coppell, TX**
- **TKE employees trained and certified in process for emergency call and dispatch.**

Additional Information and Samples:

- **SoundNet Brochure Exhibit 19**

EMERGENCY COMMUNICATIONS

SOUNDNET® EMERGENCY COMMUNICATIONS. THYSSENKRUPP ELEVATOR OFFERS YOU THE MOST ADVANCED ELEVATOR EMERGENCY COMMUNICATIONS PRODUCTS AND SERVICES.

Technology makes it possible.
Commitment makes it work.™

ThyssenKrupp Elevator
Americas Business Unit

ThyssenKrupp

EMERGENCY COMMUNICATIONS
24-hour elevator emergency monitoring service.

SOUNDNET® EMERGENCY COMMUNICATIONS.

SoundNet: A 24-hour elevator emergency monitoring service.

International Technical Services-Americas' SoundNet Call Center is the centralized dispatch arm of ThyssenKrupp Elevator. Its primary two responsibilities are elevator monitoring and after-hours dispatch. SoundNet monitors elevator telephones 24-hours a day, 365 days a year, dispatching service calls and answering after-hour business calls for ThyssenKrupp branch offices throughout North America.

SoundNet call representatives are trained to handle elevator emergency situations. They will quickly assess the situation and dispatch the proper help. If needed, they will stay on the line, remaining in constant contact with the passenger, assuring them that help is on the way. A digital record of the time, date, and location of each call insures accurate response information. Computerized and hard copy documentation of calls received and action taken protects passengers and building owners.

EMERGENCY COMMUNICATIONS SPECIALISTS.

SoundNet Call Center personnel are highly trained elevator and emergency communication specialists:

- Answering in excess of one million calls annually.
- Handling after-hours emergency dispatch for more than 200,000 units in North America.
- Responding to 80% of all service request calls in ten seconds or less.
- Operating in two sites – the main dispatch center is in Coppell, Texas and the "back-up" center in Irving, Texas.
- Having both English and Spanish speaking capabilities. We also utilize a professional language assistance service, which offers translation services in 130 languages.
- Digitally recording 100% of service request calls to and from the call center.

ADA COMPLIANT EMERGENCY TELEPHONES.

ThyssenKrupp Elevator offers superior equipment in ADA phones. Designed for ease of use by the hearing, speech, or sight impaired, these "hands-free" phones are activated by pushing a single button. Two-way communication is then automatically established with the monitoring station. When programmed to SoundNet's emergency service, a series of DTMF tones immediately relays your building's location and elevator number to a SoundNet call representative.

A visual indicator on the phone informs the user that the call went through and help is on the way.

MAKE THE SOUNDNET CONNECTION.

Integrate all of your elevator emergency communications needs. SoundNet provides a cost-effective way to meet all ADA requirements, insuring quick, accurate responses to elevator emergencies that can reduce your liabilities exposure. SoundNet services can be incorporated into a customer's existing maintenance agreement, or billed separately. Either way, making the SoundNet connection will provide you with a single source for taking care of all of your elevator's emergency communications needs.

All illustrations and specifications are based on information in effect at time of publication approval. ThyssenKrupp Elevator reserves the right to change specifications or design and to discontinue items without prior notice or obligation.

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ThyssenKrupp Elevator Corporation

ThyssenKrupp Elevator
P.O. Box 2177
Memphis, TN 38101
Tel: 877-230-0303 (Toll Free)

thyssenkruppelevator.com

TKE SDNET 0207 GSI PRINTED IN USA

Appendix H:

ADDITIONAL REQUIRED DOCUMENTS

DOC #1	Clean Air and Water Act
DOC #2	Debarment Notice
DOC #3	Lobbying Certification
DOC #4	Contractors Requirements
DOC #5	Antitrust Certification Statement

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

DOC #6	Ownership Disclosure Form
DOC #7	Non-Collusion Affidavit
DOC #8	Affirmative Action Affidavit
DOC #9	Political Contribution Disclosure Form
DOC #10	Stockholder Disclosure Form

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

Clean Air and Water Act

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: ThyssenKrupp Elevator

Title of Authorized Representative: National Account Manager

Mailing Address: 114 Town Park Dr Suite 300 Kennesaw, GA 30144

Signature:

DOC #2

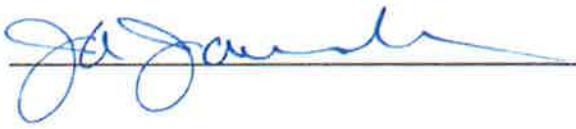
Debarment Notice

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: ThyssenKrupp Elevator

Title of Authorized Representative: National Account Manager

Mailing Address: 114 Town Park Dr Suite 300 Kennesaw, GA 30144

Signature: 

DOC #3

LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature of Respondent

6/25/15
Date

DOC #4

CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Signature of Respondent

6/25/15

Date

DOC #5

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Vendor Jeff Jaudes
ThyssenKrupp Elevator

Address 114 Town Park Dr Suite 300
Kennesaw, GA 30144

Phone 972-365-6128

Fax 866-385-5571

Offeror
Signature
JEFF JAUDES
Printed Name
National Account Manager
Position with Company

Authorizing Official
Signature
Jeff Jaudes
Printed Name
National Account Manager
Position with Company

DOC #6

OWNERSHIP DISCLOSURE FORM

(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: ThyssenKrupp Elevator

Street: 114 Town Park Dr Suite 300

City, State, Zip Code: Kennesaw, GA 30144

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Jeff Jaudes *, an authorized representative of* ThyssenKrupp Elevator Corporation *, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
ThyssenKrupp Elevator Corporation is a wholly owned subsidiary of ThyssenKrupp Americas Corp.		
None		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

6/25/2015
Date

Authorized Signature and Title

DOC #7

NON-COLLUSION AFFIDAVIT

Company Name:
Street:
City, State, Zip Code:

State of New Jersey

County of HUDSON

I, KIM MATTHEWS *of the* CRANFORD
Name *City*

in the County of MIDDLESEX, *State of* NEW JERSEY *of full age, being duly sworn according to law on my oath depose and say that:*

I am the VICE-PRESIDENT *of the firm of* THYSENKRUPP
Title *Company Name*

the offeror making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

THYSSENKRUPP
Company Name

Authorized Signature & Title

Subscribed and sworn before me

this 23rd day of June, 2015

Notary Public of New Jersey
My commission expires June 5, 2017
SEAL

NICOLE BUCHANAN
Notary Public - State of New Jersey
Commission # 2421565
My Comm. Expires June 5, 2017

DOC #8

AFFIRMATIVE ACTION AFFIDAVIT

(P.L. 1975, C.127)

Company Name: THYSSENKRUPP
Street: 125 MOEN AVE.
City, State, Zip Code: CRANFORD, NJ 07016

Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

1. *A photo copy of their Certificate of Employee Information Report* _____

OR

2. *A complete Affirmative Action Employee Information Report (AA302)* _____

Public Work – Over $50,000 Total Project Cost:

A. *No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education* _____

B. *Approved Federal or New Jersey Plan – certificate enclosed* _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

6.23.2015
Date

JM Matthews - DISTRICT VICE-PRESIDENT
Authorized Signature and Title

RECEIVED
MAY 01 2014
THYSSENKRUPP ELEVATOR

State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM
P.O. BOX 206
TRENTON, NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a $75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and $150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

Certification 1303

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAY-2014 to 15-MAY-2017

THYSSENKRUPP ELEVATOR AMERICAS
5925 TILGHMAN STREET
ALLENTOWN PA 18104

Andrew P. Sidamon-Eristoff
State Treasurer

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

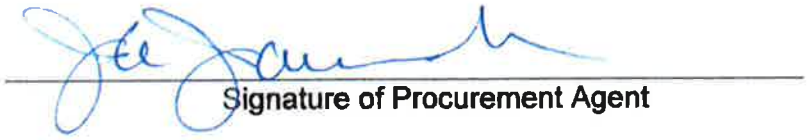
The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges,

universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

DOC #9

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	ThyssenKrupp Elevator		
Address:	114 Town Park Dr Suite 300		
City:	Kennesaw	State: GA	Zip: 30144

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Jeff Jaudes	National Account Manager
	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
No Political Contributions were made.			$

☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of _____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			$

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #10

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 2__

(Notary Public)

My Commission expires

_____
(Affiant)

_____
(Print name & title of affiant)

(Corporate Seal)

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

Please see Tab 6 Pages 4-13 Thyssenkrupp Elevator holds this pricing information for the members a trade secret and would like to be considered from release through the Public Information Act. We are requesting this to keep our competitors from accessing our pricing. We have no issue with the membership having access to this pricing information.

June 25,, 2015

Date

Authorized Signature & Title
Jeff Jaudes, CEI
National Account Manager

Maintenance Agreement - In Reference to TCPN contract
for the Protection of Vertical Transportation Equipment

A. THIS AGREEMENT (hereinafter "Agreement") made and entered into on this _____day of _____, 2015 by and between _____ _____, having an address of _____ _____(hereinafter referred to as "Purchaser"), and, ThyssenKrupp Elevator Corporation, a Delaware corporation, having an address of 114 Townpark Drive, Kennesaw, Georgia 30144 (hereinafter referred to as "Contractor"). In consideration of the mutual covenants contained herein, Contractor agrees to perform the services described herein and Purchaser or its members agree to pay the amounts described herein, all on the terms and conditions set forth in this Agreement.

WHEREAS,

B. The Purchaser is engaged in the ***DESCRIBE*** business either as a real property owner or manager (or as a part in joint ventures or consortiums to that effect); and

C. The Service Provider is engaged in the business of servicing and repairing elevators, escalators and other vertical transportation equipment.

NOW THEREFORE, the Parties hereto agree as follows:

1. BACKGROUND

The Purchaser and the Service Provider desire to enter into this Agreement as a long term commitment for the maintenance and repair of Purchaser's vertical transportation equipment as further described in this Agreement. Under the Agreement the Purchaser may issue written requests to the Service Provider to provide certain vertical transportation maintenance services at locations controlled by Purchaser (hereinafter referred to as "NFA Location Riders"). The Agreement is to provide an umbrella for those location-specific written requests for vertical transportation maintenance services issued by the Purchaser.

2. GOVERNING DOCUMENTS

The following documents form and are an integral part of this Agreement and are to be taken as mutually explanatory of one another. In the case of any ambiguity or discrepancy between the documents forming the Agreement, then the priority of the documents will be in the order as listed below, unless otherwise agreed in writing between the parties:

(a) Each individual NFA Location Rider (as specified at the time of ordering by the Purchaser). An NFA Location Rider shall be considered "Accepted" if it is fully executed by a duly authorized representative of both the Purchaser and the Service Provider and provided to the Service Provider;
(b) This Agreement;
(c) Any other document mutually agreed and signed by the parties, forming part of this Agreement.

3. PERFORMANCE

Service Provider will provide the services and/or scope of work applicable to all vertical transportation equipment described on any fully executed and properly delivered NFA (the "equipment") on the terms and conditions set forth in this Agreement (the "Services"). The term "Property" hereinafter will refer to the real property of the Purchaser on which the equipment is located. Service Provider will use trained personnel directly employed and supervised by Service Provider or sub-contractors. They will be qualified to keep Purchaser's equipment properly adjusted, and they will use all reasonable care to maintain that equipment in proper operating condition. Service Provider will regularly and systematically examine, adjust and

lubricate as required, and, in Service Provider's sole opinion, if conditions warrant, Service Provider will repair or replace all equipment parts and devices not specifically excluded by this Agreement.

The Services shall be performed in a diligent and first class manner, with quality supplies, materials, equipment and workmanship and in such a manner so as to minimize the possibility of any annoyance, interference, or disruption to tenants or other occupants of the Property and their invitees. Upon completion of the Services, Service Provider shall restore the Property to its original condition and shall leave the Property clean and free of all tools, equipment, waste materials and rubbish.

Service Provider will service Purchaser's equipment and its component parts in their present condition with the understanding that Service Provider shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of negligence, obsolescence, misuse of the equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Service Provider's control, except ordinary wear and tear from the commencement date of this agreement. With the passage of time, equipment technology and designs will change. If any part or component of any equipment described in a NFA cannot, in Service Provider's sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. Purchaser will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, Service Provider will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will Service Provider be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Any work not specifically covered under this agreement shall be at Purchaser's sole expense.

The Service Provider may propose changes to the Services by informing the Purchaser in writing. To be binding, such changes must be approved by authorized representatives of both parties in writing. The Parties may also, at any time, agree to add new Services at agreed prices to be covered by this Agreement. To be binding, such additions must be approved by corresponding authorized representatives of both parties in writing.

Pledge of Purchaser Satisfaction

3.1 In the event that Purchaser elects to undertake an audit of the service provided under this Agreement and any NFA Location Rider, such audit must be announced in writing at least ten (10) working days in advance. If any non-compliance is identified in writing to the Service Provider at the address set forth in this Agreement, whether pursuant to an audit or under any other circumstances, the Service Provider will begin to take appropriate measures to remedy such non-compliance within thirty (30) days thereafter.

3.2 The Purchaser and the Service Provider shall appoint appropriate personnel to meet regularly at local and global levels and at such intervals as is deemed necessary to enable the parties to discuss and review the performance of both parties of their respective obligations under this Agreement and any NFA Location Rider. The reviews will take place in order to:

a) Monitor the effectiveness and efficiency with which this Agreement and any IFA Location Rider are being implemented;
b) Agree to mutual objectives and timescales;
c) Assess the overall performance of this Agreement by each party;
d) Review business implications, targets and risks;
e) Review whether this Agreement is being conducted in the spirit it was intended; and
f) Assess, under this review process, the need to amend or update the performance criteria included in this Agreement.

4. INDEPENDENT CONTRACTOR RELATIONSHIP:

Service Provider shall assume all duties under this Agreement as an independent contractor, and shall not be deemed for any purpose to be an agent, servant, or representative of Purchaser. Purchaser shall have

no direct control of Service Provider, its agents, or subcontractors in the performance of the work hereunder. Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.

5. **BY HIGHLY-TRAINED SERVICE PROVIDER PROFESSIONALS:**

Service Provider employs and supervises elevator technicians who are among the most trusted in the industry and who will provide all maintenance courteously and dependably. Service Provider's elevator technicians receive ongoing training in general equipment development as well as advancements made to Purchaser's specific equipment.

6. **ASSURANCE OF SERVICE PROVIDER'S STANDARD OF QUALITY:**

To help increase elevator performance and decrease downtime, Service Provider's technicians utilize the latest industry methods and technology available to Service Provider for Purchaser's specific brand of equipment. They will be equipped with the tools, documentation and knowledge to troubleshoot Purchaser's unique system.

Behind Service Provider's technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field support experts. Service Provider's International Technical Support facility in Texas continuously researches advancements in the industry and in Purchaser's equipment.

7. **EXTENT OF COVERAGE:**

Service Provider will perform the following Services with respect to any equipment described on any fully executed NFA Location Riders:

7.1 TRACTION ELEVATORS:

Service Provider agrees to and shall maintain the traction elevator equipment described on any NFA Location Riders on the following terms and conditions:

7.1.1 Service Provider will use trained employees directly employed and supervised by Service Provider. Such employees shall be qualified to keep the Equipment properly adjusted, and Service Provider will use all reasonable care to maintain the Equipment in proper and safe operating condition.

7.1.2 Service Provider will regularly and systematically examine, adjust, clean and lubricate the following as required, and if conditions warrant, repair or replace the same:

7.1.2a Machine worm gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contact linings and component parts;

7.1.2b Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings;

7.1.2c Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers, and all control components;

7.1.2d Controller, selector and dispatching equipment, leveling devices and cams, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, steel selector cable or tape, and mechanical and electrical driving equipment;

7.1.2e Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws;

7.1.2f Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheaves assembly, counterweight and counterweight guide shoes including rollers or gibs;

7.1.2g Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices and all fastening devices and associated reinforcement in attached components;

7.1.2.h Hoistway entrance door sill areas beyond the entrance frame opening; will be cleaned.

7.1.2i Automatic power operated door operator, car door hanger, car door contact, door protective device, car ventilation system platform, load weighing equipment, car safety mechanism, elevator car guide shoes, gibs or roller;

7.1.3 Service Provider shall maintain the individual minimum performance standards defined below:

7.1.3a "Start to Stop Time" as measured from the moment the car begins motion till the time it stops for a single floor run.

7.1.3b "Door Open Time" as measured from the fully closed door position to a fully open stopped position.

7.1.3c "Door Close Time" as measured from the fully open door position to a fully closed stopped position. Door closing pressure shall not exceed 30 lbs.

7.1.3d "Leveling Accuracy" as measured from car sill to landing sill at a fully stopped position under all load conditions.

7.1.3e "Rated Speed" as the same shall be that noted and shall not vary by more than 5% regardless of direction or load.

7.1.4 Service Provider shall maintain the Rated Speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer and perform the necessary adjustments as required to maintain the original Door Open Time and Door Close Time, within limits of applicable codes, or to adjust and maintain revised Door Open Time and/or door close Time upon direction of Purchaser.

7.1.5 Service Provider shall maintain smooth ride quality, smooth acceleration and deceleration and comfortable stop.

7.1.6. Service Provider shall maintain positive and quiet door operation with rapid and smooth checking at limits of travel. Service Provider shall annually, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer or to adjust and maintain revised settings upon direction of Purchaser.

7.1.7 Service Provider shall examine periodically all safety devices and governors and conduct an annual no-load test.

7.1.8 Service Provider shall calibrate load-weighing devices to Purchaser's selected settings, after annual and, as applicable, five-year safety tests are conducted.

7.1.9 Service Provider shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, lubricate ropes appropriately and when necessary remove all residue and accumulated deposits from the rope surface and shorten ropes and chains as required to provide legal and reasonable bottom clearances.

7.1.10 Service Provider shall repair or replace conductor cables and hoistway and machine room elevator wiring in such a way as to maintain the percentage of spare conductors present at the acceptance of the NFA Location Rider. In no case shall the number of spare conductors be less than 5%.

7.1.11 Service Provider shall furnish lubricants compounded to the manufacturer's rigid specifications.

7.1.12 Service Provider shall make other safety tests recommended or directed by all applicable governmental authorities in force at the time of the acceptance of the NFA Location Rider. Service Provider shall not be required to install new attachments on the elevators recommended or directed by insurance companies, or by governmental authorities, nor to make replacements with parts of a different design recommended or directed by insurance companies, or by governmental authorities.

7.1.13 Service Provider shall coordinate all testing requiring an independent witness or inspector with the Purchaser's appointed representative.

7.1.14 Service Provider shall not be required to make renewals or repairs necessitated by reason of Purchaser's negligence or Purchaser's misuse of the Equipment or by reason of any other cause beyond Service Provider's reasonable control except ordinary wear and tear.

7.1.15 Service Provider shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment:

7.1.15a All handicap devices;

7.1.15b All elevator related earthquake devices if applicable

7.1.16 Service Provider shall have no responsibility for the following items of Equipment, which are not included:

7.1.16a the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this Agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2 HYDRAULIC ELEVATORS:

Service Provider agrees to and shall maintain the hydraulic elevator equipment described on any fully executed NFA Location Riders under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to hydraulic elevators, with the following additions:

7.2.1 Service Provider shall have no responsibility for the following items of Equipment in addition to those listed in provision 7.1.16a above: the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, hydraulic elevator jack, hydraulic elevator outer casing, any type of underground piping or other material, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2.2 Filters, mufflers and muffler components are included.

7.2.3 Service Provider shall periodically examine all safety devices and conduct pressure tests and other tests required by ANSI A1 7.1 or other applicable codes.

7.2.4 Service Provider shall periodically conduct an inspection of hydraulic fluid to detect contaminants and assure proper viscosity, make necessary corrections and replace fluid as required and furnish hydraulic fluid compounded to the manufacturer's rigid specifications.

7.2.5 Service Provider shall clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

7.3 ESCALATORS:

Service Provider agrees to and shall maintain the escalator equipment described on any NFA Location Riders under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to escalators, with the following additions:

7.3.1. Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers and operating rectifier;

7.3.2 Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks;

7.3.3 Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings, lower newel bearings;

7.3.4 All balustrade fastenings, deck and trim fastenings (screws, clips, etc.);

7.3.5 Skirt panels and panel finishes;

7.3.6 Escalator under-step lighting and balustrade panel and skirt lighting;

7.3.7 Upper and lower pit equipment spaces, pit lights, trusses and inclined truss pans.

7.3.8 Service Provider shall examine periodically (at intervals not longer than six months) all normal operating devices and equipment in accordance with ANSI A17.1, Section 1007 and conduct annual inspections and tests of all safety devices, brakes, step up thrust devices and governors in accordance with ANSI A17.1, Section 1008. If required, the governor will be calibrated and sealed for proper tripping speed.

7.3.9 Service Provider shall have no responsibility for the balustrade finishes, deck and trim finishes, wedge guards and exterior truss enclosures.

8. PARTS INVENTORY

Service Provider maintains a comprehensive parts inventory to support its field operations. Replacement parts are stored throughout North America in Service Provider's facilities and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in Purchaser's vertical transportation equipment will be new or refurbished to meet the quality standards of Service Provider.

9. TESTING

Service Provider will, at its discretion and expense, perform governor and safety tests on traction elevators or annual relief pressure tests on hydraulic elevators per local and State codes. Service Provider assumes no responsibility for the operations of the governor or safety on traction elevators, or the hydraulic system on hydraulic elevators, under the terms of this Agreement until all applicable and governmentally-mandated tests have been made. Should the systems not meet applicable safety code requirements, it shall be the responsibility of the Purchaser, at its sole cost, to make necessary repairs and to place the equipment in a condition, which will be acceptable for coverage under the terms of this Agreement. Service Provider shall not be liable for damage to the building structure or the elevator resulting from any testing of any type or kind at any time.

10. COMPLIANCE WITH LAWS:

The rights and duties arising under this Agreement shall be governed by the laws of the State in which the Property is located. In performing the Services required under this Agreement, Service Provider shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations. In the event that any portion of this Agreement is determined to be against public policy or statute, then all other provisions shall remain in full force and effect.

11. TERM:

Service under the terms and conditions of this Agreement shall be for an initial non-cancelable period of five (5) years commencing on _____ and shall automatically be renewed for successive five (5) year periods thereafter, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial five (5) year period, or ninety (90) days before the end of any subsequent five (5) year renewal period. Time is of the essence.

The term (length of contract) of maintenance agreements signed under the TCPN Contract may exceed the term of the TCPN Agreement. The terms and conditions of the TCPN Agreement in effect at the date the maintenance agreement is signed will remain in effect for the duration of members local maintenance agreement. Maintenance Agreements can be as long as the TCPN members request provided they are in accordance with local laws and regulations.

All work is to be performed during our regular working hours of our regular working days unless otherwise specified below.

This contract includes callback service during our regular working hours.

For any overtime work requested by the Purchaser, Purchaser agrees to pay us for the difference between regular and overtime labor at our usual billing rates.

12. AFTER HOURS WORK

All Services are to be provided during Service Provider's regular working hours of its regular working days unless otherwise specified below.

For fully executed NFA Location Riders with specified Properties marked as "**Gold,**" for any overtime work requested by the Purchaser, Purchaser agrees to pay Service Provider overtime labor at Service Provider's normal billing rates, including travel time, travel expenses, and time spent on the Property.

For fully executed NFA Location Riders with specified Properties marked as "**Platinum,**" for any overtime work requested by the Purchaser, Purchaser agrees to pay Service Provider for the difference between regular and overtime labor at Service Provider's normal billing rates, including travel time, travel expenses, and time spent on the Property.

For fully executed NFA Location Riders with specified Properties marked as "**Platinum Premier,**" for overtime calls involving one mechanic, Service Provider will include Service Provider's services at no additional cost.

13. PRICING:

The price of Contractor's service as herein stated shall be (See Pricing Sheets) per month, payable in advance. The price as set forth herein is subject to increase in the event the existing equipment is modified from its present state. A service charge of 1 ½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. Time is of the essence.
The Monthly Payment Amount shall be subject to review and adjustment for maintenance agreements at the end of each 12 month period thereafter or beginning with expiration of any maintenance period on Equipment. 80% of the Agreement price shall be adjusted to reflect any increase or decrease in labor costs based on the straight time rate of elevator mechanics in the local area where the Property is located. The remaining 20% shall be adjusted to reflect any increase or decrease in material costs based on the Producer

Price Index for Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. Total price escalations shall be no more than 5% in any one (1) year period. Contractor shall provide thirty (30) day advance notification to Purchaser of pending price adjustment for both labor and material. Pricing Schedules will be adjusted annually on Jan. 1 of each year to coincide with the wage adjustments.
The words "fringe benefits" mean employee benefits granted in addition to direct hourly labor rate, and include, but are not limited to, accruals for pensions, vacations, paid holidays, group life and group health insurance. Fringe benefits shall not include any direct or indirect costs based on labor.

This Agreement is subject to the terms and conditions herein, all of which are hereby accepted.

14. INDEMNITY AND LIABILITY:

Contractor shall hold harmless and indemnify Purchaser, its managing agent, and employees against all loss or liability, demands, judgments, expenses (including attorney's fees), claims or actions based upon or arising out of damages or injury (including death) to persons or property, including property owned, leased or borrowed, incurred by or sustained in connection with the performance of this Agreement to the extent caused by the acts, omissions, or negligence of Contractor, its subcontractors, managing agents, servants or employees, or based upon Contractor's violation of any statute, ordinance, building code or regulation. Contractor's obligations under this paragraph do not include any injuries or damages, if any, that arise out of or result from the negligence or concurrent negligence of Purchaser, its managing agent, or other indemnitee.

Contractor shall also indemnify Purchaser and Purchaser's managing agent against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Contractor's employees engaged in the performance of the Services or otherwise in connection with this Agreement.

Contractor shall not be liable for any damages or delays caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any other cause beyond its control, and in no event shall Contractor be liable for special, indirect or consequential damages.

15. INSURANCE REQUIREMENTS:

At its sole expense, Service Provider shall carry and maintain throughout the term of any fully executed NFA Location Rider the insurance described below. The all risk and liabilities policies must each contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to Purchaser.

Before the commencement of the Services, Service Provider shall submit to Purchaser a Certificate of Insurance showing that all insurance requirements have been met. If any policy expires during the term of any fully executed NFA Location Rider, it shall automatically be renewed and a new Certificate of Insurance shall be sent immediately to Purchaser.

Workers' Compensation	Statutory Limits
Employer's Liability	$1,000,000 each accident $1,000,000 policy limit-disease $1,000,000 disease-each employee
General Liability	

This shall include all major divisions of coverage and be on a commercial occurrence form. It shall include premises operations, products and completed operations, contractual, and personal injury.

Limits Primary:	$2,000,000 each occurrence – BI & PD $2,000,000 general aggregate $2,000,000 personal injury & adv. Injury

Automobile Liability and Property Damage

This shall be on an occurrence basis with a combined single limit of $2,000,000. It shall include all automobiles owned, leased, hired or non-owned.

16. PURCHASER RESPONSIBLITIES:

Product Information. Purchaser agrees to provide Service Provider with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. Purchaser agrees to authorize Service Provider to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back up of the software embodied therein. These items will remain Purchaser's property.

Safety. Purchaser agrees to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. Purchaser agrees to report immediately any condition that may indicate the need for correction before the next regular examination. Purchaser agrees to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notifying Service Provider at the address and phone number listed on any fully executed NFA Location Rider at once, and written notice within ten (10) days after any occurrence or accident in or about the elevator. Purchaser agrees to provide Service Provider's personnel a safe place in which to work. Service Provider reserves the right to discontinue work in the building whenever, in Service Provider's sole opinion, Service Provider's personnel do not have a safe place in which to work. Purchaser agrees to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 90°F maximum. Purchaser also agrees to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, Purchaser will contract with others for removal and the proper handling of such liquids.

Other. Purchaser agrees not to permit others to make alterations, additions, adjustment, or repairs or replace any component or part of equipment during the term of any fully executed NFA Location Rider. Purchaser agrees to accept Service Provider's judgment as to the means and methods to be employed for any corrective work under this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described in any fully executed NFA Location Rider, or the premises in which they are located, Purchaser agrees to see that such successor is made aware of that NFA Location Rider and this Agreement and assumes and agrees to be bound by the terms of those documents for the balance of the NFA Location Rider, and subject to termination herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the NFA Location Rider.

Items Not Covered. Service Provider does not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, intercommunication devices, security systems not installed by Service Provider, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this Agreement.

17. EXCLUSIVITY

This Agreement is an exclusive frame agreement, which means that the Purchaser only undertakes to buy the Services, or parts thereof, from the Service Provider for a period of five (5) years from the date that this Agreement is fully executed.

18. EXCUSABLE DELAYS

The Service Provider shall not be liable for delay in performing or for failure to perform its obligations under this Agreement or any NFA Location Rider if such delay or failure results from any of the following causes: (i) Acts of God, (ii) the act of any government or authority (including the denial or cancellation of any export license or other necessary license), (iii) the outbreak of wars, terrorism, insurrections, (iv) fire, explosion, flood (v) and strike, lock-out or other industrial action which is beyond the Service Provider's control or (vi) any other cause of any nature which is beyond the applicable Service Provider's control.

19. TERMINATION AND REMEDIES

19.1 The Service Provider has the right (but not the obligation) to terminate this Agreement or any NFA Location Rider with 30 day's prior written notice in case of the Purchaser's failure to comply with any terms of this Agreement or such NFA Location Rider. Termination of an NFA Location Rider shall not have effect on other existing NFA Location Riders, which shall be completed in accordance with these terms and conditions. If such failure is remedied within the said 30 days period, this right to terminate shall expire.

19.2 The provisions of this Agreement, and the right and remedies of a party in the event of the other party's breach under this Agreement (including the breach of any warranty) are cumulative and are without prejudice to all other rights and remedies available to it and may have at law or otherwise; no exercise by a party of any one right or remedy under this Agreement, or at law or otherwise, shall operate so as to hinder or prevent the exercise of any other such right or remedy. However, in no event shall one party to this Agreement be liable to the other party for any indirect or consequential loss or damage, including but not limited to loss of profit, loss of production, loss of interest or otherwise, which may be suffered by the other party in connection with the entering into or operation of this Agreement, or any NFA Location Rider.

20. ASSIGNMENT

Purchaser may not assign, transfer, novate, sub-contract or otherwise dispose of any of its rights and obligations under this Agreement without the prior written consent of the Service Provider. Notwithstanding the above, Service Provider may without the consent of the Purchaser, use subcontractors for the performance of any Services purchased by the Purchaser under a NFA Location Rider. The use of subcontractors to provide Services shall in no way relieve the Service Provider of its responsibilities and obligations towards the Purchaser under a NFA Location Rider or this Agreement.

21. HEALTH & SAFETY, ENVIRONMENTAL AND QUALITY

The Service Provider and the Purchaser shall work towards the prevention of accidents aiming for zero accidents and the creation of a safer work environment.

22. ETHICAL COMMITMENT

The Service Provider has an extensive corporate compliance program and its employees are expected to maintain the highest level of ethical and legal conduct at all times during the term of the Agreement and expects the Purchaser to act in a like manner. Should the Purchaser suspect that the Service Provider or its employees have engaged in any illegal or unethical conduct, such suspicions must be reported through the Service Provider's toll-free compliance hotline at 1-866-572-1739.

23. MISCELLANEOUS

22.1 The headings in this Agreement shall not affect its interpretation.

22.2 Throughout this Agreement, whenever required by context, the use of the singular number shall be construed to include the plural, and the use of the singular number shall be construed to include the plural, and the use of the plural the singular, and the use of any gender shall include all genders.

22.3 Should any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

22.4 The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.

22.5 In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due thereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

22.6 Purchaser hereby waives trial by jury and agrees that this Agreement and any applicable NFA Location Rider shall be construed and enforced in accordance with the laws of the state where the equipment described on the applicable NFA Location Rider is located. Purchaser further agrees to jurisdiction of the courts, both state and Federal, of the state in which the equipment set forth on the applicable NFA Location Rider is located as to all matters and disputes arising out of this that NFA Location Rider.

22.7 The liability of the Service Provider under this Agreement and any NFA Location Rider shall not exceed the value of the Services remaining on the then current and unexpired term of the applicable NFA Location Rider.

22.8 This Agreement supersedes all prior oral or written agreement between the Service Provider and the Purchaser and constitutes the entire agreement between the parties with respect to the services and work performed hereunder.

23 NOTICES:

Every notice or other communication to be given by either party to the other with respect to this Agreement or any fully executed NFA Location Rider, shall be given by personal delivery, by facsimile or by United States registered or certified mail postage prepaid, return receipt requested, addressed as hereinafter provided. Except as otherwise specified herein, the time period in which a response to any notice or other communication must be made, if any, shall commence to run on the earliest to occur of (a) if by personal delivery, the date of receipt, or attempted delivery, if such communication is refused; (b) if given by telecopy, the date on which such telecopy is transmitted and confirmation of delivery, or attempted delivery, thereof is received; and (c) if sent by mail (as aforesaid), the date of receipt or delivery is refused. Until further notice, notices and other communications under this Agreement shall be addressed to the parties at:

FILL IN THE CONTACT INFORMATION FOR USA OPERATIONS FOR PURCHASER HERE

ThyssenKrupp Elevator Corporation
114 Town Park Drive NW, Suite 300
Kennesaw, GA 30144
Attn: National Account Manager

24. FEDERAL PROVISIONS/ACTS:

Contractor shall comply with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the rehabilitation Act of 193, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. Contractor shall support Equal Employment Opportunity and Affirmative Actions Compliance programs.

Contractor covenants and agrees to comply in all respects with the Immigration Reform and Control Act of 1986 (PL99-603) and all rules and regulations adopted pursuant thereto, and agrees to indemnify and hold Purchaser harmless of and from any claims and/or demands asserted against Purchaser and/or any costs or expenses suffered or incurred by Purchaser, including attorney's fees, as a result of Contractor's failure or alleged failure to comply with such Act, rules and regulations.

Purchaser's acceptance of this agreement and its approval by an executive officer of Contractor will constitute exclusively and entirely the agreement for the service herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should Purchaser's acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of a conflict. This proposal and contract is hereby accepted

This Agreement has been prepared in duplicate, of which each party has received a copy.

FILL IN NAME OF PURCHASER	*ThyssenKrupp Elevator Corporation*
By:_____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____
Date:_____	Date: _____

ThyssenKrupp Elevator

Repair Order

ThyssenKrupp

Date:

Attention: [Building Owner]
Address: [Street Address]
City: [City, ST ZIP]

Building: [Building Name]
Address:
City:
Service contract #:

Telephone: [Phone number]

Purchaser authorizes ThyssenKrupp Elevator to perform the following described repair work on the subject elevator(s) in the above building:

You agree to pay as follows: 50% down , balance upon completion.

This Repair Order is submitted for acceptance within 30 days from the date executed by ThyssenKrupp Elevator

Purchaser's acceptance of this Repair Order together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This Repair Order specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by this Repair Order.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the written approval of an authorized ThyssenKrupp Elevator manager.

Accepted:

[PURCHASING COMPANY NAME]

By: _____
(Signature of Authorized Individual)

_____
(Printed or Typed Name)

Title: _____ Date: _____

THYSSENKRUPP ELEVATOR CORPORATION
[Street Address]
[City, ST ZIP]

By: _____
(Signature of ThyssenKrupp Elevator Representative)
[Name of ThyssenKrupp Elevator Rep]
[Phone Number]

Date: _____

Approved by: _____

Title: [Manager's title] Date: _____

Terms and conditions.

ThyssenKrupp Elevator assumes no responsibility for any part of the elevator equipment except that upon which work has been done under this agreement. No work, service, examination or liability on the part of us other than that specifically mentioned herein is included or intended. It is agreed that we do not assume possession or control of any part of the equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

We have made no examination of, and assume no responsibility for, any part of the elevator equipment except that necessary to do the work described in this proposal.

It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our sole opinion, this provision is being violated.

You agree that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of ThyssenKrupp Elevator or those of our subcontractors, the work place will be monitored, and prior to and during our presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees, or those of our subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than our employees, or those of its subcontractors, you agree to indemnify, defend, and hold ThyssenKrupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against us, or our employees resulting from such exposure. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is your responsibility.

Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator, our officers, agents and employees from and against any and all claims, demands, suits, and proceedings brought against us or our employees of any nature whatsoever, including but not limited to loss, damage, injury or death that are alleged to have arisen from or alleged to be in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment, specifically including claims or losses alleged or proved to have arisen from the negligence of ThyssenKrupp Elevator or our employees, except that your duty to indemnify does not apply to claims or losses determined to be caused or resulting from the sole negligence of ThyssenKrupp Elevator or our employees.

You expressly agree to name ThyssenKrupp Elevator as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims or losses referenced in the above paragraph, and for claims or losses arising from the sole negligence of ThyssenKrupp Elevator or our employees. You hereby waive the right of subrogation.

We shall not be liable for any loss, damages or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, or any other cause beyond our control, and in no event shall we be liable for consequential damages.

Should loss of or damage to our material, tools or work occur at the erection site, you shall compensate us therefore, unless such loss or damage results from our own acts or omissions.

You agree that all existing equipment removed by ThyssenKrupp Elevator shall become the exclusive property of ThyssenKrupp Elevator.

We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extension is thereof, shall have been made. In the event of any default by you in the payment, under any other provision of this contract, we may take immediate possession of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financing or continuation statements, which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished to you upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.

If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.

You shall bear all cost(s) for any reinspection of our work due to items outside the scope of this agreement or for any inspection arising from the work of other trades requiring the assistance of ThyssenKrupp Elevator.

All applicable sales and use taxes, permit fees and licenses imposed upon us as of the date of this proposal, are included in the contract price. You agree to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from you or ThyssenKrupp Elevator on account thereof, by any law enacted after the date of this proposal.

A service charge of 1 ½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all attorney fees, collection costs or court costs in connection therewith.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury and do further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in Los Angeles, California.

The rights of ThyssenKrupp Elevator under this agreement shall be cumulative and the failure on the part of the ThyssenKrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by ThyssenKrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this agreement.

In the event your acceptance is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this proposal shall govern in the event of conflict.

TKPlan

ThyssenKrupp Elevator Americas

ThyssenKrupp

TKPlan

Elevators are a major capital investment and a vital part of your building's operation and image. When properly managed, the lifespan of your vertical transportation can last longer and operate smoothly, thus increasing your building's value. Otherwise, as the performance of your elevator declines, so does the value of your building. As your business partner, ThyssenKrupp Elevator developed a proactive process to help you maximize your return on investment (ROI).

By partnering with ThyssenKrupp Elevator, you'll have the expertise of America's largest elevator company. Our team of professional account managers, experienced field technicians and knowledgeable repair managers work together to evaluate the current status of your equipment and determine what upgrades may be needed to achieve the maximum life span of your equipment.

TKPlan: An Asset Management Tool

ThyssenKrupp Elevator offers a consultative approach to evaluate your vertical transportation needs. Our comprehensive TKPlan service analyzes, reviews and provides recommendations and solutions for extending the life of your elevators.

This strategic approach has four steps:

1. **Perform Extensive Surveys on Existing Equipment**
   Where all aspects of your vertical transportation system, including current code standards, speed, ride quality, equipment, safety, and aesthetics are measured and evaluated.

2. **Evaluate Historical Performance**
   Review past service issues to determine if any improvement opportunities exist.

3. **Identify Optimal Opportunities**
   Findings from Steps 1 and 2 are reviewed to recommend opportunities to improve performance and increase ROI based on code requirements, aesthetics, performance, safety and liability reduction, timing, scope involved.

4. **Capital Planning**
   We will offer segmented upgrades or complete modernizations in various categories to assist in prioritizing and budgeting your long-term requirements.

TKPlan Solutions

We provide our clients with a "TKPlan at a Glance," which presents your elevator priorities over a multi-year period. Examples of our solutions may include upgrades, segmented upgrades or complete modernizations.

Upgrades

Upgrades represent a smart investment toward improving the performance and extending the longevity of your elevator equipment. ThyssenKrupp Elevator offers the industry's largest inventory of genuine quality parts for ThyssenKrupp Elevator, Dover, and other manufacturers' equipment (OEM).

Segmented Upgrades

ThyssenKrupp Elevator provides several MOD packages with innovative and cost effective solutions. Our seamless modernizations are made possible through cutting-edge technology. Segmented upgrades include interiors, fixtures, controllers, power units, jacks, doors and hoisting equipment. If needed, ThyssenKrupp Elevator also offers a solution for different control systems to interface during modernization.

Complete Modernizations

If a full replacement is necessary, ThyssenKrupp Elevator understands that a successful execution of a modernization project in an existing, occupied building must be of minimum inconvenience to passengers. We have a staff of technicians and engineers whose only business is modernization. They are experienced in every type of modernization project for every type of elevator.

benefits.

TAPlan Benefits

- Explores opportunities to maximize the return on your investment.
- Recommendations are customized for your building requirements and goals.
- Modernizations can be spread among multiple budget cycles.
- A consultative approach that gives you a full understanding of our recommendations for extending the life of your elevators.

Upgrade and Modernization Benefits

- Satisfied tenants who are a testament of the success of your building.
- Improved elevator operation, safety and aesthetics.
- Reduced operating costs.
- Reduction in long-term maintenance costs by performing preventative upgrades.
- Increased energy-efficiency with ThyssenKrupp Elevator's newest technology.

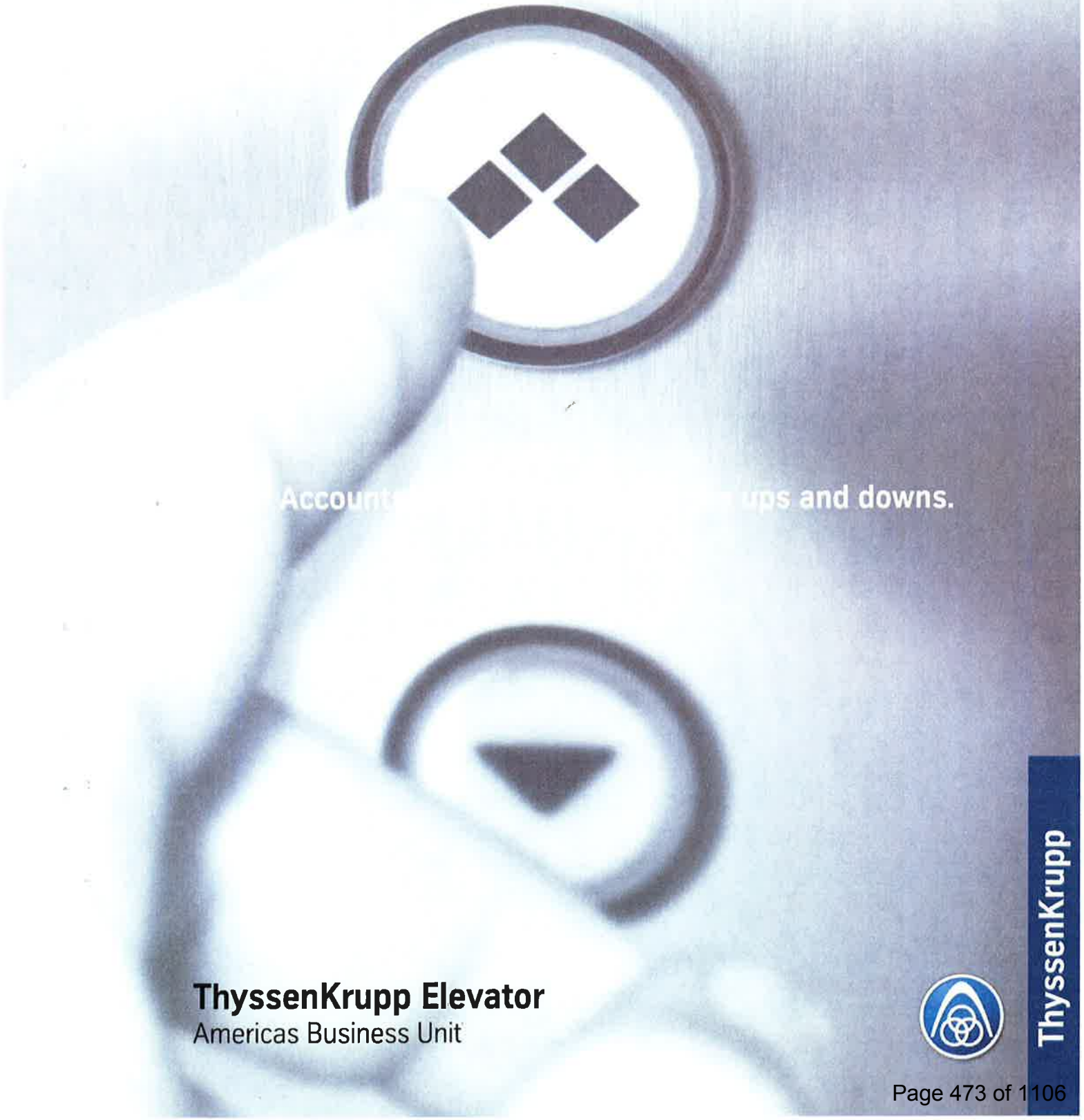
Our extensive survey looks at all components of your vertical transportation system. Every aspect is evaluated, including hoisting equipment, electrical components, signals and fixtures, interior aesthetics and entrances.

Partnership

By working together in a proactive manner, we can help you provide seamless service to your tenants.

Contact 877.230.0303 or your local ThyssenKrupp Elevator Account Manager for details.

National Accounts



ThyssenKrupp Elevator
Americas Business Unit

ThyssenKrupp

At ThyssenKrupp Elevator, we understand that vertical transportation maintenance needs of large companies come in all shapes and sizes. What you need is a single source to handle them all. A source that listens, gets to know the way you do business, and then tailors solutions to suit your demands. One that is dedicated to the investment of your buildings. With our National Accounts program, ThyssenKrupp Elevator becomes your partner and the single stop for any elevator.

Unparalleled Customer Service

ThyssenKrupp Elevator encompasses the global resources of a Fortune 100 company, yet we move the world one customer at a time. And while we have the largest geographic coverage of any elevator company in North America, we offer individualized solutions with customer service that is second to none. In fact, our program allows you a single point of contact for all of your elevator needs. Your National Accounts representative is supported by the latest technology, highest quality and best service in the industry. So no matter how many buildings you manage or how many different brands you operate, National Accounts is ready to handle them all with the outstanding advantages & benefits that only ThyssenKrupp can offer:

- We are the leading vertical transportation company in the Americas. No one knows more about your elevators, escalators and moving walks.
- "Made in America" - We are the only major elevator manufacturer and installer of complete elevator systems in the United States.
- Our Parts Warehouse maintains the largest parts inventory in the industry. This, in conjunction with our service technician and branch locations, creates an extensive network of parts available within a 24-hour period.
- Your National Accounts Representative is a single point of contact for all inquiries, for all of your company's locations.
- We offer individualized solutions and support for multiple locations.
- Our billing options are customizable to suit your accounting needs.
- TKE's TEAM*Service* maintenance program is backed by 5,700 certified service technicians and International Technical Services - Americas, where the industry's best and brightest researchers and technicians are available 24/7.
- We service all major elevator brands, including Otis, KONE, Schindler and Fujitech. Over one-third of our 250,000 service contracts cover other manufacturers' equipment.
- Our state-of-the-art technologies include VISTA Remote Monitoring, VIEW and SoundNet.
- Our SoundNet Call Center monitors elevator telephones 24/7, dispatching service calls and answering after hour business calls throughout North America. Our representatives are trained to handle emergency situations and dispatch proper help.
- Our Service technicians are equipped with sophisticated diagnostic tools that other manufacturers do not have.
- We gain your confidence through superior and consistent standards as ensured through our Quality Assurance program.
- ThyssenKrupp Elevator has an unmatched history of service. Without a doubt, we will be here when you need us!

Our History

In the late 1990's, Germany's two largest and oldest steel companies merged to become one of the largest corporations in the world. ThyssenKrupp AG expanded its presence into the Americas with several acquisitions, including Dover Elevator. The result is the largest elevator company in the Americas and the third largest world-wide. ThyssenKrupp Elevator is the market leader in manufacturing, installation, modernization and service of elevators, escalators and moving walks.

Superior Account Management

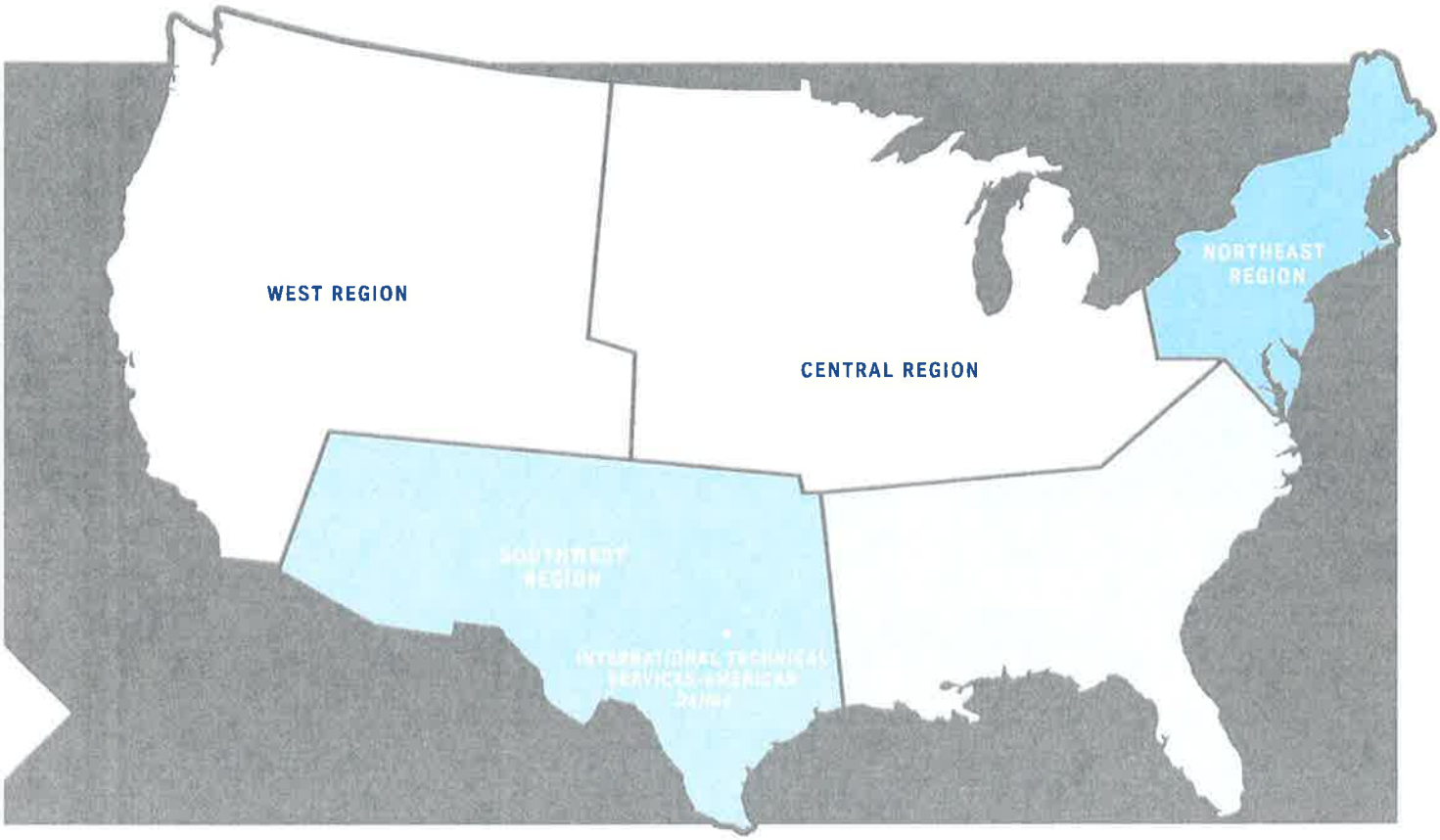
ThyssenKrupp Elevator's approach is to manage our national accounts from a customer's perspective by working in concert with our entire corporate and field organization, ensuring that we deliver unparalleled service, outstanding communication and reduction of risk for our national customers. We offer a full range of services to accomplish these objectives, including:

- Market assessment
- Project assessment
- Information gathering
- Marketing plan development
- Preparation and presentation
- Terms negotiations

Our regional offices are strategically placed throughout the United States. For more information about our National Accounts program, email us at nationalaccounts@thyssenkruppelevator.com or call us toll-free at 800-824-9666.

"Since entering into a National agreement with ThyssenKrupp Elevator, Duke Realty has realized increased savings and excellent performance in the maintenance of its elevators."

- John Rogers, Duke Realty



TEAM*Service*:
Technology makes it possible. Commitment makes it work.

Dedication to Exceptional Service

ThyssenKrupp Elevator concentrates the full national resources of the world's most advanced maintenance organization to the local service of your elevators. We call it TEAM*Service*. And we deliver it hands-on through 5,700 certified technicians in over 300 service locations across the continent, all wired into a national system that trains, equips and supports them as no other company can. Our promise to you is that there is a ThyssenKrupp service technician right where you are, within 75 miles of every elevator in America. By incorporating ITS-Americas, VISTA Remote Monitoring, VIEW and SoundNet, along with our internal Quality Assurance program, ThyssenKrupp has become the market leader in maintenance.

International Technical Services - Americas

Our maintenance team consists of not just the service representative you see, but also hundreds of highly trained professionals. At the heart of our innovative and successful team is our nationally-renowned ITS-Americas Center. At ITS-Americas, our technicians learn via state-of-the art equipment, hands-on instruction and classroom training. Their ongoing research and design activity incorporates original elevator manufacturer designs to ensure that our service technicians have the most current technologies available. The technicians and engineers at ITS-Americas design diagnostic tools for Otis, Schindler, KONE and Fujitech, which allows them to identify problems and solutions with pinpoint accuracy. National Accounts of ThyssenKrupp Elevator can assure you that our technical repair facility stands ready to provide support for your equipment - no matter who made it.

VISTA Remote Monitoring

VISTA Remote Monitoring is the next best thing to having a trained service technician on your premises 24 hours a day, seven days a week. Offered as a supplement to our service contracts, this communications device searches for any sign that your elevator is not performing to standards. If VISTA Remote Monitoring sees trouble in the making with a critical event, your local office is notified so that a service technician may take action. Many times, we make service calls and repairs before you are even aware of a problem.

ThyssenKrupp Elevator is your single source for all your maintenance needs.

VIEW

ThyssenKrupp Elevator offers a secure website that enables you to monitor your service activity anytime and anywhere in the world with a few clicks of a mouse. VIEW is user-friendly and customizable, allowing you to run and re-run any reports that you want to see.

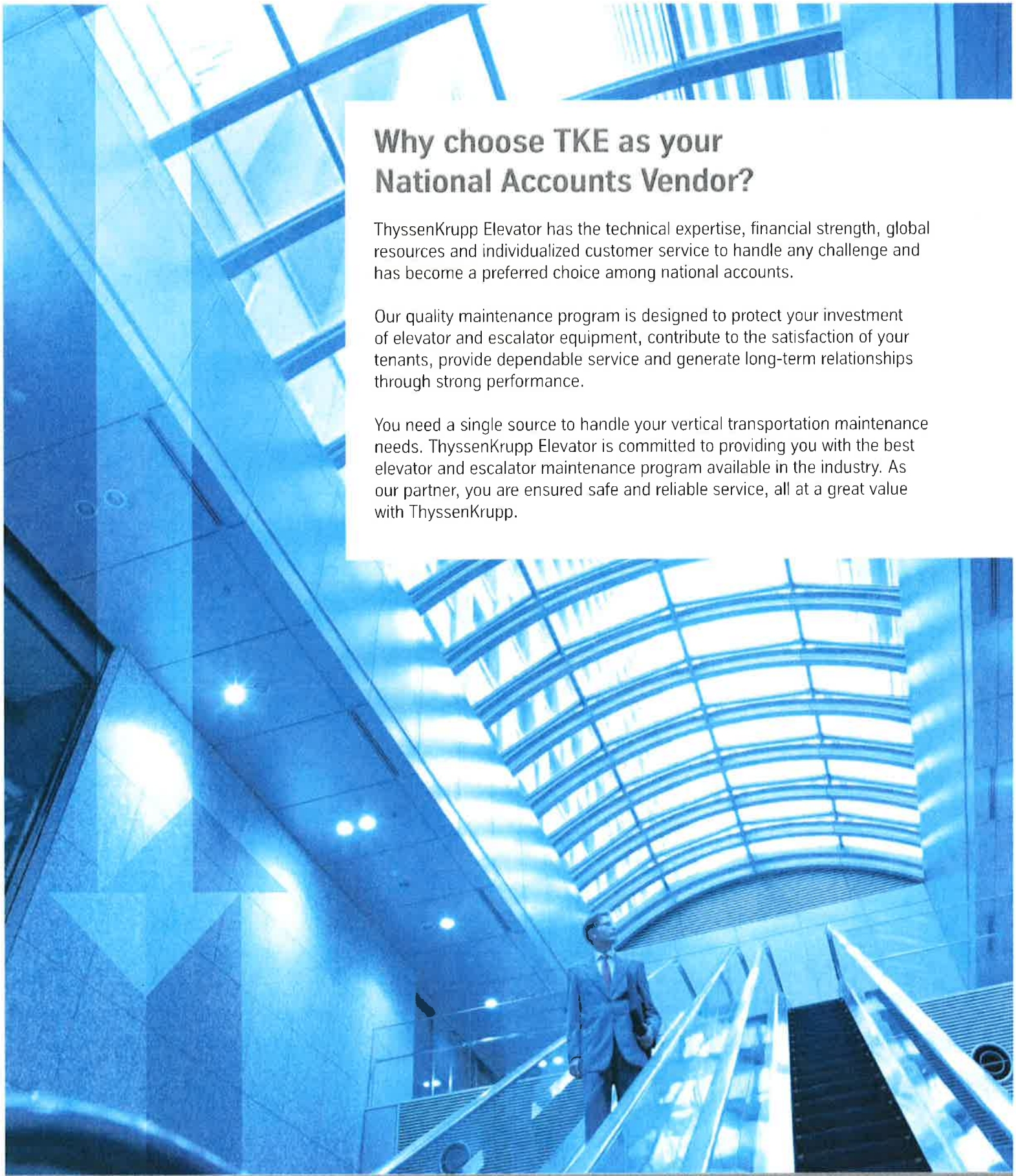
SoundNet

SoundNet Emergency Communications, your around-the-clock safety net, is our 24/7 emergency call center. All calls from the elevator go directly to our state-of-the-art call center, where trained professionals assess the situation and dispatch the proper assistance.

Unmatched Quality

ThyssenKrupp Elevator's Quality Assurance is second to none. Our elevator components are of the highest quality. We manufacture our elevators and parts according to exacting standards, so you know that you can expect the durability and performance that ThyssenKrupp Elevator is famous for. Our internal control program ensures optimum and reliable operation of your elevator equipment. And, you can expect that same kind of quality in our maintenance coverage.

ThyssenKrupp Elevator is committed to having a service plan that will work for any National Account and we will customize our maintenance agreement to compliment your needs. ThyssenKrupp Elevator understands the importance of satisfying your expectations and showing you our commitment to service. We want to give you peace of mind when it comes to your vertical transportation equipment.



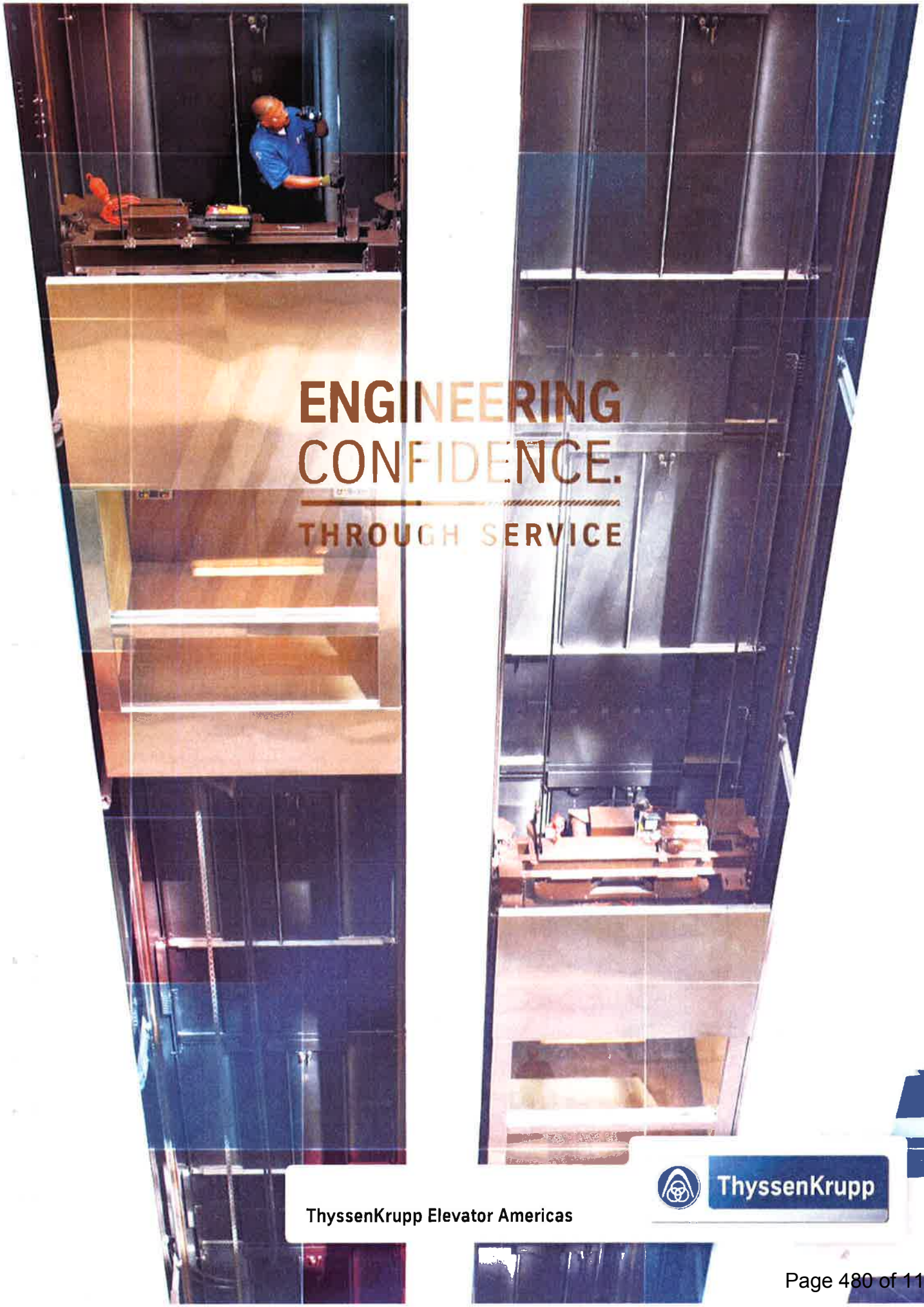
Why choose TKE as your National Accounts Vendor?

ThyssenKrupp Elevator has the technical expertise, financial strength, global resources and individualized customer service to handle any challenge and has become a preferred choice among national accounts.

Our quality maintenance program is designed to protect your investment of elevator and escalator equipment, contribute to the satisfaction of your tenants, provide dependable service and generate long-term relationships through strong performance.

You need a single source to handle your vertical transportation maintenance needs. ThyssenKrupp Elevator is committed to providing you with the best elevator and escalator maintenance program available in the industry. As our partner, you are ensured safe and reliable service, all at a great value with ThyssenKrupp.

With ThyssenKrupp Elevator, you can experience what many hotel chains, retail establishments, large corporations, airports and educational institutions already have: "Individualized Attention with Global Resources."



ThyssenKrupp Elevator Americas

Here at ThyssenKrupp Elevator we say, "we engineer confidence." We take this statement seriously. It means our 13,500 highly trained experts work each day to build, install, maintain, and modernize elevators, escalators, and moving walks safely.

As the largest producer of elevators in the Americas with over 200 locations, you can be confident that we have the size and resources to support you, whenever and wherever you need us. Our technicians are on the road day and night, never far away from your equipment.

WE know ELEVATORS

We know equipment shutdowns are unacceptable. That's why we have invested in a team of hardworking employees with long tenures and a passion for the business, whose number one focus is keeping your elevators on the move.

A modern elevator is a combination of hundreds of heavy duty mechanical and sensitive electronic parts. Elevators are engineered to keep people safe, so if the machine detects a problem the entire unit shuts down. That is why we offer comprehensive preventative maintenance to keep your elevators operating at their best. It helps avoid major replacements and increases the life cycle of your elevator while optimizing energy efficiency. That means it is good for the environment and your bottom line.

You can be confident your equipment is being maintained by partners who are committed to protecting your investment. Our Maintenance Control Program (MCP) is standard on every escalator and elevator we maintain and includes all the necessary documentation to meet ASME A17.1-8.6 requirements.

EXPERTS YOU CAN trust

From a safety standpoint, you want to hire someone you can trust — a company that specializes in servicing all kinds of elevators, not just the ones they manufacture. Our ITS Americas (International Technical Services) facility offers our mechanics the latest in diagnostic tools, troubleshooting support, PC board repair, and technical training. This support is backed by our field engineers, available 24 hours a day, who are among the most skilled experts in the industry.

Our field engineers' range of knowledge extends to non-ThyssenKrupp Elevator equipment. Acquired equipment is used to build in-house simulators — 75 in total — that play a pivotal role in both training and writing service manuals. All this is done to support our technicians so they understand how most elevators on the market work — inside and out.

At ITS, we repair thousands of PC boards and critical components that operate almost every manufacturer's equipment, even types that are especially hard to find. Since 1997, over 101,000 boards have been serviced. That means our customers don't spend days waiting for elevator parts — in most cases, they can get them next day which means less elevator downtime and happier tenants.

WE'RE here TO HELP

When something *does* go wrong, you want to know someone is there to help. That's why ThyssenKrupp Elevator Communications answers elevator telephones 24 hours a day, 365 days a year. Our highly trained staff currently handles over one million calls a year, is capable of translating up to 135 different languages, and strives to keep response time below ten seconds.

As far as some of the tools we offer, VISTA remote monitoring tracks elevator systems and predicts troubleshooting issues. It also flags any decline in performance, so we can fix little problems before they get big. Of course, nothing substitutes hands-on inspection, but VISTA is a perfect compliment that saves you time and money.

PROVIDING peace OF MIND

We know your time is valuable and schedules are tight — that's why we created our Customer Service Portal. With a few clicks of a mouse, you can monitor your service activity over a secure website any time. It is complete with dashboards that include data on each elevator under service and customizable reporting.

Reporting includes information on:

- *Callback frequency*
- *Unit availability*
- *Response time*
- *Callback count*
- *Work orders by type*
- *Callback mean time*

SERVICE IS A partnership

Any machinery that gets constant use requires constant care. For elevators, that means regular inspection and adjustments through preventative maintenance. But even with the best care, elevators sometimes break down and that is when your service package levels really matter. You see, we've got you covered — in a church where the elevator is used one day a week or a hospital where it is moving 24 hours a day, 365 days a year — we have the right service package for you.

So, should your elevator in fact stop running, we are a phone call, an email, or a short car ride away. And because our mechanics are so well trained, it is likely they will get you running in no time. We have parts inventories on hand and board repair at ITS, so you don't have to worry about waiting long for parts. And most importantly, because there are so many of us, in so many places, someone is always close by.

Like any good partnership, we are in it for the long haul. That's why we have a group of professionals ready to help you understand and plan your elevator's life cycle and necessary capital expenditures. Capital planning is no longer a nice-to-have — it is an imperative, and we are here to help.

PACKAGES / SERVICES	Platinum Premier	Platinum	Gold	Silver	Bronze
Quality Assurance	●	●	●	●	●
Service Requests During Normal Hours	●	●	●	●	
Preventative Maintenance Repair	●	●	●	◐	◐
Parts Repair and Replacement	●	●	●	◐	
Customer Service Portal	◐	◐	◐		
ThyssenKrupp Elevator Communications	◐	◐	○	○	○
Annual Safety Testing	◐	◐	○	○	○
VISTA	◐	◐	○	○	
After-Hours Emergency Service Requests	●	◐			

● Included ○ Optional
◐ Limited or Conditional Not Included

Should you have multiple or nationwide locations, we also have an entire national accounts team dedicated to customers like you. Their goal is to make sure that your experience is streamlined and that you deal with one person for contracts, billing, etc.

minimizing ENVIRONMENTAL IMPACT

At the end of the day, you want to know you don't have to worry about your elevators or escalators. You also want to know the company you have partnered with is doing the right thing. That is why we publish a corporate sustainability report every two years — so you can see for yourself.

For us sustainability and safety are not taglines or marketing gimmicks — they are what we do every day, from our operations to the materials we use in our products. In fact, when we found out that the use phase of an elevator's life had the biggest environmental impact through Life Cycle Analysis (LCA) — we started working on ways to make our existing products even more efficient. Features like automatic fan and light shutoff and LED lights to make sure you only use the energy you need, and regenerative drives to put extra energy back into your building. We even codeveloped a canola-based fluid for hydraulic elevators that actually saves operating energy and is classified as a USDA biopreferred product.

Currently we make about 2.9 million site visits a year — that's a lot of driving. So we decided that our fleet needed to be evaluated for efficiency opportunities — and we definitely found some. In the last four years, we have reduced our fuel use by over 2 million gallons by right-sizing our vehicles and moving towards alternative fuels like propane and electric.

TCPN®
The Cooperative Purchasing Network

August 28, 2015

Mr. Jeff Jaudes
National Account Manager
ThyssenKrupp Elevator
114 Town Park Drive, Suite 300
Kennesaw, Georgia 30144

Re: Award of TCPN Contract # R150801

Dear Mr. Jaudes:

Per official action taken by the Board of Directors of Region 4 Education Service Center, on Tuesday, August 25, 2015, The Cooperative Purchasing Network (TCPN) is pleased to announce that ThyssenKrupp Elevator has been awarded an annual contract for the following, based on the sealed proposal (RFP# 15-08) submitted on June 30, 2015:

Commodity/Service	**Contractor**
Elevator Equipment, Service, Repair and Related Services	ThyssenKrupp Elevator

The contract was awarded, however the exceptions requested in your proposal were not approved as part of the awarded contract.

The contract is effective October 1, 2015 and will expire on September 30, 2016. As indicated above, your TCPN Contract # is R150801. This contract may be renewed annually for an additional four (4) years in one-year increments if mutually agreed by Region 4 ESC/TCPN and ThyssenKrupp Elevator.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please feel free to contact me at 713.554.0460.

Sincerely,

Deborah Bushnell

Deborah Bushnell, CTSBO
Contract/Compliance Manager

Enhanced Portfolio | Unified Focus | Continued Trust

June 13, 2016

Mr. Jeff Jaudes
National Account Manager
ThyssenKrupp Elevator
114 Town Park Drive, Suite 300
Kennesaw, Georgia 30144

Re: Renewal Award of Contract # R150801

Dear Mr. Jaudes:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on February 23, 2016 National IPA~TCPN is pleased to announce that ThyssenKrupp has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 ESC on June 30, 2015, and subsequent performance thereafter:

Contract

Elevator Equipment, Service, Repair & Related Services

The contract will expire on September 30, 2017, completing the second year of a possible five-year term contract. If your company is not in agreement, please contact National IPA~TCPN immediately.

The partnership between ThyssenKrupp and Region 4 can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions or concerns, please feel free to contact Clint Pechacek at clint.pechacek@nationalipa.org or 713.554.7349.

Sincerely,

Deborah Bushnell

Deborah Bushnell, CTSBO
Contract Manager

February 24, 2017

Mr. Jeff Jaudes
National Account Manager
Jeff.jaudes@thyssenkrupp.com
ThyssenKrupp Elevator
114 Town Park Drive, Suite 300
Kennesaw, GA 30144

Re: Renewal Award of Contract # R150801

Dear Mr. Jaudes:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on February 21, 2017, National IPA is pleased to announce that ThyssenKrupp Elevator has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on June 30, 2015, and subsequent performance thereafter:

Contract

Elevator Equipment, Service, Repair & Related Services

The contract will expire on September 30, 2018 completing the third year of a five-year term contract. **If you have any questions or if your company is not in agreement, please contact your designated Contract Manager, Michael Lasley, at 615-236-9072 or michael.lasley@nationalipa.org.**

The partnership between ThyssenKrupp Elevator and Region 4 can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

Kelly Burnett

Kelly Burnett
Contract Analyst

May 3, 2018

Jeff Jaudes
National Account Manager
Jeff.jaudes@thyssenkrupp.com
ThyssenKrupp Elevator
114 Town Park Drive, Suite 300
Kennesaw, GA 30144

Re: Renewal Award of Contract # R150801

Dear Mr. Jaudes:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on April 24, 2018, National IPA is pleased to announce that ThyssenKrupp Elevator has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on June 30, 2015, and subsequent performance thereafter:

Contract

Elevator Equipment, Service, Repair & Related Services

The contract will expire on September 30, 2019, completing the fourth year of a five-year term contract. **If you have any questions or if your company is not in agreement, please contact your designated Contract Manager, Michael Lasley, at 615-236-9072 or Michael.lasley@nationalipa.org.**

The partnership between ThyssenKrupp Elevator and Region 4 can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

Kelly Cunningham

Kelly Cunningham
Contracting Coordinator

DocuSign Envelope ID: CBB8CF56-DF1C-4778-B689-8B0B0166D4C1

April 30, 2019

Mr. Jeff Jaudes
National Account Manager
ThyssenKrupp Elevator
114 Town Park Drive, Suite 300
Kennesaw, GA 30144
jeff.jaudes@thyssenkrupp.com

Re: Renewal Award of Contract #R150801

Dear Mr. Jaudes:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on April 23, 2019, Region 4 ESC is pleased to announce that ThyssenKrupp Elevator has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on June 30, 2015, and subsequent performance thereafter:

Contract

Elevator Equipment, Service, Repair & Related Services

The contract will expire on September 30, 2020, completing the fifth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Michael Lasley, at (615) 236-9072 or michael.lasley@omniapartners.com.

The partnership between Thyssenkrupp Elevator, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:
Robert Zingelmann
0B1D33BB0130490...

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION: Approve the "Eden Ridge" record plat, conditioned on the approval being the certification of the plat documents by the City Engineer.

EXPLANATION OF REQUEST:
Approve the record plat that supports the development of the subdivided land in accordance with the Site Development plan titled “Eden Ridge”

The subject plat 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 site plan approval and the applicable State and City’s platting and zoning requirements.

Staff recommends approval of the record plat as presented subject to final signatures by the City Engineer and Mayor.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The proposed development cannot be implemented until this 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: Budgeted None

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:

CLIMATE ACTION DISCUSSION:

Is this a grant?

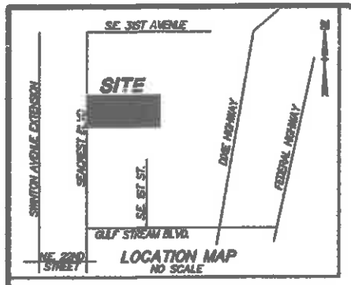
Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Attachment	Copy of Plat and Boundary Survey

EDEN RIDGE

BEING A REPLAT OF A PORTION OF THE NORTH HALF (N.1/2) OF THE NORTH HALF (N.1/2) OF THE NORTHEAST QUARTER (N.E.1/4) OF THE SOUTHWEST QUARTER (S.W.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.



LOCATION MAP
NO SCALE

COUNTY OF PALM BEACH
STATE OF FLORIDA

THIS PLAT WAS FILED FOR RECORD AT _____

THIS _____ DAY OF _____

2019, AND DULY RECORDED IN PLAT BOOK NO. _____ ON PAGE _____

SHARON R. BOCK, CLERK AND COMPTROLLER

BY _____ DC.

SHEET 1 OF 2

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT EDEN RIDGE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN HEREON BEING A REPLAT OF A PORTION OF THE NORTH HALF (N1/2) OF THE NORTH HALF (N1/2) OF THE NORTHEAST QUARTER (N.E.1/4) OF THE SOUTHWEST QUARTER (S.W.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA, SHOWN HEREON AS "EDEN RIDGE", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH ONE-HALF (N1/2) OF THE NORTH ONE-HALF (N1/2) OF THE NORTHEAST QUARTER (N.E.1/4) OF THE SOUTHWEST QUARTER (S.W.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, EXCEPTING THE WEST 40 FEET THEREOF, WHICH WAS DEEDED TO THE COUNTY OF PALM BEACH FOR ROAD RIGHT OF WAY.

CONTAINING 105,145 SQUARE FEET OR 2.414 ACRES MORE OR LESS.

HAVE CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON AS EDEN RIDGE AND FURTHER DEDICATES AS FOLLOWS:

LOTS 1 THROUGH 8 ARE HEREBY PLATTED FOR PRIVATE PURPOSES AS ALLOWED PURSUANT TO THE PLANNING AND ZONING REGULATIONS OF THE CITY OF BOYNTON BEACH, FLORIDA.

TRACT "A", AS SHOWN HEREON, IS HEREBY RESERVED FOR THE EDEN RIDGE PROPERTY OWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, FOR PRIVATE STREET PURPOSES AND OTHER PURPOSES NOT INCONSISTENT WITH THIS RESERVATION AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF BOYNTON BEACH, FLORIDA.

THE DRAINAGE EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED IN PERPETUITY FOR DRAINAGE PURPOSES. THE MAINTENANCE OBLIGATION OF ALL DRAINAGE FACILITIES LOCATED HEREON SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF THE EDEN RIDGE PROPERTY OWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF BOYNTON BEACH, FLORIDA.

ALL GENERAL UTILITY (GU) EASEMENTS ARE MADE TO ANY PUBLIC OR PRIVATE UTILITY, SUCH AS BUT NOT LIMITED TO STORM DRAINAGE, ELECTRIC POWER, GAS SERVICE, TELEPHONE LINES AND CABLE TELEVISION, PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITY AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

THE LANDSCAPE BUFFER EASEMENTS, AS SHOWN HEREON, ARE HEREBY RESERVED FOR THE EDEN RIDGE PROPERTY OWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS FOR LANDSCAPE AND BUFFER PURPOSES AND ARE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF BOYNTON BEACH, FLORIDA, INDIVIDUAL HOMEOWNERS MAY NOT REMOVE OR PRUNE LANDSCAPING WITHIN SAID EASEMENT AREA.

THE ACCESS EASEMENT, AS SHOWN HEREON, IS HEREBY RESERVED FOR THE EDEN RIDGE PROPERTY OWNERS ASSOCIATION FOR INGRESS AND EGRESS AND OTHER PURPOSES NOT INCONSISTENT WITH THIS RESERVATION AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF BOYNTON BEACH, FLORIDA.

THE SIDEWALK EASEMENT, AS SHOWN HEREON, IS HEREBY RESERVED FOR THE EDEN RIDGE PROPERTY OWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, FOR NON-VEHICULAR ACCESS FOR INGRESS-EGRESS PURPOSES AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE CITY OF BOYNTON BEACH, FLORIDA.

IN WITNESS WHEREOF, THE ABOVE NAMED LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS AUTHORIZED MEMBER AND ITS COMPANY SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS _____ DAY OF _____, 2019.

EDEN RIDGE, LLC, A FLORIDA
LIMITED LIABILITY COMPANY

WITNESS: _____ BY: _____
PRINT NAME: ALDO KOSUCH
AUTHORIZED MEMBER

WITNESS: _____
PRINT NAME:

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED ALDO KOSUCH WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS AN AUTHORIZED MEMBER OF EDEN RIDGE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS SUCH AUTHORIZED MEMBER 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
NAME: _____
COMMISSION NO.: _____

CITY APPROVAL:

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE CITY OF BOYNTON BEACH, FLORIDA, AND IN ACCORDANCE WITH CHAPTER 2, SECTION 3 OF THE LAND DEVELOPMENT REGULATIONS, THIS _____ DAY OF _____, 2019

EDEN RIDGE IS HEREBY APPROVED FOR RECORD THIS _____ DAY OF _____, 2019.

BY: _____
GARY R. DUNMYER, P.E.
CITY ENGINEER

BY: _____
STEVEN B. GRANT
MAYOR

ATTEST (AS TO BOTH): _____
JUDITH PYLE, CMC
CITY CLERK

TITLE CERTIFICATION:

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, T.J. CORBIN, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREIN DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED TO EDEN RIDGE, LLC, A FLORIDA LIMITED LIABILITY COMPANY; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT THERE NO MORTGAGES; AND THAT THERE ARE NO ENCUMBRANCES OF RECORD.

DATE: _____ _____
T.J. CORBIN P.A.
ATTORNEY STATE OF FLORIDA
F.L.A. BAR NO.

REVIEWING SURVEYOR'S STATEMENT:

THIS IS TO CERTIFY THAT THE UNDERSIGNED PROFESSIONAL SURVEYOR AND MAPPER, UNDER CONTRACT WITH THE CITY OF BOYNTON BEACH, FLORIDA, HAS REVIEWED THIS PLAT OF "EDEN RIDGE", AS REQUIRED BY CHAPTER 177.081 (1), FLORIDA STATUTES, AND FINDS THAT IT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES.

DATE: _____ _____
JOHN T. DOOGAN, PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 4429
AVIROM & ASSOCIATES, INC. LB#3300
50 S.W. 2ND AVENUE
BOCA RATON, FL. 33432

ACCEPTANCE OF RESERVATIONS:

STATE OF FLORIDA COUNTY OF PALM BEACH

THE EDEN RIDGE PROPERTY OWNERS ASSOCIATION, INC, A FLORIDA CORPORATION NOT FOR PROFIT, HEREBY ACCEPTS THE DEDICATIONS OR RESERVATIONS TO SAID ASSOCIATION AS STATED AND SHOWN HEREON, AND HEREBY ACCEPTS ITS MAINTENANCE OBLIGATIONS FOR SAME AS STATED HEREON, DATED THIS _____ DAY OF _____, 2019.

EDEN RIDGE PROPERTY OWNERS ASSOCIATION, INC.,
A FLORIDA CORPORATION NOT FOR PROFIT

WITNESS: _____ BY: _____
PRINT NAME: STEVEN NEWMAN
PRESIDENT

WITNESS: _____
PRINT NAME:

ACKNOWLEDGEMENT:

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED STEVEN NEWMAN WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF EDEN RIDGE PROPERTY OWNERS ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS PRESIDENT OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

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

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC
NAME: _____
COMMISSION NO.: _____

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 HAVE BEEN PLACED AS REQUIRED BY LAW; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE CITY OF BOYNTON BEACH.

DATE: _____ _____
PAUL D. ENGLE
SURVEYOR AND MAPPER NO. 5708
O'BRIEN, SUITER & O'BRIEN, INC.
855 N.W. 17TH AVENUE, SUITE K-1
DELRAY BEACH, FLORIDA 33445
CERTIFICATE OF AUTHORIZATION NO. 353

NOTES:

ALL BEARINGS SHOWN HEREON ARE RELATIVE TO THE NORTH LINE OF THE N1/2 OF THE N1/2 OF THE NE.1/4 OF THE S.W.1/4 OF THE N.W.1/4 OF SECTION 4/46/43 HAVING AN ASSUMED BEARING OF N89°21'03"E.

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, FLORIDA.

THE CITY OF BOYNTON BEACH, FLORIDA IS HEREBY GRANTED THE RIGHT OF ACCESS FOR EMERGENCY AND MAINTENANCE PURPOSES.

THIS INSTRUMENT WAS PREPARED BY PAUL D. ENGLE, IN THE OFFICE OF O'BRIEN, SUITER & O'BRIEN, INC., 855 N.W. 17TH AVENUE, SUITE K-1, DELRAY BEACH, FLORIDA 33445 (561) 276-4501

PERMANENT REFERENCE MONUMENTS ARE SHOWN THUS: ○

THERE SHALL BE NO BUILDINGS OR ANY KIND OF CONSTRUCTION PLACED ON WATER, SEWER OR DRAINAGE EASEMENTS. NO STRUCTURES SHALL BE PLACED WITHIN A HORIZONTAL DISTANCE OF 10 FEET FROM ANY EXISTING OR PROPOSED CITY OF BOYNTON BEACH MAINTAINED WATER, SEWER OR DRAINAGE FACILITIES. CONSTRUCTION OR LANDSCAPING UPON MAINTENANCE OR MAINTENANCE ACCESS EASEMENTS MUST BE IN CONFORMANCE WITH ALL BUILDING AND ZONING CODES AND/OR ORDINANCES OF THE CITY OF BOYNTON BEACH, FLORIDA.

THERE SHALL BE NO TREES OR SHRUBS PLACED ON UTILITY EASEMENTS WHICH ARE PROVIDED FOR WATER AND SEWER USE OR UPON DRAINAGE EASEMENTS. LANDSCAPING ON ANY OTHER UTILITY EASEMENTS SHALL BE ALLOWED ONLY AFTER CONSENT OF ALL UTILITY COMPANIES OCCUPYING SAME.

EDEN RIDGE, LLC NO SEAL

CITY OF BOYNTON BEACH SEAL

CITY ENGINEER SEAL

SURVEYORS SEAL

REVIEWING SURVEYORS SEAL

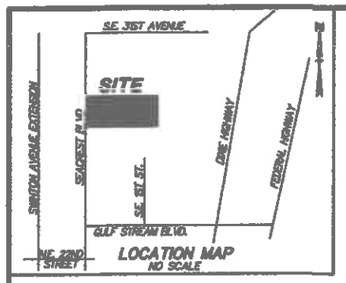
EDEN RIDGE PROPERTY OWNERS ASSOCIATION, INC.

Y:\GENERAL CADD\Gxd\18-28.gxd -- 03/06/2019 -- 09:15 AM -- Scale 1 : 785.4545

EDEN RIDGE

BEING A REPLAT OF A PORTION OF THE NORTH HALF (N.1/2) OF THE NORTH HALF (N.1/2) OF THE NORTHEAST QUARTER (N.E.1/4) OF THE SOUTHWEST QUARTER (S.W.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA.

THIS INSTRUMENT WAS PREPARED BY PAUL D. ENGLE, IN THE OFFICE OF O'BRIEN, SUITER & O'BRIEN, INC., 955 N.W. 17TH AVENUE, SUITE K-1, DELRAY BEACH, FLORIDA 33445 (561) 276-4501



SCALE: 1" = 30'

0' 30' 60' 90'

N

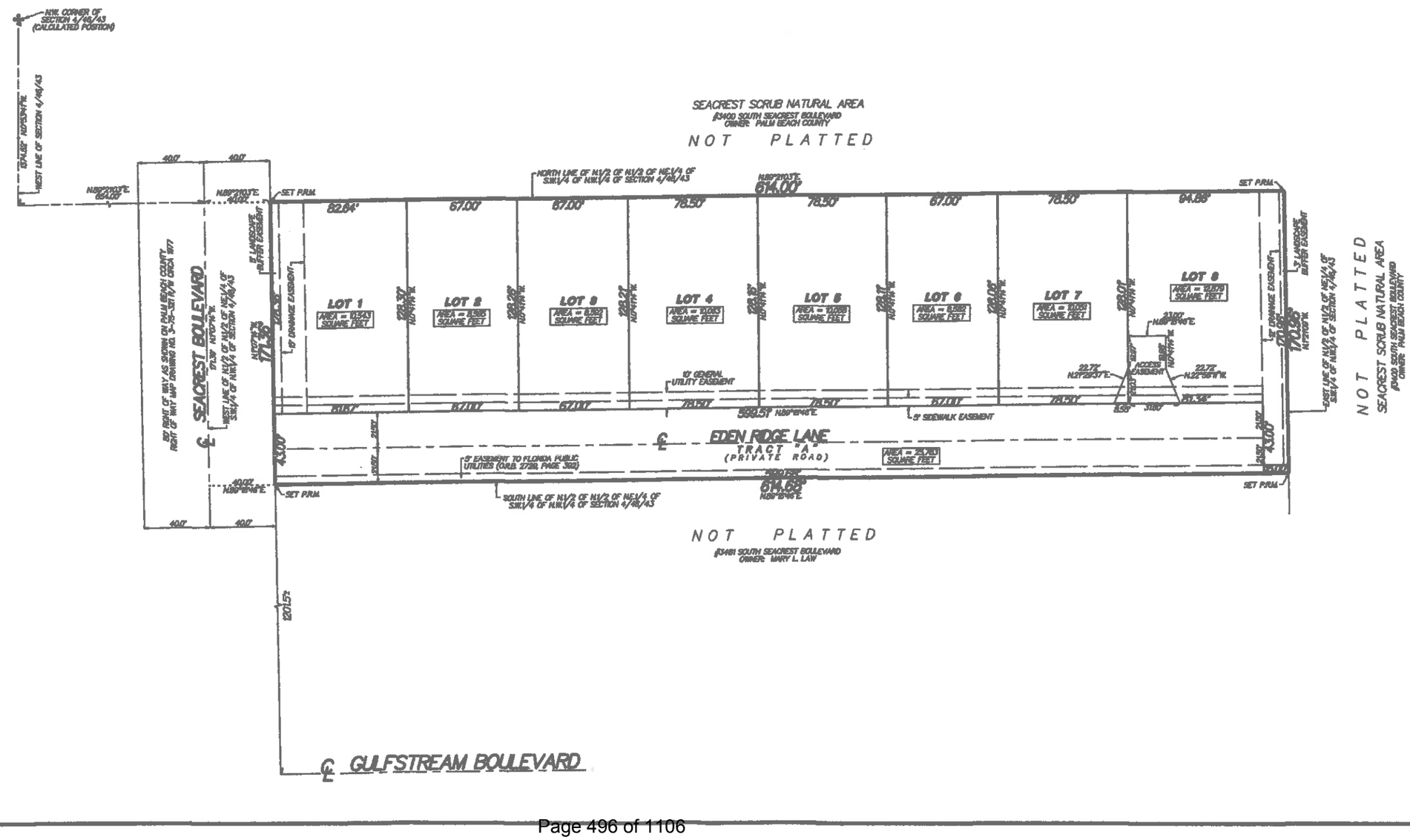
SHEET 2 OF 2

LEGEND:

℄ = CENTERLINE

P.R.M. = PERMANENT REFERENCE MONUMENT (4"X4"X24" CONCRETE MONUMENT STAMPED "PRM LB3953") UNLESS STATED OTHERWISE

SECTION 4/46/43 = SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST



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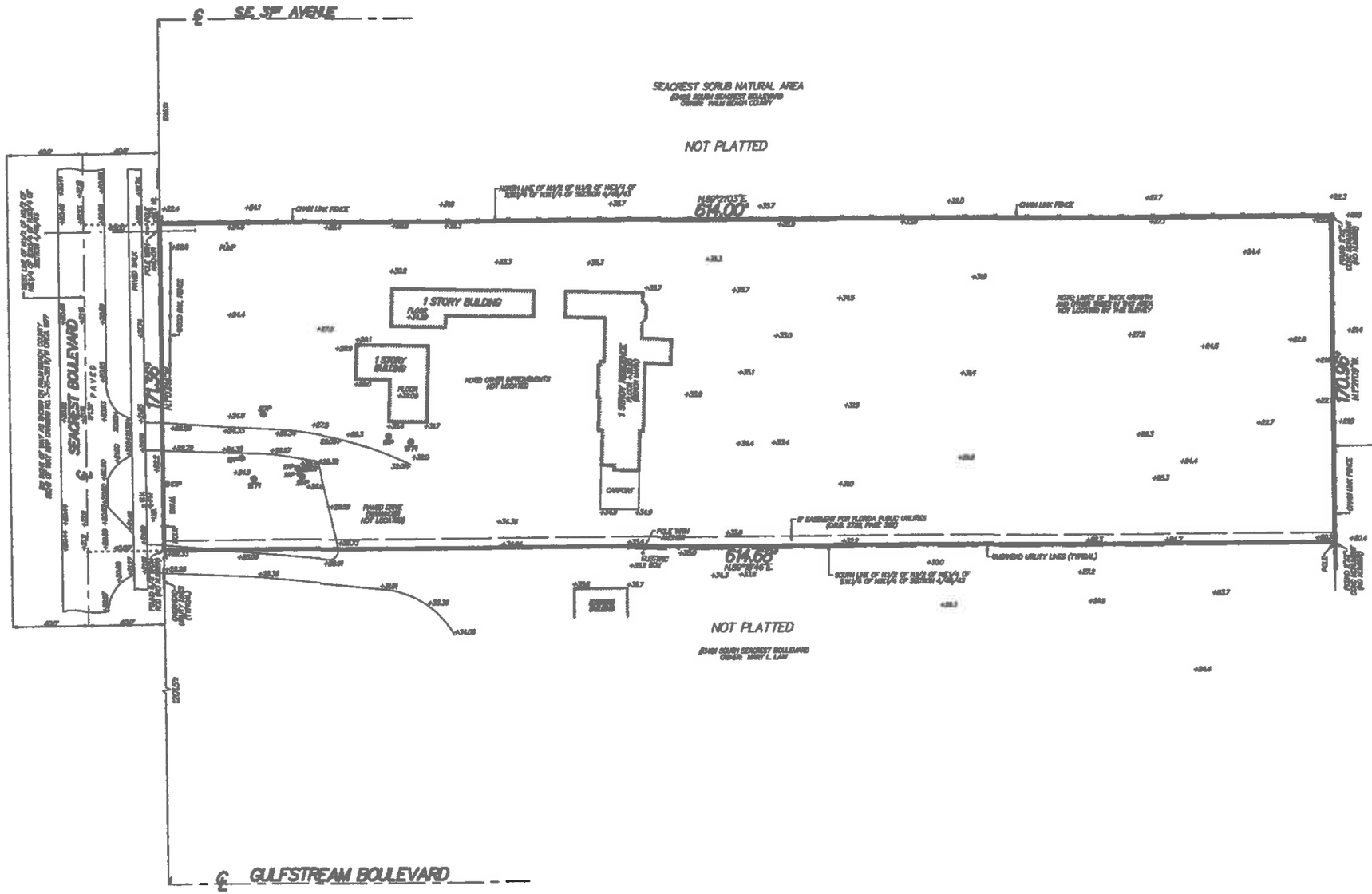

LEGEND:

℄ = CENTERLINE

W.M. = WATER METER

G.V. = GATE VALVE

F.H. = FIRE HYDRANT

U.B. = UTILITY BOX

P = PALM TREE

PI = PINE TREE

SECTION 4/46/43 = SECTION 4, TWONSHP 46 SOUTH, RANGE 43 EAST

THE NORTH LINE OF THE N1/2 OF THE N1/2 OF THE NE1/4 OF THE S.W.1/4 OF THE N.W.1/4 OF SECTION 4/46/43 IS ASSUMED TO BEAR N89°27'05"E.

+21.11 = ELEVATION BASED ON NORTH AMERICAN VERTICAL DATUM 1988. SOURCE: L-NET GPS NETWORK

FLOOD ZONE: X
COMMUNITY PANEL NO. 12099 0877 SUFFIX: F
EFFECTIVE DATE: OCTOBER 5, 2017

NOTE: ALL BOUNDARY LINES AND ANGULAR DIMENSIONS ARE PLAT AND SURVEY UNLESS STATED OTHERWISE.

ALL DIMENSIONS SHOWN HEREON ARE BASED ON THE STANDARD U.S. FOOT.

THIS SURVEY HAS ACHEVED A MINIMUM LEVEL OF CLOSURE OF 1 FOOT IN 10,000 FEET AS REQUIRED FOR COMMERCIAL/HIGH RISK. PRIORITY CLOSURE WAS ACHIEVED BASED ON A REDUNDANCY OF MEASUREMENTS FOR VERTICAL, HORIZONTAL AND ANGULAR DIMENSIONS.

NO TITLE WAS REVIEWED OR SEARCH OF THE PUBLIC RECORDS WAS MADE IN REGARD TO EASEMENTS THAT MAY AFFECT SUBJECT PARCEL.

NO SUBSURFACE SEARCH WAS MADE FOR UTILITIES OR UNDERGROUND FOOTERS

DESCRIPTION:

THE NORTH ONE-HALF (N1/2) OF THE NORTH ONE-HALF (N1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (S.W.1/4) OF THE NORTHWEST QUARTER (N.W.1/4) OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, EXCEPTING THE WEST 40 FEET THEREOF, WHICH WAS DEEDED TO THE COUNTY OF PALM BEACH FOR ROAD RIGHT OF WAY.

CONTAINING 105,145 SQUARE FEET OR 2.414 ACRES MORE OR LESS.

TITLE NOTES:

THIS SURVEY SHOWS ALL EASEMENTS AND RIGHTS OF WAY AS SHOWN ON SCHEDULE B-1 OF THE OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY TITLE COMMITMENT POLICY NO. OFB-8406884, DATED MAY 23, 2017.

MAP OF AS-BUILT SURVEY

SITE ADDRESS: 3479 S. SEACREST BLVD.
BOYNTON BEACH, FLORIDA 33435

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH IN THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

PAUL D. ENGLE
SURVEYOR & MAPPER #5708

O'BRIEN, SUTTER & O'BRIEN, INC.
LAND SURVEYORS
CERTIFICATE OF AUTHORIZATION #LB353
SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE: PAUL D. ENGLE
955 N.W. 17TH AVENUE, SUITE K-1 DELRAY BEACH, FLORIDA 33445
(561) 276-4501 732-3379 FAX 276-2380

DATE OF SURVEY	REVISIONS: 12/27/19 - ADDED TITLE NOTE	SCALE:
JULY 2, 2018		1" = 30'
FIELD BOOK: 8177 PAGE NO.: 73		ORDER NO.: 18-28db

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CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION:
Approve an increase of $40,000 to the existing purchase order for sodium chloride with Morton Salt utilizing the previously approved Palm Beach County Bid No.18-069/MB which expires August 19, 2019. This will bring the total approved expenditure to $200,000 for the year.

EXPLANATION OF REQUEST:
The Utility utilizes sodium chloride at the East Water Treatment Plant to regenerate the resin used in the anion exchange process.
On August 7, 2018 the City Commission approved utilizing the Palm Beach County Bid No. 18-069/MB for the purchase of Sodium Chloride with Morton Salt with an estimated annual expenditure of $160,000. Chemical use is directly related to water production which has increased as compared to last fiscal year. The result is that staff anticipates spending more than the $160,000 for the fiscal year and is requesting that the commission approve increasing the estimated amount by $40,000 to $200,000.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
Sodium chloride is necessary to regenerate resin for treatment at the water treatment plant. Getting this increase will support our mission of providing best drinking water to our customers.

FISCAL IMPACT: Budgeted
Funding is available in Utilities account 401-2811-536-52.35 . Recent fiscal expenditures for this chemical are as follows:

- FY 17/18 $160,000
- FY 18/19 $ 125,000 up to date expenditures

ALTERNATIVES:
An alternative would be to seek another supplier, however, without the volume purchasing power this bid achieves it is unlikely that the new bid will result in lower costs.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Bid	Bid Document

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

Palm Beach County Board of County Commissioners

Melissa McKinlay, Mayor

Mack Bernard, Vice Mayor

Hal R. Valeche

Paulette Burdick

Dave Kerner

Steven L. Abrams

Mary Lou Berger

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

Form L

July 24, 2018

Morton Salt, Inc.
Charlie Cassell, Director, B2B Manufacturing Sales
444 West Lake Street, Suite 3000
Chicago, IL 60606

TERM CONTRACT #18069

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for SODIUM CHLORIDE, SOLAR SALT QUALITY, PURCHASE AND DELIVERY OF, based on:

[X] SOLICITATION #18-069/MB

The term of this contract is 08/20/2018 through 08/19/2019 and has an estimated dollar value of $1,040,850.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY030305000000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Marva Brown at mbrown@pbcgov.org or (561) 616-6815.

Sincerely,

Kathleen M. Scarlett
Director

c: Vernetha Green, Water Utilities Department
File

printed on recycled paper

BID RESPONSE
IFB #18-069/MB

SODIUM CHLORIDE, SOLAR SALT QUALITY, PURCHASE AND DELIVERY OF, TERM CONTRACT

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
1.	SODIUM CHLORIDE, GRANULAR, SOLAR SALT QUALITY, BULK DELIVERY in accordance with AWWA #B-200 Standards as specified herein.	8,100	TON	$ 128.50	$ 1,040,850.00

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Qualification of Bidders information is included, per Term #9? YES/INITIAL PS

Acknowledge Criminal History Records Check requirement, per Term #10? YES/INITIAL PS

Acknowledge Insurance requirements, per Term #19? YES/INITIAL PS

*** PLEASE AFFIX SIGNATURE WHERE INDICATED**
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

FIRM NAME: **(Enter the entire legal name of the bidding entity)**

Morton Salt, Inc.

DATE: 05/25/18

*** SIGNATURE:**

PRINT NAME: Charlie Cassell,

PRINT TITLE: Director, B2B Manufacturing Sales

*** SIGNATURE:**

PRINT NAME: Peter Sashin,

PRINT TITLE: Senior Director, North American Business Management, Retail and B2B

ADDRESS: 444 West Lake Street, Suite 3000

CITY / STATE: Chicago, Illinois ZIP CODE: 60606

TELEPHONE # ( )
For Ordering:
TOLL FREE # (844) 410-0513

E-MAIL: buyindustrial@mortonsalt.com

FAX #: (312) 896-9208

APPLICABLE LICENSE(S) NUMBER #_____ TYPE: _____

FEDERAL ID # 27-3146174

AWARD RECOMMENDATION
BID RE-CAP SHEET

IFB #18-069/MB	**TITLE: Sodium Chloride, Solar Salt Quality, Purchase and Delivery**
BUYER: Marva Brown	

ACTION	INITIALS	DATE	ACTION	INITIALS	DATE
BID OPENED	LP/MAV	05/31/2018	AWARD POSTED ON WEBSITE		6/18/18
POSTING APPROVED	JSmith	6/18/18	AWARD REMOVED FROM WEBSITE		6/26/18
COPY TO BUYER ASSISTANT FOR POSTING ON INTERNET		6/18/18	COPY TO OSBA AND DEPARTMENT		6/26/18

KEY(S) FOR RECOMMENDATION: (PLEASE NOTE YOUR RECOMMENDATION BELOW)	PREFERENCE CODES:		
(1) RECOMMENDED AWARD – LOWEST RESPONSIVE AND RESPONSIBLE BIDDER MEETING SPECIFICATIONS	"GLP"	=	GLADES LOCAL PREFERENCE (5%) See term 3.d of the referenced bid
(2) NO AWARD, RESPONSIVE AND RESPONSIBLE, BUT NOT LOWEST BIDDER MEETING SPECIFICATIONS	"LP"	=	LOCAL PREFERENCE (5%) See term 3.d of the referenced bid
(3) NO AWARD, NOT RESPONSIVE AND / OR RESPONSIBLE TO BID	"SBE"	=	SBE RANKING (10%)*
(4) NOT TECHNICALLY EVALUATED / IN EXCESS OF DEPARTMENT'S FUNDING LIMITS	"NO LP"	=	MARTIN CO. – NO "LP" APPLIED

STEP 1 **STEP 2**

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	LIST BIDDERS AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "GLP", "LP", OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
Morton Salt	**$1,040,850**		**Morton Salt**	**$1,040,850**		**(1)**

NOTE: FOR CALCULATING GLP, LP AND SBE PREFERENCES SEE WEBSITE FOR DETAILS.

REMARKS:

Posting Period 6/18/18 - 6/25/18

PUR '18 JUN 18 PM 2:44

PUR '18 JUN 26 AM 8:00

SBE PARTICIPATION EVALUATION FORM

DATE SENT: June 1, 2018	BUYER: MARVA BROWN
IFB #18-069/MB	TITLE: SODIUM CHLORIDE, SOLAR SALT QUALITY, PURCHASE AND DELIVERY, TERM CONTRACT
USER DEPARTMENT: WUD	USER CONTACT: VERNETHA GREEN
DATE REQUIRED TO BE RETURNED TO PURCHASING: JUNE 12, 2018	

SBE RECOMMENDED LANGUAGE: Established Goal of 15%

The bid listed above has been opened and requires your evaluation. Attached are copies of the SBE Schedules as applicable.

EVALUATE INFORMATION, MAKE DETERMINATIONS, SIGN, DATE AND RETURN.

RESPONDENTS	BIDDER IS ELIGIBLE TO RECEIVE RANKING	PERCENTAGE OF SBE UTILIZATION
MORTON SALT	(2)	0 %
	( )	%
	( )	%
	( )	%
	( )	%
	( )	%
	( )	%
	( )	%
	( )	%
	( )	%

KEY(S) FOR DETERMINATIONS: (PLEASE NOTE ABOVE)

(1) YES
(2) NO

NOTE: RANKING (ESTABLISHED GOALS) – Award will be made to the bidder responsive to the SBE requirements or, in the event there are no bidders responsive to the SBE requirement, the bidder with the greatest SBE participation in excess of seven percent (7%), as long as the bid does not exceed the low bid (non-responsive to the SBE requirements) amount by 10%.

REMARKS: _____

Signature: _____

Title: SB Dev. Specialist II

Date: 6/1/2018

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

Purchasing Department
www.pbcgov.org/purchasing

BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
IFB #18-069/MB

SODIUM CHLORIDE, SOLAR SALT QUALITY, PURCHASE AND DELIVERY OF, TERM CONTRACT

BID SUBMISSION DATE: MAY 31, 2018 AT 4:00 P.M.

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department at (561) 616-6800.

BIDDERS SHALL PROVIDE A RESPONSE IN A SEALED PACKAGE OR CONTAINER SIGNED BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.

Protests can be accepted only during the five (5) business day posting period.

C A U T I O N

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our VSS system. It is the vendor's sole responsibility to routinely check our VSS system for any amendments that may have been issued prior to the deadline for receipt of bids.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from our VSS system or obtained directly from the Purchasing Department.

In accordance with the provisions of ADA, this document may be requested in an alternate format.

50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199
(561) 616-6800 FAX: (561) 616-6811

BOARD OF COUNTY COMMISSIONERS
Palm Beach County
INVITATION FOR BID

IFB #18-069/MB	**IFB TITLE: SODIUM CHLORIDE, SOLAR SALT QUALITY, PURCHASE AND DELIVERY OF, TERM CONTRACT**	
PURCHASING DEPARTMENT CONTACT: MARVA BROWN		**TELEPHONE NO.: (561) 616-6815**
FAX NO.: (561) 242-6715	**E-MAIL ADDRESS: mbrown@pbcgov.org**	

All bid responses must be received on or before May 31, 2018, prior to 4:00 p.m., Palm Beach County local time. **SUBMIT BID TO**: Palm Beach County Purchasing Department, Attention: Marva Brown, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and / or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the purpose and intent of this solicitation to secure bids for item(s) and / or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this Invitation for Bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response prior to the published bid submission time. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

2. LEGAL REQUIREMENTS

a. **COMPLIANCE WITH LAWS AND CODES**: Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA, and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

Any toxic substance provided to the County as a result of this solicitation or resultant contract shall be accompanied by its Safety Data Sheet (SDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

b. **DISCRIMINATION PROHIBITED**: Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the successful bidder warrants and represents that throughout the term of the contract, including any renewals thereof, 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 a default of contract.

c. **INDEPENDENT CONTRACTOR RELATIONSHIP**: The successful bidder is, and shall be, in the performance of all work, services, and activities under the Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to the Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE**: Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as amended. In October

2013, compliance with the requirements of the U. S. Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The bidder is solely responsible for understanding the financial, schedule, and / or staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE / FBI fees that shall be paid by the County.

e. **PUBLIC ENTITY CRIMES**: F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

f. **NON-COLLUSION**: Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and / or debarment or suspension from doing business with Palm Beach County.

g. **LOBBYING**: Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date / time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication, i.e., facsimile, e-mail or U.S. mail. Violations of the "Cone of Silence" are punishable by a fine of $250.00 per violation.

h. **CONFLICT OF INTEREST**: All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.

i. **SUCCESSORS AND ASSIGNS**: The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of the Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in the Contract without the prior written consent of the other.

j. **INDEMNIFICATION**: Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and / or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and / or resultant contract.

k. **PUBLIC RECORDS, ACCESS AND AUDITS**: The bidder agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the bidder's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the bidder, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the COUNTY or the bidder, and wherever located shall be the property of the COUNTY.

Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential. All submitted information that the responding bidder believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The bidder shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of the Contract. The COUNTY shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the Bidder's place of business.

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

1. Keep and maintain public records required by the COUNTY to perform services provided under the Contract.
2. Upon request from the COUNTY's Custodian of Public Records ("County's Custodian") or COUNTY's representative/liaison, on behalf of the County's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Bidder further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
3. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Bidder does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
4. Upon completion of the Contract, the Bidder shall transfer, at no cost to the COUNTY, all public records in possession of the Bidder unless notified by COUNTY's representative/liaison, on behalf of the County's Custodian, to keep and maintain public records required

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

Bidder acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the Bidder to comply with the requirements of this Section, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of the Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

l. **INCORPORATION, PRECEDENCE, JURISDICTION, GOVERNING LAW**: This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the award or the resultant contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

m. **LEGAL EXPENSES**: The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the contract, or from any other matter generated by or relating to the contract.

n. **NO THIRD PARTY BENEFICIARIES**: No provision of the 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 the Contract, including but not limited to any citizen or employees of the County and / or successful bidder.

o. **SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN $1 MILLION)**: As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance of this Invitation for Bid, the BIDDER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, , or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by BIDDER, the resulting Contract from this Invitation for Bid may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of the Contract shall be imposed, pursuant to F.S. 287.135.

3. BID SUBMISSION

a. **SUBMISSION OF RESPONSES**: **All bid responses must be submitted on the provided Invitation for Bid "Response" Form.** Bid responses on vendor letterhead / quotation forms shall not be accepted. **Responses must be typewritten, written in ink or a photocopy** and must be signed by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.

b. **CERTIFICATIONS, LICENSES AND PERMITS**: Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete the contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

c. **SBE BID DOCUMENT LANGUAGE**

Item 1 – Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

Item 2 – SBE Goals
The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

Item 3 – Ranking of Responsive Bidders
Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement.

a. In evaluating competitive bids or quotes between $1,000 and one million dollars ($1,000,000) where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement as long as the bid does not exceed the low bid amount by 10%. In the event there are no bidders responsive to the SBE requirement, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%).

b. In evaluating bids in excess of one million dollars ($1,000,000), where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars ($100,000) plus three percent (3%) of the total bid in excess of one million dollars ($1,000,000). In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars ($100,000) plus three percent (3%) of the total bid in excess of one million dollars ($1,000,000).

Item 4 – Bid Submission Documentation
SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by any SBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

Schedule 1 – List of Proposed SBE and M/WBE Participation
This list shall contain the names of the SBE Prime SBE and subcontractors intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors.

(Only Job Order Contracting (JOC) contracts and Task Authorizations for annual contracts may be excluded from this requirement.)

Schedule(s) 2 – Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor
A Schedule 2 shall be completed by the SBE Prime. A Schedule 2 shall be completed and signed by the proposed SBE subcontractor listed on Schedule 1. SBE Primes and SBE Subcontractors shall specify the type of work to be performed, the cost and / or percentage. If the SBE intends to subcontract any portion of the job to another certified SBE, or non-SBE, they are required to list the amount and the name of the subcontractor on this form. The Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor. Additional sheets may be used as needed. In lieu of a Schedule 2, a detailed responsive proposal may be acceptable.

Item 5 – SBE Certification
Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY**. It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the on-line Vendor Directory at www.pbcgov.org/osba to verify SBE certification.

Item 6 – Counting SBE Participation (and M/WBE Participation for Tracking Purposes)

a. Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the County or the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE. Prior to issue, total dollar value of a contract will be determined by the PBC user department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts.

b. The County may count toward its SBE goals the total value of a contract awarded to an eligible SBE firm that subsequently is decertified or whose certification has expired after a contract award date or during the performance of the contract.

c. The County or Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.

d. The County or Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

e. The County or Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier / distributor that produces goods from raw materials or substantially alters the goods before resale).

f. The County or Prime may count sixty percent (60%) of its expenditure to SBE suppliers / distributors that are not manufacturers.

g. The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor.

h. The County or Prime may only count toward its SBE goal the goods and services in which the SBE is certified and performs with its own forces.

Item 7 – Responsibilities After Contract Award

Schedule 3 – SBE-M/WBE Activity Form
This form shall be submitted by the prime contractor with each payment application when SBE subcontractors are utilized in the performance of the contract. This form shall contain the

names of all SBE subcontractors, specify the subcontracted dollar amount for each subcontractor and show amount drawn and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

Schedule 4 – SBE-M/WBE Payment Certification
A Schedule 4 for each SBE sub shall be completed and signed by the proposed SBE after receipt of payment from the Prime. If a SBE subcontractor intends to disburse any funds associated with this payment to any subcontractor for labor provided on this contract, the amount and name of the subcontractor must be listed on this form. In addition, if the named subcontractor is a certified SBE, then a Schedule 4 shall be completed and signed by the named SBE after receipt of payment from the SBE subcontractor. When applicable, the Prime shall submit this form with each application submitted to the County for payment to document payment issued to a sub in the performance of the contract.

All bidders hereby assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

Item 8 – SBE Substitutions
After contract award, the successful bidder will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA.

d. **LOCAL PREFERENCE ORDINANCE**: In accordance with the Palm Beach County Local Preference Ordinance, a preference may be given to (1) bidders having a permanent place of business in Palm Beach County or (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.

1. Glades Local Preference: Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a non-Glades business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining local preference.
2. Local Preference: Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local business; all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining local preference.
3. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation / Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation / Invitation for Bid. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. The Palm Beach County Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder / proposer to not receive a local preference.

e. **DRUG FREE WORKPLACE CERTIFICATION**: In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.

f. **CONDITIONED OFFERS**: Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

g. **PRICING**:

1. Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
2. The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
3. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
4. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid submission to allow for evaluation and award.
5. Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term.
6. In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED BY THE BIDDER PRIOR TO BID SUBMISSION. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**
7. Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.

h. **SUBMITTING NO BID or NO CHARGE**: Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid". If some items are to be offered at no charge, bidders should mark those items as "no charge". Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly.

i. **ACCEPTANCE / REJECTION OF BIDS**: Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.
Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

j. **NON-EXCLUSIVE**: The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.

k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES**: Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

l. **PERFORMANCE DURING EMERGENCY**: By submitting a bid, bidder agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, Palm Beach County shall be given "first priority" for all goods and services under the contract. Bidder agrees to provide all goods and services to Palm Beach County immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County. Failure to provide the goods or services to the County on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of contract and subject the bidder to sanctions from doing further business with the County.

m. **SALES PROMOTIONS / PRICE REDUCTIONS / MOST FAVORED CUSTOMER**: Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County. Additionally, anytime after award, the successful bidder may offer a reduced price which shall remain in effect for the duration of the contract. The successful bidder warrants that the price(s) shall not exceed the successful bidder's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the successful bidder offers more favorable pricing to one of its customer(s), the successful bidder shall extend to the County the same pricing or the then current market price, whichever is lower.

4. BID SUBMISSION TIME / AWARD OF BID

a. **OBSERVING THE PUBLISHED BID SUBMISSION TIME**: **The published bid submission time shall be scrupulously observed.** It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid submission time. Any bid delivered after the precise published time of bid submission shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid submission time.

b. **POSTING OF AWARD RECOMMENDATION**: Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at www.pbcgov.org/purchasing prior to final approval, and shall remain posted for a period of five (5) business days. The official posting on the Purchasing Department website shall prevail if a discrepancy exists between the referenced listings.

c. **PROTEST PROCEDURE**: Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to (561) 242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

5. CONTRACT ADMINISTRATION

a. **DELIVERY AND ACCEPTANCE**: Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

b. **FEDERAL AND STATE TAX**: Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials. Any sales tax paid by successful bidders to their suppliers for materials to fulfill contractual obligations with the County are not reimbursable by the County to the successful bidder.

c. **PAYMENT**: In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the successful bidder's bid; must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at **https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService**.

Successful bidders **shall** send **ALL ORIGINAL** invoices to the following address and **may** send copies of invoices to the Palm Beach County Department requesting the goods/services. Invoices submitted on carbon paper shall not be accepted.

PALM BEACH COUNTY
FINANCE DEPT.
P.O. BOX 4036
WEST PALM BEACH, FL 33402-4036

Payment shall be made by the County after goods / services have been received, accepted and properly invoiced as indicated in the contract and / or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.
Note: Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program. For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at pbcpaymentmgr@mypalmbeachclerk.com.

d. **CHANGES**: The Director of Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.

e. **DEFAULT**: The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates the contract in whole or in part because of default of the successful bidder, the County may procure goods and / or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience".

f. **TERMINATION FOR CONVENIENCE**: The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and / or subcontracts related to the terminated work.

g. **REMEDIES**: No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

6. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS**: Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

7. **BUSINESS INFORMATION**: If bidder is a Joint Venture for the goods / services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

THIS IS THE END OF "GENERAL CONDITIONS"

SPECIAL CONDITIONS

8. GENERAL / SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

9. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

A. List a minimum of three (3) references in which similar goods and/or services have been provided within the past three (3) years including scope of work, contact names, addresses, e-mail addresses, telephone numbers and dates of service on the attached reference sheet included herein. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.

10. CRIMINAL HISTORY RECORDS CHECK

This solicitation includes sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), and Resolution R-2003-1274, as amended. County staff representing the User County Department will contact the recommended awardee(s) and provide specific instructions for meeting the requirements of this Ordinance. This provision applies to and must be adhered to by all vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering critical facilities or criminal justice information facilities.

Individuals passing the background check will be issued a badge. Contractor shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract work and return them to the County. If the contractor or its subcontractor terminates an employee who has been issued a badge, the Contractor must notify the County within two (2) hours. At the time of termination, the contractor shall retrieve the badge and return it to the County in a timely manner. The County reserves the right to suspend any Contractor that; 1) does not comply with the requirements of County Code Section 2-371 through 2-377 as amended; 2) does not contact the County regarding a terminated contractor employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

11. AWARD (ALL-OR-NONE)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an all-or-none, total offer basis. Therefore, it is necessary for a bidder to bid on every item in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire bid will be considered non-responsive. Additionally, if a bidder enters a No Bid, or N/A for any item, they will be considered non-responsive.

12. PRIMARY AND SECONDARY DESIGNATION

Palm Beach County reserves the right to make multiple awards for this solicitation. In the event that this right is exercised, the lowest responsive, responsible bidder shall be designated primary awardee and the next lowest responsive, responsible bidder shall be designated secondary awardee. The primary awardee shall be given the first opportunity to perform. The secondary awardee shall be contacted **only** after the primary awardee has refused to perform. The primary awardee is expected to perform all work offered to them, unless they are unable to perform it for lack of resources or technical ability. The primary awardee

may be found in default of this contract if it declines more than 10% of the offered work, or if it establishes a pattern of accepting only the more desirable work and declining the less desirable work. Additionally, if during the term of the contract the primary awardee is found in default of the contract; does not agree to renew the contract; or unilaterally terminates the contract, the rights, duties, and obligations of the primary awardee shall be offered to the secondary awardee and awarded upon mutual agreement.

13. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twelve (12) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

14. ADDITION / DELETION OF DELIVERY LOCATIONS

Palm Beach County reserves the right to add or delete delivery locations (including locations within the Glades) during the term of the contract at its sole discretion. Additional locations shall be based on price per ton offered on the Bid Response page, and shall not exceed the original expiration date of the contract. Additional sites may be subject to renewal options.

15. DELIVERY

Delivery shall be required within three (3) calendar days after receipt of term contract delivery order (DO) unless a modified delivery date has been requested by the successful bidder and approved in writing by the Purchasing Director or his/her designee. Failure of the successful bidder to perform to the delivery requirement is sufficient cause for default and termination of the contract.

16. AS SPECIFIED

A term contract delivery order (DO) will be issued to the successful bidder with the understanding that all items delivered must meet the specifications herein. Palm Beach County will return, at the expense of the successful bidder, items not delivered as specified.

At the option of Palm Beach County, item(s) from any delivery may be submitted to an independent testing laboratory to determine conformity to respective specifications. Bidders shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specifications.

17. QUANTITY

The quantities shown are estimated. Palm Beach County reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. Unless stipulated otherwise, Palm Beach County will accept NO minimum order requirements. Additionally, bidders are cautioned to bid in accordance with the unit specified on the bid response page.

18. RENEWAL OPTION

The successful bidder shall be awarded a contract for twelve (12) months with the option to renew for four (4) additional twelve (12) month period(s). The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. The unit prices bid shall apply for the initial term and each renewal period. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if the successful bidder is suspended by the Purchasing Department prior to the commencement of the renewal period.

19. INSURANCE REQUIRED

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Insurance Tracking Services, Inc. (ITS), P.O. Box 20270, Long Beach, CA 90801. Subsequently, the successful bidder shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance. Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than $500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

Business Auto Liability Insurance. Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than $500,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the bidder indicating either the bidder does not own any vehicles, and if vehicles are acquired throughout the term of the contract, bidder agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Workers' Compensation and Employer's Liability Insurance. Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request). Failure to provide required insurance shall render your bid non responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract.

All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

Bidder shall agree that all insurance coverage required herein shall be provided by Bidder to County on a primary basis.

SPECIFICATIONS
IFB #18-069/MB

SODIUM CHLORIDE, SOLAR SALT QUALITY, PURCHASE AND DELIVERY OF, TERM CONTRACT

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm, fixed pricing and establish a term contract for the purchase and delivery of Sodium Chloride, Solar Salt quality or greater at various locations throughout Palm Beach County.

TECHNICAL REQUIREMENTS

1. The sodium chloride (N_aC1), granular, shall be solar salt quality or greater, containing no organic binders, flow control agents, or resin cleaning materials, and meeting or exceeding the following specifications (as ppm [mg/kg] weight):

N_aC1:	
Dry basis	96.3 - 98%
Wet basis	93.3% min.
Calcium sulfate	0.30% max.
Magnesium chloride	0.06% max.
Calcium chloride	0.10% max.
Magnesium sulfate	0.02% max.
Insoluble	0.1% max.
Moisture (as H_20)	3.0% max.
Lead	0.0007% max.
Copper	0.0003% max.
Iron (as Fe)	0.002% max.
Total impurities (soluble & insoluble)	2.0% max.

2. Product shall be as per ANSI/AWWA B200 latest revision Standards, Section 5, VERIFICATION.
3. Product shall be homogeneous and in a crystalline granular form.
4. Product shall be white in color.

COUNTY'S RESPONSIBILITIES

The County shall order on an as needed basis, during the term of the contract.

SUCCESSFUL BIDDER'S RESPONSIBILITIES

1. If the material does not meet the requirements of the Standards, the successful bidder shall remove it from the County property at no additional cost.
2. The successful bidder may be required to provide an affidavit to the County upon request stating that the Sodium Chloride furnished complies with all applicable requirements of the Standards.
3. All bulk shipments shall be accompanied by certified weight tickets. Delivery shall be made using pneumatic tanker trucks only and shall be bulk delivery.
4. Successful bidder shall be responsible for hose connection (4" aluminum cam-lock).
5. Delivery will be full truckloads and shall be delivered on an as needed basis.

CURRENT DELIVERY LOCATIONS	ESTIMATED QUANTITY
Water Treatment Plant #2 2956 Pinehurst Drive, West Palm Beach, FL 33467 Patti Brock (561) 493-6360	5,400 Tons
Water Treatment Plant #8 1500 Jog Road, West Palm Beach, FL 33415 Tim McAleer (561) 493-6180	2,700 Tons

COUNTY ACCEPTANCE

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the successful bidder and for full credit, any items received which fail to meet the County's specifications or performance standards.

PAYMENT

Payment is based on the unit price provided on the Bid Response page. Payment shall be rendered ONLY upon the County's satisfaction of service(s) rendered. Price shall include, but is not limited to, all supervision, labor, equipment, materials, tools, machinery, transportation, travel, manpower, fuel, mobilization, demobilization and other facilities and services necessary to fully and completely provide the service(s) as specified above. No additional compensation shall be offered or paid.

BID RESPONSE
IFB #18-069/MB

SODIUM CHLORIDE, SOLAR SALT QUALITY,
PURCHASE AND DELIVERY OF, TERM CONTRACT

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
1.	SODIUM CHLORIDE, GRANULAR, SOLAR SALT QUALITY, BULK DELIVERY in accordance with AWWA #B-200 Standards as specified herein.	8,100	TON	$ _____	$ _____

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Qualification of Bidders information is included, per Term #9? YES/INITIAL _____

Acknowledge Criminal History Records Check requirement, per Term #10? YES/INITIAL _____

Acknowledge Insurance requirements, per Term #19? YES/INITIAL _____

* PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

FIRM NAME: **(Enter the entire legal name of the bidding entity)** | DATE:

*** SIGNATURE:** _____ | PRINT NAME: / PRINT TITLE:

ADDRESS: _____

CITY / STATE: _____ ZIP CODE: _____

TELEPHONE # ( ) | E-MAIL:

TOLL FREE # ( ) | FAX #: ( )

APPLICABLE LICENSE(S) NUMBER # _____ TYPE: _____

FEDERAL ID # _____

QUALIFICATIONS OF BIDDERS
REFERENCES FOR IFB #18-069/MB

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		← **This Contact must be informed that they are listed as a reference, and the County may be calling them.**
CONTACT INFORMATION:	**PHONE:** **CELL PHONE:** **FAX:** **EMAIL:**	
SCOPE OF WORK:		
CONTRACT DATES:		

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		← **This Contact must be informed that they are listed as a reference, and the County may be calling them.**
CONTACT INFORMATION:	**PHONE:** **CELL PHONE:** **FAX:** **EMAIL:**	
SCOPE OF WORK:		
CONTRACT DATES:		

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		← **This Contact must be informed that they are listed as a reference, and the County may be calling them.**
CONTACT INFORMATION:	**PHONE:** **CELL PHONE:** **FAX:** **EMAIL:**	
SCOPE OF WORK:		
CONTRACT DATES:		

FIRM NAME: _____

CERTIFICATION OF BUSINESS LOCATION
IFB #18-069/MB

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) bidders having a permanent place of business in Palm Beach County ("County") or (2) bidders having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, bidders must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder to provide the goods/services being solicited by the County, and will be used to verify that the bidder had a permanent place of business prior to the issuance of the solicitation. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a local preference.

In instances where the bidder is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders for additional information related to this requirement after the bid/quote due date.

I. Bidder is a:

_____ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County

_____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

_____ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades

_____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of bidder's County Business Tax Receipt verifies bidder's permanent place of business.

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)

_____, of _____
(Title/Position) (Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder.

_____ _____
(Signature) (Date)

DRUG-FREE WORKPLACE CERTIFICATION
IFB #18-069/MB

IDENTICAL TIE BIDS/QUOTES - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/quotes the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids/quotes are received from vendors who have not submitted with their bids/quotes a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids/quotes.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/quote, and received on or before the published bid/quote submission deadline to be considered. The failure to execute and/or return this certification shall not cause any bid/quote to be deemed non-responsive.

Whenever two (2) or more bids/quotes which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/quote received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

(4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____ **the**
(Individual's Name)

_____ **of** _____
(Title/Position with Company/Vendor) **(Name of Company/Vendor)**

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Signature **Date**

Revised - 11/10/16

SCHEDULE 1
LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME:_____ PROJECT NO. OR BID NO.: _____

NAME OF PRIME BIDDER:_____ ADDRESS: _____

CONTACT PERSON:_____ PHONE NO.: _____FAX NO.:_____

BID OPENING DATE:_____ USER DEPARTMENT: _____

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories) M/WBE Minority Business	SBE Small Business	DOLLAR AMOUNT OR PERCENTAGE OF WORK Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	☐	☐					
2.	☐	☐					
3.	☐	☐					
4.	☐	☐					
5.	☐	☐					
(Please use additional sheets if necessary)		Total					

Total Bid Price $ _____ Total SBE-M/WBE Participation Dollar Amount or Percentage of Work _____

I hereby certify that the above information is accurate to the best of my knowledge:_____

Signature Title

Note:
1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

Revised 9/7/2011

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: _____ PROJECT NAME: _____

TO:

_____
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise _____

Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	**Item Description**	**Qty/Units**	**Unit Price**	**Total Price/ Percentage**
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

at the following price or percentage

_____
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price or Percentage _____/ _____
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

_____
(Print name of SBE-M/WBE Subcontractor)

By: _____
(Signature)

_____
(Print name/title of person executing on behalf of SBE/M/WBE Subcontractor

Revised 10/11/2011

Date: _____

OSBA SCHEDULE 3
SBE-M/WBE ACTIVITY FORM

SBE-M/WBE ACTIVITY FOR MONTH ENDING_____ PROJECT#:_____

PROJECT NAME_____

PRIME CONTRACTOR NAME_____

PROJECT SUPERVISOR_____

Schedule 3 is used to show the monthly payment activity for work performed by each SBE-M/WBE Subcontractor on the project and in conformity with the SBE-M/WBE's submitted on schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to Palm Beach County. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting Information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION								SBE-M/WBE Category (check all applicable)						
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Contract Amount	Approved Change Orders	Revised SBE-M/WBE Contract Amount	Amount drawn for SBE-M/WBE Sub This Period	Amount drawn for SBE-M/WBE Sub to Date	Amount Paid to Date for SBE-M/WBE Subcontractor	Actual Starting Date	Minority Business (√)	Small Business (√)	Black	Hispanic	Women	Caucasian	Other (Please Specify)

I hereby certify that the above information is true to the best of my knowledge_____
(Signature and Title)

Return to: Palm Beach County

Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

Revised 9/7/2011

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that _____ received
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of $ _____ . ____

On ____ - ____ - ____ from _____
MM DD YYYY (Prime Contractor Name)

For labor and/or materials used on _____ / _____
(Project Name) (Work Order)

DEPT.: _____ PROJECT NO.: _____

PRIME CONTRACTOR VENDOR CODE: _____

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: _____

==========

If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor and/or material provided on this project, please provide the following information:

*Subcontractor Name: _____ Amount to be paid: _____

*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.

==========

By: _____ _____
(Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____

By: _____

_____
Notary Public, State of Florida

_____
Print, Type or Stamp Commissioned Name of Notary

Personally Known ____ OR Produced Identification ____ Type of Identification _____

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION: Approve Task Order UT-2C-03 with CDM Smith, Inc. in the amount of $99,960.00 in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category C awarded by City Commission on August 7, 2018 for work on a Hydraulic Analysis for the Downtown Stormwater System.

EXPLANATION OF REQUEST:
Contract Period: August 22, 2018 – August 21, 2020

CDM Smith completed a review of the stormwater hydraulic capacity and water quality retrofit needs of the Downtown Watershed, with a focus on the area between Town Square and the Downtown Stormwater Pond at the east end of Boynton Beach Boulevard. Staff has requested CDM Smith to expand the scope and geographical area of their evaluation. This Task Order will provide an update to the computer model of the stormwater conveyance and treatment for the Downtown Watershed. It will examine a larger study area as depicted in Figure 1 of the attached proposal. In general, the study area will extend north to the Boynton (SFFWMD C-16) Canal, east to the Intracoastal Waterway, south to SE 12th Avenue, and west to NW 4th Street. The study will also identify opportunities for regional stormwater treatment areas that would provide benefits to the City for flood control and support redevelopment by routing stormwater runoff to the treatment areas.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The project will enable Utilities to identify and prioritize the needed stormwater system improvements in the eastern portion of the City, which will result in an improved level of service to the residents and businesses, reduced frequency of nuisance flooding, and will support future growth and redevelopment.

FISCAL IMPACT: Budgeted
Funding for the project is available in Utilities CIP account 403-5000-538-65.09, project STM031.

ALTERNATIVES: Not proceed with the evaluation at this time.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Task Order	CDM Smith Proposal
🗋	Contract	CDM Smith Contract

HYDRAULIC ANALYSIS FOR DOWNTOWN STORMWATER SYSTEM

CONTRACT NO.: 046-2821-17/TP – GENERAL CONSULTING SERVICES

SCOPE CATEGORY "C"

Task Order No. UT-2C-03

BACKGROUND

This Task Authorization – Hydraulic Analysis for Downtown Stormwater System, when executed, shall become part of the Agreement for Professional Services between the City of Boynton Beach (CITY) and CDM Smith Inc. (CONSULTANT) dated August 20, 2018.

SCOPE OF WORK

Following the City's review of the hydraulic capacity and water quality retrofit needs of the Downtown Watershed completed under Task Order No. UT-2C-01, the CITY has directed the CONSULTANT to prepare a new Task Order to further update the existing stormwater model for the Downtown Watershed. The 2018 stormwater model update from Task Order No. UT-2C-01 refined the 1999 model based on conveyance infrastructure data provided by the CITY tributary to Pond B. This included migration of the stormwater model data sets to be compatible with the Environmental Protection Agency (EPA) Stormwater Management Model (SWMM) Version 5 using the PCSWMM interface. The additional updates recommended for the Downtown Watershed that are included in this Task Order are listed below:

1. Extend the Downtown Watershed study area northward from Martin Luther King Boulevard; to the Boynton Beach Canal; east of NW 1st Street (**Figure 1**);

2. Verify the western border extent of the Downtown Watershed using the 2017 Digital Elevation Model (2017 DEM) developed from the 2017 Light Detection and Ranging (LiDAR) topography for Palm Beach County;

3. Update the existing hydrologic unit boundaries for the Downtown Watershed and create new hydrologic unit boundaries for the expanded watershed area added under Item 2 above;

4. Verify overland flow paths using the 2017 DEM for each hydrologic unit that comprise the Downtown Watershed;

5. Update basin surface storage calculations using the 2017 DEM for the Downtown Watershed;

6. Identify potential opportunities for exfiltration trench treatment systems in areas of the Downtown Watershed currently with no water quality treatment (water quality retrofit); and,

7. Identify opportunities for regional stormwater ponds that would benefit the CITY in both flood control and water quality retrofit.

Based upon the outcome of these updates and alternatives analysis, the CONSULTANT will make recommendations regarding implementation of an updated Capital Improvement Program (CIP) and update the ERP for the Downtown Watershed.

TASK 1 – STORMWATER MODEL UPDATE

The CONSULTANT will update the 2018 hydrologic and hydraulic stormwater model PCSWMM data sets as defined below.

Subtask 1.1 – Hydrologic Model Update

The CONSULTANT will update the following hydrologic model parameters:

a. Verify and update if required, up to 110 hydrologic unit boundaries presented in the December 21, 2018 Technical Memorandum prepared by the CONSULTANT as part of a previous Task Order using the 2017 DEM;

b. Verify the western boundary of the Downtown Watershed, and update if required based upon the 2017 DEM;

c. Review up to 10 proposed development plans within the Downtown Watershed with the CITY to identify proposed stormwater infrastructure;

d. Contact FDOT and Palm Beach County with regard to additional pipes that require inclusion in the model;

e. Expand the norther boundary of the Downtown Basin to the Boynton Beach Canal as shown in Figure 1, including the creation of new hydrologic unit boundaries commensurate with the level of detail of hydrologic modeling defined in Subtask 1.2;

f. Update the overland flow parameters (e.g., slope, path, and width) for each hydrologic unit using the 2017 DEM;

g. Update the surface storage/depression areas for the modeled hydrologic units using the 2017 DEM; and,

h. Update the runoff parameters used by PCWMM based upon soil infiltration characteristics estimated using the National Resource Conservation Service (NRCS) soils map and the 2026 Future Land Use map provided by the CITY. The CONSULTANT will consolidate land use categories into a maximum of 15 groups with similar runoff characteristics.

The CONSULTANT will update the 2018 PCSWMM model data sets to include the updated runoff parameters and will draft a summary section presenting the updated data and model.

Subtask 1.2 – Hydraulic Model Update

The CONSULTANT will update the following hydraulic model parameters:

a. Add the underground stormwater conveyance infrastructure based upon available data (24-inch in diameter or equivalent and larger) for the expanded (up to 50 additional pipes) area on the northside of the Downtown Watershed;

b. Update/create overland flow path connectivity between hydrologic units and stormwater model nodes (e.g., street flow) in the existing stormwater model. This includes one day of field observation time for the expanded areas of the Downtown Watershed (north end);

c. Explicitly model local hydraulic losses instead of integrating into an equivalent roughness coefficient (Manning's "n"); and

d. Update stage-area-storage relationships based on the 2017 LiDAR topography.

The CONSULTANT will identify potential survey needs for the City to provide. This may include pipes, channels, road and/or building elevations.

The CONSULTANT will update the 2018 PCSWMM model data sets to include the updated hydraulic parameters.

Using the updated stormwater model, the CONSULTANT will simulate the 100-Year, 25-Year, and 10-Year, 72-Hour design storm events. The South Florida Water Management District (SFWMD) rainfall distribution will be used for each design storm event. The CONSULTANT will confirm with both the CITY and the SFWMD on total rainfall volume to be used for each design storm event. Peak stages and flows predicted by the stormwater model will be tabulated and the CONSULTANT will draft a summary section presenting the updated data and model.

Subtask 1.3 – Level of Service (LOS) Analysis

The CONSULTANT will establish landmark (indicator) elevations for structures and/or roadways evaluated in the stormwater model using data made available for this study by the CITY. The landmark elevations established for the LOS analysis are the critical or lowest landmark elevation. These elevations will be determined from topographic map information (2017 DEM). The CONSULTANT will designate a desired design storm event LOS for each conveyance element included in the stormwater model based on CITY standards. The established critical elevation will be compared to the predicted peak water surface elevation from each design storm event simulation to determine if a structure meets its designated LOS. This comparison will be done in a table format.

Subtask 1.4 – Floodplain Mapping

The CONSULTANT shall conceptually delineate the 10-Year, 25-Year, and 100-Year floodplain areas on 8.5" by 11" figures based on the model results from Task 1.3 and the 2017 DEM. This will not be to a FEMA level of detail.

TASK 2 – ALTERNATIVES ANALYSES

The CONSULTANT will conduct an alternative analysis based upon findings from the previous Task Order (11/19/2018) and discussions with the CITY as defined below.

Subtask 2.1 – Alternatives Analyses

The CONSULTANT will identify a feasible stormwater Capital Improvement Program (CIP) alternative to meet the CITY's selected LOS for the structures within the model extent of the Downtown Watershed that are predicted not to meet the assigned LOS. The CONSULTANT will document the alternative with description of the proposed project, the amount of water quality treatment provided (ac-ft and equivalent inches) as well as its advantages and disadvantages that include:

- Flood control benefit;
- Permit requirements;
- Potential water quality, aquifer recharge, and environmental benefit;
- Engineer's opinion of conceptual capital costs;
- Operation and Maintenance (O&M) needs; and,
- Public acceptance.

For this study, the alternative analyses will evaluate the following project types:

Exfiltration Trench – The CONSULTANT will identify streets that have the potential to be retrofit with exfiltration trench for water quality treatment. The focus will be on streets/neighborhoods currently without water quality treatment infrastructure.

Stormwater Ponds – The Consultant will identify locations for up to 3 regional/neighborhood stormwater ponds that may provide benefit for both flood control and water quality retrofit.

Stormwater Conveyance Improvements – The Consultant will identify locations where a modeled pipe is predicted to not meet the desired LOS because of its conveyance capacity (not a storage restriction).

The updated stormwater model will be used to identify the flood control benefit based upon flood reductions provided during the 100-Year, 25-Year, and 10-Year/ 72-hour design storm events. The CONSULTANT will provide conceptual capital cost estimates at the present worth dollar's value of the identified CIP. The cost estimates will be based on the conceptual layout and subject to change pending of a more detailed design process (not included in this scope of services). The stormwater improvement CIP alternative will focus on identified flooding problem areas. The CONSULTANT will develop a draft report section summarizing the alternatives and analysis and will also develop GIS layouts for each conceptual alternative.

Subtask 2.2 – Recommended Plan

The CONSULTANT will meet with the CITY to review the results of Task 2.1. During the meeting, the CONSUTLANT and the CITY will identify refinements to the alternative to include in the recommended stormwater CIP for the Downtown Watershed. The CONSULTANT will prepare a final GIS layout of the recommended plan.

The CONSULTANT will also delineate the 10-Year, 25-Year, and 100-Year/72-Hour floodplain areas on 8.5" by 11" figures based on the model results from Task 2.1 and the 2017 DEM. This will not be to a FEMA level of detail.

The CONSULTANT and the CITY will meet with the SFWMD to discuss what options would be available to the CITY for obtaining a conceptual ERP for the Downtown Watershed. The CONSULTANT will draft a report section summarizing the recommended plan and components, LOS, conceptual capital costs, operation and maintenance requirements, permit requirements, and potential phasing.

TASK 3 – DOWNTOWN WATERSHED STORMWATER UPDATE REPORT

The CONSULTANT will prepare the Draft Downtown Watershed Summary Report Update for CITY review summarizing the data and results of Task 1 and Task 2 in digital format (*.PDF file). The CONSULTANT will meet with the CITY to discuss the results of the draft report and mutually agree how the CITY comments should be incorporated into a final report document. The CONSULTANT will print and assemble the Final Downtown Watershed Report Update into three hard copy binders. The report will generally build upon the 1998 report and the subsequent technical memoranda prepared by CDM Smith (100 pages or less including figures).

TASK 4 – PROJECT AND QUALITY MANAGEMENT MEETINGS

Activities performed under this task consist of those general functions required to maintain the project on schedule, within budget, and that the quality of the work products defined within this scope is consistent with the CONSULTANT's standards and the CITY's requirements. Specific activities included are identified below:

Subtask 4.1 –Progress Meetings

The CONSULTANT will meet with the CITY at regular intervals during the duration of the project to discuss the progress of the project. A total of three progress meetings have been planned for budget estimating purposes. The CONSULTANT will prepare meeting notes of each meeting as appropriate. This task also includes internal team meetings.

Subtask 4.2 – Project Quality Management

The CONSULTANT maintains a quality management system (QMS) for CITY projects performed by the CONSULTANT. Technical reviews of deliverables are budgeted for and will be performed to review various milestone submittals.

Subtask 4.3 – Project Status Reports

The CONSULTANT's project manager will prepare and submit a monthly written status report and invoice for anticipated project duration of 4 months. Additionally, the CONSULTANT will provide email updates as requested by the CITY.

Basis for Estimate

1. The CITY will make available both construction drawings and the proposed development plans within the Downtown Watershed.
2. No new topographic mapping will be acquired under this project.
3. Stormwater modeling will be done using the PCSWMM tool.
4. The CITY will be responsible for augmenting survey if deemed necessary by the CONSULTANT for this study.

DELIVERABLES

The CONSULTANT will provide the following deliverables to the CITY:

1. Three hardcopies of the Downtown Watershed Summary Report Update (Task 3).
2. Support Data
    a. Documented Flooding Problems and Complaints
    b. GIS Maps
        i. Basin boundaries
        ii. Model schematic
        iii. Land use
        iv. NRCS soils map
        v. Conceptual 10-, 25- and 100-Year 72-Hour design storm event floodplain areas on 8.5" by 11" figures
        vi. Conceptual improvements
        vii. Recommended CIP plan map
    c. Model input/output files for the 10-, 25-, and 100-Year/Design storm events
    d. Model input/output files for alternatives analysis
3. Attend three project status meetings

FEE

For the services performed under this Task Authorization, the CITY agrees to pay the CONSULTANT a lump sum amount of **$99,960**. The fee build-up for the lump sum amount are presented in the attached tables.

SCHEDULE

The CONSULTANT shall complete the work within 4 months of receipt of the notice-to-proceed from the City. A project schedule will be developed following the project kickoff meeting with CITY staffs.

cc: Suzanne Mechler
Brian Mack

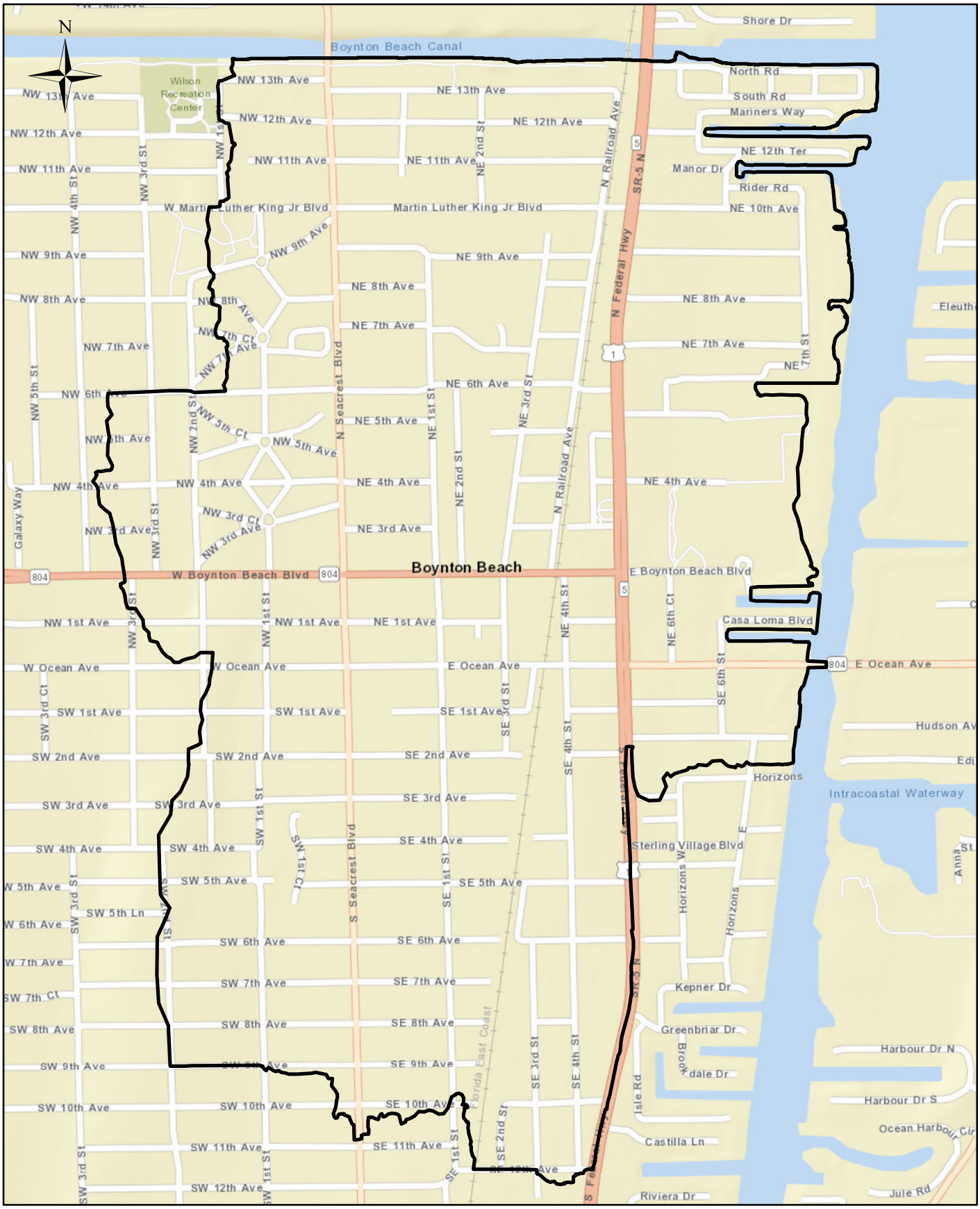

Figure 1. Proposed Study Area

Miles

0 0.050.1 0.2 0.3 0.4

Table 1

City of Boynton Beach

Downtown Watershed Master Plan Model Development and Permitting Support

Work Authorization No. X - Scope of Services and Budget

March 2019

Task No.	*Description*	*Principal $270 (hours)*	*Project Manager $250 (hours)*	*Senior Engineer $220 (hours)*	*Engineer $160 (hours)*	*GIS Specialist $180 (hours)*	*Clearical Administrative $120 (hours)*	*Total Hours (hours)*	*Total Labor $*	*ODC's $*	*OP's $*	*Task Totals $*
1	Stormwater Model Update											
1.1	Hydroloogic Model Update (1)		12	4	40				$10,280	$0	$0	$10,280
1.2	Hydrualic Model Update		12		40				$9,400	$0	$0	$9,400
1.3	Level of Service Analysis		8	4	16				$5,440	$0	$0	$5,440
1.4	Floodplain Mapping		4	4	16				$4,440	$100	$0	$4,540
2	Alternatives Analysis											
2.1	Alternatives Analysis	4	24	20	60				$21,080	$250	$0	$21,330
2.2	Recommended Plan	4	16	4	16				$8,520	$0	$0	$8,520
3	Report											
3.1	Draft and Final Reports		32	8	60		8		$20,320	$500	$0	$20,820
4	Management and Meetings											
4.1	Meetings X3		8	8					$3,760	$500	$0	$4,260
4.2	Project Quality Management	8		8			8		$4,880	$0	$0	$4,880
4.3	Project Status Reports/Managemnet		36				12		$10,440	$50	$0	$10,490
	Totals	16	152	60	248	0	28	0	$98,560	$1,400	$0	$99,960

Note 1: Work already coompleted on this task on current PO has been deducted from the estimated LOE

GENERAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT[1] is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and CDM SMITH, INC., hereinafter referred to as "the CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, the CITY'S Procurement Code, the City of Boynton Beach solicited proposals for professional consulting services from qualified engineering firms for required City services; and

WHEREAS, THE CITY issued a Request for Qualifications for General Consulting Services for the City of Boynton Beach, RFQ No. 046-2821-17/TP; and

WHEREAS, the City Commission designated CONSULTANT as one of several qualified consulting firms to provide General Consulting services to the CITY; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

ARTICLE 1 - SERVICES

1.1 CONSULTANT agrees to perform General Consulting Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies. The specified projects which may be assigned to CONSULTANT is in conjunction with:

	Scope Category A	Water Plant Modifications, Capacity and Operations Evaluation
☒	Scope Category B	Infrastructure Improvements and Evaluations
☒	Scope Category C	Ancillary Studies and Services
	Scope Category D	Transportation Services
	Scope Category E	Architectural and Landscaping Design Services

1.2 SERVICE AND RESPONSIBILITIES

1.2.1 GENERAL: The CONSULTANT agrees to perform work assigned by Task Order(s) under such terms as set forth in the Task Order(s). The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.2.2 The CONSULTANT is responsible for defects in its work and in the work of its Sub-consultants' work.

[1] The term "Agreement" has the same meaning as the term "contract".

1.2.3 PRELIMINARY SERVICES PHASE: The CONSULTANT shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The CONSULTANT shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.

1.2.4 During the preliminary services phase, the CONSULTANT shall advise the CITY, based on CONSULTANT'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; CONSULTANT to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the CONSULTANT'S findings and recommendations.

1.2.4.1 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, and field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with their work, and providing other special field surveys.

1.2.4.2 Preliminary design services to be performed by the CONSULTANT shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.

1.2.4.3 CONSULTANT shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or

1.2.4.4 Upon authorization of the CITY, the CONSULTANT will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the CITY in matters relating to regulatory agency operations review or operating permit non-compliance; assist

with startup and operator training for newly installed or modified equipment and processes, and in the preparation of operating, maintenance and staffing manuals for the project.

1.2.5 BASIC SERVICES: The CONSULTANT shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.

1.2.6 Final design services shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits and landfill permits.

1.2.6.1 The CONSULTANT based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The CONSULTANT shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.

1.2.6.2 The CONSULTANT based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.

1.2.6.3 The CONSULTANT shall assist the CITY in the preparation of the necessary proposal information and forms.

1.2.6.4 The CONSULTANT shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by changes in codes, administrative and jurisdictional requirements

of general market conditions.

1.2.6.5 The CONSULTANT shall submit to the CITY for each project, electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.

1.2.6.6 CONSULTANT shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked up construction drawings to the CONSULTANT so that the CONSULTANT can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.

1.2.6.7 Prior to final approval of the Construction Documents by the CITY, the CONSULTANT shall conduct a thorough review and quality control evaluation of the entire work product for compliance with requirements of any local, state, or federal agency from which a permit or other approval is required. The CONSULTANT shall make sure that all necessary approvals have taken place.

1.2.6.8 Prior to each phased submittal, the CONSULTANT shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The CONSULTANT shall provide to the CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

1.2.6.9 The CONSULTANT shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The CONSULTANT shall comply with all of its governing laws, rules, regulations, codes, directives and other applicable federal, state and local requirements in preparation of the work.

1.2.7 The CONSULTANT shall provide the construction documents, technical specifications and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

1.2.8 The CONSULTANT following the CITY'S approval of the Construction Documents and the latest estimate of probable Construction Cost shall when so directed and authorized by the CITY, assist the CITY in obtaining proposals or negotiated proposals, and assist in preparing contracts for construction.

1.2.8.1 The CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.

1.2.8.2 Any Opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since CONSULTANT has no control over market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the CONSULTANT or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events effecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the CONSULTANT renders the Final estimated probable Construction Cost of the Final Design Plans, the CONSULTANT shall not be responsible for any redesign without compensation which shall be mutually agreed to by the parties hereto.

1.2.8.3 The CONSULTANT shall provide the CITY with a list of recommended prospective bidders.

1.2.8.4 The CONSULTANT shall attend all pre-proposal/per-bid conferences.

1.2.8.5 The CONSULTANT shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.

1.2.8.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals or Invitation to Bid (two-step bid process), CONSULTANT shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.

1.2.8.7 If requested, CONSULTANT shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.

1.2.9 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The CONSULTANT shall also review change orders prepared and submitted by Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the percentage of work completed. The CONSULTANT will neither have

control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the construction of the assigned task order projects.

1.2.9.1 The CITY shall maintain a record of all change orders which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.

1.2.9.2 If the CONSULTANT is not the Construction Manager for the construction, the CITY shall notify the CONSULTANT within three (3) days of the discovery of any architectural/engineering error or omission so that the CONSULTANT can be part of the negotiations resolving the claim between the CITY and the Contractor.

1.2.10 The CONSULTANT shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the CONSULTANT shall sign the schedule of values indicated informed belief that the schedule of values constitute a reasonable, balanced basis for payment of the Application for Payment to the Contractor.

1.2.11 The CONSULTANT shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.2.16 "Resident Project Services" of this Agreement. The CONSULTANT'S observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the CONSULTANT will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the Work completed. The CONSULTANT shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The CONSULTANT shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for Payment, the CONSULTANT shall determine the amount due to the

Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the CONSULTANT will also represent to the CITY that to the best of its information and belief, based on what its observation have revealed; the Work is in accordance with the Construction Documents. The CONSULTANT shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

1.2.12 The CONSULTANT shall revise the Construction drawings and submit record or corrected drawings to the CITY to show those changes made during the construction process based on the marked up prints, drawings and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF files and AutoCad files in a form compatible with the CITY'S version of AutoCad formats for archival purposes.

1.2.13 The CONSULTANT shall attend regularly scheduled progress meetings on site bi-monthly or as otherwise determined based on a specific need established prior to construction by the CITY.

1.2.14 The CONSULTANT shall review change orders prepared and submitted by the Contractor for the CITY'S approval. CONSULTANT shall not authorize any changes in the work or time, no matter how minor without prior written approval by the CITY.

1.2.15 Each project's construction or demolition shall be considered complete upon compilation of a punchlist by CONSULTANT, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by CONSULTANT that all releases of liens are satisfied and written recommendation by CONSULTANT for final payment to the Contractor which shall be at the sole discretion of the CITY.

1.2.16 RESIDENT PROJECT SERVICES: During the Construction progress of any work, the CONSULTANT will if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the CONSULTANT. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but is not limited to the following:

- ❖ Conducting all pre-construction conferences;
- ❖ Conducting all necessary construction progress meetings;
- ❖ Observation of the work in progress to the extent authorized by the CITY;
- ❖ Receipt, review coordination and disbursement of shop drawings and other submittals;
- ❖ Maintenance and preparation of progress reports;

- ❖ Field observation and verification of quantities of equipment and materials installed;
- ❖ Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
- ❖ Maintenance at each project site on a current basis of all drawings, specifications, contracts, samples, permits, and other project related documents, and at the completion of each project, deliver all such records to the CITY;
- ❖ Preparation, update and distribution of a project budget with each project schedule;
- ❖ Notification to the CITY immediately if it appears that either each project schedule or each project budget will not be met;
- ❖ Scheduling and conducting monthly progress meetings at which CITY, Engineer, general contractor, trade contractor, utilities representatives, suppliers can jointly discuss such matters as procedures, progress, problems and scheduling.
- ❖ Recommending courses of action, and enforcing action selected by the CITY, if so directed by the CITY, if the general and/or trade contractors are not meeting the requirements of the plans, specifications, and Construction Contract;
- ❖ Development and implementation of a system for the preparation, review, and processing of change orders;
- ❖ Maintenance of a daily log of each project;
- ❖ Recording the progress of each project, and submission of written monthly progress reports to the CITY including information on the Contractors' work and the percentage of completion;
- ❖ Determination of substantial and final completion of work and preparation of a list of incomplete and unsatisfactory items, and a schedule of their completion; and
- ❖ Securing and transmitting to the CITY, required guarantees; affidavits; releases; key manuals; record drawings; and maintenance stocks;

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the CONSULTANT or the CITY in connection with the work. The Resident Project Representative shall be a person acceptable to the CITY, and the CITY shall have the right to employ personnel to observe the work in progress, provided however that such personnel as employed by the CITY, and such personnel will be responsible directly to the CITY in the performance of work that would otherwise be assumed and performed by the CONSULTANT. The Resident Project Representative shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Resident Project Representative be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Resident Project Representative shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

Although CONSULTANT shall not be responsible for health or safety

programs or precautions related to CITY"s activities or those of CITY's other contractors and consultants or their respective subcontractors and vendors ("Contractors"), CONSULTANT shall nonetheless report to the Resident Project Representative health and safety conditions or deficiencies observed by CONSULTANT'S employees or representatives. CONSULTANT shall not be responsible for CITY's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of CONSULTANT. CONSULTANT shall not be responsible for inspecting, observing, or correcting health or safety conditions or deficiencies of CITY, Contractors or others at project site ("Project Site") other than for CONSULTANT's employees, subconsultants and vendors.

1.3 ADDITIONAL SERVICES

1.3.1 When additional services are necessary they shall be specified in the written Task Order. Examples of additional (not exclusive) services are:

- Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with any particular project.
- Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by or to the CITY.
- Services resulting from significant changes in the general scope, extent or character of any particular project or its design including but not limited to, changes in size, complexity, the CITY'S schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the CONSULTANT'S control.
- Providing renderings or models for the CITY'S use.
- Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.
- Investigations and studies involving but not limited to, detailed considerations of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.
- Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the CONSULTANT (e.g. defective plans and/or specifications which inhibit contractors from submitting

proposals) in which event there shall be no additional cost for the provision of such services.

- ❖ Preparing to serve or serving as a CONSULTANT or witness for the CITY in any litigation, arbitration or other legal or administrative proceeding.
- ❖ Additional services in connection with a project not otherwise provided in this Agreement.
- ❖ Services in connection with a project not otherwise provided for in this Agreement.
- ❖ Services in connection with a field order or change order requested by the CITY.
- ❖ Providing artwork, models, or renderings as requested by the CITY.

1.3.2 When required by the Construction Contract documents in circumstances beyond the CONSULTANT'S control, and upon the CITY'S authorization, it will furnish the following additional services.

- ❖ Services in connection with work changes necessitated by unforeseen conditions encountered during construction.
- ❖ Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the CONSULTANT.
- ❖ Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the CONSULTANT or if the CONSULTANT fails to notify the Contractor of the deficient quality of their workmanship pursuant to CONSULTANT'S duties as described in the Contract Documents, the CONSULTANT'S additional services shall be deemed part of Basic Services and compensated as such.
- ❖ Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.
- ❖ Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.
- ❖ Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the CONSULTANT in which case such services shall be deemed Basic Services. Except when caused by a design error by the CONSULTANT, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.4 CITY'S RESPONSIBILITIES

1.4.1 The CITY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

1.4.1.1 Designate in writing a person or persons to act as the CITY'S representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the CONSULTANT'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this AGREEMENT based on the specific task orders/written task orders from each of the Scope Categories.

1.4.1.2 Provide all criteria and full information as to the CITY'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

1.4.1.3 Assist the CONSULTANT by providing at the CONSULTANT'S request all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

1.4.1.4 Furnish to the CONSULTANT, if required for the performance of CONSULTANT'S services (except where otherwise furnished by the CONSULTANT as Additional Services), the following:

1.4.1.5 Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;

1.4.1.6 Appropriate professional interpretations of all of the foregoing;

1.4.1.7 Environmental assessment and impact statements;

1.4.1.8 Property, boundary, easement, right-of-way, topographic and utility surveys;

1.4.1.9 Property descriptions;

1.4.1.10 Zoning, deed and other land use restrictions;

1.4.1.11 Approval and permits required in the CITY'S jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the CONSULTANT; and

1.4.1.12 Arrange for access to make all provisions for the CONSULTANT to enter upon the CITY'S property as required for the CONSULTANT to perform services under this Agreement.

1.4.1.13 Consistent with the professional standard of care and unless otherwise specifically provided herein, CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

1.5 SEQUENCE OF EVENTS

1.5.1 Following receipt of any task order/written task order, the CONSULTANT shall submit to the CITY, at least five (5) days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

1.5.2 Task orders will be issued to the CONSULTANT in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by CONSULTANT pursuant to this Agreement.

1.5.3 Proposals received by CONSULTANT as a result of task order/written task order that exceeds $25,000 in cost will require approval from CITY Commission before execution of services in accordance with the CITY'S Procurement Administrative Policy.

1.5.4 When the CITY issues task orders to the CONSULTANT, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of CONSULTANT,failure of the CONSULTANT to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.

1.5.5 It is anticipated and intended that the CONSULTANT will be authorized to begin new task orders on a "rolling" basis, as some already assigned task orders near timely completion. If a subsequent Task Order is issued to the CONSULTANT before it has completed the current task order, the completion date for each Task Order will remain independent of each other so that the CONSULTANT will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to complete the "older" task orders in a timely manner, may adversely impact upon continued early authorization to start a subsequent work.

1.5.6 When the CONSULTANT has exceeded the stated completion date including any extension for extenuating circumstances which may have been granted, a written notice of Default will be issued within seven (7) days of the date that the default became active with a requirement of seven (7) days to cure said default, to the CONSULTANT and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.

1.5.7 Should the CONSULTANT exceed the assigned completion time, the CITY reserves the right not to issue to the CONSULTANT any further task orders until such time as it is no longer in default, and the CONSULTANT has demonstrated to the CITY'S satisfaction, the reasons for tardy completion

have been addressed and are not likely to be repeated in subsequent task orders. This restricted issuance provision may result in the CONSULTANT not being issued all of the planned work the CITY anticipated in this Agreement. The CONSULTANT shall have no right to the balance of any work, or to any compensation associated with these non-issued task orders due to the CONSULTANT being rendered in default.

1.5.8 Should the CONSULTANT remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.5.6 the CITY may at its sole option retain another CONSULTANT to perform any work arising out of this Agreement and/or terminate this Agreement.

1.6 DEFINITION OF DEFAULT

1.6.1. An event of default shall mean a material breach of this Agreement . Without limiting the generality of the foregoing and in addition to those instances referred to as a material breach, an event of default shall include the following:

- ❖ CONSULTANT has not performed services on a timely basis due to CONSULTANT'S negligent errors or omissions;
- ❖ CONSULTANT has refused or failed to supply enough properly skilled personnel;
- ❖ CONSULTANT has failed to make prompt payments to SUB-CONSULTANTS or suppliers for any services after receiving payment from the CITY for such services or supplies;
- ❖ CONSULTANT has failed to obtain the approval of the CITY where required by this Agreement;
- ❖ CONSULTANT has refused or failed to provide the services as defined in this Agreement;
- ❖ CONSULTANT has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within ninety (90) days of such date.
- ❖ **CITY has failed to make payments to CONSULTANT in accordance with the requirements of this Agreement**

1.6.2 In the event of Default, the CONSULTANT shall be liable for all damages resulting from the Default including:

- ❖ The difference between the amount that has been paid to the CONSULTANT and the amount required to complete the CONSULTANT'S work, provided the fees by the firm replacing the CONSULTANT are reasonable and the hourly rates do not exceed the CONSULTANT'S rates. This amount shall also include procurement and administrative costs incurred by the CITY.
- ❖ In the event of default by the City, CONSULTANT may suspend the Work pending receipt of such payment.

1.6.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing, and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY'S rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

ARTICLE 2 - TERM

2.1 The initial Contract period shall be for an initial two (2) years, commencing at the execution of the contract, and the City reserves the right to unilaterally renew the contract for three (3) additional one (1) year periods under the same terms, conditions. The CONSULTANT understands and acknowledges that the Services to be performed during the two (2) year term will be governed by this Agreement, and that there is no guarantee of future work being given to the CONSULTANT.

2.2 In the event that services are scheduled to end either by contract expiration or by termination by the CITY (at the CITY'S discretion), the CONSULTANT shall continue the services, if requested by the CITY, or until task or tasks is/are completed. At no time shall this transitional period extend more than one-hundred and eighty (180) calendar days beyond the expiration date of the existing contract. The CONSULTANT will be reimbursed for this service at the rate in effect when this transitional period clause was invoked by the CITY.

ARTICLE 3 - TIME OF PERFORMANCE

3.1 Work under this Contract shall commence upon the giving of written notice by the CITY to the CONSULTANT by way of an executed task order and resultant task order. CONSULTANT shall perform all services and provide all work product required pursuant to this Contract and the specific task order by the Sequence of Events, or unless an extension of time is granted in writing by the CITY.

ARTICLE 4 - PAYMENT

4.1 The CONSULTANT shall be paid by the CITY for completed work and for services rendered under this agreement as follows:

- Payment for the work provided by CONSULTANT shall be made in accordance with the Fee Schedule as provided in Exhibit "A" attached hereto.
- Payment as provided in this Section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
- Compensation for sub-CONSULTANTS will be negotiated based on each task order. Compensation will be through a direct mark-up in

accordance with the Schedule of Professional Fees attached hereto. Sub-consulting services shall be approved by the CITY'S representative prior to performance of the sub-consulting work. Consulting time for processing and management of the sub-CONSULTANT shall not be included in direct costs as the direct mark-up is applied for management efforts.

- The CONSULTANT may submit vouchers to the CITY once per month during the progress of the Work for partial payment for project completed to date. Such vouchers will be verified by the CITY, and upon approval thereof, payment will be made to the CONSULTANT in the amount approved.

- In certain cases where incremental billing for partially completed Work is permitted by the CITY'S representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

- Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the CONSULTANT shall submit a not-to-exceed proposal to the CITY'S representative for prior approval based on estimated labor hours and hourly rates which shall not exceed the established hourly rates as per the Schedule of Professional Fees attached hereto, plus sub-CONSULTANT services and other related costs supporting the proposed work. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not-to-exceed cost amount.

- Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY, which shall occur no later than 30 days following receipt of the invoice.

- Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are considered waived by the CONSULTANT.

- The cost of all services as stated herein shall remain fixed and firm for the initial two (2) year period of the contract. Costs for subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S.

Department Labor. The yearly increase, or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the CONSULTANT, a reasonable reduction in costs that reflect such changes in the industry.

- The CITY may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Contract may be cancelled by the CITY upon giving thirty (30) calendar days written notice to the CONSULTANT

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

5.1 Upon completion of the project and final payment to CONSULTANT, all documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this Contract the documents shall be the property of the CITY whether the Project for which they are made is executed or not. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design features on other projects. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT'S endeavors. Any use of the documents for purposes other than as originally intended by this Contract, without the written consent of CONSULTANT, shall be at the CITY'S sole risk and without liability to CONSULTANT and CONSULTANT'S sub-CONSULTANTS.

ARTICLE 6 - FUNDING

6.1 This Contract shall remain in full force and effect only as long as the expenditures provided in the Contract have been appropriated by the City Commission of Boynton Beach in the annual budget for each fiscal year of this Contract, and is subject to termination based on lack of funding.

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

7.1 CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Contract and that it will retain and assign qualified professionals to all assigned projects during the term of this Contract. CONSULTANT'S services shall meet a standard of care for professional engineering and related services equal to the standard of care for engineering professional practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed

by CONSULTANT shall provide services to CITY pursuant to this Contract. CITY has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent shall not be unreasonably withheld.

ARTICLE 8 - COMPLIANCE WITH LAWS

8.1 CONSULTANT shall, in performing the services contemplated by this service Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract, shall review and comply with laws, regulations, codes and standards in effect as of the date of this agreement that are applicable to CONSULTANT'S services and shall exercise professional care and judgment to comply with requirements imposed by governmental authorities having jurisdiction over the project. Should changes in any law, ordinance, or regulation result in increased costs or delays to services rendered, both parties agree to an equitable adjustment to schedules and prices.

ARTICLE 9 - INDEMNIFICATION

9.1 Subject to the limiting provisions of Florida Statute 725.08, CONSULTANT shall indemnify, and hold harmless the CITY, its offices, agents and employees, from and against any and all losses, or any portion thereof, including reasonable attorneys' fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT'S own employees, or damage to property to the extent caused by negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in performance of CONSULTANT'S duties. Neither party to this Contract shall be liable for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that my result from this Contract or out of the services or goods furnished hereunder.

9.2 To the greatest extent permitted pursuant to Section 725.06, Florida Statutes, CONSULTANT's indemnification obligation (when providing services to CITY) shall not exceed the value of CONSULTANT's total compensation. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF CONSULTANT MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES AGREEMENT

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide certificates of insurance evidencing such coverages and limits, and shall be written by an insurance company authorized to do business in Florida.

10.1.1 Worker's Compensation Insurance: The CONSULTANT shall procure and maintain for the life of this Contract, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. CONSULTANT shall include the Worker's Compensation and Employer's Liability Insurance requirements in its subcontracts. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-CONSULTANT that does not have their own Worker's Compensation and Employer's Liability Insurance, unless not required by statute. The policy must contain a waiver of subrogation in favor of the CITY of Boynton Beach, executed by the insurance company.

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 9, "Indemnification" of this Contract. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from CONSULTANT'S negligent performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY, except for cancellation due to non-payment of premium.

10.1.3 Business Automobile Liability: The CONSULTANT shall procure and maintain, for the life of this Contract, Business Automobile Liability Insurance. The CONSULTANT shall maintain a $1,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

10.1.4 Professional Liability (Errors and Omissions) Insurance: The CONSULTANT shall procure and maintain for the life of this Contract in the minimum amount of $1,000,000 per claim/aggregate.

10.2 It shall be the responsibility of the CONSULTANT to ensure that all sub-CONSULTANTS comply with the same insurance requirements referenced above.

10.3 In the judgment of the CITY, prevailing conditions warrant the provision by the CONSULTANT of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONSULTANT of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONSULTANT fail or refuse to satisfy the requirement of changed coverage within the thirty (30) days following the CITY'S written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONSULTANT, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above if coverage is not otherwise renewed for Comprehensive Liability Insurance on a claims-made policy only.

ARTICLE 11 - INDEPENDENT CONTRACTOR

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

11.2 CONSULTANT acknowledges and understands that, as an independent CONSULTANT pursuant to this Agreement, CONSULTANT shall comply with Chapter 119, Florida Statutes, as amended (Public Records). CONSULTANT'S obligation includes, but is not limited to CONSULTANT'S obligation to preserve public records and make public records available to third parties in addition to the CITY.

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

12.1 The CONSULTANT warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the CITY shall have the right to annul this Contract without liability or, in its discretion to deduct from the contract

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract is accurate, complete, and current as of the date of the Contract.

13.2 The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside CONSULTANTS. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 14 - SUBCONTRACTING

14.1 The CITY reserves the right to accept the use of a SUB-CONSULTANT or to reject the selection of a particular sub-CONSULTANT and to inspect all facilities of any SUB-CONSULTANTS in order to make a determination as to the capability of the SUB-CONSULTANT to perform properly under this contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any sub CONSULTANTS on this project the following provisions of this Article shall apply:

14.2 If a SUB-CONSULTANT fails to perform or make progress, as required by this Contract, and it is necessary to replace the SUB-CONSULTANT to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new SUB-CONSULTANT by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

14.3 The CONSULTANT, its SUB-CONSULTANTS, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and it's agreement with the SUB-CONSULTANT for work to be performed for the City the CONSULTANT must incorporate the terms of this contract.

ARTICLE 15 - DISCRIMINATION PROHIBITED

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

ARTICLE 16 - ASSIGNMENT

16.1 The CONSULTANT shall not sublet or assign any of the services covered by this Contract without the express written consent of the CITY.

ARTICLE 17 - NON-WAIVER

17.1 A waiver by either CITY or CONSULTANT of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 18 – TERMINATION

18.1 Termination for Convenience: This Contract may be terminated by the CITY for convenience, upon ten (10) days of written notice by the terminating party to the other party for such termination in which event the CONSULTANT shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the CONSULTANT abandons the Contract or causes it to be terminated, CONSULTANT shall indemnify the CITY against loss pertaining to this termination.

18.2 Termination for Default: In addition to all other remedies available to the CITY, this Contract shall be subject to cancellation by the CITY for cause, should the CONSULTANT neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure continue for a period of thirty (30) days after receipt by CONSULTANT of written notice of such neglect or failure. In the event of non-payment of other material breach of this Contract by CITY, the Contract is subject to cancellation by CONSULTANT should such condition continue for a period of thirty (30) days after receipt by CITY of written notice of breach.

ARTICLE 19 – DISPUTES AND VENUE

19.1 Any dispute arising out of the terms or conditions of this Contract shall be adjudicated within the courts of Florida. Further, this Contract shall be construed under Florida Law. Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Contract. The parties agree that any action arising out of this Contract shall take place in Palm Beach County, Florida.

ARTICLE 20 – UNCONTROLLABLE FORCES

20.1 Neither the CITY nor CONSULTANT shall be considered to be in default of this Contract if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and

governmental actions. In such circumstances, parties agree to an equitable adjustment of schedules and prices.

20.2 Neither party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

ARTICLE 21 – CITY-PROVIDED INFORMATION AND SERVICES

21.1 CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT'S services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT'S services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by CITY or others in performing CONSULTANT'S services under this Agreement.

ARTICLE 22 – ESTIMATES AND PROJECTIONS

22.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that CITY'S actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT'S opinions, analyses, projections, or estimates.

ARTICLE 23 – THIRD PARTIES

23.1 The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT'S performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT'S services hereunder.

ARTICLE 24 - NOTICES

24.1 All notices required in this Contract shall be sent to the CITY and shall be mailed to:

Copy to:

City of Boynton Beach
Attn: Utilities Director
124 E. Woolbright Road
Boynton Beach, FL 33435

City of Boynton Beach
Attn: Procurement Services
P.O. Box 310
Boynton Beach, FL 33425

And Notices to CONSULTANT, shall be sent to the following address:

CDM Smith, Inc.
Attn: Suzanne Mechler, P.E.
621 NE 53rd Street
Suite 265
Boca Raton, FL 33487

ARTICLE 25 - INTEGRATED AGREEMENT

25.1 This Contract, together with the RFQ/RFP and any addenda and/or attachments, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements written or oral. This Contract may be amended only by written instrument signed by both CITY and CONSULTANT.

25.2 In the event of a conflict between a provision of this Agreement and a provision of an individual Task Order, the provision of the Task Order will control.

ARTICLE 26 - SOVEREIGN IMMUNITY

26.1 CITY is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statute, as may be emended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Contract, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to any successor statute thereof. To the contrary, all terms and provision contained in the Contract, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to the State's subdivisions by state law.

26.2 In connection with any litigation or other proceeding arising out of the Contract, the prevailing party shall be entitled to recover its own costs and attorney fees through and including any appeals and any post-judgment proceedings. CITY'S liability for costs and attorney's fees, however, shall not alter or waive CITY'S entitlement to sovereign immunity, or extend CITY'S liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

ARTICLE 27 – PUBLIC RECORDS

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

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

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

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

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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

(CITY CLERK)
P.O. BOX 310
BOYNTON BEACH, FLORIDA, 33425
561-742-6061.
PYLEJ@BBFL.US

Article 28 - LIMITATION OF LIABILITY

THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CITY AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST CONSULTANT, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("CONSULTANT'S COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT'S COVERED PARTIES SHALL NOT EXCEED THE VALUE OF CONSULTANT'S SERVICES UNDER THE ASSIGNED TASK ORDER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

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 20th day of August, 2018.

CITY OF BOYNTON BEACH

Lori LaVerne
City Manager

CONSULTANT

Attest/Authenticated:

City Clerk
Title

Judith G Ryle
City Clerk

CDM SMITH INC. 1970 (Corporate Seal) MASSACHUSETTS

Approved as to Form:

Office of the City Attorney

Attest/Authenticated:

Paul Milligan
Secretary

EXHIBIT "A"

FEE SCHEDULE

FIRM: CDM SMITH INC.

DATE: March 19, 2018

Personnel Classifications	Hourly Rate
Principal	$270.00
Project Manager	$250.00
Senior Engineer	$220.00
Process Engineer	$220.00
Sr Electrical Egn.	$230.00
Elec. Egn.	$160.00
Process Control/Inst. Egn.	$210.00
Sr. Mechanical Engineer	$230.00
Mechanical Engineer	$160.00
Engineer	$160.00
Designer	$140.00
GIS Specialist	$180.00
CADD/Technician	$140.00
Public Relations Specialist	$150.00
Construction Inspector	$165.00
Sr. Rate analyst	$240.00
Clerical/Administrative	$120.00

Reimbursable Expenses:

Direct costs such as postage, prints, delivery service will be billed at cost.

EXHIBIT "B"

City of Boynton Beach Risk Management Department

INSURANCE ADVISORY FORM

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

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS

Date:		Name of Firm:					
Office Location:							
1.	Service:	(Check One)	☐	Planning/Study Activity, Report, Other			
			☐	Design/Engineering Services/Preliminary Bid Document			
			☐	Final Document/Bidding/Contractor Award			
			☐	Construction Phase/Completion			
2.	Name of Project:						
3.	Project Manager:						
CONSTRUCTION CONTRACT DATA							
5.							
a. Engineer's estimate:		$		Final Cost:	$		
b. Substantial Construction Completion Date:							
c. Final Construction Completion Date:							
6.	Overall Rating	(Check One)	☐	Unsatisfactory			
			☐	Poor			
			☐	Fair			
			☐	Good			
			☐	Excellent			
7.	Recommended for Future Contracts?		☐	Yes	☐	No	☐ Conditional
If other than yes, provide detailed explanation on a separate sheet of paper.							
8.	Name, title, and office of rating officer (e.g. Utilities Director):						
9.	Signature of rating officer:						

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

DESIGN/ENGINEERING SERVICES AND PRELIMINARY BID DOCUMENT PREPARTION PHASE

Rate numerically 1 to 5 with 5 being the highest score N/A

1.	Thorough site investigation	1	2	3	4	5	
2.	Meeting cost limitations	1	2	3	4	5	
3.	Design/results suitability	1	2	3	4	5	
4.	Cooperative & responsive	1	2	3	4	5	
5.	Timeliness of submissions	1	2	3	4	5	
6.	*Plans clear/detailed	1	2	3	4	5	
7.	*Plan/spec accuracy	1	2	3	4	5	

*Preliminary administrative/limited staff review/evaluation of levels of clarity, accuracy, and coordination between disciplines.

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

FINAL DOCUMENT PREPARATION, BID, & AWARD BY CONSULTANT

Rate numerically 1 to 5 with 5 being the highest score N/A

1.	Specs afford competition	1	2	3	4	5	
2.	Specs complete/thorough	1	2	3	4	5	
3.	Accuracy of documents	1	2	3	4	5	
4.	Requirements within engineer's estimate	1	2	3	4	5	
5.	Cooperative attitude	1	2	3	4	5	
6.	Timeliness of submissions	1	2	3	4	5	
7.	Pre-bid conference participation	1	2	3	4	5	
8.	Response to inquiries	1	2	3	4	5	
9.	Bid evaluation quality/timeliness	1	2	3	4	5	
10.	Response to building & permitting agencies	1	2	3	4	5	
11.	Addendum preparation & permit applications	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

CONSTRUCTION PHASE COMPLETION

	Rate numerically 1 to 5 with 5 being the highest score						N/A
1.	Drawings Reflect True Conditions	1	2	3	4	5	
2.	Plans/Specs Accurate/Coordinated	1	2	3	4	5	
3.	Design Constructability	1	2	3	4	5	
4.	Timeliness/Quality of Processing Submittals	1	2	3	4	5	
5.	Product/Equipment Selection Availability	1	2	3	4	5	
6.	Field Consultation and Investigations	1	2	3	4	5	
7.	Quality of Support Services	1	2	3	4	5	
8.	Overall Construction Contract Administration	1	2	3	4	5	
9.	Project Closeout Documentation Review	1	2	3	4	5	
10.	Validity of Claims for Extra Costs	1	2	3	4	5	
11.	Did Consultant provide sufficient copies of signed plans to allow for timely review and approval by all Permitting Agencies?	1	2	3	4	5	
12.	Did the Consultant actively participate in overcoming problems with the Contractor, Building Officials and/or Regulatory Agencies?	1	2	3	4	5	
13.	Change Order Processing (Accuracy, Timeliness, Documentation, etc.)	1	2	3	4	5	
14.	Did the Consultant exercise adequate/effecting coordination and control of subconsultant(s) or associate(s) work and paperwork?	1	2	3	4	5	
15.	Proactive Participation in Resolution of Dispute(s)?	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS
(continued)

PLANNING/STUDY ACTIVITY, REPORT, OTHER

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough investigation of situation or activity	1	2	3	4	5	
2.	Cooperative attitude	1	2	3	4	5	
3.	Timeliness of submissions	1	2	3	4	5	
4.	Accuracy of documents	1	2	3	4	5	
5.	Did the Consultant offer cost saving solutions?	1	2	3	4	5	
6.	Did the Consultant actively participate in problem solving?	1	2	3	4	5	
7.	Overall results	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 08/02/2018

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

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

Holder Identifier : AE

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
CDM Smith Inc. 75 State Street, Suite 701 Boston MA 02109 USA	INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
	INSURER B:	New Hampshire Insurance Company	23841
	INSURER C:	American Home Assurance Co.	19380
	INSURER D:	Illinois National Insurance Co	23817
	INSURER E:	Lloyd's Syndicate No. 2623	AA1128623
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570072564350 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			GL3629894	01/01/2018	01/01/2019	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA 1921822 AOS CA 1921821 MA	01/01/2018 01/01/2018	01/01/2019 01/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC014649625 AOS WC014649626 AK,AZ,VA	01/01/2018 01/01/2018	01/01/2019 01/01/2019	X PER STATUTE [ ] OTH-ER	
B							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
E	Archit&Eng Prof			PSDEF1800033 Professional/Claims Made	01/01/2018	01/01/2019	Each Claim Aggregate	$1,000,000 $1,000,000

Certificate No : 570072564350

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

City of Boynton Beach is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. XCU Coverage is included under the General Liability policy where required by written contract. Contractual Liability is included under the General Liability policy where required by written contract.

CERTIFICATE HOLDER

City of Boynton Beach
Attn: Charles J. Magazine
Risk Manager
100 E. Boynton Beach Blvd.
PO Box 310
Boynton Beach FL 33435-0310 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 10518329

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	CDM Smith Inc.
POLICY NUMBER	
See Certificate Number: 570072564350	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570072564350	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WC014649627 CA	01/01/2018	01/01/2019		
D		N/A		WC014649628 FL	01/01/2018	01/01/2019		
B		N/A		WC014649629 IL, KY, NC, NH, UT, VT	01/01/2018	01/01/2019		
B		N/A		WC014649630 MA, ND, OH, WA, WI, WY	01/01/2018	01/01/2019		
B		N/A		WC014649631 NJ, PA	01/01/2018	01/01/2019		

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CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION: Accept update on redlight camera program.

EXPLANATION OF REQUEST:
Attached are charts showing citations issued by location for the following time periods:

10/1/17 - 04/20/18	18,371 citations issued
10/1/18 - 04/20/19	16,024 citations issued

This information shows a 13% decrease in violations from the previous year.

For the period 10/1/18 - 4/30/19 (7 months) the financial results were:

Revenue-Fines, admin fees	$1,067,400
Expenses	$ 673,600

For the period 10/1/17 - 4/30/18 (7 months) the financial results were:

Revenue-Fines, admin fees	$ 737,100
Expenses	$ 589,800

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

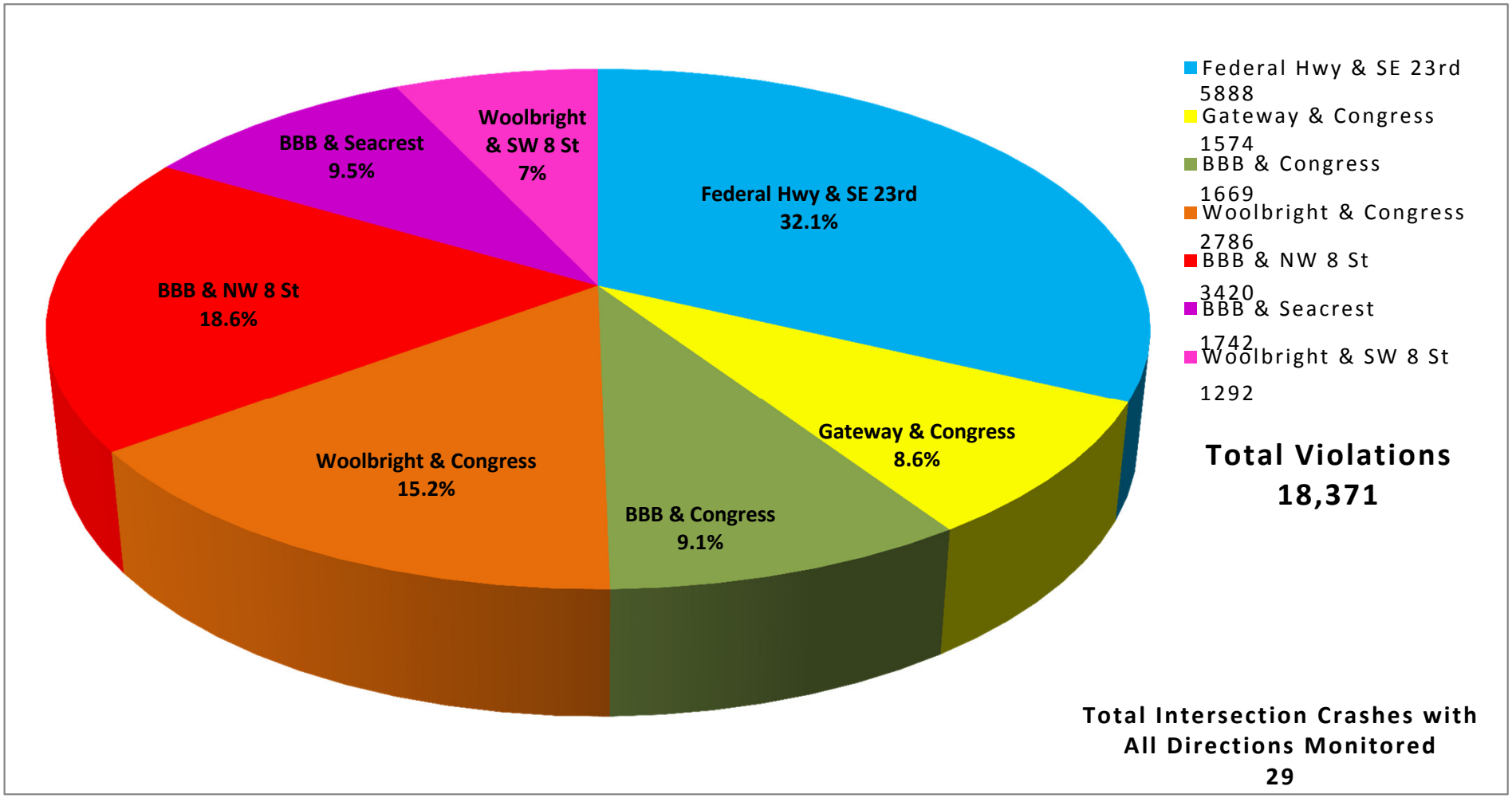
Grant Amount:

ATTACHMENTS:

Type	Description
Attachment	Redlight Camera Stats

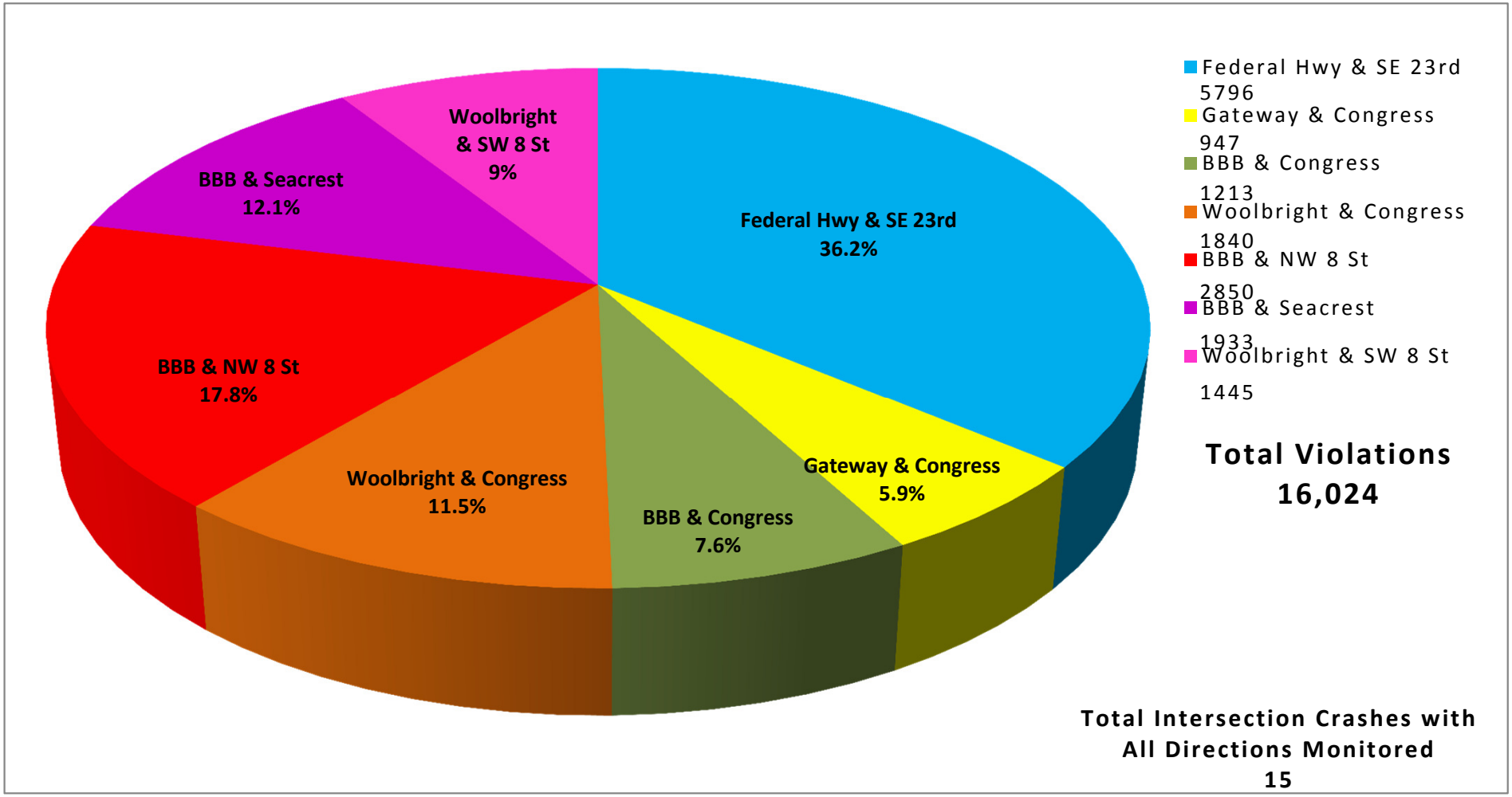
Total Violations Issued
by Location

10/1/17 - 4/20/18



Total Violations Issued
by Location

10/1/18 - 4/20/19



13% DECREASE ↓ in Violations | 48% DECREASE ↓ in Crashes

from previous year

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION:
Accept second quarter report on operations of the Schoolhouse Children's Museum and Learning Center for FY18/19.

EXPLANATION OF REQUEST:
Per the City's Management Agreement with the Schoolhouse Children's Museum, the Executive Director shall submit a quarterly report to the City Commission on all of its activities, revenues and expenditures at a regularly scheduled Commission meeting.

Report covers January1, 2019 through March 31, 2019.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? None

FISCAL IMPACT: Budgeted
- None

ALTERNATIVES: Do not accept the report.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Attachment	2nd Quarter Report 0 FY18/19

Schoolhouse Children's
MUSEUM & LEARNING CENTER

Quarterly Report

FY '18/'19

2nd Quarter

General Operations

The second quarter of the fiscal year showed improvement in Program Income, Group Income and Special Events compared with 2nd quarter '17/'18. Visitation was on par with 2018 for the quarter. Membership unit sales were slightly lower, however, the income generated was slightly higher as a result of the membership categories sold. Gross income for the quarter was higher primarily due to income generated by the fundraiser scheduled for April 11th.

Revenue

Gross revenue for the second quarter of '18/'19 was 10.8% higher than the same period last year. Excluding the City's support, income from operations, including fundraising for FY '18/'19 – Q2 was $118,284 vs $106,704 in FY '17/'18 – Q2.

Expenses

Overall Expenses for the second quarter of '18/'19 were higher by 4.5% when compared to the same period last year. Expenses for FY '18/'19 – Q2 were $119,720 vs. $114,531 in FY '17/'18 – Q2.

Programming

In addition to regular educational classes, the following special events and programs took place.

January

- Moon & Stars – January 3rd
- Fabulous Fun Friday – January 4th
- Focused Field Trip – January 10th
- Focused Field Trip – January 14th
- Planning week – January 7 – 11th
- Focused Field Trip – January 17th
- Fabulous Fun Friday – January 18th
- INCA – January 21st
- Outreach – Bridges – January 22nd
- Focused Field Trip – January 24th
- Focused Field Trip – January 28th
- Focused Field Trip – January 31st

February

- Fabulous Fun Friday – February 1st
- Group Visit – February 4th
- Outreach – Bridges – February 5th
- Magic Wheels PR – February 8th
- Group Visit – February 11th
- Focused Field Trip – February 14th
- Fabulous Fun Friday – February 15th
- Focused Field Trip – February 18th
- Outreach – Bridges – February 19th
- Group Visit – February 21st
- Focused Field Trip – February 25th
- Group Visit – February 28th

March

- Fabulous Fun Friday – March 1st
- Focused Field Trip – March 4th
- Outreach – Bridges – March 5th
- Group Visit – March 7th
- Focused Field Trip – March 11th
- Group Visit – March 14th
- VIP Reception – March 14th 5:30pm – 8pm
- Focused Field Trip – March 18th
- INCA – March 18th
- Outreach – Bridges – March 19th
- Focused Field Trip – March 25th
- Outreach – March 25th
- Group Visit – March 28th

Respectfully submitted,
Suzanne Ross
Executive Director

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION: Accept the Fiscal Year 2018-2019 Budget Status Report of the General Fund and the Utilities Fund for the six (6) month period ended March 31, 2019.

EXPLANATION OF REQUEST:
This report summarizes the adopted funding sources and expenditure budgets for the City's General Fund and Utility Fund for the six (6) month period ended March 31, 2019 (50% of the fiscal year). The analysis compares:

- Actual results for the current period to the annual budget
- Actual results for the same period of the prior year annual budget

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The annual budget is what provides and controls the resources for City programs and services.

FISCAL IMPACT:
The annual budget and results to date for the General Fund and Utility Fund.

GENERAL FUND

	FY 2018-19			FY 2017-18			FY 2019 vs. 2018	
	Annual Budget	Actual to Date Amount	%	Annual Budget	Actual to Date Amount	%	Budget %	Actual %
Revenues &Transfers	$ 91,124	$ 65,077	71%	$ 87,487	$ 59,689	68%	4.2%	9.0%
Expenditures	$(91,124)	$(50,198)	55%	$(87,487)	$(47,658)	54%	4.2%	5.3%
Excess (Deficit)	$ -	$ 14,879		$	$ 12,031			

The General Fund chart above reflects revenue in excess of expenditures (dollars in thousand) yielding a $14.8M surplus for the period ending March 31, 2019.

Revenues & Transfers (Exhibit A) – Budgeted Funding Sources: Property taxes and other revenues provide funding sources of $75.2M or 82% of our total $91.1M General Fund budget estimate for FY 2018-19. Transfers from other funds (non-revenues) provide $15.9M or 18% of the total funding sources to balance our $91.1M General Fund budgeted expenditures.

These three major estimated funding sources are summarized as follows:

1. 40% - $ 36.3M – Property taxes less Tax Increment Financing to the CRA
2. 42% - $ 38.9M – All other revenues plus General Fund Balance
3. 18% - $ 15.9M – Transfers from other funds

100% - $ 91.1M – Total funding sources

The property tax rate for FY 2018-19 is 7.9000 mills, no change from the prior year; the net property taxes of $34.0M in FY 2018-19 represent an 6.55% increase in property tax revenue or an increase of $2.2M from FY 2017-18.

To balance the budget in FY 2018-19, it required transfers from other funds of $15.9M representing 18% of all funding sources.

Actual Funding Sources Realized: At the end of the sixth month in FY 2018-19, revenues and transfers realized are approximately $65M or 71% of the budget estimate compared to $59.6M or 68% realized to date in FY 2017-18.

Ad Valorem Taxes, net of discounts and TIF taxes to the CRA, received to date was $33.1M or 91% of $36.3M as compared to $30.4M or 89% of $34.0M for FY 2017-18, as noted on Exhibit A.

Expenditures (Exhibit B)

Budgeted Expenditures: Overall, appropriations increased approximately 4.16% from $87.4M to $91.1M. The budget increase was due to the cost of doing business, Town Square project, providing funding related to wage increases, equipment and additional personnel.

Actual Expenditures – General Fund expenditures for the sixth month period ending March 31 (50% of the fiscal year) are $50.1M that is 55% of the $91.1M expenditure appropriation for FY 2018-19. Note: the City's annual pension obligations for General Employees, Fire, and Police are paid in the first month of the fiscal year.

The table at the top of Exhibit B displays actual expenditures of $50.1M or 55% of the FY 2018-19 budget. At this point in the fiscal year, FY2018-19 spending levels are $2.5M ahead of the $47.6M or 54% expended in FY 2017-18 for this same period.

UTILITY FUND

The FY 2018-19 annual expenditure budget of $48.7M represents a $2.1M increase from the FY 2017-18 budget of $46.5M. The operational forecast reflects an estimated decrease of $1.0M of the fund balance for FY 2017-18, see Exhibit C.

	FY 2018-19			FY 2017-18			FY 2019 vs. 2018	
	Annual Budget	Actual to Date Amount	%	Annual Budget	Actual to Date Amount	%	Budget %	Actual %
Revenues &Transfers	$ 48,708	$ 24,684	51%	$ 46,544	$ 23,669	51%	4.6%	4.3%
Expenditures	$ (48,708)	$ (23,861)	49%	$ (46,544)	$ (21,411)	46%	4.6%	11.4%
Excess (Deficit)	$ -	$ 823		$ -	$ 2,258			

For the sixth month period in FY 2018-19,

- Revenues realized are $24.6M (51%) of the annual budget estimate.
- Expenditures incurred are $23.8M (49%) of the annual appropriated budget.

This resulted in revenues in excess expenditures which yielded a surplus of approximately $.82M.

Expenditures (Exhibit D) – Utility Fund FY 2018-19 expenditures to date are $23.8M or 49% of the annual

appropriation compared to expenditures of $21.4M or 46% for the prior fiscal year (which excludes depreciation and the joint ventures expenditures).

ALTERNATIVES: Discuss this Budget Status Report or request clarification at the City Commission meeting.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Addendum	GF Statement of Revenues thru Mar 31, 2019
🗋	Addendum	GF Statement of Expenditures thru Mar 31, 2019
🗋	Addendum	UF Statement of Revenues thru Mar 31, 2019
🗋	Addendum	UF Statement of Expenditures thru Mar 31, 2019

EXHIBIT A

CITY OF BOYNTON BEACH, FLORIDA

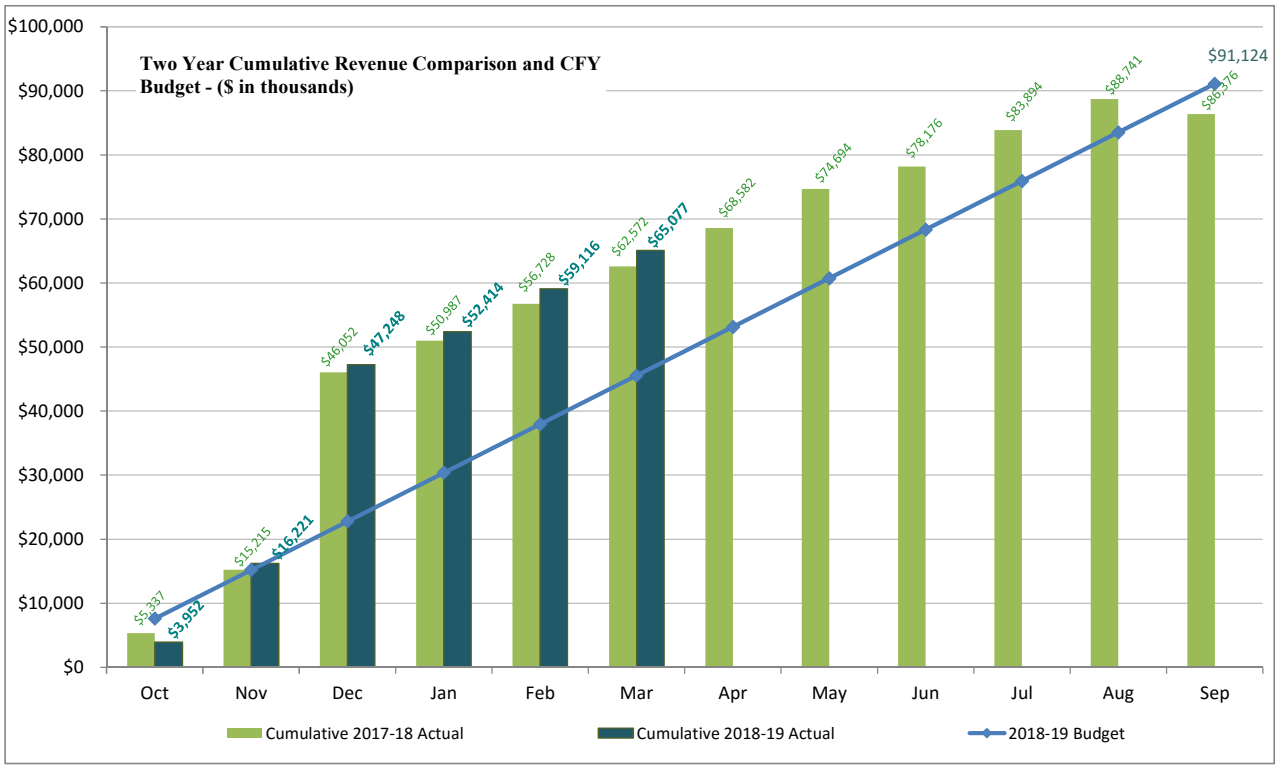
GENERAL FUND ANALYSIS

STATEMENT OF REVENUES - COMPARATIVE BUDGET TO ACTUAL

Fiscal Year Period Ended March 31, 2019 (50% of Fiscal Year)

REVENUES

ACCOUNTS	FY 2018-19 BUDGET APPROVED	FY 2018-19 TO DATE REVENUE REALIZED	FY 2018-19 TO DATE % REALIZED	FY 2017-18 BUDGET APPROVED	FY 2017-18 TO DATE REVENUE REALIZED	FY 2017-18 TO DATE % REALIZED
AD VALOREM TAXES, net	$ 44,146,986	$ 40,953,783	93%	$ 41,458,358	37,785,318	91%
LESS TIF TAXES TO CRA	(7,816,311)	(7,823,321)	100%	(7,360,831)	(7,360,831)	100%
NET TAXES TO THE CITY	36,330,675	33,130,462	91%	34,097,527	30,424,487	89%
LICENSES AND PERMITS						
BUSINESS TAXES	1,750,000	1,650,332	94%	1,731,000	1,629,061	94%
BUILDING PERMITS	2,965,000	2,186,399	74%	2,712,000	1,285,618	47%
FRANCHISE FEES	4,915,000	2,333,304	47%	4,865,000	2,497,700	51%
OTHR LICENSES, FEES & PER	222,000	156,543	71%	222,000	185,234	83%
INTERGOVERNMENTAL REVENUES						
OTHER FEDERAL REVENUE	75,000	12,199	16%	85,000	541,443	637%
STATE SHARED REVENUES	8,852,000	4,411,009	50%	8,677,000	3,810,539	44%
SHRD REV FROM OTHR LCL	335,000	210,180	63%	335,000	81,469	24%
CHARGES FOR SERVICES						
PYMTS IN LIEU OF TAXES	124,663	151,981	122%	121,300	137,657	113%
CHRGS-GENERAL GOVT	508,688	225,720	44%	507,800	235,730	46%
PUBLIC SAFETY	6,981,200	5,271,727	76%	6,086,500	4,341,455	71%
PHYSICAL ENVIRONMENT	20,000	3,835	19%	20,000	12,126	61%
CULTURE/RECREATION	411,500	208,996	51%	428,700	230,393	54%
INTEREST & MISC REVENUE						
LIBRARY FINES	30,000	6,609	22%	30,000	9,779	33%
VIOLATIONS LOCAL ORD.	393,000	243,549	62%	643,000	119,658	19%
INTEREST EARNINGS	65,000	127,145	196%	65,000	9,438	15%
RENTS AND ROYALTIES	363,800	207,838	57%	368,800	227,439	62%
SPECIAL ASSESSMENTS	6,589,000	6,211,589	94%	6,589,000	6,127,254	93%
SALE OF SURPLUS MATERIAL	1,500	8,294	553%	1,500	1,220	81%
OTHER MISC. REVENUE	4,264,000	355,297	8%	4,715,145	188,430	4%
INTERNAL FUND TRANSFERS						
TRANSFERS	15,927,000	7,963,500	50%	15,067,850	7,533,925	50%
FUND BALANCE APPROPRIATED	-	-	0%	118,100	59,050	50%
Total Revenues	$ 91,124,026	$ 65,076,508	71%	$ 87,487,222	59,689,105	68%



CITY OF BOYNTON BEACH, FLORIDA

GENERAL FUND ANALYSIS

STATEMENT OF EXPENDITURES - COMPARATIVE BUDGET TO ACTUAL

Fiscal Year Period Ended March 31, 2019 (50% of Fiscal Year)

EXPENDITURES

ACCOUNTS	FY 2018-19 BUDGET APPROVED	FY 2018-19 TO DATE EXPENDED	FY 2018-19 TO DATE % EXPENDED	FY 2017-18 BUDGET APPROVED	FY 2017-18 TO DATE EXPENDED	FY 2017-18 TO DATE % EXPENDED
GENERAL GOVERNMENT						
CITY COMMISSION	$ 276,642	$ 144,587	52%	$ 267,301	$ 144,831	54%
CITY MANAGER	745,932	434,976	58%	746,362	403,110	54%
CITY HALL/GEN. ADMIN.	3,837,051	1,344,944	35%	6,230,163	3,095,062	50%
MARKETING/COMMUNICATIONS	464,668	192,909	42%	333,846	183,658	55%
SPECIAL EVENTS	251,714	57,603	0%	0	0	0%
TOWN SQUARE	5,630,454	2,165,430	0%	1,500,000	0	0%
CITY CLERK	763,171	346,468	45%	569,241	305,974	54%
CITY ATTORNEY	574,761	251,886	44%	724,916	282,723	39%
FINANCIAL SERVICES	1,348,593	772,542	57%	1,184,980	649,823	55%
ITS	2,439,074	1,307,696	54%	2,143,805	1,113,244	52%
HUMAN RESOURCES	815,343	422,972	52%	824,823	399,378	48%
PUBLIC SAFETY						
UNIFORM SERVICES	17,307,392	10,493,295	61%	17,039,645	10,198,510	60%
ADMINISTRATIVE SERVICES	3,452,639	1,787,570	52%	3,266,135	1,793,599	55%
SUPPORT SERVICES	10,381,854	6,079,315	59%	9,953,470	5,727,176	58%
FIRE	24,018,134	14,995,997	62%	24,270,971	14,388,146	59%
COMMUNITY STANDARDS	2,219,335	1,102,502	50%	2,066,791	1,177,480	0%
EMERGENCY MANAGEMENT	28,775	1,655	6%	22,320	2,441	11%
BUILDING & DEVELOPMENT						
DEVELOPMENT	1,172,208	701,078	60%	1,136,941	636,010	56%
BUILDING	1,357,060	781,541	58%	1,502,497	724,061	48%
ENGINEERING	659,397	333,884	51%	622,155	319,542	51%
PLANNING & ZONING	843,629	365,636	43%	756,125	405,847	54%
ECONOMIC DEVELOPMENT	463,475	193,863	42%	412,318	154,412	37%
PUBLIC WORKS						
PUBLIC WORKS	152,825	88,627	58%	245,550	125,382	51%
FACILITIES MANAGEMENT	1,915,028	928,052	48%	2,023,598	815,257	40%
STREETS MAINTENANCE	1,200,324	557,531	46%	1,127,135	491,714	44%
LEISURE SERVICES						
LIBRARY	2,336,700	1,176,031	50%	2,315,127	1,217,958	53%
SCHOOLHOUSE MUSEUM SERV	322,094	115,837	36%	254,971	115,059	45%
RECREATION	3,011,935	1,541,152	51%	3,005,874	1,535,488	51%
PARKS & GROUNDS	3,133,819	1,507,274	48%	2,940,162	1,237,229	42%
CRA REIMBURSABLE & RESERVES	-	4,940	0%	-	15,243	0%
Total Expenditures	$ 91,124,026	$ 50,197,793	55%	$ 87,487,222	$ 47,658,357	54%

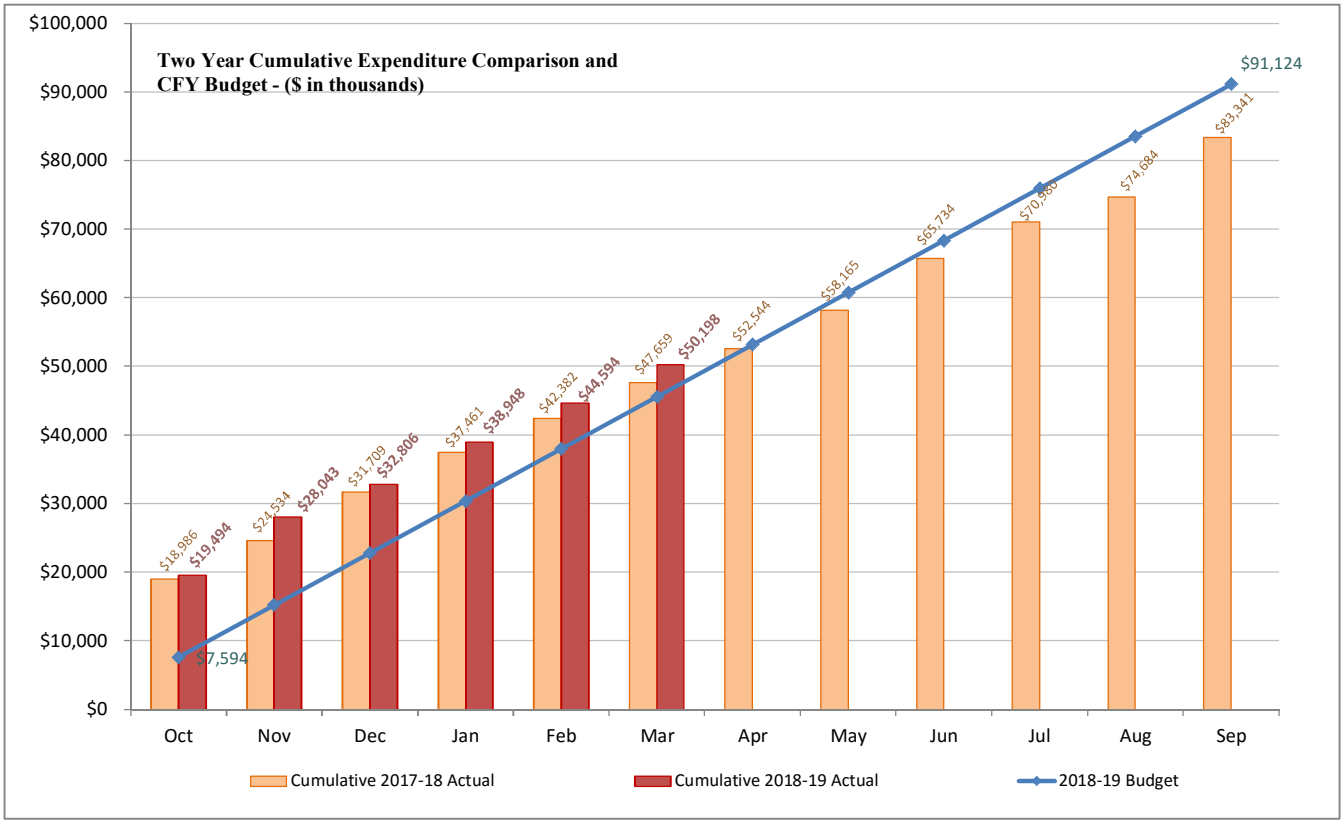


EXHIBIT C

CITY OF BOYNTON BEACH, FLORIDA

UTILITY FUND ANALYSIS

STATEMENT OF REVENUES - COMPARATIVE BUDGET TO ACTUAL

Fiscal Year Period Ended March 31, 2019 (50% of Fiscal Year)

REVENUES

ACCOUNTS	FY 2018-19 BUDGET APPROVED	FY 2018-19 TO DATE REVENUE REALIZED	FY 2018-19 TO DATE % REALIZED	FY 2017-18 BUDGET APPROVED	FY 2017-18 TO DATE REVENUE REALIZED	FY 2017-18 TO DATE % REALIZED
WATER SALES	$ 22,542,000	$ 11,301,010	50%	$ 21,675,000	$ 10,976,619	51%
WATER CONNECTION FEE	150,000	33,725	22%	150,000	22,740	15%
WATER SERVICE CHARGE	850,000	463,855	55%	850,000	469,675	55%
WTR-BACKFLOW PREVNTR TEST	14,000	9,284	66%	10,000	10,936	109%
RECLAIMED WATER SALES	310,000	250,530	81%	64,000	150,259	235%
SEWER SERVICE	19,635,000	9,810,764	50%	18,870,000	9,590,408	51%
STORMWATER UTILITY FEE	4,100,000	2,024,715	49%	3,800,000	1,922,447	51%
TELEVISE SEWER LINES	10,000	10,364	104%	5,000	8,574	171%
FEES	20,000	44,576	223%	20,000	1,929	10%
INTEREST INCOME	35,000	139,457	398%	35,000	(15,891)	-45%
SALE OF SURPLUS MATERIAL	2,000	-	0%	2,000	-	0%
OCEAN RGE UT TAX ADM CHG	800	476	60%	800	408	51%
MISCELLANEOUS INCOME	-	75,988	0%	-	48	0%
FUND BALANCE DECREASE (INCREASE)	1,039,304	519,652	50%	1,061,993	530,997	50%
TOTAL REVENUES	$ 48,708,104	$ 24,684,396	51%	$ 46,543,793	$ 23,669,149	51%

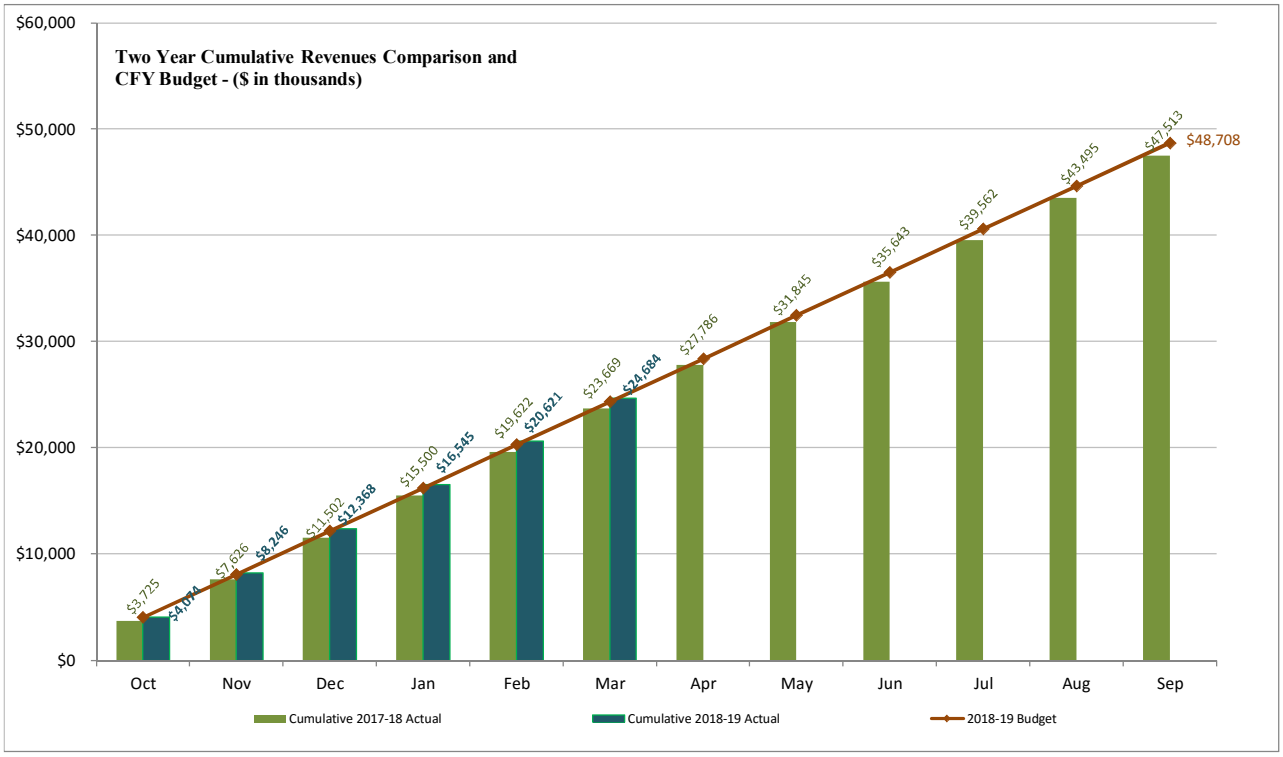


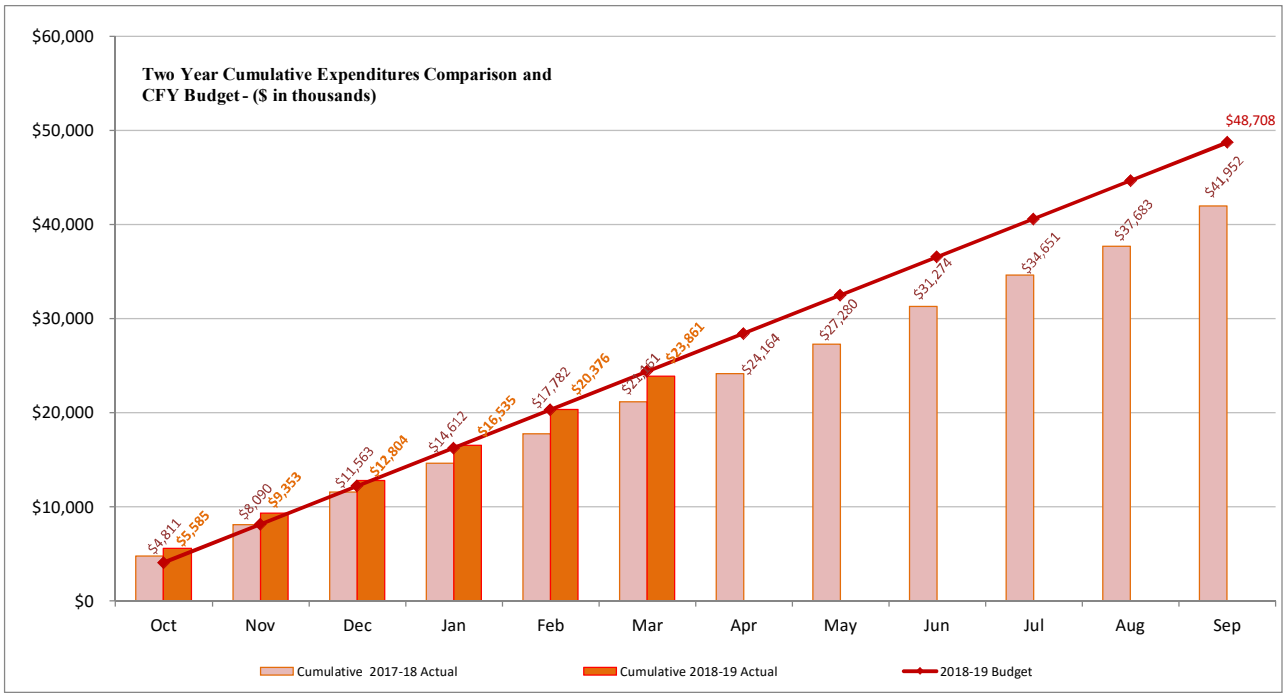
EXHIBIT D

CITY OF BOYNTON BEACH, FLORIDA

UTILITY FUND ANALYSIS
STATEMENT OF EXPENDITURES - COMPARATIVE BUDGET TO ACTUAL
Fiscal Year Period Ended March 31, 2019 (50% of Fiscal Year)

EXPENDITURES

ACCOUNTS	FY 2018-19 BUDGET APPROVED	FY 2018-19 TO DATE EXPENDED	FY 2018-19 TO DATE % EXPENDED	FY 2017-18 BUDGET APPROVED	FY 2017-18 TO DATE EXPENDED	FY 2017-18 TO DATE % EXPENDED
WATER DISTRIBUTION	$ 1,958,189	$ 951,807	49%	$ 1,946,158	$ 904,740	46%
PUBLIC WATER TREATMENT	6,590,080	3,238,772	49%	6,009,493	2,508,510	42%
METER READING & SERVICES	1,324,231	705,994	53%	1,284,678	658,475	51%
WASTEWATER COLLECTION	1,620,043	774,033	48%	1,674,357	769,139	46%
WASTEWATER PUMPING STATNS	2,861,825	1,276,026	45%	2,810,391	1,184,977	42%
SEWAGE TREATMENT	4,856,000	2,276,477	47%	4,550,000	1,270,816	28%
WATER QUALITY	644,646	299,277	46%	642,397	311,815	49%
UTILITY ADMINISTRATION	17,911,961	8,566,586	48%	17,046,237	8,400,180	49%
UTILITES ENGINEERING	1,523,222	838,841	55%	1,478,276	854,681	58%
STORMWATER MAINTENANCE	1,255,446	597,614	48%	1,148,994	566,357	49%
CUSTOMER RELATIONS	1,175,261	600,403	51%	1,226,307	614,928	50%
DEBT SERVICE	6,987,200	3,735,117	53%	6,726,505	3,366,658	50%
Total Expenditures	$ 48,708,104	$ 23,860,947	49%	$ 46,543,793	$ 21,411,276	46%



CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION: Accept the written report to the Commission for purchases over $10,000 for the month of April 2019.

EXPLANATION OF REQUEST:
Per Ordinance No.01-66, Chapter 2, Section 2-56.1 Exceptions to competitive bidding, Paragraph b, which states: "Further, the City Manager, or in the City Manager's absence, the Acting City Manager is authorized to execute a purchase order on behalf of the City for such purchases under the $25,000 bid threshold for personal property, commodities, and services, or $75,000 for construction. The City Manager shall file a written report with the City Commission at the second Commission meeting of each month listing the purchase orders approved by the City Manager, or Acting City Manager. Below is a list of the purchases for April 2019:

Purchase Order	Vendor	Amount
161296	Kimley Horn & Associates	$11,210.00
190945	Envisio Solutions, Inc.	$14,310.00
190946	Step CG, LLC	$21,836.97
190959	Foray Technologies	$17,728.00
190960	Metro-Dade K-9 Services	$11,500.00
190962	Core & Main LP	$12,341.84
190974	Anzco	$117,303.10
190982	Cintas Corp	$22,085.09
190985	Mathews/Baxter & Woodman	$68,937.00
190992	Arroyo Process Equipment	$12,450.00
191000	Atlantic Southern Paving	$103,064.70
191020	Anzco	$65,507.00

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Ordinance No.01-66, Chapter 2, Section 2-56.1 assists departments in timely procurement of commodities, services, and personal property. Administrative controls are in place with the development of a special processing form titled "Request for Purchases over $10,000" and each purchase request is reviewed and approved by the Department Director, Finance Department, and City Manager.

FISCAL IMPACT: Budgeted This Ordinance provides the impact of reducing paperwork by streamlining processes within the organization. This allows administration to maintain internal controls for these purchases, reduce the administrative overhead of processing for approval, and allow for making more timely purchases.

ALTERNATIVES: None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Attachment	Attachment
🗋	Attachment	Attachment

CITY OF BOYNTON BEACH
APPROVED REQUESTS FOR PURCHASES OVER $10,000
FOR APRIL 2019

1. Vendor: Kimley Horn & Associates **Purchase Amount:** $11,210.00

Requesting Department: Utilities **Contact Person:** Chris Roschek
Date: 7/11/16 - PO
4/18/19 - CO

Brief Description of Purchase:
Original PO was issued on 7/11/16 in the amount of $79,368.00. This was Commission Approved on 7/5/16. A change order in the amount of $11,210.00 was requested for Task #5 - additional construction phase services. Increase is due to additional construction administration work that is beyond the scope of services of the original agreement. The contract time was extended for four additional months due to approved time extension requests by the Contractor R & D Paving, LLC to complete the project. Globaltech, Inc. Contract under General Consulting Services RFQ 017-2821-14/DJL dated 7/1/14. Task Order No. U-3D-03.

Source for Purchase: RFQ 017-2821-14/DJL **Fund Source:** 403-5000-533-65-02
TR1601

2. Vendor: Envisio Solutions, Inc. **Purchase Amount:** $14,310.00

Requesting Department: Economic Development **Contact Person:** David Scott
Date: 4/2/19

Brief Description of Purchase:
Strategic planning software that will help facilitate visual organization on our strategic plan & allow us to track progress, enhance accountability & provide a mechanism for future phases of performance measurement.

Source for Purchase: Three Written Quotes **Fund Source:** 001-2419-559-49-17

3. Vendor: Step CG, LLC **Purchase Amount:** $21,836.97

Requesting Department: ITS **Contact Person:** John McNally
Date: 4/2/19

Brief Description of Purchase:
The ITS Department is working with StepCG, LLC to replace two network switches that are used by both the Utilities SCADA networks and the administration network that are past end-of-life and no firmware updates have been released for over two years. While replacing the two switches we will extend the Extreme Networks Fabric that already exists in the East Water Plant and Fire Station #5 to the Utilities Administration building and West Water Plant. This is being done to prepare the network for "Automated Campus Infrastructure" planned to be implemented citywide when the new City Hall is completed.

Source for Purchase: Piggyback State Contract #43220000-WSCA-14-ACS **Fund Source:** 303-4101-580-64-15 - $19,586.97
IT1815
001-1510-513-49-17 - $2,250.00

4. Vendor: Foray Technologies **Purchase Amount:** $17,728.00

Requesting Department: Police **Contact Person:** Captain Zeller
Date: 4/5/19

Brief Description of Purchase:
The current police physical evidence management software is outdated (2004). In 2014 the department purchased the Foray ADAMS system for digital evidence management. The system, as purchased, has the ability to also manage physical evidence with more modern capabilities. With the purchase of a data conversion, vendor setup, and training we can take full advantage of the Foray system which is already sucessfully deployed. These services can only be provided by Foray which is a propriatry system.

Source for Purchase: Sole Source **Fund Source:** 001-2110-521-64-14 - $9,000.00
001-2111-521-64-14 - $8,728.00

5. Vendor: Metro-Dade K-9 Services **Purchase Amount:** $11,500.00

Requesting Department: Police **Contact Person:** Captain Zeller
Date: 4/5/819

Brief Description of Purchase:
This is for the purchase of a K-9 for our new K-9 handler. Three quotes were obtained $7,300, $8,500 & Metro-Dade K-9 at $11,500. Metro-Dade K-9 is the highest priced quote. However, we have purchased our last 5 K-9's from this company and have had tremendous success. In addition, they are located in Miami Dade and are always available (phone and in person) for any issues that may arise. It is our recommendation that Metro-Dade K-9 is selected based on prior positive experiences and the level of services they have provided.

Source for Purchase: Three Written Quotes **Fund Source:** 691-5000-590-04-32

6. Vendor: Core & Main LP **Purchase Amount:** $12,341.84

Requesting Department: Utilities **Contact Person:** Leon Liberus
Date: 4/9/19

Brief Description of Purchase:
Replacement valves for influent of treatment basins at WWTP.

Source for Purchase: Three Written Quotes **Fund Source:** 403-5000-533-65-02
WTR020

7. Vendor: Anzco, Inc. **Purchase Amount:** $117,303.10

Requesting Department: Public Works **Contact Person:** Gail Mootz
Date: 4/10/19

Brief Description of Purchase:
Task Order F-15-2019: Modify existing Rolling Green Site.

Source for Purchase: RFQ 018-2511-18/IT **Fund Source:** 303-4225-580-62-01
RP1901

8. Vendor: Cintas Corporation #283 **Purchase Amount:** $22,085.09

Requesting Department: Public Works **Contact Person:** Gail Mootz
Date: 4/12/19

Brief Description of Purchase:
Deep Clean Fire Stations 2, 3, 4 & 5.

Source for Purchase: Piggyback Us Communities Contract #R-BB-19002 **Fund Source:** 001-2511-519-49-17

9. Vendor: Mathews/Baxter & Woodman, Inc. **Purchase Amount:** $68,937.00

Requesting Department: Public Works **Contact Person:** Gail Mootz
Date: 4/12/19

Brief Description of Purchase:
Task Order UT-3D-01 for Forest Park traffic study of the area. They will be placing traffic counters in various locations, do speed data, a crash analysis, how to determine traffic calming measures, an alternative temporary installation and create a design & final report.

Source for Purchase: RFQ 046-2821-17/TP **Fund Source:** 303-4905-580-63-08 CP0266

10. Vendor: Arroyo Process Equipment, Inc. **Purchase Amount:** $12,450.00

Requesting Department: Utilities **Contact Person:** Leon Liberus
Date: 4/16/19

Brief Description of Purchase:
Treatment Basin #1 gearbox repair at EWTP.

Source for Purchase: Sole Source **Fund Source:** 401-2811-536-46-20

11. Vendor: Atlantic Southern Paving **Purchase Amount:** $103,064.70

Requesting Department: Public Works **Contact Person:** Paola Mendoza
Date: 4/18/19

Brief Description of Purchase:
Task Order ASPS-11-2282019 for sidewalk repairs to various areas in the City.

Source for Purchase: Bid #010-2512-18/IT **Fund Source:** 303-4905-580-63-08 - $47,014.60 CP0266
303-4904-541-63-24 - $56,050.10 CP0263

12. Vendor: Anzco, Inc. **Purchase Amount:** $65,507.00

Requesting Department: Public Works **Contact Person:** Gail Mootz
Date: 4/25/19

Brief Description of Purchase:
Task Order F-21-2019 for the installation of doors and wall at the new fleet location.

Source for Purchase: RFQ 018-2511-18/IT **Fund Source:** 501-2516-519-49-17

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 161296
DATE: 07/11/16

VENDOR 1682

TO: KIMLEY HORN & ASSOCIATES INC.
1920 WEKIVA WAY
SUITE 200
WEST PALM BEACH, FL 33411

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

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

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
			********** CHANGE #: 2 ********** CHANGE ORDER ********** DATE CHG: 04/18/19 **********		
2	2445.00	DL	TASK ORDER FOR FINAL DESIGN, PERMITTING, Bidding and Construction Phase Services for NW 11th Avenue, Model Block.	1.0000	2445.00
3	11210.00	DL	* CHANGE ORDER #2 - TASK 5 ADDITIONAL CONSTRUCTION PHASE SERVICES	1.0000	11210.00

REMARKS:
Commission approved July 5, 2016.
7-29-2016: Correct Project number to TR1601.
4/23/2019 - CHANGE ORDER #2 - INCREASE PO $11,210

PROCUREMENT SERVICES:	YM EF 4/23/19	P.O. TOTAL:	13655.00

ACCOUNT NO. SEE BELOW | PROJECT

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

Date: 2-May-19

Requesting Department: Utilities **Contact Person:** Chris Roschek, Manager Eng

Explanation for Purchase:
Task 5 -Additonal Construction Phase Services- Increase due to the additional construction administration work that is beyond the scope of services of the original agreement. The contract time was extended for (4) four additonal months due to approved time extension requests by the Contractor R & D Paving, LLC to complete the project.
Globaltech, Inc. Contract under General Consulting Services RFQ #017-2821-14/DJL dated July 1, 2014

Recommended Vendor Kimley-Horn and Associates, Inc. 1682

Dollar Amount of Purchase Task Order No. U-3D-03, $11,210.00

Source for Purchase (check and attach backup materials):

Three Written Quotations	☐	GSA	☐
State Contract	☐	PRIDE/RESPECT	☐
SNAPS	☐	Sole Source	☐
Piggy-Back	☐	Budgeted Item	☐
Emergency Purchase	☐	Other	☐

Contract Number: RFQ 017-2821-14/DJL

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

Fund Source for Purchase:
Account No. 403-5000-533.65-02 Project # TR1601

Approvals:

Department Head		Date 5-2-19
Purchasing Agent		Date 5/2/19
Asst City Manager		Date
City Manager		Date 5/2/19

Form Revised 02/01/02

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 161296
DATE: 07/11/16

VENDOR 1682

TO: KIMLEY HORN & ASSOCIATES INC.
1920 WEKIVA WAY
SUITE 200
WEST PALM BEACH, FL 33411

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

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

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
			********** CHANGE #: 2 CHANGE ORDER DATE CHG: 04/18/19 **********		

****
* ACCOUNTING INFORMATION ONLY - DO NOT SEND THIS PAGE TO THE VENDOR*
****

REQ/ACCT	DATE	REQ. BY	PROJECT	AMOUNT
66965 40350005336502	07/11/16	UTILITIES	TR1601	11210.00

PROCUREMENT SERVICES:	MEF 4/23/19	P.O. TOTAL:
ACCOUNT NO.	PROJECT	

CITY OF BOYNTON BEACH
UTILITIES DEPARTMENT
Change Order

Project : NW 11th Avenue - Model Block - Design Consulting Services
To : Kimley-Horn & Associates, Inc.

Change Order No.: CO - 1
Purchase Order No. : 161296
Contract Date:

Project Manager: Emile, Milot

Contract Coordinator: T. Pratt

Director: Joseph Paterniti

Reason: Continuing Professional Consulting Services under the contract for the General Consulting Services Agreement RFQ 017-2821-14/DJL dated 7/1/2014. This increase is due to the additional construction administration work that's beyond the scope of services of the original agreement. The contract time was extended for (4) four months due to the approved additonal time extension requested by the Contractor R & D Paving, LLC to complete the project.

Item	Acc.	Description & Part Number	Quantity	Unit	Unit Price	Amount
1	403-5000-533.65-02 (Water) TR1601	**Task 5 – Additional Construction Phase Services** Progress Meetings (Up to 4) Construction Observation (approximately 8) Clarifications Change Orders Payment Applications (up to 2) Recommendation for Defective Work	1.00	LS	 $3,580.00 $4,600.00 $875.00 $435.00 $1,065.00 $655.00	**$11,210.00**

The cost of this work is:	**$11,210.00**
The Contract Time will be increased by approximately:	**0 days**
Original Purchase Order was:	**$79,368.00**
Commission Approved Contingency:	**$0.00**
Total Contingency Used to Date (including this Change Order):	**$0.00**
Contingency Remaining:	**$0.00**
New Purchase Order amount including this Change Order:	**$90,578.00**

CJR

******Change Orders over $5,000 are NOT authorized until reviewed and approved by the City Manager******

Colin Groff
Assistant City Manager-Public Services
City of Boynton Beach
Signature
Date: 4/1/19

Tim Howard
Assistant City Manager- Administrative Services
City of Boynton Beach
Signature
Date: 4/1/19

Lori LaVerriere
City Manager
City of Boynton Beach
Signature
Date: 4/1/19

APPROVALS

City Manager _____ Date _____
Finance Dept: MEF Date 4/22/19
Risk Manager _____ Date _____
City Attorney _____ Date _____

3/29/19

Kimley»Horn

March 8, 2019

Christopher Roschek, P.E.
City of Boynton Beach – Utilities Department
124 E Woolbright Road
Boynton Beach, FL 33435

Re: Professional Services Agreement – Amendment
NW 11th Avenue Reconstruction

Dear Chris:

Kimley-Horn and Associates, Inc. ("Kimley-Horn") is pleased to submit this amendment (the "Agreement") to the **City of Boynton Beach** ("the Client" or "City") to provide professional consulting services for the above-referenced project. We will provide these services under our contract for the General Consulting Services Agreement (RFQ 017-2821-14/DJL) dated July 1, 2014. The contract time was extended by four months, generating additional construction administration work that was beyond the scope of services of the original agreement. Pursuant to our discussions, below is our scope of services and associated fees for providing additional construction phase services for *NW 11th Avenue Reconstruction*.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 5 – Additional Construction Phase Services
Consultant will provide additional professional construction phase services as specifically stated below:

Progress Meetings. Consultant will attend up to four (4) project progress meetings during the course of the construction duration.

Visits to Site and Observation of Construction. Consultant will provide on-site construction observation services during the construction phase. Consultant will visit the site up to eight (8) times in order to observe the progress of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.

The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in

progress, supervise, direct, or have control over Contractor's work, nor shall KHA have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Clarifications and Interpretations. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

Change Orders. Consultant may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Applications for Payment. Consultant will review up to two (2) payment applications during the course of the project. Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Client, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

Limitation of Responsibilities. Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then-current hourly rates.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Responsibilities of Client

In addition to other responsibilities set out in this Agreement, the Client shall:

- Sign permit applications
- Pay permit fees
- Provide access to the site

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting a mutually-agreed-upon schedule. It is anticipated that construction will be substantially complete in March 2019. Fees for engineering services are based on this duration.

Fee and Expenses

Kimley-Horn will perform the services in **Task 5** on a labor fee plus expense basis with the maximum labor fee of $11,210.

Closure

If you concur in the foregoing and wish to direct us to proceed with the aforementioned services, please notify us by providing a purchase order for the scope and fee described above. All provisions are in accordance with the terms and conditions of the General Consulting Services Agreement (RFQ 017-2821-14/DJL) dated July 1, 2014 and shall govern this agreement as applicable. Fees and times stated in this agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Kevin Schanen, P.E.
Vice President

Brett Johnson, P.E.
Project Manager

ESTIMATE FOR ENGINEERING SERVICES

PROJECT:	NW 11th Ave - Amendment
CLIENT:	City of Boynton Beach
ESTIMATOR:	BAJ
	03/08/19

DESCRIPTION: See Scope of Services	DIRECT LABOR (MAN-HOURS)									SUB	EXP	LINE TOTAL
	Principal	Sr. Prof. L.A.	Sr. Prof. Eng.		L.A. Prof.	Eng. Prof.	Sr. Supp. Staff	Sr. Field Rep.				
Task 5 - Additional Construction Phase Services												
Progress meetings (up to 4)			16.0				2.0	8.0				$3,580
Construction observation (approximately 8 visits)			8.0				4.0	24.0				$4,600
Clarifications	0.5		2.0			4.0						$875
Change orders	0.5		2.0									$435
Payment applications (up to 2)	0.5		4.0				1.0	2.0				$1,065
Recommendations for defective work	0.5		2.0			2.0						$655
TOTAL HOURS	2.0	0.0	34.0	0.0	0.0	6.0	7.0	34.0	0.0	$0.00	$0.00	$11,210
LABOR ($/HOUR)	$270.00	$150.00	$150.00	$0.00	$110.00	$110.00	$70.00	$130.00	$0.00	1.150	1.0	
TOTALS	$540.00	$0.00	$5,100.00	$0.00	$0.00	$660.00	$490.00	$4,420.00	$0.00	$0.00	$0.00	$11,210

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

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

P.O. #: 161296
DATE: 07/11/16

VENDOR 1682

TO: KIMLEY HORN & ASSOCIATES INC.
1920 WEKIVA WAY
SUITE 200
WEST PALM BEACH, FL 33411

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

REQUISITION NO. 66965	ORDERING DEPARTMENT: UTILITIES		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
		********** CHANGE #: 1 ********** CHANGE ORDER ********** DATE CHG: 07/29/16 **********		
2	79368.00 DL	TASK ORDER FOR FINAL DESIGN, PERMITTING, Bidding and Construction Phase Services for NW 11th Avenue, Model Block.	1.0000	79368.00

REMARKS:
Commission approved July 5, 2016.
7-29-2016: Correct Project number to TR1601.

PROCUREMENT SERVICES:		P.O. TOTAL: 79368.00
ACCOUNT NO. 403-5000-533.65-02	PROJECT TR1601	

PURCHASING

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

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

P.O. #: 161296
DATE: 07/11/16

VENDOR 1682

TO: KIMLEY HORN & ASSOCIATES INC.
1920 WEKIVA WAY
SUITE 200
WEST PALM BEACH, FL 33411

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

REQUISITION NO. 66965	ORDERING DEPARTMENT: UTILITIES JMA		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	79368.00 DL	TASK ORDER FOR FINAL DESIGN, PERMITTING, BIDDING and Construction Phase Services for NW 11th Avenue, Model Block. Task order issued under General Consulting Services, Scope D, RFQ 017-2821-14/DJL. Task 1 - Final Design Task 2 - Permitting Task 3 - Bid Phase Services Task 4 - Construction Phase Services Task Order was Commission approved July 5, 2016; R16-081 for a "not-to-exceed" $79,368.00	1.0000	79368.00

REMARKS:
Commission approved July 5, 2016.

PROCUREMENT SERVICES:		P.O. TOTAL: 79368.00
ACCOUNT NO. 403-5000-533.65-02	PROJECT WTR054	

Project # should be TR1601
Model Block 10th & 11th Avenue

Alibrandi, Julianne

From: Davidson, Anthony
Sent: Friday, July 29, 2016 10:26 AM
To: Alibrandi, Julianne
Cc: Baca, Fabio
Subject: Update Purchase Order info
Attachments: SKM_C36816072909470.pdf

Please update the attached Purchase Order to reflect the project number TR1601. Thanks

Anthony Davidson
Budget Manager
Financial Services
City of Boynton Beach
100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435
o: 561-742-6314
DavidsonA@bbfl.us | 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.

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

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

P.O. #: 161296
DATE: 07/11/16

VENDOR 1682

TO: KIMLEY HORN & ASSOCIATES INC.
1920 WEKIVA WAY
SUITE 200
WEST PALM BEACH, FL 33411

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

REQUISITION NO. 66965	ORDERING DEPARTMENT: UTILITIES JMA		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	79368.00	DL	TASK ORDER FOR FINAL DESIGN, PERMITTING, BIDDING and Construction Phase Services for NW 11th Avenue, Model Block. Task order issued under General Consulting Services, Scope D, RFQ 017-2821-14/DJL. Task 1 - Final Design Task 2 - Permitting Task 3 - Bid Phase Services Task 4 - Construction Phase Services Task Order was Commission approved July 5, 2016; R16-081 for a "not-to-exceed" $79,368.00 REMARKS: Commission approved July 5, 2016.	1.0000	79368.00

PROCUREMENT SERVICES:		P.O. TOTAL: 79368.00
ACCOUNT NO. 403-5000-533.65-02	PROJECT WTR054	

PURCHASING

PURCHASE REQUISITION NBR: 0000066965

REQUISITION BY: UTILITIES JMA

STATUS: PURCHASING APPROVAL
REASON: NW 11TH AVENUE RECONSTRUCTION - MODEL BLOCK

DATE: 7/08/16

SHIP TO LOCATION: EAST UTILITY ADMIN

SUGGESTED VENDOR: 1682 KIMLEY HORN & ASSOCIATES INC.

DELIVER BY DATE: 9/30/16

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	TASK ORDER FOR FINAL DESIGN, PERMITTING, BIDDING and Construction Phase Services for NW 11th Avenue, Model Block. Task order issued under General Consulting Services, Scope D, RFQ 017-2821-14/DJL. Task 1 - Final Design Task 2 - Permitting Task 3 - Bid Phase Services Task 4 - Construction Phase Services Task Order was Commission approved July 5, 2016; R16-081 for a "not-to-exceed" $79,368.00 COMMODITY: CONSULTING SERVICES SUBCOMMOD: ENGINEERING	79368.00	DL	1.0000	79368.00	

REQUISITION TOTAL: 79368.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	40350005336502	UTIL CONST IN PROGRESS R&R - WATER	WTR054 Wtr Main Repl. Proj-2"	100.00	79368.00
					79368.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

APPROVALS

City Manager Com. Mtg. App. Date 7-5-16

Finance Dept [signature] Date 7/11/16

Risk Manager [signature] Date 7-5-16

City Attorney _____ Date _____

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190945
DATE: 04/02/19

VENDOR 17528

TO: ENVISIO SOLUTIONS INC
250-13777 COMMERCE PKWY
RICHMOND, BC V6V2X3

SHIP TO:
City of Boynton Beach
3301 QUANTUM BLVD.
SUITE 101
BOYNTON BEACH, FL 33426

REQUISITION NO. 73276	ORDERING DEPARTMENT: ECONOMIC DEVELOPMENT		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	14310.00 DL	ENVISIO CORE STRATEGY MODULE WITH PUBLIC DASHBOARD 3-YEAR SUBSCRIPTION FOR 30 USERS. INCLUDES SOFTWARE LICENSING, FULL PLATFORM MANAGEMENT AND SUPPORT. QUOTED PRICE IS AN ANNUAL FEE, 10% MULTI-YEAR CONTRACT DISCOUNT APPLIED.	1.0000	14310.00
2	1.00 EA	ENVISIO CORE MODULE SETUP: ONE-TIME FEE. A MANAGED IMPLEMENTATION SERVICE INCLUDING PLAN AND DATA AUDIT, SYSTEM CONFIGURATION, PLAN AND METRICS POPULATION, ACCEPTANCE TESTING, USER TRAINING AND REPORTING STRATEGY DEVELOPMENT. 100% EXPEDITED DECISION (60 DAYS)DISCOUNT APPLIED.	.0001	.00

REMARKS:
STRATEGIC PLANNING SOFTWARE
SUBSCRIPTION DATE: 4/1/19 - 3/31/22
QUOTE #1700230

PROCUREMENT SERVICES:		P.O. TOTAL:	14310.00

ACCOUNT NO.
001-2419-559.49-17

PROJECT

PURCHASING

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

Date: 2/21/2019

Requesting Department: Economic Dev & Strate **Contact Person:** John Durgan

Explanation for Purchase:
To purchase strategic planning software that will help facilitate visual organization on our strategic plan and allow us to track progress, enhance accountability, and provide a mechanism for future phases of performance measurement.

Recommended Vendor Envisio Solutions Inc.

Dollar Amount of Purchase $14,310

Source for Purchase (check and attach backup materials):

Three Written Quotations	X	GSA	
State Contract		PRIDE/RESPECT	
SNAPS		Sole Source	
Piggy-Back		Budgeted Item	
Emergency Purchase		Other	

Contract Number: _____

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

Fund Source for Purchase:
001-2419-559-49-17

Approvals:

Department Head		Date	5/3/19
Purchasing Agent	MF	Date	3/29/19
Asst City Manager		Date	
City Manager		Date	4/1/19

Form Revised 02/01/02

PURCHASE REQUISITION NBR: 0000073276

REQUISITION BY: ECONOMIC DEVELOPMENT

STATUS: DEPT APPROVAL
REASON: STRATEGIC PLANNING SOFTWARE

SHIP TO LOCATION: ECONOMIC DEVELOPMENT

SUGGESTED VENDOR: 17528 ENVISIO SOLUTIONS INC

DATE: 2/21/19

DELIVER BY DATE: 3/01/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	ENVISIO CORE STRATEGY MODULE WITH PUBLIC DASHBOARD 3-YEAR SUBSCRIPTION FOR 30 USERS. INCLUDES SOFTWARE LICENSING, FULL PLATFORM MANAGEMENT AND SUPPORT. QUOTED PRICE IS AN ANNUAL FEE, 10% MULTI-YEAR CONTRACT DISCOUNT APPLIED. COMMODITY: COMPUTERS,DP & WORD PROC. SUBCOMMOD: SOFTWARE COMMUN. ALL SYS.	14310.00	DL	1.0000	14310.00	
2	ENVISIO CORE MODULE SETUP: ONE-TIME FEE. A MANAGED IMPLEMENTATION SERVICE INCLUDING PLAN AND DATA AUDIT, SYSTEM CONFIGURATION, PLAN AND METRICS POPULATION, ACCEPTANCE TESTING, USER TRAINING AND REPORTING STRATEGY DEVELOPMENT. 100% EXPEDITED DECISION (60 DAYS)DISCOUNT APPLIED. COMMODITY: COMPUTERS,DP & WORD PROC. SUBCOMMOD: SOFTWARE COMMUN. ALL SYS.	1.00	EA	.0001	.00	

REQUISITION TOTAL: 14310.00

REQUISITION QUOTES

SELECTED VENDOR:

	VENDOR	NAME
14310.0000	17528	ENVISIO SOLUTIONS INC
18576.0000		CASCADE
25365.0000		CLEARPOINT STRATEGY

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	00124195594917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	14310.00
2	00124195594917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	.00
					14310.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

quote #1700230

Subscription date:
4/1/19 - 4/1/22

APPROVALS

City Manager _____ Date 4/1/19

Finance Dept MEF Date 3/29/19

~~Risk Manager~~ _____ Date _____

~~City Attorney~~ _____ Date _____

ENVISIO

250-13777 Commerce Parkway, Richmond, BC V6V 2X3 Canada

Bill To Name	City of Boynton Beach, FL	Quote Number	1700230
Bill To	City Hall: 3301 Quantum Blvd., Suite 101, Boynton Beach Boynton Beach, Florida 33426 United States	Created Date	11/02/2019
		Expiration Date	28/02/2019
		Prepared By	Kurt Juson
Contact Name	Julie Oldbury	Email	kjuson@envisio.com
Email	oldburyj@bbfl.us		

Product Description	Quantity	Sales Price	Total Price
Envisio Core Strategy Module with Public Dashboard. 3-year subscription for 30 users. Includes software licensing, full platform management and support. The price quoted is the annual fee. 10% multi-year contract discount applied.	1.00	USD 15,900.00	USD 14,310.00
Envisio Core Module Setup: One-time fee. A managed implementation service including plan & data audit, system configuration, plan and metrics population, acceptance testing, user training and reporting strategy development. 100% expedited decision (60 days) discount applied.	1.00	USD 2,500.00	USD 0.00

Subtotal	USD 18,400.00
Discount	22.23%
Total Price	USD 14,310.00

Quote Accepted By:

Name: Colin D Graff Date: 2/13/19

for LL Administrative Officer In Charge

Signature:

Terms and Conditions

1. Prices set forth in this quote are valid for the period stated. All prices are quoted in US Dollars.
2. Invoice for the full amount will be issued upon acceptance of this quote.
3. Work on the project commences after acceptance of the latest quotation according to the services agreed with the customer.
4. In the event of cancellation within the cancellation period, the reimbursed funds will be, unless otherwise agreed, the sum of the costs until termination plus any loss incurred by Envisio Solutions Inc..
5. Acceptance of this quotation is acceptance of the accompanying Envisio Master Services Agreement (MSA).
6. Travel, accommodation, meals and other reasonable costs related to workshops or other onsite service delivery will be separately documented and invoiced to the customer. A best estimate of these costs may be provided in this quotation if applicable.

The City of Boynton Beach

HUMAN RESOURCES AND RISK MANAGEMENT DEPARTMENT
3301 Quantum Boulevard, Suite 101
Boynton Beach, Florida 33426
(P): 561-742-6275 | (F): 561-742-66274
www.boynton-beach.org
Twitter: @BoyntonBeachHR

REQUEST FOR PURCHASE AND EXECUTION OF AGREEMENT

TO: Lori LaVerriere, City Manager

THROUGH: David Scott, Director of Economic Development and Strategy DES

FROM: Julie Oldbury, Director of Human Resources and Risk Management JO

DATE: February 19, 2019

RE: Purchase of Envisio Strategy Management Software

John Durgan and I have had the opportunity to review and evaluate three strategy management software programs to address our need to implement a tool that will help facilitate visual organization of our strategic plan and allow us to track progress, enhance accountability, and provide a mechanism for future phases of performance measurement. After the demos of the software, we received written quotes from each of the proposed vendors. A summary of the quotes follows:

	Cascade	ClearPoint Strategy	Envisio
40 User Licenses	$ 20,640	$ 16,800	$ 17,900
Implementation/Set Up	$ -	$ -	$ -
Support	$ -	$ 9,900	$ -
Sub Total	*$ 20,640*	*$ 26,700*	*$ 17,900*
Discount for 3 year Agreement	10%	5%	10%
Total	**$ 18,576**	**$ 25,365**	**$ 16,110**

Envisio, the lowest price software for 40 users, was also our highest ranked platform. This program was a clear standout in its functionality, design, and ability to expand to meet our future needs. Cascade was not a viable option based on its rudimentary functionality. ClearPoint Strategy was a somewhat viable option, but its limitations would not significantly add value to our process, and its price point was well outside our budget considerations.

David, John, and I are all in agreement that Envisio is the best program to help us deliver immediate improvements to our strategic planning process by offering us the tools we need to organize, update, monitor, and report on our plan. The company specializes in the local government market and invests in continually enhancing its product. We believe that by purchasing this product now, we can implement our rejuvenated plan using this platform. Implementing this software now will provide the structure we will need in place to then expand into the

ENVISIO

ENVISIO SOLUTIONS INC.

MASTER SERVICES AGREEMENT

PLEASE READ THIS MASTER SERVICE AGREEMENT ("**AGREEMENT**") CAREFULLY. THIS AGREEMENT APPLIES TO ENVISIO SOLUTIONS INC. ("**ENVISIO**") AND ANY CUSTOMER (THE "**CUSTOMER**") WHO UTILIZES ENVISIO'S SAAS STRATEGY IMPLEMENTATION SOFTWARE SERVICES DESCRIBED HEREIN (THE "**SERVICE**"), WHETHER OR NOT THE CUSTOMER PAYS FOR THE SERVICE.

ACCEPTING THE TERMS

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX OR BY EXECUTING AN ORDER OR QUOTATION FORM THAT REFERENCES THIS AGREEMENT, THE CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE CUSTOMER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE CUSTOMER REPRESENT THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF THE CUSTOMER DOES NOT HAVE SUCH AUTHORITY, OR THE CUSTOMER DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, THE CUSTOMER MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

This Agreement was last updated on May 10, 2018. It is effective between the Customer and Envisio as of the date of the Customer's acceptance of this Agreement.

1 PURCHASED SERVICES

1.1 Provision of Purchased Services

Envisio shall provide to the Customer the Service that is ordered by the Customer ("**Purchased Services**") on Envisio's invoice or quotation form (each an "**Order Form**") during a Subscription Term (as defined below).

The Service is hosted on Envisio's service provider platform, "Heroku" (owned by Salesforce.com). Heroku's physical infrastructure is hosted and managed within Amazon's secure data centers and utilizes the Amazon Web Service ("**AWS**") technology. The Customer further acknowledges that the Customer Data (as defined below) resides on AWS' servers in the USA. The Customer may access the Service, but has no right to receive a copy of the object code or source code to the Service. The Customer must have high speed Internet connection, and compatible hardware and up to date 'browser' software to access the Service, none of which are Envisio's responsibility.

1.2 Subscription License

Unless otherwise stated in the applicable Order Form, the Purchased Services are purchased as a subscription license (the "**Subscription**") and non-transferrable to a third party. Additional Users (as defined below) can be added to the Subscription during the Subscription Term at the same pricing as the underlying Subscription, prorated for the portion of that Subscription Term remaining, and any added Subscription will terminate on the same date as the underlying Subscriptions.

2 ENVISIO'S RESPONSIBILITIES

2.1 Provision of Service

Envisio will use commercially reasonable efforts to make the Service available to the Customer 24 hours per day, 7 days per week, except for planned downtime of which Envisio shall provide at least 24 hours notice via the Service and scheduled to the extent practicable during the weekend hours between 6 pm Friday and 3 am Monday Pacific Time. Any unavailability

caused by circumstances beyond Envisio's reasonable control including but not limited to: the malfunction of equipment, acts of God, act of government, flood, fire, earthquake, civil unrest, act of terror (collectively, **"Force Majeure"**), or the activities of third parties not under Company's control (including Internet and other service providers) is not the responsibility of Envisio. Envisio will make reasonable efforts to reduce to a minimum and mitigate the effect of any Force Majeure.

2.2 Customer Data

The Customer must provide all data for use in the Purchased Services (the **"Customer Data"**) and Envisio is not obliged to modify or add to it. The Customer Data belongs to the Customer and they are solely responsible for the content and accuracy. The Customer grants to Envisio all necessary licenses in and to such Customer Data solely for Envisio to provide the Service to the Customer.

Envisio will treat the Customer Data as confidential and will not disclose it to third parties unless as compelled by law or unless expressly permitted in writing by the Customer. Envisio will not access the Customer Data except as necessary to address service or technical issues, at the Customer's request.

As part of Envisio's standard Service offering, Envisio will make daily backup copies of the Customer Data and maintain such data for a period of seven weeks.

2.3 Service Level

Envisio endeavours to provide 99.9% uptime with respect to the Purchased Services in each calendar month during the Term, excluding:

(a) any scheduled maintenance times;
(b) factors outside Envisio's reasonable control; and
(c) downtime related to the Customer's or third party hardware, software or services.

If in any calendar month this uptime commitment is not met by Envisio and the Customer was negatively impacted from a resulting disruption to the Purchase Services as determined in Envisio's sole discretion acting reasonably, Envisio shall provide, as the sole and exclusive remedy, a service credit equal to 25% of one month's fee for the use of the Service (the **"Credit"**).

2.4 Product Support Service Levels

Critical - Production system down; the Customer is unable to use the Purchased Services; a work-around is not available.

High - A major function/component is unusable/degraded and no work-around is available, but the Customer is still able to use a portion of the Purchased Services.

Medium - There is loss of a function/component that does not seriously affect the Customer's operations or schedules. Any problem that was originally reported as Critical or High, but has been temporarily solved with a work-around, will be reduced in severity to Medium by mutual agreement.

Low - All other problems that do not fall within the categories above including but not limited to enhancement requests and documentation correction requests

2.5 Support Response Times

Relief will be available and provided by Envisio to the Customer, as appropriate hereunder, from Monday to Friday from 6 am to 5 pm Pacific Standard Time, in accordance with the following target criteria:

Severity	Initial Response	Relief	Call Update
Critical	1 hour	Work continuously	Every business day
High	2 hours	As soon as possible	Every other business day
Medium	4 hours	As soon as possible	Every other business day
Low	Following business day	Reasonable effort	Weekly

2.6 Credit Request

In order to receive the Credit, the Customer must provide sufficient evidence to support the Credit and email info@envisio.com within 5 days of the end of the applicable calendar month. If the Customer is past due or in default with respect to any payments owed to Envision under this Agreement, the Customer is not eligible to receive the Credit.

2.7 Provision of Professional Services

Envisio's core hours are Monday through Friday, 8:30am to 5:00pm Pacific Time. Trainings and customer meetings are offered during extended hours between 6-8:30am Pacific Time and 5-7pm Pacific Time, contingent upon staff availability.

3 CUSTOMER'S USE OF THE SERVICE

3.1 Authorized Users

The Customer agrees to maintain authorized users based on the number of accounts (**"Accounts"**) purchased under the Subscription as stated in the Order Form. Only the Customer or persons or entities that have access to an Account through a username and password for the Account (each a **"User"** and collectively, the **"Users"**) may use the Account. If the number of Users exceeds the Accounts purchased, Envisio will notify the Customer's Administrator (as defined in Section 3.2 below) via email of the overage and the Customer will have 5 business days following delivery of such email to make any changes necessary to address the overage. Following that 5 business day period, if the overage remains Envisio will invoice the Customer for the additional Accounts required to address the overage at the same fee as the existing Accounts subscribed for under the Subscription, prorated for the duration of the Subscription Term remaining and the Customer will pay the invoice according to the terms outlined in Section 5.4 below.

3.2 Email and Notices

At the time of ordering the Service from Envisio, the Customer shall identify the administrator(s) responsible for the Accounts (each an **"Administrator"**). The Customer agrees to provide Envisio with the Administrator's contact information including e-mail address. By providing the Administrator's e-mail address, the Customer agrees to receive all required notices electronically to the Administrator's e-mail address.

The Administrator shall be responsible on behalf of the Customer for managing the Accounts, maintaining all User information, and the Purchased Services used by the Customer. It is the Customer's sole responsibility to notify Envisio if the Customer changes or intends to change its Administrator(s).

3.3 Users: Passwords, Access and Notifications

It is the Customer's responsibility to change and maintain its Users' records in Envisio to secure access to the Account. The Customer is also solely responsible for ensuring the confidentiality and secrecy of each User's login. The Customer agrees not to disclose its Users' login information to any third party and will prevent its employees and personnel from sharing User's login information amongst themselves. The Customer will be responsible for all electronic communications generated through the Service, including, but not limited to, Account registration and notices. The Customer is only entitled to access and use the Service and the Account for lawful purposes.

Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service and shall promptly notify Envisio of such unauthorized access or loss/theft of any of its Users' login information.

3.4 Restrictions

The Customer is responsible for all activities conducted under its User accounts and ensuring their Users' compliance with this Agreement.

The Customer shall not:

(a) permit concurrent use of a single User account, or time-sharing of the Service;

(b) post or transmit any Customer Data that contains viruses, worms, time bombs, Trojan horses or any other contaminating, corrupting or destructive features, or use the Service in an irresponsible, or otherwise disturbing manner that interferes with the proper working and normal operation of the Service, or detrimentally interfere with personal information or property of another;

(c) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to extract the source code or modify the Service in any manner or form; or

(d) transfer, sell, lease, rent or assign, in any way, all or a portion of, the Account and/or the Service to any third party;

4 INTELLECTUAL PROPERTY

The Customer acknowledges that Envisio retains all right, title and interest in and to the Service and all software, materials, formats, interfaces, information, data, content and Envisio's proprietary information and technology used by Provider or provided to Customer in connection with the Service (the "Envisio Technology"), and that the Envisio Technology is protected by intellectual property rights owned by or licensed to Envisio. Other than as expressly set forth in this Agreement, no license or other rights in the Envisio Technology are granted to the Customer, and all such rights are hereby expressly reserved by Envisio.

The Customer must not, without Envisio's express written consent, use any of Envisio's trademarks, service marks, copyrighted materials, or other intellectual property.

The Customer acknowledges that any ideas, suggestions, concepts, processes or techniques that it provides to Envisio related to the Service or Envisio's business (the "Feedback") shall become Envisio's property without any compensation or other consideration payable to the Customer by Envisio, and the Customer does so of its own free will and volition. Envisio may or may not, in its sole discretion, use or incorporate the Feedback, in whatever form or derivative that Envisio may decide, into the Service, documentation, business or other products. The Customer hereby assigns all rights on a worldwide, exclusive basis in perpetuity to Envisio in any Feedback and, as applicable, waives any moral rights to the Feedback.

5 PURCHASED SERVICES AND PAYMENT

5.1 Term of Agreement

This Agreement is effective between the Customer and Envisio as of the date of the Customer's acceptance of this Agreement and continues until the Subscription Terms with respect to each Subscription subscribed for by the Customer hereunder have expired or terminated.

5.2 Term of Subscriptions and Renewal

The term of each Subscription (the "**Subscription Term**") shall be as set out in the applicable Order Form, which indicates a three (3) year term. The Subscription Term may be renewed for two additional one year terms, but renewal requires City Manager written approval at least sixty (60) days prior to the expiration of the then current term. The per-unit pricing during renewal will be the same as that during the immediately prior term unless Envisio has provided the Customer written notice of a pricing increase, not to exceed 10% per annum, at least 60 days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter. Notwithstanding any other provisions regarding notice and termination, in the event of a pricing increase, the Customer shall have thirty (3) days from receipt of notice of pricing increase to terminated this Agreement without penalty.

5.3 Service Fees

The Customer shall pay Envisio the fees specified on the Order Form (the "**Fees**"). Fees are based on Purchased Services comprising of subscription fees (based on the number of accounts) and professional fees (including implementation fees), and are non-refundable unless otherwise stated. The number of purchased Subscriptions cannot be decreased during the Subscription Term.

5.4 Invoicing and Payment

Billing for the Purchased Services will be in advance on an annual (twelve months) basis. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date (the "**Due Date**"). The Customer is responsible for providing complete and accurate billing and contact information to Envisio and notifying Envisio of any changes to such information. Overdue invoices will incur a 2% per month interest charge. If the Customer fails to pay the invoice within the Due Date, Envisio may, at its sole discretion, declare the Account delinquent (a "**Delinquent Account**").

5.5 Applicable Taxes

Envisio shall charge the Customer, and the Customer shall pay to Envisio, all applicable taxes, including any retroactive taxes on past Fees or charges (whether already paid or not) in cases where Envisio is under a legal obligation to collect such tax from the Customer. The Customer shall be responsible for any and all other taxes that the Customer is under a legal obligation to pay. Envision acknowledges that the City (Customer) is tax exempt, and as such, this provision is not applicable.

5.6 30-Day Money Back Guarantee

Within 30 days after the Customer has signed this Agreement, upon the Customer's written cancellation request, Envisio will refund all subscription fees paid by the Customer. Customer will still be liable for implementation fee and any professional fees in respect of professional services ordered. After 30 days, all Purchased Services are non-refundable and non-cancellable.

6 TERMINATION AND SUSPENSION

6.1 Envisio's Right to Suspend the Account

Envisio reserves the right to suspend the Customer's Account and access to and use of the Service under the following conditions:

- the Account becomes a Delinquent Account; or
- Envisio reasonably concludes that the Account is being used to engage in denial service attacks, spamming, or illegal activity, and/or use of the Account is causing immediate, material and ongoing harm to Envisio and others.

In the extraordinary event that Envisio suspends the Customer's access to the Service, Envisio will use commercially reasonable efforts to limit the suspension to the offending portion of the Service and resolve the issues causing the suspension of the Service.

6.2 Termination for Cause/Expiration

Either party (the **"Complaining Party"**) may immediately terminate this Agreement and all Order Forms issued hereunder in the event the other party (the **"Breaching Party"**) commits a material breach of any provision of this Agreement which is not cured within thirty (30) days of written notice from the non-breaching party.

Such notice by the Complaining Party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the Breaching Party an opportunity to cure such alleged breach and shall be sent to the Breaching Party in accordance with the notice requirements set out in Section 10.9 below.

Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Service. If this Agreement is terminated by Customer for any reason other than a termination expressly permitted by this Agreement, then Envisio shall be entitled to all of the Fees due under this Agreement for the entire Term. If this Agreement is terminated as a result of Envisio's breach of this Agreement, then Customer shall be entitled to a refund of the pro rata portion of any subscription fees paid by Customer to Envisio under this Agreement for the terminated portion of the Term.

6.3 Handling of Customer Data Upon Termination

Effective upon cancellation of the Account, Envisio may deactivate the Account and be entitled to delete the Account and the Customer Data from the Service within 60 days after cancellation. Within this 60 day period and upon the Customer's request, Envisio will provide limited access to the Service for the sole purpose of allowing the Customer to retrieve the Customer Data, provided that the Customer has paid all good faith undisputed amounts owed to Envisio. The Customer further agrees that Envisio shall not be liable to the Customer nor to any third party for any termination of the Customer's access to the Service or deletion of the Customer Data, provided that Envisio is in compliance with the terms of this Section 6.3.

It is the responsibility of the Customer to obtain screen captures and download all necessary reports should the Customer wishes to keep the data.

6.4 Survival

The following sections of this Agreement shall survive the cancellation or termination of this Agreement for any reason: Sections 3.4, 4, 5.3, 5.4, 5.5, 6.4, 9 and 10, as well as those sections that by their nature are intended to survive the termination or expiry of this Agreement.

7 PRICE AND SERVICE CHANGES

7.1 Software Subscription Fees

Envisio reserves the right to amend the Fees and the nature of the Service offered to the Customer from time to time and in its sole discretion, provided however that Envisio shall not decrease the level of Service or increase the subscription fees by no more than 10% per annum per Subscription until the end of the Subscription Term in effect for the Customer. Envisio

shall give the Customer notice of any such changes in the Fees and the Service 60 days in advance of the expiration of the relevant Subscription Term. If the change in Fees is not acceptable to the Customer, the Customer's sole and exclusive remedy shall be to cancel the applicable Subscription by providing Envisio with written notice of cancellation to info@envisio.com at least 30 days prior to the expiration of the relevant Subscription Term. Continuing to use the applicable Service after the end of the Subscription Term constitutes the Customer's acceptance of all changes in Fees.

7.2 Implementation Professional Services Fees

Implementation Professional Services is quoted at a fixed cost and unless otherwise stated in the Envisio order form in the Implementation Professional Services line item all services are scheduled and offered to the Customer for a period of 3-months from the commencement of the Subscription Term. Envisio will make all reasonable efforts to deliver in full the agreed-upon implementation scope. Changes to the scope or timelines may be proposed by the Customer Project Team during Implementation. Change requests will be reviewed by Envisio and their impact on the initial scope, schedule, resourcing and/or budget will be evaluated. Where additional resourcing is required from the Envisio Implementation Team to meet the change request, Envisio reserves the right to amend the Implementation fixed cost by issuing a new quote/order form requiring the Customers signature as approval.

8 WARRANTIES

8.1 Our Warranties

Envisio warrants that (a) the Service will achieve in all material respects the functionality described in the applicable technical documentation for the Service that is provided from time to time by Envisio to the Customer (the **"Help Documentation"**), and (b) Envisio will not materially decrease the functionality of the Service subscribed for under a Subscription during the applicable Subscription Term. The Customer's sole and exclusive remedy for Envisio's breach of this warranty shall be that Envisio be required to use commercially reasonable efforts to modify the Service to achieve in all material respects the functionality as described in the Help Documentation and, if Envisio is unable to restore such functionality, the Customer shall be entitled to terminate this Agreement and receive a pro-rata refund of the subscription fees paid under this Agreement for the Subscription for the terminated portion of the Subscription Term.

8.2 Disclaimer of Warranty

THE SERVICE AND ANY OTHER PRODUCTS AND SERVICES PROVIDED BY ENVISIO TO THE CUSTOMER ARE PROVIDED "AS IS", "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND EXCEPT AS EXPRESSLY SET OUT HEREIN. ENVISIO HEREBY DISCLAIMS ALL IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS OR CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, PROVIDER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ANY DATA OR INFORMATION PROVIDED TO CUSTOMER IN CONNECTION WITH CUSTOMER'S USE OF THE SERVICE (INCLUDING ALERTS AND RECOMMENDATIONS) IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY CUSTOMER FOR ANY PURPOSE WHATSOEVER.

FOR THE PURPOSES OF THIS SECTION 9.2, "ENVISIO" INCLUDES ENVISIO'S DIVISIONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, PARENT COMPANIES AND THEIR (INCLUDING ENVISIO'S) EXECUTIVES, DIRECTORS, OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, AFFILIATES, RESELLERS, THIRD PARTY PROVIDERS, MERCHANTS, LICENSORS AND THE LIKE.

9 LIMITATION AND EXCLUSION OF LIABILITY

9.1 Limitation of Liability

(A) IN NO EVENT SHALL ENVISIO BE LIABLE TO OTHER PARTY FOR ANY (I) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (II) LOST SAVINGS, PROFIT, DATA, USE OR GOODWILL, (III) BUSINESS INTERRUPTION, EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, OR (IV) PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, FUNDAMENTAL BREACH, BREACH OF A FUNDAMENTAL TERM) OR OTHERWISE.

(B) IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH OR UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES PAID BY THE CUSTOMER TO ENVISIO IN THE 12 MONTHS PRECEDING THE DATE THE CAUSE OF ACTION FIRST AROSE.

(C) THE PROVISIONS OF SECTION 10.1(A) AND 10.1(B) SHALL NOT APPLY TO THE EXTENT THAT THE CAUSE OF ACTION GIVING RISE TO THE CLAIM ARISES FROM:

I. A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; OR

II. CLAIMS FOR FEES OWED TO ENVISIO UNDER THIS AGREEMENT AND ANY COST, EXPENSE OR FEES INCURRED IN THEIR COLLECTION.

THE CUSTOMER SHALL MAKE NO CLAIM, COMPLAINT, OR PROCEEDING AGAINST ENVISIO FOR ANY OR ALL PORTIONS OF THE SERVICES THAT MAY REQUIRE THE DOWNLOADING OF WEB SITE COOKIES FOR THE CUSTOMER TO ACCESS SUCH PORTIONS OF THE ACCOUNT.

FOR THE PURPOSES OF THIS SECTION 10.1, "ENVISIO" INCLUDES ENVISIO'S DIVISIONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, PARENT COMPANIES AND THEIR (INCLUDING ENVISIO'S) EXECUTIVES, DIRECTORS, OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, AFFILIATES, RESELLERS, THIRD PARTY PROVIDERS, MERCHANTS, LICENSORS AND THE LIKE.

10 GENERAL

10.1 Interpretation of this Agreement

The term "including," wherever used in any provision of this Agreement, means "including but without limiting the generality of any description preceding or succeeding such term." Any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the construction or interpretation of this Agreement.

The division of this Agreement into sections/paragraphs, and the insertion of headings/captions, are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement or be deemed a part of this Agreement.

10.2 Inurement

The rights and liabilities of both the Customer and Envisio (collectively, the "Parties") under this Agreement shall bind and inure to the benefit of the Parties' respective successors, executors, and administrators, as the case may be.

10.3 Assignment

Neither party may assign this Agreement without written consent of the other, except that Envisio may assign without consent to a related entity or the successor of all or substantially all of the assignor's business or assets to which this Agreement relates. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties, although Envisio reserves the right to name Customer as a user of the Service.

10.4 Governing Law

This Agreement and any other agreement for the Services shall be governed by and construed in accordance with the laws of the State of Florida and the federal laws of Florida applicable therein, without regard to conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

10.5 Severability

If any provision or portion of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

10.6 Arbitration

Except for any dispute related to the intellectual property rights of a party, any dispute or claim arising out of or relating to this Agreement shall be referred to and finally resolved by binding arbitration before a single arbitrator under the International Commercial Arbitration Rules of Procedure of, and administered by, the American Arbitration Association. The appointing authority shall be the American Arbitration Association.

10.7 Independent Contractors

Nothing in this Agreement shall be construed as creating a partnership or relationship of employer and employee, principal and agent, partnership or joint venture between the parties. Each party will be deemed an independent contractor at all times and shall have no right or authority to assume or create any obligation on behalf of the other party, except as may be expressly provided herein.

The Customer must not, in any way, misrepresent the Customer's relationship with Envisio, attempt to pass itself off as Envisio, or claim that the Customer is Envisio.

10.8 Injunction

The Customer acknowledges and agrees that money damages are not an adequate remedy for any breach or threatened breach related to Envisio's rights or the Customer's use of the Service beyond the rights granted to Customer in this Agreement. The Customer therefore agrees that in addition to other remedies available hereunder, by law or otherwise, Envisio shall be entitled to an injunction against any such breach by the Customer.

10.9 Notices

Notice to Customer

Any notice to the Customer from Envisio will be sent to the e-mail address of the Administrator with a copy to the City Manager, or provided in writing, registered postal service (postage prepaid), or by pre-paid commercial courier delivered to the Customer at the mailing address specified on their Account, but does not include notification of parties by way of the Web Site as permitted by this Agreement.

ENVISIO

City of Boynton Beach
Lori LaVerriere, City Manager
P.O. Box 310
Boynton Beach, FL 33425
LaverriereL@bbfl.us

Notice to Company

Any and all notices to Envisio from the Customer must be given by in writing, e-mail, first class postal service (postage prepaid), or by pre-paid commercial courier delivered to Envisio at:

Envisio Solutions Inc.
250-13777 Commerce Parkway
Richmond, BC V6V 2X3

Tel: 888-371-4800
email: info@envisio.com

10.10 Public Records

The City (Customer) is a public agency subject to Chapter 119, Florida Statutes. Envisio shall comply with Florida's Public Records Law. Specifically, Envisio shall:

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

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

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Envisio 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 (Customer); and

D. Upon completion of the contract, Envisio shall transfer to the City (Customer), at no cost to the City (Customer), all public records in Envisio's possession. All records stored electronically by Envisio must be provided to the City (Customer), upon request from the City's (Customer's) custodian of public records, in a format that is compatible with the information technology systems of the City (Customer).

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

P.O. Box 310
BOYNTON BEACH, FLORIDA, 33425
561-742-6061
PYLEJ@BBFL.US

10.11 Scrutinized Companies

By execution of this Agreement, Envisio certifies that Envisio is not participating in a boycott of Israel. Envisio further certifies that Envisio 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 Envisio 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 Envisio of the City's determination concerning the false certification. Envisio 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, Envisio 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 Envisio 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.

10.12 Complete Agreement

This Agreement constitutes the complete understanding and agreement between the Customer and Envisio. Except when expressly agreed to the contrary in signed writing by an authorized representative of Envisio, this Agreement supersede any other written (including digitized/computerized) agreement, oral agreement, and/or agreement by conduct. This Agreement or any other specific agreement for the Service between Envisio and the Customer shall each be exclusively between Envisio and the Customer only and shall not confer any rights in any third party.

ENVISIO

Envisio Solutions Inc
250-13777 Commerce Parkway
Richmond BC V6V 2X3
(888) 371-4800
GST/HST Registration No.: 845234137

INVOICE TO
Julie Oldbury
City of Boynton Beach
City Hall: 3301 Quantum Blvd.,
Suite 101
Boynton Beach, Florida 33426
United States

INVOICE 130688

DATE 13/02/2019 TERMS Net 30

DUE DATE 15/03/2019

CONTRACT START DATE
13-Feb-2019

CONTRACT END DATE
12-Feb-2020

DESCRIPTION	QTY	PRICE	AMOUNT
Envisio Core Strategy Module with Public Dashboard. 3-year subscription for 30 users. Includes software licensing, full platform management and support. The price quoted is the annual fee. 10% multi-year contract discount applied. Billed annually at $14,310	30	477.00	14,310.00
Envisio Core Module Setup: One-time fee. A managed implementation service including plan & data audit, system configuration, plan and metrics population, acceptance testing , user training and reporting strategy development. 100% expedited decision(60 days) discount applied	1	0.00	0.00
Quote #1700230			

Thank you! We appreciate your business.

Please pay by due date above. For questions relating to this invoice, please email us at finance@envisio.com.

SUBTOTAL	14,310.00
TOTAL	14,310.00

TOTAL DUE USD 14,310.00

Send us a check to address above or Wire Payment To:
Account Name: Envisio Solutions Inc.
Bank: TD Canada Trust Bank
Bank Address: 2411 160 th Street, Suite 40, Surrey, B.C. V3S 0C8
Transit No. #: 92830 | Account No. #: 7201829 | Institution number: 004
Swift Code: TDOMCATTTOR | Routing No: 026009593
Settlement to: Bank of America, New York | SWIFT: BOFAUS3NXXX | Fedwire ABA# 026009593

CASCADE

The City of Boynton Beach

Prepared on February 7, 2019 - #20190206-172603442

BOYNTON BEACH, CITY OF
100 E BOYNTON BEACH BLVD
BOYNTON BEACH, FL, United States
33435

Julie Oldbury
Director of Human Resources and Risk Manage...
oldburyj@bbfl.us

Products & Services

Enterprise User - 25-49

40 x $516.00 / year

For 1 year

SOFTWARE FEATURES

Plan | Manage | Track: Our flagship platform which allows you to build your strategy framework and connect your high-level plans. Manage and execute your plan(s) using the best practices from project and task management tools and then build customizable reports and dashboards to report on your progress.

All of the features per our website: https://www.executestrategy.net

SERVICES AND ADD-ONS

Set-up & Governance: We'll work with you to configure your plan, users, settings, and features in the software. We'll also help establish governance around executing your plan.

Single Sign-On: Access to Cascade via your existing authentication provider such as Active Directory, Google Apps, etc.

User Training: We'll run up to 3 sessions as 60-minute webinars - we recommend 10 people per session, so that it can be more comfortable and interactive, but you can have up to 30 attendees, if you wish.

The training session(s) can be recorded and available for new starters or used as a refresher.

Train the Trainer: We'll provide and facilitate 2 x 90-minute sessions with a small team of trainers that you select to be your internal Cascade Champions. We'll equip them with all the knowledge they need to train others on how to use Cascade, and also how to administer the system.

Refresher Training / Webinar: After three to six months of using Cascade, we will provide up to 3 sessions. The sessions will be tailored to fit the needs of the audience. We will cover topics including Cascade Basics, Advanced Tracking, Dashboards & Reports.

Quarterly Reviews: We'll meet with your core team to advise on best practices and make sure you're getting the most out of Cascade.

Recurring subtotal	$20,640.00 / year
10% Government Discount	$2,064.00
Total	**$18,576.00**

This total doesn't include any applicable taxes.

This quote expires on April 7, 2019.

Purchase Terms

Signing the quote indicates that you have read and agree to our terms and conditions. Those can be seen here: Cascade Strategy USA, Inc. Terms & Conditions and Service Level Agreement

Signature

Date

Printed name

Questions?

Contact me

Thomas Yelliott
thomas@executestrategy.net
+1 (541) 497-3093

Cascade Strategy USA, Inc.
6125 NE Cornell Rd, Suite 300
Hillsboro, Oregon, USA
97124

ClearPoint Strategy
FROM ASCENDANT STRATEGY MANAGEMENT GROUP

City of Boynton Beach, FL

ClearPoint Strategy Software & Support Agreement

Ascendant Strategy Management Group is committed to helping City of Boynton Beach, FL (Boynton Beach) improve its management reporting by providing access to the ClearPoint Strategy application. ClearPoint Strategy is a cloud-based strategy and performance management solution that will allow Boynton Beach to track its goals, metrics, projects, and action items across its entire organization.

ClearPoint Enterprise Package

Boynton Beach has asked for the **ClearPoint Enterprise Plan**, which includes:

- 25 full users
- Unlimited view-only users
- 15 update-only users
- Premium Support
- Data Loader Access
- API Access

User Licenses

Included in this Enterprise Package are 25 full "Editor/Administrator" users (users that can add, edit, and update information in ClearPoint). Additional "Editor/Administrator" users can be added on a pro-rated basis for $600/year. Also included are an unlimited number of view-only "Browser" users. We included 15 update only users and additional ones can be purchased for $120/year ($10/month).

Support

All users have access to Basic Support, which includes email and online forum support with a 24-hour response time. As a subscriber to the ClearPoint Enterprise Package, Boynton Beach will also have "Premium Support" which allows three (3) named contacts to request and receive 4-hour priority email and telephone support services from a qualified ClearPoint Engineer throughout the year.

ClearPoint Support Options	Basic Support	Premium Support
Access to Support Forum	Included	Included
Email Support	24-Hour Response	4-Hour Response
Telephone Support		Included
Live in-app messaging		Included
Video Screen-Sharing Support		Included

Additional Premium Support named contacts may be added as needed for $3,300 per year.

Training

All training options would be jointly designed with your administrator and the ClearPoint trainer and would cover the topics below.

Basic Training	Advanced Training
• Logging into ClearPoint • Changing your password • Accessing Support Forum • Understanding reporting periods • Understanding "edit' vs. 'update' • Inline editing pros and cons • Editing your scorecard • Using the HTML editor • Printing a page • Exporting to Excel • Generating PDF briefing books	• Managing user access rights • Aligning department scorecards • Configuring status indicators • Configuring reporting periods • Configuring custom fields • Defining and using fiscal years • Generating custom reports • Developing custom grid views • Configuring measure series • Using calculated fields • Configuring external data sources • Configuring projects and Gantt charts

You have the option to add web-based or onsite training. Web-based training can be purchased in ½ day increments. Onsite training has the benefit of having an instructor in the classroom to answer questions and see challenges as they take place on participants' screens. Travel expenses for onsite trainings are billed at cost. Web-based training is $1,000 for ½ day, and onsite training can be purchased for $3,000 per day.

Onboarding

We work with your team to ensure you are on the path to success with ClearPoint. This includes a kick-off call where we do goal and expectation setting for your first year of ClearPoint. For account setup support, we help configure periods and reporting frequencies, scorecards and element names, custom fields, summary reports, and briefing books. We then add users to your account, conduct some administrator orientation, setup reminder emails and send you on your way to start reporting on your own.

Scorecard Setup

Boynton Beach is responsible for creating and maintaining its scorecards, including categories, objectives, measures, initiatives, and action items. Boynton Beach is also responsible for meta data on these elements including information such as descriptions, owner, data source, dates, and any custom fields.

As an optional service, Ascendant can assist with initial configuration, organizational alignment, data entry, structuring Excel and Text file data imports and designing custom dashboards. This service is billed by the day and can be completed on-site or remotely.

Setup	Price	Total Fees

System configuration and setup	$1,500 per day	NA
Data entry for historical data	$1,500 per day	NA
Setup Total		NA

ClearPoint Data Loader

The ClearPoint Data Loader connects your on-premise data sources to ClearPoint. The Data Loader can tap into any database that can be SQL queried as well as XLS and CSV files. Data can be uploaded to ClearPoint on a scheduled basis including daily, weekly, monthly, and quarterly.

Single Sign-on

For SSO, we partner with Ping Identity which has a full support center. ClearPoint will provide the client with a PingOne account. From here, the client IT team can obtain a SAML standard key and configure the connection with the desired active directory service, such as ADFS or Azure AD. For troubleshooting, you can refer to this article, and work directly with Ping support. If additional ClearPoint support is required, it will be for an additional fee based on the amount of time it takes to support the connection.

Html Exports

Exporting to HTML allows all Enterprise Package clients to export information from ClearPoint into non-password protected web pages. These pages can be linked to from your intranet site to share information internally, or can be linked to from your website to share information externally.

API Access

ClearPoint has a documented REST API. We already leverage the API in the Data Loader, Community Dashboard Plugin and throughout the application itself. You can use the API to GET, POST, PUT, and DELETE information in ClearPoint. Our documentation shows you all of the calls and schema to implement the calls for your own applications and needs.

Enterprise Package Cost Breakdown

The following table includes the proposed deliverables and the pricing for each item included.

Deliverable	Description	Price
ClearPoint SaaS Software User Licenses	25 Licensed users	$15,000.00
	15 Update-only users	$1,800.00
	Unlimited view-only users	Included
Premium Support	3 named contacts	$9,900.00
Training	0 Onsite training days	$3,000/day
	Travel Expenses	At cost
Scorecard Setup	0 days	$1,500/day
Enterprise Package includes all of the features of the Professional Package plus:	• Onboarding • Automatic Initiative Evaluations • Rules-Based Permissions • Single Sign-On • IP Restrictions • ClearPoint API • Master Measures Templates	Included in the Enterprise Package at no additional cost
Total		**$26,700.00**

A list of all features included in each Package can be found on the last page of this proposal.

Invoicing and Payment

The Package cost will be billed annually and invoiced immediately following the execution of this contract. Setup/Configuration, Training, and travel expenses (if appropriate) will be invoiced upon completion. Prices are in US dollars. Boynton Beach has the option to add additional licenses at any time using the prices quoted in this proposal. The price for additional licenses will be pro-rated to match the expiration date of existing licenses.

Discounts

Boynton Beach has the option to receive a discount for signing a contract for multiple years. We offer 5%, 10% and 15% discounts for three-year, four-year and five-year contracts. All contract years must be paid in full at the start of the contract for discount to apply. Additions made to the contract after the initial purchase are not guaranteed the same discount.

Changes and Renewal

Changes to this agreement may be made through standard written communications, including email, and invoicing is an acceptable way to extend the agreement. Paying an invoice in a timely manner will be considered a renewal, and not paying will be considered a cancellation. There will be a $250 per month charge for renewing a cancelled account, and all missing months must be paid in full.

Use of ClearPoint

Use of ClearPoint is governed through the license agreement. Each user has to confirm acceptance of the agreement upon first login. It is posted here: https://www.clearpointstrategy.com/support/end-user-license-agreement/

Acceptance

If the terms of this agreement are acceptable to you, please sign and return a copy of this agreement to Ted Jackson, Managing Partner, Ascendant Strategy Management Group.

Signature:		**Signature:**	
Name: Ted K Jackson Ascendant Strategy Management Group	**Date**	**Name:** _____ City of Boynton Beach, FL	**Date**

ClearPoint Strategy

ClearPoint Software Features

Curious about what you're getting with ClearPoint? Whether it's project management, KPI tracking, or keeping your organization accountable, our features have you covered.

SCORECARDS AND DASHBOARDS

- Balanced Scorecard
- Unlimited Linking
- Strategy Maps
- Automatic Measure Evaluations
- Automatic Objective Evaluations*
- Community Dashboard Publishing*

EASE OF USE

- On-Page Editing
- Modern Responsive Design
- Integrated Help & Tooltips
- Favorites & Ownership
- Bulk Changes
- Revision History & Undo
- Scheduling*
- Recycle Bin & Undelete*

CUSTOMIZATION

- Custom Fields
- Custom Status Indicators
- Custom Layouts
- Custom Charts
- Custom Page Styles*
- Custom Table Styles*
- Custom Number Formats*
- Data HTML Custom Fields*

MEASURES

- Unlimited Charts
- Custom Reporting Periods
- Fiscal Years
- Basic & SQL Calculations
- Aggregate Series Calculations*
- Aggregate Status Calculations*
- Reference Series Calculations**
- Master Measure Templates**
- Municipal Measure Library**

REPORTS

- Unlimited Reports
- Drag & Drop Report Builder
- Heatmap Reports
- Report Templates
- Clickable Briefing Books
- WYSIWIG Export to PDF
- Export to Excel and PowerPoint
- Export for Web
- Custom Headers and Footers
- Calculated Fields*
- Report Filtering*

INTEGRATION

- ClearPoint Data Loader*
- ClearPoint API**
- Integrate with Zapier**

PROJECT MANAGEMENT

- Risk & Action Item Tracking
- Milestones & Sub-Milestones
- Gantt Charting
- Automatic Initiative Evaluations**

NOTIFICATIONS

- Email Reminders*
- In-Application Notifications*
- Automatic Update Notifications*
- Notification Templates*
- Alerts for Status Changes*

SUPPORT

- Online Support Center
- Email Support
- Client Kick-Off and Planning Calls
- Telephone Support*
- In-App Messaging Support*
- Onboarding*

SECURITY

- By-Scorecard User Permissions
- Two-Factor Authentication
- Scorecard Snapshots*
- Rules-Based Permissions**
- Single Sign-On**
- IP Restrictions**

*Professional Plan and above **Enterprise Plan only

To learn more, visit:

Not sure what you need? Give us a call to talk through your reporting challenges.

1-866-568-0590

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190946
DATE: 04/02/19

VENDOR 16864

TO: STEP CG, LLC
407 VINE STREET, STE 210
CINCINNATI, OH 45202

SHIP TO:
City of Boynton Beach
ITS DEPARTMENT
3301 QUANTUM BLVD.
SUITE 101
BOYNTON BEACH, FL 33426

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

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	2.00	EA	EXTREME EC4400A05-E6 SP 4450GSX with 12 10/100/1000 BaseT PoE+ ports, 36 1G SFP ports and two 10G SFP+ uplink ports. Inc. Base Software License, 1 Field replaceable 1000W PSU. NO Power Cord, PRODUCT	4505.0000	9010.00
2	2.00	EA	EXTREME AL1905A21-E6 STACKABLE 1000W AC POE+ POWER SUPPLY. FOR USE IN 4X00 PWR+, NO PC	581.7400	1163.48
3	4.00	EA	EXTREME 10099 Power Cord, 15A, USA, NEMA 5-15, C15	15.6600	62.64
4	2.00	EA	G-PART 97007-H34131 EW 4HR AHR H34131 for EC4400A05-E6 This Year Term: 365 Days	401.2800	802.56
5	4.00	EA	EXTREME PS-ESU-1 Extreme Service Units, Single	2250.0000	9000.00
6	3.00	EA	EXTREME EC1100010-E6 ONA 1101GT 1+1 1000 Base-T Port, Optional AC Adapter Sold Separately	382.2000	1146.60
7	3.00	EA	G-PART 97007-H34128 - EW 4HR AHR H34128 for EC1100010-E6	181.8300	545.49
8	3.00	EA	AVAYA EC1105E11-E6 Optional 100-240V AC Power Adapter (Type A,	35.4000	106.20

PROCUREMENT SERVICES:	MEF	P.O. TOTAL:

ACCOUNT NO.
SEE BELOW

PROJECT

PURCHASING

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190946
DATE: 04/02/19

VENDOR 16864

TO: STEP CG, LLC
407 VINE STREET, STE 210
CINCINNATI, OH 45202

SHIP TO:
City of Boynton Beach
ITS DEPARTMENT
3301 QUANTUM BLVD.
SUITE 101
BOYNTON BEACH, FL 33426

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

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
			C, G & I plugs - US & JPN, EU, UK, AUS & CHN) for ONA 1101GI:		

REMARKS:
SWITCH NETWORK HARDWARE FOR UTILITIES SCADA ADMIN
PIGGYBACK STATE CONTRACT 43220000-WSCA-14-ACS
QUOTE #Q-5070
DO NOT MAIL PO - ITS WILL SEND TO VENDOR

PROCUREMENT SERVICES:	YMEF	P.O. TOTAL:	21836.97

ACCOUNT NO. PROJECT
SEE BELOW

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190946
DATE: 04/02/19

VENDOR 16864

TO: STEP CG, LLC
407 VINE STREET, STE 210
CINCINNATI, OH 45202

SHIP TO:
City of Boynton Beach
ITS DEPARTMENT
3301 QUANTUM BLVD.
SUITE 101
BOYNTON BEACH, FL 33426

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

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST

****
* ACCOUNTING INFORMATION ONLY - DO NOT SEND THIS PAGE TO THE VENDOR*
****

REQ/ACCT	DATE	REQ. BY	PROJECT	AMOUNT
0000073535 30341015806415	03/29/19	ITS	IT1815	19586.97
0000073535 00115105134917	03/29/19	ITS		2250.00

PROCUREMENT SERVICES:	YMEF	P.O. TOTAL:

ACCOUNT NO. PROJECT

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

Date: 4/1/2019

Requesting Department: I.T.S. **Contact Person:** Marty Stevens

Explanation for Purchase:
The ITS Department is working with STEPcg to replace two network switches that are used by both the Utilities SCADA networks and the administration network that are past end-of-life and no firmware updates have been released for over two years. While replacing the two switches we will extend the Extreme Networks Fabric that already exists in the East Water Plant and Fire Station #5 to the Utilities Administration building and West Water Plant. This is being done to prepare the network for "Automated Campus Infrastructure" planned to be implemented citywide when the new City Hall is completed.

Recommended Vendor STEPcg

Dollar Amount of Purchase $21,836.97

Source for Purchase (check and attach backup materials):

Three Written Quotations		GSA	
State Contract	X	PRIDE/RESPECT	
SNAPS		Sole Source	
Piggy-Back		Budgeted Item	
Emergency Purchase		Other	

Contract Number: State of FL 43220000-WSCA-14-ACS

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

Fund Source for Purchase:
303-4101-580-64-15 Project IT1815 - $19,586.97
001-1510-513-49-17 - $2250.00

Approvals:

Department Head		Date 4/1/2019
Purchasing Agent	MEF	Date 4/1/19
Asst City Manager		Date
City Manager		Date 4/1/19

Form Revised 02/01/02

PURCHASE REQUISITION NBR: 0000073535

REQUISITION BY: ITS

STATUS: DEPT APPROVAL
REASON: SWITCH NETWORK HARDWARE FOR UTILITIES SCADA ADMIN

DATE: 3/29/19

SHIP TO LOCATION: ITS

SUGGESTED VENDOR: 16864 STEP CG, LLC

DELIVER BY DATE: 4/26/19

REQUISITION COMMENTS:

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	30341015806415	MACHINERY AND EQUIPMENT COMPUTER EQUIPMENT	IT1815 SCADA UTILITIES NETWORK	100.00	9010.00
2	30341015806415	MACHINERY AND EQUIPMENT COMPUTER EQUIPMENT	IT1815 SCADA UTILITIES NETWORK	100.00	1163.48
3	30341015806415	MACHINERY AND EQUIPMENT COMPUTER EQUIPMENT	IT1815 SCADA UTILITIES NETWORK	100.00	62.64
4	30341015806415	MACHINERY AND EQUIPMENT COMPUTER EQUIPMENT	IT1815 SCADA UTILITIES NETWORK	100.00	802.56
5	00115105134917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		25.00	2250.00
5	30341015806415	MACHINERY AND EQUIPMENT COMPUTER EQUIPMENT	IT1815 SCADA UTILITIES NETWORK	75.00	6750.00
6	30341015806415	MACHINERY AND EQUIPMENT COMPUTER EQUIPMENT	IT1815 SCADA UTILITIES NETWORK	100.00	1146.60
7	30341015806415	MACHINERY AND EQUIPMENT COMPUTER EQUIPMENT	IT1815 SCADA UTILITIES NETWORK	100.00	545.49
8	30341015806415	MACHINERY AND EQUIPMENT COMPUTER EQUIPMENT	IT1815 SCADA UTILITIES NETWORK	100.00	106.20
					21836.97

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

Switch network hardware for Utilities SCADA Admin
Quote Number: Q-5070
State of Florida Contract 43220000-WSCA-14-ACS;
Expires 5/3/2019
Do NOT mail - I.T.S. will send to the vendor

APPROVALS

City Manager _____ Date 4/1/19
Finance Dept MEF Date 4/1/19
~~Risk Manager~~ _____ Date _____
~~City Attorney~~ _____ Date _____

PURCHASE REQUISITION NBR: 0000073535

REQUISITION BY: ITS

STATUS: DEPT APPROVAL
REASON: SWITCH NETWORK HARDWARE FOR UTILITIES SCADA ADMIN

DATE: 3/29/19

SHIP TO LOCATION: ITS

SUGGESTED VENDOR: 16864 STEP CG, LLC

DELIVER BY DATE: 4/26/19

1	EXTREME EC4400A05-E6 SP 4450GSX with 12 10/100/1000 BaseT PoE+ ports, 36 1G SFP ports and two 10G SFP+ uplink ports. Inc. Base Software License, 1 Field replaceable 1000W PSU. NO Power Cord, PRODUCT COMMODITY: COMPUTERS,DP & WORD PROC. SUBCOMMOD: NETWORKS, LOCAL AREA (LAN	2.00	EA	4505.0000	9010.00
2	EXTREME AL1905A21-E6 STACKABLE 1000W AC POE+ POWER SUPPLY. FOR USE IN 4X00 PWR+, NO PC COMMODITY: COMPUTERS,DP & WORD PROC. SUBCOMMOD: NETWORKS, LOCAL AREA (LAN	2.00	EA	581.7400	1163.48
3	EXTREME 10099 Power Cord, 15A, USA, NEMA 5-15, C15 COMMODITY: COMPUTERS,DP & WORD PROC. SUBCOMMOD: NETWORKS, LOCAL AREA (LAN	4.00	EA	15.6600	62.64
4	G-PART 97007-H34131 EW 4HR AHR H34131 for EC4400A05-E6 This Year Term: 365 Days COMMODITY: COMPUTERS,DP & WORD PROC. SUBCOMMOD: NETWORKS, LOCAL AREA (LAN	2.00	EA	401.2800	802.56
5	EXTREME PS-ESU-1 Extreme Service Units, Single COMMODITY: COMPUTERS,DP & WORD PROC. SUBCOMMOD: NETWORKS, LOCAL AREA (LAN	4.00	EA	2250.0000	9000.00
6	EXTREME EC1100010-E6 ONA 1101GT 1+1 1000 Base-T Port, Optional AC Adapter Sold Separately COMMODITY: COMPUTERS,DP & WORD PROC. SUBCOMMOD: NETWORKS, LOCAL AREA (LAN	3.00	EA	382.2000	1146.60
7	G-PART 97007-H34128 - EW 4HR AHR H34128 for EC1100010-E6 COMMODITY: COMPUTERS,DP & WORD PROC. SUBCOMMOD: NETWORKS, LOCAL AREA (LAN	3.00	EA	181.8300	545.49
8	AVAYA EC1105E11-E6 Optional 100-240V AC Power Adapter (Type A, C, G & I plugs - US & JPN, EU, UK, AUS & CHN) for ONA 1101GT. COMMODITY: COMPUTERS,DP & WORD PROC. SUBCOMMOD: NETWORKS, LOCAL AREA (LAN	3.00	EA	35.4000	106.20

REQUISITION TOTAL: 21836.97

STEP CG

STEP CG, LLC
525 W. Fifth Street, Suite 332
Covington, KY 41011

Quote

Quote Date: 03/08/2019
Valid Till: 04/26/2019
Quote Number : Q-5070

BILL TO:

City of Boynton Beach

,

SHIP TO:

City of Boynton Beach

,

Contact Name:**Charles Stevens**

Quote Stage:**Delivered**

S.No.	Product Details	Qty	List Price	Discount	Total
1.	**Extreme EC4400A05-E6** SP 4450GSX with 12 10/100/1000 BaseT PoE+ ports, 36 1G SFP ports and two 10G SFP+ uplink ports. Inc. Base Software License, 1 Field replaceable 1000W PSU. NO Power Cord, PRODUCT	2	$ 9,010.00	$ 9,010.00	$ 9,010.00
2.	**Extreme AL1905A21-E6** STACKABLE 1000W AC POE+ POWER SUPPLY. FOR USE IN 4X00 PWR+, NO PC	2	$ 1,003.00	$ 842.52	$ 1,163.48
3.	**Extreme 10099** Power Cord, 15A, USA, NEMA 5-15, C15	4	$ 27.00	$ 45.36	$ 62.64
4.	**G-PART** 97007-H34131 EW 4HR AHR H34131 for EC4400A05-E6 This Year Term: 365 Days	2	$ 456.00	$ 109.44	$ 802.56
5.	**Extreme PS-ESU-1** Extreme Service Units, Single	4	$ 2,500.00	$ 1,000.00	$ 9,000.00
6.	**Extreme EC1100010-E6** ONA 1101GT 1+1 1000 Base-T Port, Optional AC Adapter Sold Separately	3	$ 637.00	$ 764.40	$ 1,146.60
7.	**G-PART** 97007-H34128 97007-H34128 - EW 4HR AHR H34128 for EC1100010-E6	3	$ 209.00	$ 81.51	$ 545.49
8.	**Avaya EC1105E11-E6** Optional 100-240V AC Power Adapter (Type A, C, G & I plugs - US & JPN, EU, UK, AUS & CHN) for ONA 1101GT.	3	$ 59.00	$ 70.80	$ 106.20

Sub Total	**$ 21,836.97**
Tax	**$ 0.00**
Grand Total	**$ 21,836.97**

Terms and Conditions

43220000-wsca-14-acs

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Contracts and Agreements > Alternate Contract Source > Data Communications Products and Services

<< Return

Data Communications Products and Services43220000-WSCA-14-ACS

Contract Details

Effective Period	09/08/2014 through 05/30/2019
Contract Type	Alternate Contract Source
Contract Information	• Contractors • Pricing Product Categories (364.53 KB) How to Use This Contract
Contract Documents	Master Agreement Participating Addenda
Contract Administration	• Brenda Wells • (850) 488-6904 Brenda.Wells@dms.myflorida.com
Commodity Codes	43220000, 43190000, 43201800, 43210000, 43221500, 43211512, 43211600, 43211604, 43211700, 43212200, 43220000, 43221700, 43222600, 43222800, 43230000, 43232300, 43232400, 43232700, 43232800, 43232900, 43233000, 43233200, 43233500

Description

This alternate contract source is for the purchase or lease (as permitted by state and local requirements) of data communications products and services; this contract is only available for products that are not available on state term contracts.

State agencies and state universities requiring data communications products and services that are available through SUNCOM should contact the Division of Telecommunications (DivTel) for assistance.

Document reader download link

- Adobe PDF Reader

Skip to Main Content

Department of Management Services

Florida Department of Management Services > Business Operations > State Purchasing > State Contracts and Agreements > Alternate Contract Source > Data Communications Products and Services > Contractors > Contractors - Extreme Networks, Inc.

Extreme Networks, Inc.

Contractor Attributes

CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
O - Hispanic, Non Certified	No	No	Yes	Statewide

Customer Contact

Name: Scott Altman
Title: Director of Order Management
Street Address or P.O. Box: 145 Rio Robles
City, State, Zip: San Jose, CA 95134
Email Address: orders@extremenetworks.com
Phone Number: 919-599-4108
Internet Address: www.extremenetworks.com
FEIN: 77-0430270
Remit-To Address: Dept. LA21921
City, State, Zip: Pasadena, CA 91185-1921

Contract Administrator

Name: Michael Swierk
Title: Contract Analyst
Street Address or P.O. Box: 9 Northeastern Blvd
City, State, Zip: Salem, NH 03079
Email Address: mswierk@extremenetworks.com
Phone Number: 603-952-5221

Authorized Resellers

Contractors - Extreme Networks, Inc. (vnd.ms-excel 251.00 kB)

Extreme Networks
State of Florida Contract Pricing

Extreme Networks Price File Contract #: 43220000 WSCA-14-ACS

Service Part Number	Service List Price	Discount	Contract Price	Service Name
EC4400A05-E6	$9,010.00	38%	$5,586.20	VSP 4450GSX-PWR+ with 12 10/100/1000 Base-T PoE+ ports, 36 1G SFP ports and two 10G SFP+ uplink ports. Inc. Base Software License, 1 Field replaceable 1000W PSU. NO Power Cord
AL1905A21-E6	$1,003.00	38%	$621.86	ETHERNET ROUTING SWITCH 4800GTS-PWR+ 1000W AC REDUNDANT POWER SUPPLY. FOR USE IN THE ERS 4850GTS-PWR+, VSP 4850GTS-PWR+, & VSP 4450GSX-PWR+. EUED ROHS 6/6 COMPLIANT]. NO POWER CORD
10099	$27.00	38%	$16.74	Power Cord, 15A, USA, NEMA 5-15, IEC320-C15
97007-H34131	$456.00	12%	$401.28	EW 4HR AHR H34131
PS-ESU-1	$2,500.00	10%	$2,250.00	EXTREME SERVICE UNITS, SINGLE
EC1100010-E6	$637.00	38%	$394.94	ONA 1101GT 1+1 1000 BASE-T PORT.OPTNL AC ADAPTER SOLD SEPARATELY.
97007-H34128	$209.00	12%	$183.92	EW 4HR AHR H34128
EC1105E11-E6	$59.00	38%	$36.58	OPTNL UNIVERSAL AC PWR ADAPTER (AU,EU,NA,UK PLUGS) - ONA 1101GT

Full Price Sheet

https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/alternate_contract_source/data_communications_products_and_services/pricing

Step Resources Communications

Contact Information	
Vendor/Business Name:	STEP CG
Contact Person Name:	Danny Poindexter
Title:	Regional Sales Executive
Street Address:	407 Vine St Suite 210 Cincinnati OH 45202
Phone Number:	281-989-7878
Toll Free Number:	844-478-3724
Fax Number:	
Mobile:	281-989-7878
Email Address:	dpoindexter@stepcg.com
Ordering Information	
Customers should direct orders to:	Danny Poindexter
State of FL Vendor number (FEID):	
Mailing Address:	407 Vine St Suite 210 Cincinnati OH 45202
Phone Number:	281-989-7878
Toll Free Number:	844-478-3724
Fax Number:	
Mobile:	281-989-7878
Email Address:	dpoindexter@stepcg.com
URL:	www.stepcg.com
Remit Address:	407 Vine St Suite 210 Cincinnati OH 45202

S. No.	Product Details	Part Number	Qty	Retail Price	Contract Price	Total	Quoted Price
1	Extreme EC4400A05-E6	VSP 4450GSX	2	$9,010.00	$5,586.20	$11,172.40	$9,010.00
2	Extreme AL1905A21-E6	Stackable 1000W AC POE+ PS	2	$1,003.00	$621.86	$1,243.72	$1,163.48
3	Extreme 10099	Power Cord	4	$27.00	$16.74	$66.96	$62.64
4	Extreme 97007-H34131	Support for VSP 4450GSX	2	$456.00	$401.28	$802.56	$802.56
5	Extreme PS-ESU-1	Extreme Servuce Units, Single	4	$2,500.00	$2,250.00	$9,000.00	$9,000.00
6	Extreme EC1100010-E6	ONA 1101GT 1+1 1000 Base-T	3	$637.00	$394.94	$1,184.82	$1,146.60
7	Extreme 97007-H34128	Support for ONA	3	$209.00	$183.92	$551.76	$545.49
8	Avaya EC1105E11-E6	Power Supply for ONA	3	$59.00	$36.58	$109.74	$106.20
					Total	$23,470.46	$21,836.97

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190959
DATE: 04/05/19

VENDOR 15000

TO: FORAY TECHNOLOGIES
FORAY, LLC
3911 5TH AVENUE
SUITE 300
SAN DIEGO, CA 92103

SHIP TO:
City of Boynton Beach
POLICE DEPARTMENT
2045 HIGH RIDGE RD.
BOYNTON BEACH, FL 33426

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

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00 EA	FORAY ADAMS SERVICES -setup of storage hierarchy within ADAMS. For large operations this may be the setup of a selection of storage locations, the rest to be completed by agency staff. -setup and configuration of package types, property categories, category specific fields, and other configuration options. -installation and setup of barcode label printers and barcode scanners -labeling of storage locations -training - services will be delivered remotely and on-site VENDOR ITEM NO.- P&E CONFIGURATION	11995.0000	11995.00
2	1.00 EA	ANAGEMENT,INSTA,INTERGRATION,TRAINING AND SUPPORT -Project management/coordination -complete system software installation -complete system integration, and testing -migrate data from existing P&E system - $5,000 -on-site user familiarization	5733.0000	5733.00

PROCUREMENT SERVICES:	YMEF 4/9/19	P.O. TOTAL:

ACCOUNT NO.
SEE BELOW

PROJECT

PURCHASING

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190959
DATE: 04/05/19

VENDOR 15000

TO: FORAY TECHNOLOGIES
FORAY, LLC
3911 5TH AVENUE
SUITE 300
SAN DIEGO, CA 92103

SHIP TO:
City of Boynton Beach
POLICE DEPARTMENT
2045 HIGH RIDGE RD.
BOYNTON BEACH, FL 33426

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

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST

training for a
maximum of 3 attendees. Instructor
fees and travel
expenses included.

-One year software support which
includes
-unlimited access to the Foray
Tech. Support
desk, M-F 7am-4pm pacific time and
off-hour
support by leaving a message on
the on-call
support engineers phone
-internet based remote
diagnostics
-free ADAMS software updates &
upgrades

REMARKS:
EVIDENCE SOFTWARE FOR NEW CAD & RMS PURCHASE
SOLE SOURCE VENDOR
QUOTE #BOYNTONBEACH P&E 2549REVA
DO NOT MAIL PO - P.D. WILL SEND TO VENDOR

PROCUREMENT SERVICES:	MEF 4/9/19	P.O. TOTAL:	17728.00

ACCOUNT NO.
SEE BELOW

PROJECT

PURCHASING

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190959
DATE: 04/05/19

VENDOR 15000

TO: FORAY TECHNOLOGIES
FORAY, LLC
3911 5TH AVENUE
SUITE 300
SAN DIEGO, CA 92103

SHIP TO:
City of Boynton Beach
POLICE DEPARTMENT
2045 HIGH RIDGE RD.
BOYNTON BEACH, FL 33426

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

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST

****
* ACCOUNTING INFORMATION ONLY - DO NOT SEND THIS PAGE TO THE VENDOR*
****

REQ/ACCT	DATE	REQ. BY	PROJECT	AMOUNT
0000073513 00121105216414	03/27/19	POLICE		9000.00
0000073513 00121115216414	03/27/19	POLICE		8728.00

PROCUREMENT SERVICES:	UMF 4/9/19	P.O. TOTAL:

ACCOUNT NO. PROJECT

PURCHASING

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

Date: March 27th, 2019

Requesting Department: Police **Contact Person:** Captain Zeller

Explanation for Purchase:
The current police physical evidence management software is outdated (2004). In 2014 the department purchased the Foray ADAMS system for digital evidence management. The system, as purchased, has the ability to also manage physical evidence with more modern capabilities. With the purchase of a data conversion, vendor setup, and training we can take full advantage of the Foray system which is already sucessfully deployed. These services can only be provided by Foray which is a propriatry system. See attached memo for further details.

Recommended Vendor Foray Technologies

Dollar Amount of Purchase 17,728.00

Source for Purchase (check and attach backup materials):

Three Written Quotations		GSA	
State Contract		PRIDE/RESPECT	
SNAPS		Sole Source	X
Piggy-Back		Budgeted Item	
Emergency Purchase		Other	

Contract Number: _____

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

Fund Source for Purchase:
001-2110-521-64-14 (9,000), 001-2111-521-64-14 (8,728.00)

Approvals:

Department Head _____ Date 3/27/19

Purchasing Agent Maria Hohenstein Date 4/3/19

Asst City Manager _____ Date _____

City Manager _____ Date 4/3/19

Form Revised 02/01/02

PURCHASE REQUISITION NBR: 0000073513

REQUISITION BY: POLICE

STATUS: DEPT APPROVAL
REASON: EVIDENCE SOFTWARE FOR NEW CAD AND RMS PURCHASE

DATE: 3/27/19

SHIP TO LOCATION: POLICE

SUGGESTED VENDOR: 15000 FORAY TECHNOLOGIES

DELIVER BY DATE: 4/30/19

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
	REQUISITION QUOTES				
		17728.0000	VENDOR NAME FORAY		

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	00121105216414	MACHINERY AND EQUIPMENT COMPUTER SOFTWARE		75.03	9000.00
1	00121115216414	MACHINERY AND EQUIPMENT COMPUTER SOFTWARE		24.97	2995.00
2	00121115216414	MACHINERY AND EQUIPMENT COMPUTER SOFTWARE		100.00	5733.00
					17728.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

sole source vendor. upgrade to evidence management system to intergrate with new CAD/RMS program. see attached memo for further.

APPROVALS

City Manager _____ Date 4/3/19
Finance Dept [redacted] Date 4/3/19
Risk Manager Risk App. COI Date on 4/2/19
~~City Attorney~~ _____ Date _____

(COI good thru 1/28/20)

PURCHASE REQUISITION NBR: 0000073513

REQUISITION BY: POLICE

STATUS: DEPT APPROVAL
REASON: EVIDENCE SOFTWARE FOR NEW CAD AND RMS PURCHASE

SHIP TO LOCATION: POLICE

DATE: 3/27/19

SUGGESTED VENDOR: 15000 FORAY TECHNOLOGIES

DELIVER BY DATE: 4/30/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	FORAY ADAMS SERVICES -setup of storage hierarchy within ADAMS. For large operations this may be the setup of a selection of storage locations, the rest to be completed by agency staff. -setup and configuration of package types, property categories, category specific fields, and other configuration options. -installation and setup of barcode label printers and barcode scanners -labeling of storage locations -training - services will be delivered remotely and on-site COMMODITY: CONSULTING SERVICES SUBCOMMOD: COMPUTER- SOFTWARE	1.00	EA	11995.0000	11995.00	P&E CONFIGURATION
2	MANAGEMENT,INSTA,INTERGRATION,TRAINING AND SUPPORT -Project management/coordination -complete system software installation -complete system integration, and testing -migrate data from existing P&E system - $5,000 -on-site user familiarization training for a maximum of 3 attendees. Instructor fees and travel expenses included. -One year software support which includes -unlimited access to the Foray Tech. Support desk, M-F 7am-4pm pacific time and off-hour support by leaving a message on the on-call support engineers phone -Internet based remote diagnostics -free ADAMS software updates & upgrades COMMODITY: CONSULTING SERVICES SUBCOMMOD: COMPUTER- SOFTWARE	1.00	EA	5733.0000	5733.00	

REQUISITION TOTAL: 17728.00

---------- REQUISITION QUOTES ----------

VENDOR NAME

PURCHASE REQUISITION NBR: 0000073513

REQUISITION BY: POLICE

STATUS: DEPT APPROVAL
REASON: EVIDENCE SOFTWARE FOR NEW CAD AND RMS PURCHASE

DATE: 3/27/19

SHIP TO LOCATION: POLICE

SUGGESTED VENDOR: 15000 FORAY TECHNOLOGIES

DELIVER BY DATE: 4/30/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	FORAY ADAMS SERVICES COMMODITY: CONSULTING SERVICES SUBCOMMOD: COMPUTER- SOFTWARE	1.00	EA	11995.0000	11995.00	P&E CONFIGURATION
2	MANAGEMENT,INSTA,INTERGRATION,TRAINING AND SUPPORT COMMODITY: CONSULTING SERVICES SUBCOMMOD: COMPUTER- SOFTWARE	1.00	EA	5733.0000	5733.00	

REQUISITION TOTAL: 17728.00

REQUISITION QUOTES

	VENDOR NAME
17728.0000	FORAY

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	00121105216414	MACHINERY AND EQUIPMENT COMPUTER SOFTWARE		75.03	9000.00
1	00121115216414	MACHINERY AND EQUIPMENT COMPUTER SOFTWARE		24.97	2995.00
2	00121115216414	MACHINERY AND EQUIPMENT COMPUTER SOFTWARE		100.00	5733.00
					17728.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

sole source vendor. upgrade to evidence management system to intergrate with new CAD/RMS program. see attached memo for further.

BOYNTON BEACH POLICE DEPARTMENT

INTER-OFFICE MEMORANDUM

TO: Vanessa Snow
Assistant Chief
Support Services

FROM: Daniel Cline D.R.C.
Evidence Specialist
Support Services

REF: Foray ADAMS Property Upgrade
Spillman Integration/ Sole source

DATE: February 28, 2019

The software currently used to manage physical evidence, TraQ by the QueTel Corporation, was purchased in 2004. Our current version of TraQ is very antiquated and lacks features of more modern evidence management systems. Therefore, this is a request to upgrade the evidence management system.

In 2014, the department purchased Foray's ADAMS system to store and manage digital evidence in lieu of storing digital evidence on physical discs. The ADAMS system purchased is designed to manage both digital and physical evidence. The department originally opted not to utilize the physical evidence management part of the software as a project was underway to purchase a new CAD/RMS that would ultimately take over physical evidence management. The department eventually entered into contract with Spillman/ Motorola Flex.

Members of the department have communicated with other agencies using Spillman who advised that after using the evidence management portion of their system abandoned the evidence portion and moved to another vendor due to major flaws that could lead to inaccurate record of chain of custody as well as the lack of evidence specific features. Spillman representatives acknowledge that their evidence management portion has not been fully developed.

As the department currently owns licensing to use the Foray ADAMS system for physical evidence management, a data conversion, setup, and training (all that can only be accomplished by Foray and no other vendors) would be all that is needed to upgrade our evidence management system. Several web demonstrations have been conducted and staff agrees that the system is well designed and will fully meet the agency's needs.

Therefore, I respectfully request that we move forward with this upgrade to our evidence management system with Foray ADAMS and later conduct a data integration with Spillman.

DETAILED QUOTE

QUOTE NUMBER:	BoyntonBeach_P&E_2549RevA
QUOTE DATE:	02/19/18 revised 11/26/18 revised 02/08/19
QUOTE PREPARED BY:	Anna Disney
QUOTE PREPARED FOR:	Daniel Cline Boynton Beach Police Department 100 E. Boynton Beach Blvd. Boynton Beach, FL 33435 (561)742-6173
SHIP TO:	Boynton Beach Police Department 100 E. Boynton Beach Blvd. Boynton Beach, FL 33435 (561)742-6173
BILL TO:	Boynton Beach Police Department 100 E. Boynton Beach Blvd. Boynton Beach, FL 33435
REMIT PAYMENT TO:	FORAY TECHNOLOGIES 3911 5th Ave., Suite 300 San Diego, CA 92103 (619)858-1360 (619)858-1366 (Fax)

Cost Summary:

Purchase Price
*$17,728.00 ** See attached Terms & Conditions for cash purchase*

1. Foray *ADAMS™* Services - $11,995.00

P&E Configuration and Training

Services engagement to get an agency's property room and personnel up and running using ADAMS's Property and Evidence functionality. During the services engagement the following will be accomplished in conjunction with Agency Personnel.

- Setup of storage hierarchy within ADAMS. For large operations, this may be the setup of a selection of storage locations, the rest to be completed by agency staff.
- Setup and configuration of package types, property categories, category specific fields, and other configuration options.
- Installation and setup of barcode label printers and barcode scanners.
- Labeling of storage locations.
- Training
- Services will be delivered remotely and on-site

2. Management, Installation, Integration, Training & Support Services [1] - $5,733.00

- Project Management/Coordination
- Complete system software installation
- Complete system integration, and testing

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[1] Foray Technologies will install, configure and train on products purchased directly from Foray and as otherwise outlined in this quotation. If client wishes to have Foray provide services for client-provided products, client must first receive approval from the sales representative prior to accepting this quotation and providing a purchase order. Please be advised that the purchase of additional components and or cables may be necessary

- Migrate data from existing P&E system - $5,000
- On-site user familiarization training for a maximum of 3 attendees. Instructor fees and travel expenses included.
- One Year Software Support which includes,
  - Unlimited access to the Foray Technologies' Support Desk, M - F 7:00 AM - 4:00 PM Pacific Time and off-hour support by leaving a message on the on-call support engineers phone (which is listed on our voice mail), excluding statutory and local holidays.
  - Internet based remote diagnostics
  - Free ***ADAMS*** software updates & upgrades

for compatibility; additional components and or cables are provided at client's expense. Foray Technologies does not guarantee the compatibility of client-provided 3rd party devices, components or software.

ADDITIONAL OPTIONS [2]

Software Options:

A. Additional *ADAMS*™ Concurrent User License..... $1,495.00 Each

[2] Please be advised that this amount does not include any associated costs for shipping, installation, training and/or support for the additional options provided in this quote. Therefore, the exercise of any option may affect the cost of Installation.

Terms and Conditions of Proposal

- Purchase order number or credit card information must be included on order notification.
- Prices quoted are U.S. Dollars.
- Proposal valid for a term of 90 days from initial date of proposal. Thereafter, all prices are subject to change without notice.

The term "Equipment" includes the items listed on the client's signed accepted proposal together with all software, software licenses, supplies and materials incorporated into or added to any of the Equipment by Foray Technologies, Inc. (Foray Technologies) or its vendors, employees, agents or contractors.

GENERAL TERMS AND CONDITIONS

1. Payment Terms. Payment of the purchase price is due as follows:

   Net 30.

   If invoice exceeds $5,000.00, then the following terms apply.

   Purchaser is responsible for all applicable state and local taxes, including state and use tax if applicable.

2. Purchaser's Authority. Purchaser has full power and authority to enter into and perform this Agreement.

3. Sales Contract. This is a sales contract. Purchaser accepts the goods and materials herein described. This is not a sale on approval or trial. Acceptance is binding on Purchaser, its heirs, successors and assigns.

4. Optional Services: Services outside the scope of work quoted in this proposal are not included or covered as part of this Sales Contract. Services outside the scope of work of this proposal (unless otherwise quoted) may include;

   A. Operating System Upgrades

   B. Adams Software Migration (from an existing workstation to a new workstation)

   C. Server Migration (from an existing server to a new server)

   D. Server Consolidation of multiple repositories

   These services can be purchased separately under an additional contract if not quoted in the services of this proposal

5. Installation Date. The "Installation Date" is defined as the date Foray Technologies determines the Equipment to be operating satisfactorily which will occur on the last day of training.

6. Title and Risk. Title to products passes from Foray Technologies, Inc to Purchaser upon complete payment of invoice amount. Loss or damage that occurs during shipping by a carrier selected by Foray Technologies is Foray Technologies' responsibility. Loss or damage that occurs during shipping by a carrier selected by Purchaser is Purchaser's responsibility. Title to software is covered in the Software Licensing Agreement.
7. Prepayment. You may at any time prepay the total remaining unpaid installment principal balance at any time, thereby eliminating the obligation to pay future interest or finance charges.
8. Security Interest. Foray Technologies shall have a purchase money security interest in the Equipment in order to secure payments due under this Agreement, and you will promptly execute any documents Foray Technologies deems reasonably necessary to file and perfect its security interest. If you fail to do so, Foray Technologies may execute the documents on your behalf. Foray Technologies may conspicuously mark the Equipment to identify its security interest and you may not place any conflicting mark on the Equipment or permit the Foray Technologies mark to be removed. For so long as Foray Technologies shall have a security interest in the Equipment, you shall not remove the Equipment from the address of delivery or sell Equipment or any part thereof without Foray Technologies written consent.
9. Breach and Attorneys' Fees. If either party fails to cure a material breach within ten (10) days following a written notice of breach by the other party, the other party may upon written notice either (a) terminate this agreement, or (b) suspend its performance under this Agreement and/or under any related agreement. Additionally, if you breach any of your obligations under this Agreement, Foray Technologies may require immediate payment of the entire unpaid principal balance, plus all other amounts due under this Agreement. If any party seeks the assistance of counsel or commences any legal action to enforce this Agreement, the non-defaulting party shall be entitled to recover its costs and expenses, including attorneys' fees, from the defaulting party with regard to such consultation, legal action and appeal therefrom.
10. Limitation of Liability. In no event shall either party be liable to the other party for any special, indirect, incidental, consequential or punitive damages in any way arising out of or relating to the agreement, whether the claim alleges tortuous conduct, including negligence, or any other legal theory. In all cases, Foray Technologies total liability is limited to the purchase price paid for the Product.
11. Construction; Exclusive Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California and the United States of America, except that body of law concerning conflicts of law. The parties agree that all disputes or other matters pertaining to the enforcement or interpretation of any provision of this Agreement or arising from any other aspect of the vendor/ Distributor relationship created hereby shall be submitted for resolution to the California State Superior Court in San Diego County, California U.S.A., which court and the California State appellate venues thereof shall be the exclusive venues for such matters and the parties hereto consent to the jurisdiction of such courts.

12. Entire Agreement. This Agreement, including the terms and conditions contained on any applicable price list, constitutes the entire agreement as to its subject matter, and supersedes all prior and contemporaneous oral and written agreements as to such subject matter. Furthermore, you hereby understand and acknowledge that Foray Technologies has not made and is not bound by any oral or written representation made by its salespeople, which do not appear in this Agreement. In the event of any inconsistency between the terms and conditions specified in a price list and those otherwise contained in this Agreement, the former shall control. Any terms and conditions on any ordering documents or purchase orders you may issue shall have no force or effect.

FORAY TECHNOLOGIES

March 7, 2019

Daniel Cline
Boynton Beach Police Department
561-742-6173
ClineD@bbfl.us

Dear Mr. Cline,

Thank you for your interest in Foray Technologies and our ADAMS™ Evidence Management solutions.

The Foray Technologies ADAMS solution is a complete, comprehensive evidence management and forensic digital imaging product line that consists of hardware, software, installation, training, and support / maintenance services. The solution has been in use at the Department since 2014, the addition of Property and Evidence functionality is an update to the existing system. It is a copyrighted program that was developed by Foray Technologies and is maintained exclusively by Foray Technologies. There are no other vendors in the U.S., Canada, Europe or Asia who are authorized to provide development, distribution, installation, integration and training, upgrades, or support for the ADAMS applications. As such, Foray Technologies is solely and exclusively responsible for the development, distribution, upgrading and support of all ADAMS products and services, therefore justifying sole source procurement of the ADAMS products and services.

Please feel free to contact me at (619)858-1360 ext 529 if you have any further questions or if you require any additional information.

Sincerely,

Anna Disney
Western Region Sales

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190960
DATE: 04/05/19

VENDOR 13242

TO: METRO-DADE K-9 SERVICES
17940 SW 168 STREET
MIAMI, FL 33187

SHIP TO:
City of Boynton Beach
POLICE DEPARTMENT
2045 HIGH RIDGE RD.
BOYNTON BEACH, FL 33426

REQUISITION NO. 73601	ORDERING DEPARTMENT: POLICE		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00 EA	1 EUROPEAN IMPORTED POLICE SERVICE DOG	11500.0000	11500.00

REMARKS:
NEW K9 FOR NEW K-9 HANDLER
DO NOT MAIL PO - P.D. WILL SEND TO VENDOR

PROCUREMENT SERVICES:	YMSF 4/5/19	P.O. TOTAL:	11500.00

ACCOUNT NO.
691-5000-590.04-32

PROJECT

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

Date: 4/5/2019

Requesting Department: Police Department **Contact Person:** Capt. Zeller

Explanation for Purchase:
This is for the purchase of K-9 for our new K-9 handler. Three quotes were obtained $7300.00, $8500.00 and Metro Dade K-9 at $11,500.00. Metro Dade K-9 is the highest priced quote; however, we have purchased our last 5 K-9 from this company and have had tremendous success. In addition, they're located in Miami Dade and always available (phone and in person) for any issues that may arise.
It is our recommendation that Metro Dade K-9 is selected based on prior positive experiences and the level of services they have provided. See attached memo for further justification on the

Recommended Vendor Metro Dade K-9 Services

Dollar Amount of Purchase 11,500.00

Source for Purchase (check and attach backup materials):

Three Written Quotations	X	GSA	
State Contract		PRIDE/RESPECT	
SNAPS		Sole Source	
Piggy-Back		Budgeted Item	
Emergency Purchase		Other	

Contract Number: _____

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

Fund Source for Purchase:
691-5000-590-04-32

Approvals:

Department Head	[signature] #776	Date	04.05.19
Purchasing Agent	[signature]	Date	4/5/19
Asst City Manager		Date	
City Manager	[signature]	Date	4/5/19

Form Revised 02/01/02

PURCHASE REQUISITION NBR: 0000073601

STATUS: DEPT APPROVAL
REASON: PURCHASE A NEW K9

REQUISITION BY: POLICE

DATE: 4/05/19

SHIP TO LOCATION: POLICE

SUGGESTED VENDOR: 13242 METRO-DADE K-9 SERVICES

DELIVER BY DATE: 4/16/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	1 EUROPEAN IMPORTED POLICE SERVICE DOG COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: POLICE EQUIP & SUPPLIES	1.00	EA	11500.0000	11500.00	

REQUISITION TOTAL: 11500.00

REQUISITION QUOTES

	VENDOR NAME
11500.0000	METRO DADE K9 SERVICES
7300.0000	VENTOSA KENNEL INC
8500.0000	EXCELSIOR K9

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	69150005900432	RESERVE-MISC TRUST K-9 DONATIONS		100.00	11500.00
					11500.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

We are requesting to purchase a new police serivce dog for our k9 program. We would like to use Metro dade k9 serivces, all 5 of our previous k9's have come from this vendor. Please see justification memo attached.

memo and quotes attached

Sgt Kautz

APPROVALS

City Manager _____ Date 4/5/19
Finance Dept _____ Date 4/5/19
Risk Manager _____ Date _____
City Attorney _____ Date _____

BOYNTON BEACH POLICE DEPARTMENT

INTER-OFFICE MEMORANDUM

TO: Joe Degiulio
Asst. Chief
Uniform Services

FROM: Jon Kautz
Sergeant
Community Response Team

REF: Purchase of a New K9

DATE. 03/28/2019

SRA | | | 4.4.19 |

The Boynton Beach Police Department/K9 Unit is looking to purchase a new K9 for the agency. This memo contains information and invoice/quotes from four different venders. Below is an explanation and request to purchase the new K9 from Metro-Dade K9 Services.

METRO-DADE K-9 SERVICES

We would like to purchase the K9 from Metro-Dade K9 Services which is located in Homestead, Fl. Metro-Dade K9 Services has been a vender to our city/agency where we have previously purchase five other K9's. The quality of these K9's we have gotten from this vender been successfully and come with a limited guaranteed on the K9 up through medical screening, until school certifications and up to one year from purchase. Tony Guzman, the owner of Metro-Dade K9 Service is always available for problem solving if we or our contracted trainers are unable to solve the problem or concern. I would also consider Metro-Dade K9 Services to be a local vender to us being that they are located approx. an hour and a half away. Furthermore, in the past, if a problem has occurred with the dog he has either replaced the K9 with another one, or has paid towards the cost of any medical procedure needing to be performed. The current cost of a K9 from Metro-Dade K9 Service is $11,500. In addition, several surrounding law enforcement agency's use Metro-Dade K9 Services and are pleased with the K9's they obtain. Metro-Dade K9 supplies Federal Agencies, the State Department, Department of Defense, and New Police Department with K9's just to mention a few. Boynton Beach Police recently purchased a K-9 (Bane) from this company in October 2018 and have no issues regarding this dog thus far.

EXCELSIOR K9

In contacting Excelsior K9, I have obtained an internet inquire quote for the purchase of K9. In my correspondence with Excelsior K9, they have quoted the amount of $8500.00 in order to purchase a K9. Excelsior K9 is located in Yalaha, Fl. This is located approximately three to four hours north of our agency. Furthermore, we have never used this company and should a problem arise, we would have to travel in order to have Excelsior K9 replace the dog or assist in problem solving. Although less in cost to Metro-Dade K9 Services, they are considerably further away should we need to travel back and forth to them for assistance.

VENTOSA K9 KENNEL INC.

I have contacted Ventosa K9 Kennel Inc. who has provided a quote in the amount of $7300.00 for a green dual purpose K9. In the past, we have never used this company to obtain a K9 from. However in their quote they have provided a guarantee of medical screening, and up to one year of performance with the K9. This is similar to Metro-Dade K9's guarantee. Lodging is also provided during the training of the K9 at their facility, however, we would still need to conduct training in the State of Florida in order to meet state required certification and standards. Ventosa Kennel is located in Scotland Neck, North Carolina and is considerably a long distance away.

In closing, we are requesting to purchase a K9 from Metro-Dade K9 Services as we have used them in the past and are pleased with the K9 we have worked in the years past. Furthermore, we are pleased with the personal attention we are given from Tony Guzman, the owner of Metro-Dade K9 Services.

PROPOSAL CITY OF BOYNTON BEACH POLICE DEPT

Date: MARCH 29TH, 2019

Buyer: CITY OF BOYNTON BEACH POLICE DEPT. C/O SGT. JON KAUTZ

TERMS AND CONDITIONS:

The Buyer, the City of Boynton Beach Police Department agrees to purchase 1 European Imported Police Service Dog for dual purpose work described as follows:

NAME/BREED/DATE OF BIRTH/ID #: TBA

FOR THE PRICE OF $11,500.00

Health Guarantee:

The Seller, Metro-Dade K-9 Services, will provide the police service dog with the below listed documentation and promises a health guarantee to include:

If available, seller agrees to provide current vaccination documentation, current veterinary examination record, and current X-rays of hips, elbows and spine from European export veterinarian.

The seller agrees that buyer may have the animal evaluated by a licensed veterinarian for complete pre-purchase examination including skeletal health; the costs borne by the buyer. If the veterinarian deems that there is a health concern that will prevent the Police Service Dog from active duty, the buyer may return the dog to the purchaser and purchaser will replace with another police service dog of equal value. All the same terms and conditions will apply. If the veterinarian deems that the animal is of good health and passes the pre-purchase examination, then seller is relieved from any warranties or guarantees related to health. The teeth have been checked_____

Workability Guarantee:
The Seller, Metro-Dade K-9 Services, is delivering the listed service dog with the following working guarantee:

1. Guarantee that the service dog will possess the proper drives and temperament for police service work.
2. Guarantee that the service dog will pass the Florida Department of Law Enforcement Patrol Canine Team Examination of proficiency (F.A.C Rule 11b-27.013 (2)) or compatible program/certification if not in the State of Florida.

3. The training/school will commence within 30 days upon acceptance of canine and veterinarian approval.
4. Seller has the right to evaluate Buyer's canine training methods and practices prior to signing contract. Agreeing to the terms and conditions of this contract indicates Seller's intent to proceed with sale and acknowledgement that Buyer's training facility is utilizing methods consistent with industry standards.

Replacement:
In the event that the health and workability conditions listed above are not met, Seller agrees to replace the listed service dog with a canine of equal value provided it is returned to Metro-Dade K-9 services in the same state of health and trainability as when received. Seller will have a reasonable period of time, (45 days) from date of return, if a warranted claim is made under the health and workability guarantee section of this contract.

Liability:
Seller advises that this animal may bite, or cause damage to persons or property while in their care and that Tony Guzman, and or Metro Dade K-9 Services and or their staff are not to be held responsible or liable for this animal or any damage it may cause. Buyer waives and releases Metro Dade K-9 Services, its employees, officers, members, and agents, from any and all liability of any nature resulting from the use of this police service dog.

This contract contains the entire agreement between all parties.

All terms and conditions to this agreement shall be binding on the heirs, administrator, personal representatives and assigns. Buyer agrees to pay within 30 days of the invoice date. The invoice date shall be the date when the canine is surrendered to the City of Boynton Beach Police Department. The terms and conditions are accepted by both parties whose signatures are below.

Signature and Date	Signature and Date
Seller, Metro-Dade K-9 Services	Buyer, _____Department
Authorized Agent Tony Guzman	Authorized Agent _____

Ventosa Kennel, Inc.

Ventosa Kennel
P.O. Box 358
Scotland Neck, NC 27874
www.ventosakennelnc.com
Office-(252) 826-4415
Cell-(252)370-5353

Proposal to Supply Law Enforcement K9

Date: March 29, 2019

To: Boynton Beach Police Department

Re: Dual Purpose K9

Attn: Sergeant Jon Kautz

Sir,

As per your request, this document is to supply you with a quote to provide a K9 for your department's specifications. Please be advised that Ventosa Kennel, Inc. hereby proposes to provide an Imported K9 to Boynton Beach Police Department as per your request and specifications.

Specifications are as follow:

- One Green, Dual-Purpose K9

Our price for a K9 meeting the above specifications is $7,300. Because of the fluctuation of the US dollar vs the Euro, this price is good for a 90-day period following the date of this letter.

All K9s provided by us come with a one-year performance and health guarantee. All of our K9s are imported, micro-chipped, come with X-rays for hips and elbows, and come with a shot passport. Our K9s range from ages 12 months to 24 months. These are either Dutch-Shepherds, German Shepherds, Belgian Malinois, or Shepherd/Mal mixes, and are males or females. They have been thoroughly environmentally tested and possess appropriate drives for this particular law enforcement training.

If Ventosa Kennel is awarded the opportunity to provide a K9 as per your department's specifications, the department is welcomed to schedule a time with Ventosa Kennel to test available K9s for selection. We may also assist the department with making

arrangements for a hotel while visiting our facility. If flying, we offer transportation to the airport with no charge. We may also provide transportation to the vet for a health certificate at no charge.

Ventosa Kennel will be able to complete vendor registration for the City of Boynton Beach. Payment to Ventosa Kennel, Inc includes a 30-day net.

Ventosa Kennel was founded by Tracy Bowling in 2000 and has been successfully providing law enforcement K9s and training for the last 19 years. We appreciate the opportunity to provide you with a quote for an Imported Green Dual Purpose K9. Please continue to keep us mind for any similar opportunity.

Thank you for your time and consideration towards this proposal.

Best regards,

Cassie Denton
Ventosa Kennel, Inc.
Assistant Training Coordinator
(252)826-4415

Kautz, Jonathan

From: Stacey Moyer <Stacey@excelsiork9.com>
Sent: Thursday, March 28, 2019 1:58 PM
To: Kautz, Jonathan
Cc: Mike Marante; Sarah Mahler
Subject: ExcelsiorK9

Sergeant Kautz,

Thank you for reaching out to ExcelsiorK9. We welcome you to come visit us. We have top-quality dogs here. We offer a 1-year workability and 2-year health guarantee which is the best in the industry. Since you are a new customer, for the dual purpose green dogs that we normally offer for $8,500, we will provide a discount of $500. Our single purpose green dogs normally sell for $7,000, and we will also provide a $500 discount. You can get more information and see the latest regarding our dogs and training on our website at www.ExcelsiorK9.com or our facebook page at https://www.facebook.com/excelsiork9/. Feel free to call Mike (786) 299-1810 or our office at (352) 324-1182. We will be happy to accommodate whatever day or time that works best for you to visit us and check out our dogs in action.

Stacey

ExcelsiorK9
26135 Bloomfield Ave.
Yalaha, FL 34797
(352) 324-1182

--
Stacey Moyer
Office Manager
Sami Enterprises LLC DBA Excelsior K9
26135 Bloomfield Ave Yalaha, FL 34797
ExcelsiorK9.com
352-324-1182

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190962
DATE: 04/09/19

VENDOR 16848

TO: CORE & MAIN LP
1830 CRAIG PARK COURT
ST LOUIS, MO 63146

SHIP TO:
City of Boynton Beach
WEST WATER ADMIN
5469 W. BOYNTON BCH BLVD.
BOYNTON BEACH, FL 33437

REQUISITION NO. 73589	ORDERING DEPARTMENT: UTIL WWTP/MR		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00 DL	VALVE W/CHAINWHEEL 20 Flange 150B Butterfly VLV Buna Seat, CI Body, CI Disc, 304SS Shaft, Nylatron Bearings, MDT-4S, Position Indicator, Chainwheel, Open Left, 40FT Chain, Paint: 8 MILS NSF Epoxy Interior/Exterior/OP. 7-8 Weeks ARO	7244.9000	7244.90
2	1.00 DL	VALVE W/OUT GEAR 20 Flange 150B Plain Stem BFV Buna Seat, CI Body, CI Disc, 304SS Shaft, Nylatron Bearings, Paint: 8 MILS NSF Epoxy INT. 4-5 Weeks ARO	5096.9400	5096.94

REMARKS:
REPLACEMENT VALVES FOR INFLUENT OF TREATMENT
BASIN AT WWTP
QUOTE #873999

PROCUREMENT SERVICES:	YMEF 4/12/19	P.O. TOTAL:	12341.84
ACCOUNT NO. 403-5000-533.65-02	PROJECT WTR020		

PURCHASING

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

Date: 3-Apr-19

Requesting Department: Util PWT WWTP **Contact Person:** Leon Liberus

Explanation for Purchase:
Replacement valves for influent of treatment basins at WWTP.

Recommended Vendor Core & Main

Dollar Amount of Purchase $12,341.84

Source for Purchase (check and attach backup materials):

Three Written Quotations	X	GSA	
State Contract		PRIDE/RESPECT	
SNAPS		Sole Source	
Piggy-Back		Budgeted Item	
Emergency Purchase		Other	

Contract Number: _____

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

Fund Source for Purchase:
403-5000-533-65-02 WTR020

Approvals:

Department Head		Date 4-4-19
Purchasing Agent		Date 4/8/19
Asst City Manager		Date
City Manager		Date 4/11/19

Form Revised 02/01/02

PURCHASE REQUISITION NBR: 0000073589

REQUISITION BY: UTIL WWTP/MR

STATUS: DEPT APPROVAL
REASON: REPLACEMENT VALVES FOR INFLUENT OF TREATMENT BASIN

SHIP TO LOCATION: WEST WATER PLANT ADMIN

SUGGESTED VENDOR: 16848 CORE & MAIN LP

DATE: 4/04/19

DELIVER BY DATE: 4/19/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	VALVE W/CHAINWHEEL 20 Flange 150B Butterfly VLV Buna Seat, CI Body, CI Disc, 304SS Shaft, Nylatron Bearings, MDT-4S, Position Indicator, Chainwheel, Open Left, 40FT Chain, Paint: 8 MILS NSF Epoxy Interior/Exterior/OP. 7-8 Weeks ARO COMMODITY: CONCRETE & METAL CULVERTS SUBCOMMOD: BASINS,CATCH,INCL. PARTS	1.00	DL	7244.9000	7244.90	
2	VALVE W/OUT GEAR 20 Flange 150B Plain Stem BFV Buna Seat, CI Body, CI Disc, 304SS Shaft, Nylatron Bearings, Paint: 8 MILS NSF Epoxy INT. 4-5 Weeks ARO COMMODITY: CONCRETE & METAL CULVERTS SUBCOMMOD: BASINS,CATCH,INCL. PARTS	1.00	DL	5096.9400	5096.94	

REQUISITION TOTAL: 12341.84

REQUISITION QUOTES

	VENDOR NAME
13987.0000	FERGUSON WATERWORKS
14229.4100	FORLINE

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	40350005336502	UTIL CONST IN PROGRESS R&R - WATER	WTR020 Water Plant Rprs-Mechanic	100.00	7244.90
2	40350005336502	UTIL CONST IN PROGRESS R&R - WATER	WTR020 Water Plant Rprs-Mechanic	100.00	5096.94
					12341.84

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

AT WWTP.
WTR020

4.5.19

APPROVALS

City Manager _____ Date 4/1/19

Finance Dept MSF Date 4/8/19

Risk Manager _____ Date

City Attorney _____ Date

REQUEST FOR REQUISITION

H.T.E. ENTRY DATE:	**04/3/2019**
H.T.E. REQUISITION #	73589
Clerk:	**MR**
Procurement Ass't:	
Director:	
City Manager (non budgeted capital and/or $5000+):	

REASON FOR PURCHASE:

Replacement valves for influent of treatment basins at WWTP.

VENDOR INFORMATION:	**DIVISION:**	**OTHER INFORMATION:**		**DELIVERY:**	
Name: Core and Main	Admin. ( )	Date: 04/3/2019	ASAP (x)		
Address: 1101 W 17th St.	Engineering ( )	Date Needed: 04/19/2019	Confirm. ( )		
Riviera Beach, FL 33404	Cust. Rel. ( )		ASAP/Conf. ( )		
	Distribution ( )	**BACKUP DOCS. SUBMITTED:**		E. Admin. 40	( )
Phone (contact): Javier Rezakhani	Water Qual. ( )	Quotes/Verbal (over $500)	( )	E. WTP 41	( )
Phone: 561-848-4396	Pumping ( )	Quotes/Written (over $2000)	(x)	W. WTP 42	(x)
Fax: 561-845-7267	PWTreat. (x)	Bid Docs.	( )	P/U 99	( )
Vendor Number: 16848	Meter Serv. ( )	Sole Source Ltr.	( )	Special Instructions:	
INITIATOR: Leon Liberus, Chief Operator	Sewage ( )	Insurance Requirements:	( )		
APPROVED:	Strmwtr. ( )			Project Number:	

Quan.	Unit Price	Description & Part Number	Fund	Dept	Basic	Elem	Obj	Amount
1	$7,244.90	Valve W/Chainwheel	403	500	533	65	02	$7,244.90
		20" Flange 150B Butterfly VLV Buna Seat, CI Body, CI Disc, 304SS Shaft, Nylatron Bearings, MDT-4S, Position Indicator, Chainwheel, Open Left, 40FT Chain, Paint: 8 MILS NSF Epoxy Interior/Exterior/OP. 7-8 Weeks ARO						
1	$5,096.94	Valve W/OUT Gear	403	500	533	65	02	$5,096.94
		20" Flange 150B Plain Stem BFV Buna Seat, CI Body, CI Disc, 304SS Shaft, Nylatron Bearings, Paint: 8 MILS NSF Epoxy INT. 4-5 Weeks ARO						
		Project# WTR020						
		Total	**403**	**500**	**533**	**65**	**02**	**$12,341.84**

The City of Boynton Beach

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

OFFICE OF THE DIRECTOR OF UTILITIES

QUOTATIONS

ITEMS REQUESTED:

Replacement valves for influent of treatment basins.

Project# WTR020

VENDOR #1:	Core and Main
DATE:	3/4/19
CONTACT PERSON:	Javier Rezakhani
PHONE NUMBER:	561-848-4396
QUOTE:	$12,341.84
VENDOR#2:	Ferguson Waterworks
DATE:	3/13/19
CONTACT PERSON:	
PHONE NUMBER:	561-844-3222
QUOTE:	$13,987.00
VENDOR #3:	Fortline
DATE:	3/18/19
CONTACT PERSON:	
PHONE NUMBER:	
QUOTE:	$14,229.41

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

CORE&MAIN

Bid Proposal for Boynton Bch WTP 20" BFV PRATT

CUSTOMER

BOYNTON BEACH, CITY OF
WAREHOUSE DIVISION
222 NE 9TH AVENUE
BOYNTON BEACH, FL 33425

Job
Boynton Bch WTP 20" BFV PRATT
Bid Date: 03/04/2019
Bid #: 873999

CONTACT

Sales Representative
Javier Rezakhani
(M) 561-472-4693
(T) 561-848-4396
(F) 561-845-7267
javier.rezakhani@coreandmain.com

Core & Main
1101 W 17th St
Riviera Beach, FL 33404
(T) 561-848-4396

NOTES

https://pe.coreandmain.com/app/payeng.107/print/validate/873999/printBidDetails/?displayUnitAverages=false&showBidBodyComments=true&...

CORE & MAIN

Bid Proposal for Boynton Bch WTP 20" BFV PRATT

BOYNTON BEACH, CITY OF
Bid Date: 03/04/2019
Core & Main 873999

Core & Main
1101 W 17th St
Riviera Beach, FL 33404
Phone: 561-848-4396
Fax: 561-845-7267

Seq#	Qty	Description	Units	Price	Ext Price
20		**VALVE W/CHAINWHEEL**			
30	1	20" FLANGE 150B BUTTERFLY VLV BUNA SEAT, CI BODY, CI DISC 304SS SHAFT, NYLATRON BEARINGS MDT-4S, POSITION INDICATOR, CHAINWHEEL, OPEN LEFT, 40FT CHAIN, PAINT: 8 MILS NSF EPOXY INTERIOR/EXTERIOR/OP 7-9 WEEKS ARO	EA	7,244.90	7,244.90
120		**VALVE W/OUT GEAR**			
130	1	20" FLANGE 150B PLAIN STEM BFV BUNA SEAT, CI BODY, CI DISC, 304SS SHAFT, NYLATRON BEARINGS PAINT: 8 MILS NSF EPOXY INT 4-5 WEEKS ARO	EA	5,096.94	5,096.94
				Sub Total	12,341.84
				Tax	0.00
				Total	**12,341.84**

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/TandC/

The City of Boynton Beach

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

OFFICE OF THE DIRECTOR OF UTILITIES

QUOTATIONS

ITEMS REQUESTED:

Replacement valves for influent of treatment basins.

Project# WTR020

VENDOR #1:	Core and Main
DATE:	3/4/19
CONTACT PERSON:	Javier Rezakhani
PHONE NUMBER:	561-848-4396
QUOTE:	$12,341.84
VENDOR#2:	Ferguson Waterworks
DATE:	3/13/19
CONTACT PERSON:	
PHONE NUMBER:	561-844-3222
QUOTE:	$13,987.00
VENDOR #3:	Fortline
DATE:	3/18/19
CONTACT PERSON:	
PHONE NUMBER:	
QUOTE:	$14,229.41

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

FERGUSON WATERWORKS

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

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

Deliver To:
From: Drew Petonick
Comments:

20:57:59 MAR 13 2019

FEI-POMPANO BEACH, FL WW #125
Price Quotation
Phone: 561-844-3222
Fax: 561-848-7001

Bid No: B398211
Bid Date: 03/13/19
Quoted By: DVP

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

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

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

Cust PO#:

Job Name:

Item	Description	Quantity	Net Price	UM	Total
HGHF20	20 FLG BFV W/EPOX PLAIN STEM	1	5785.000	EA	5785.00
HGHF20	20 FLG BFV W/EPOX 40' OF CHAIN CHAINWHEEL	1	8202.000	EA	8202.00

Net Total:	$13987.00
Tax:	$0.00
Freight:	$0.00
Total:	$13987.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

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

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

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

FORTILINE WATERWORKS
a MORSCO brand

QUOTE

**Pricing for some of the products included in this quote may be impacted by Section 301 List 3: the proposed China tariff. In the event that the tariff is implemented, we will be forced to pass it on to the market. The actual price of these items may increase up to the rate of the tariff that is imposed. **

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
211593	FORTILINE RIVIERA BEACH	5835874	3/18/19	1

CUSTOMER

CITY OF BOYNTON BEACH
PO BOX 310
ACCOUNTS PAYABLE
BOYNTON BEACH, FL 33425

PROJECT INFORMATION

20" BFV

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10	1	EA	20" BFV 150B PLAIN STEM CI DISC, 304SS SHAFT, NYLATRON BEARINGS, PAINT: 8 MILS NSF EPOXY INTERIOR/EXTERIOR. **LEAD TIME: 4-5 WEEKS**	5,876.4700	5,876.47
80	1	EA	20" FLANGE 150B BUTTERFLY VALVE, BUNA SEAT, CI BODY, CI DISC,304SS SHAFT, NYLATRON BEARINGS, MDT-4S, POSITION INDICATOR, CHAINWHEEL, OPEN LEFT, 40 FEET OF PAINT, 8 MILS NFS EPOXY INTERIOR/EXT OPER LEAD TIME 7-9 WEEKS	8,352.9400	8,352.94
				Subtotal:	14,229.41
				Tax:	.00
				Bid Total:	14,229.41

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

BIDCNEW

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190974
DATE: 04/10/19

VENDOR 14283

TO: ANZCO, INC.
9671 CAROUSEL CIRCLE SOUT
BOCA RATON, FL 33434

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

REQUISITION NO. 73594	ORDERING DEPARTMENT: JL/GM		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	35000.00	DL	DRAWING 5 13. REMOVE EXISTING ROOFING MATERIAL, REPAIR ROTTED ROOF DECKING AS NECESSARY, RE-NAIL DECKING. FURNISH AND INSTALL 3 PLY MODIFIED ROOF SYSTEM, SEAL ALL ROOF PENETRATIONS. RFQ #018-2511-18/IT TASK ORDER F-15-2019 RESOLUTION R18-104	1.0000	35000.00
2	3000.00	DL	DRAWING 5 14. REPAIR TRUSSES AS REQUIRED.	1.0000	3000.00
3	2500.00	DL	ADDENDUM #1 14a. REPAIR ALL DECORATIVE FASCADE AS NEEDED TO ALLOW FOR THE INSTALLATION OF NEW METAL PANELS AS NECESSARY.	1.0000	2500.00
4	5200.00	DL	DRAWING 5 15a. REMOVE AND REPLACE EXISTING SOFFIT FURNISH AND INSTALL 1/2" PLYWOOD, NEW 6" DIA SOFFIT VENTS EVERY 6' O.C. PRIME AND PAINT PLYWOOD SOFFIT.	1.0000	5200.00
5	3000.00	DL	DRAWING 5 15. REPLACE MISSING METAL PANELS AS NECESSARY.	1.0000	3000.00
6	1000.00	DL	DRAWING 5 18. REMOVE EXISTING ROOF TOP UNIT, FRAME IN ROOF OPENING TO ACCOMMODATE NEW ROOF SYSTEM.	1.0000	1000.00

PROCUREMENT SERVICES:	MRF 4/10/19	P.O. TOTAL:

ACCOUNT NO.
303-4225-580.62-01

PROJECT
RP1901

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190974
DATE: 04/10/19

VENDOR 14283

TO: ANZCO, INC.
9671 CAROUSEL CIRCLE SOUT
BOCA RATON, FL 33434

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

REQUISITION NO. 73594	ORDERING DEPARTMENT: JL/GM		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
7	6960.00	DL	DRAWING 8 26. FURNISH AND INSTALL NEW 2'X2' DROP CEILING.	1.0000	6960.00
8	12000.00	DL	DRAWING 9 28. FURNISH AND INSTALL 100'X100'X10' 9GA CHAIN LINK FENCE WITH 2 DOUBLE GATES AND TWO SINGLE GATES.	1.0000	12000.00
9	47500.00	DL	DRAWING 9 29. FURNISH INSTALL 25'X95'X15' VINYL AWNING AND FRAME.	1.0000	47500.00
10	1143.10	DL	PERMIT FEES ESTIMATED AT 2.3% OF TOTAL BID PRICE $116,160.00	1.0000	1143.10

REMARKS:
MODIFY EXISTING ROLLING GREEN SITE
RFQ #018-2511-18/IT
TASK ORDER F-15-2019

PROCUREMENT SERVICES:	YMEF 4/10/19	P.O. TOTAL:	117303.10

ACCOUNT NO.
303-4225-580.62-01

PROJECT
RP1901

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

Date: 4/4/19

Requesting Department: P.W / FACILITIES **Contact Person:** GAIL MOOTZ

Explanation for Purchase:

MODIFY EXISTING ROLLING GREEN SITE
COMMISION APPROVED 3/19/19 - Budgetary

TASK Order F-15-2019
$117,303.10 + 10% Contingency ($11,730.31)

Recommended Vendor ANZCO, INC.

Dollar Amount of Purchase $ 129,033.41

Source for Purchase (check and attach backup materials):

Three Written Quotations	☐	GSA	☐
State Contract	☐	PRIDE/RESPECT	☐
SNAPS	☐	Sole Source	☐
Piggy-Back	☐	Budgeted Item	☐ R18-104
Emergency Purchase RFQ	☐	Other	☐

Contract Number: ~~COBB~~ - 018-2511-18/IT (F-15-2019)-TASK ORDER

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

Fund Source for Purchase:

CIP - 303-4225-580-62-01
RP1901

Approvals:

Department Head	[signature]	Date 4/4/19
Purchasing Agent	VMEF	Date 4/9/19
Asst City Manager		Date
City Manager	[signature]	Date 4/10/19

Form Revised 02/01/02

PURCHASE REQUISITION NBR: 0000073594

REQUISITION BY: JL/GM

STATUS: DEPT APPROVAL
REASON: MODIFY EXISTING ROLLING GREEN SITE

DATE: 4/05/19

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 14283 ANZCO, INC.

DELIVER BY DATE: 4/08/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
						117303.10

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

RFQ #018-2511-18/IT
TASK ORDER F-15-2019
RESOLUTION R18-104 (CM APPROVES PROJECTS LESS THAN $185,000.)
10% CONTINGENCY = $11,730.31

APPROVALS

City Manager _____ Date 4/6/19
Finance Dept _____ Date 4/9/19
Risk Manager Risk App COI Date 4/8/19
~~City Attorney~~ _____ Date _____

PURCHASE REQUISITION NBR: 0000073594

REQUISITION BY: JL/GM

STATUS: DEPT APPROVAL
REASON: MODIFY EXISTING ROLLING GREEN SITE

DATE: 4/05/19

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 14283 ANZCO, INC.

DELIVER BY DATE: 4/08/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
8	DRAWING 9 LINK FENCE WITH 2 DOUBLE GATES AND TWO SINGLE GATES. COMMODITY: CONSULTING SERVICES SUBCOMMOD: CONSTRUCTION		DL			
9	DRAWING 9 29. FURNISH INSTALL 25'X95'X15' VINYL AWNING AND FRAME. COMMODITY: CONSULTING SERVICES SUBCOMMOD: CONSTRUCTION	47500.00	DL	1.0000	47500.00	
10	PERMIT FEES ESTIMATED AT 2.3% OF TOTAL BID PRICE $116,160.00 COMMODITY: CONSULTING SERVICES SUBCOMMOD: CONSTRUCTION	1143.10	DL	1.0000	1143.10	

REQUISITION TOTAL: 117303.10

---------- REQUISITION QUOTES ----------

SELECTED VENDOR: 117303.1000 14283 ANZCO, INC.
131100.0000 CREATIVE

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	30342255806201	BUILDINGS BUILDING IMPROVEMENTS	RP1901 Rolling Green Site Improv	100.00	35000.00
2	30342255806201	BUILDINGS BUILDING IMPROVEMENTS	RP1901 Rolling Green Site Improv	100.00	3000.00
3	30342255806201	BUILDINGS BUILDING IMPROVEMENTS	RP1901 Rolling Green Site Improv	100.00	2500.00
4	30342255806201	BUILDINGS BUILDING IMPROVEMENTS	RP1901 Rolling Green Site Improv	100.00	5200.00
5	30342255806201	BUILDINGS BUILDING IMPROVEMENTS	RP1901 Rolling Green Site Improv	100.00	3000.00
6	30342255806201	BUILDINGS BUILDING IMPROVEMENTS	RP1901 Rolling Green Site Improv	100.00	1000.00
7	30342255806201	BUILDINGS BUILDING IMPROVEMENTS	RP1901 Rolling Green Site Improv	100.00	6960.00
8	30342255806201	BUILDINGS BUILDING IMPROVEMENTS	RP1901 Rolling Green Site Improv	100.00	12000.00
9	30342255806201	BUILDINGS BUILDING IMPROVEMENTS	RP1901 Rolling Green Site Improv	100.00	47500.00
10	30342255806201	BUILDINGS BUILDING IMPROVEMENTS	RP1901 Rolling Green Site Improv	100.00	1143.10

PURCHASE REQUISITION NBR: 0000073594

REQUISITION BY: JL/GM

STATUS: DEPT APPROVAL
REASON: MODIFY EXISTING ROLLING GREEN SITE

DATE: 4/05/19

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 14283 ANZCO, INC.

DELIVER BY DATE: 4/08/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	DRAWING 5 13. REMOVE EXISTING ROOFING MATERIAL, REPAIR ROTTED ROOF DECKING AS NECESSARY, RE-NAIL DECKING. FURNISH AND INSTALL 3 PLY MODIFIED ROOF SYSTEM, SEAL ALL ROOF PENETRATIONS. RFQ #018-2511-18/IT TASK ORDER F-15-2019 RESOLUTION R18-104 COMMODITY: CONSULTING SERVICES SUBCOMMOD: CONSTRUCTION	35000.00	DL	1.0000	35000.00	
2	DRAWING 5 14. REPAIR TRUSSES AS REQUIRED. COMMODITY: CONSULTING SERVICES SUBCOMMOD: CONSTRUCTION	3000.00	DL	1.0000	3000.00	
3	ADDENDUM #1 14a. REPAIR ALL DECORATIVE FASCADE AS NEEDED TO ALLOW FOR THE INSTALLATION OF NEW METAL PANELS AS NECESSARY. COMMODITY: CONSULTING SERVICES SUBCOMMOD: CONSTRUCTION	2500.00	DL	1.0000	2500.00	
4	DRAWING 5 15a. REMOVE AND REPLACE EXISTING SOFFIT FURNISH AND INSTALL 1/2" PLYWOOD, NEW 6" DIA SOFFIT VENTS EVERY 6' O.C. PRIME AND PAINT PLYWOOD SOFFIT. COMMODITY: CONSULTING SERVICES SUBCOMMOD: CONSTRUCTION	5200.00	DL	1.0000	5200.00	
5	DRAWING 5 15. REPLACE MISSING METAL PANELS AS NECESSARY. COMMODITY: CONSULTING SERVICES SUBCOMMOD: CONSTRUCTION	3000.00	DL	1.0000	3000.00	
6	DRAWING 5 18. REMOVE EXISTING ROOF TOP UNIT, FRAME IN ROOF OPENING TO ACCOMMODATE NEW ROOF SYSTEM. COMMODITY: CONSULTING SERVICES SUBCOMMOD: CONSTRUCTION	1000.00	DL	1.0000	1000.00	
7	DRAWING 8 26. FURNISH AND INSTALL NEW 2'X2' DROP CEILING. COMMODITY: CONSULTING SERVICES SUBCOMMOD: CONSTRUCTION	6960.00	DL	1.0000	6960.00	
8	DRAWING 9 28. FURNISH AND INSTALL 100'X100'X10' 9GA CHAIN	12000.00	DL	1.0000	12000.00	

RFQ NO. 018-2511-18/IT PRE-QUALIFICATION OF CONTRACTORS FOR MINOR CONSTRUCTION SERVICES - BID FORM

REVISION #2 2.8.19

ITEM	DESCRIPTION		Proposed Work AMECO	Creative
	SUPPLY ALL LABOR, MATERIALS, TOOLS, EQUIPMENT,HARDWARE, SUPPLIES AND SUPERVISION FOR THE BUILDING ROOF REPAIR AND INTERIOR DEMOLITION AND BUILD-OUT PER THE ATTACHED DRAWINGS. CONTRACTOR SHALL FURNISH AND INSTALL ALL ITEMS; TO INCLUDE BUT NOT LIMITED TO DOORS, WINDOWS, WALL STUDS, INSULATION, DRYWALL, CHAIN LINK FENCE AND GATES, AWNING WITH STRUCTURE, ROOFING MATERIALS, ETC. CONTRACTOR IS RESPONSIBLE FOR ALL PERMIT FEES.		LOWEST RESPONSIVE RESPONSIBLE BIDDER	
ADDENDUM #1	THE CITY WILL SUPPLY DUMPSTER/ROLL OFFS DURING CONSTRUCTION.			
		UNIT	TOTAL	TOTAL
	DRAWING 1			
	1. REMOVE ALL CONTENTS OF BUILDING	LS		
	1a. REMOVE EXISTING WALLS AND BATHROOM PARTITION.	LS		
	2. REMOVE ELECTRICAL TO THE NEAREST JUNCTION BOX AT CEILING HEIGHT	LS		
	3. REMOVE EXISTING CEILING	LS		
	DRAWING 1 (TOTAL)			
	DRAWING 2			
	4. REMOVE EXISTING TILE FLOOR AND SMOOTH CONCRETE TO ALLOW FOR FUTURE FLOORING.	LS		
	DRAWING 2 (TOTAL)			
	DRAWING 3			
	5. REMOVE EXISTING WALL TO THE EXISTING STUDS (DRYWALL, CDX, TILE, ETC.)	LS		
	6. REMOVE ELECTRICAL TO THE NEAREST JUNCTION BOX AT CEILING HEIGHT.	LS		
	7. REMOVE EXISTING STORE FRONT DOOR SYSTEM REPAIR WALL AS NECESSARY TO ACCOMMODATE NEW DOOR. FURNISH AND INSTALL 42" HOLLOW METAL DOOR WITH 23" X 31" GLASS PANEL	LS		
	DRAWING 3 (TOTAL)			
	DRAWING 4			
	8. SAW-CUT AND REMOVE PORTION OF EXISTING BLOCK WALL, FRAME AS NECESSARY TO ACCOMMODATE NEW WINDOW. FURNISH AND INSTALL NEW WINDOW (53.125 x 50.625 AWP 2500 SERIES IMPACT SINGLE HUNG WHITE ALUMINUM WINDOW). MAINTAIN HEADER OF EXISTING WINDOWS.	LS		
	9. REMOVE EXISTING WINDOW, SAW-CUT AND REMOVE PORTION OF EXISTING BLOCK WALL, FRAME AS NECESSARY TO ACCOMMODATE NEW WINDOW. FURNISH AND INSTALL NEW WINDOW (53.125 x 50.625 AWP 2500 SERIES IMPACT SINGLE HUNG WHITE ALUMINUM WINDOW). MAINTAIN HEADER OF EXISTING WINDOWS.	LS		
	10. FRAME EXISTING OPENING TO ACCOMODATE NEW WINDOW. FURNISH AND INSTALL NEW WINDOW (53.125 x 50.625 AWP 2500 SERIES IMPACT SINGLE HUNG WHITE ALUMINUM WINDOW). MAINTAIN HEADER OF EXISTING WINDOWS.	LS		
	11. FURNISH AND INSTALL VERTICAL WALL AND DRWALL ABOVE CEILING TO ROOF DECKING IN STORAGE AREA	LS		
	12. REPAIR CEILING IN STORAGE AREA.	LS		
	DRAWING 4 (TOTAL)			
	DRAWING 5			
	13. REMOVE EXISTING ROOFING MATERIAL, REPAIR ROTTED ROOF DECKING AS NECESSARY, RE-NAIL DECKING. FURNISH AND INSTALL WITH 3 PLY MODIFIED ROOF SYSTEM, SEAL ALL ROOF PENETRATIONS.	LS	$ 35,000.00	$ 37,000.00
	14. REPAIR TRUSSES AS REQUIRED.	LS	$ 3,000.00	$ 6,500.00
ADDENDUM #1	14a. REPAIR ALL DECORATIVE FASCADE AS NEEDED TO ALLOW FOR THE INSTALLATION OF NEW METAL PANELS AS NECESSARY.	LS	$ 2,500.00	$ 1,500.00
	15. REPLACE MISSING METAL PANELS AS NECESSARY	LS	$ 3,000.00	$ 6,300.00
ADDENDUM #1	15a. REMOVE AND REPLACE EXISTING SOFFIT FURNISH AND INSTALL 1/2" PLYWOOD, NEW 6" DIA SOFFIT VENTS EVERY 6' O.C. PRIME AND PAINT PLYWOOD SOFFIT.	LS	$ 5,200.00	$ 4,500.00
	16. FURNISH PRIMER AND PAINT. PAINT ALL METAL PANELS, (SHERWIN WILLIAMS, MATCH EXISTING).	LS		
	17. REMOVE EXISTING ROOF TOP UNIT, FRAME A 7' x 12' X 12" CURB OVER EXISTING OPENING, COVER WITH PLYWOOD TO ACCOMMODATE NEW ROOF SYSTEM AND THE INSTALLATION OF A 5 TON ALL-IN-ONE PACKAGE A/C UNIT.	LS		
	18. REMOVE EXISTING ROOF TOP UNIT, FRAME IN ROOF OPENING TO ACCOMMODATE NEW ROOF SYSTEM.	LS	$ 1,000.00	$ 1,200.00
	DRAWING 5 (TOTAL)			
	DRAWING 6			
	19. FURNISH AND INSTALL INDOOR/OUTDOOR CARPET, MEDIUM GRADE.	LS		
	DRAWING 6 (TOTAL)			
	DRAWING 7			
	20. COVER ALL FLOORING (CARPET/TILE) PRIOR TO INTERIOR CONSTRUCTION.	LS		
	21. FURNISH AND INSTALL NEW 25GA METAL STUD WALLS FROM FLOOR TO BOTTOM OF TRUSS, INSULATE WITH R-13 INSULATION	LS		
	22. FURNISH AND INSTALL 1/2" DRYWALL, FINISH WITH KNOCKDOWN	LS		
	24. FURNISH AND INSTALL NEW 25GA METAL STUD WALL, 5' ABOVE FINISHED FLOOR, INSULATE WITH R-13 INSULATION.	LS		
	25. FURNISH AND ALL INTERIOR DOOR, OPENINGS SHALL ACCOMMODATE A 36" DOOR.	LS		
	25a. FURNISH AND INSTALL INSULATION FOR CEILING TRUSSES WITH R-19 INSULATION.	LS		
	DRAWING 7 (TOTAL)			
	DRAWING 8			
	26. FURNISH AND INSTALL NEW 2'x2' DROP CEILING	LS	$ 6,960.00	$ 4,600.00
	DRAWING 8 (TOTAL)			
	DRAWING 9			
	27. REMOVE EXISTING CURB, FURNISH AND INSTALL 6" ROCK AND ASPHALT	LS		
	28. FURNISH AND INSTALL 100'X100'X10' 9GA CHAIN LINK FENCE WITH 2 DOUBLE GATES AND TWO SINGLE GATES.	LS	$ 12,000.00	$ 14,500.00
	29. FURNISH INSTALL 25'X95'X15' VINYL AWNING AND FRAME	LS	$ 47,500.00	$ 55,000.00
	30. FURNISH INSTALL NEW 5' WIDE 4" THICK SIDEWALK	LS		
	DRAWING 9 (TOTAL)			
	GRAND TOTAL BID PRICE		$ 116,160.00	$ 131,100.00
	PERMIT FEES (estimated at 2.3% of total bid price)			
	Total with Permit Fees		$ 117,303.10	$ 132,411.00
	Target Price		$ 117,303.10	$ 132,411.00
	10% Contingency		$ 11,730.31	$ 13,241.10
	Final Price		$ 129,033.41	$ 145,652.10

REQUEST FOR OFFICE ASSISTANCE

FROM: Gail Mootz **Date:** 4/4/19

- **PRIORITY / DATE NEEDED BY:**

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

Account Number: ___-___-___.__-__ **Project No.:** _____

☒ **Request for Requisition - Vendor:** ANZCO

Account Number: 303 - 4225 - 580 - 62-01 **Project No.:** RP1901

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

☐ Verbal Quotes ($500 to $1,999):

Vendor: _____ Cost: _____ Date: _____

Person Spoke With: _____ Phone Number: _____

Vendor: _____ Cost: _____ Date: _____

Person Spoke With: _____ Phone Number: _____

Vendor: _____ Cost: _____ Date: _____

Person Spoke With: _____ Phone Number: _____

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

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

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

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

☐ File As: _____

☐ OTHER: _____

Special Instructions:

- MODIFY EXISTING ROLLING GREEN SITE.
COMMISSION APPROVED - 3/19/19

Request completed by: _____ **Date completed:** 4/4/19

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

RESOLUTION NO. R18-104

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE CITY MANAGER TO SIGN AGREEMENTS WITH THE FOUR (4) TOP RANKED PROPOSERS TO ESTABLISH A LIST OF PRE-QUALIFIED OF VENDORS FOR MINOR CONSTRUCTIONS SERVICES AND AUTHORIZE THE CITY MANAGER TO AWARD INDIVIDUAL PROJECTS NOT EXCEEDING $75,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 18, 2018 City staff opened and tabulated eight (8) submittals in response to RFQ No. 018-2511-18/IT "Pre-Qualification of Contractors for Minor Construction Services"; and

WHEREAS, the RFQ was issued with the intent of establishing a pre-qualified list of vendors to perform minor construction service projects which may include building repairs, upgrades and improvements as may be necessary within the City; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens and residents to approve the ranking and authorize the City Manager to sign Agreements with the four (4) top ranked proposers for RFQ No. 018-2511-18/IT for "Pre-Qualification of Contractors for Minor Constructions Services."

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby approves the ranking and authorizes the City Manager to sign Agreements with the

four (4) top ranked proposers for RFQ No. 018-2511-18/IT for "Pre-Qualification of Contractors for Minor Constructions Services," copies of each Agreement is attached hereto and incorporated herein.

Section 3. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this 7th day of AUGUST, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	✓	
Vice Mayor – Christina L. Romelus	✓	
Commissioner – Mack McCray	✓	
Commissioner – Justin Katz	✓	
Commissioner – Joe Casello	✓	
VOTE	5-0	

ATTEST:

Judith A. Pyle

Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

R18-104

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND MINOR CONSUTRUCTION SERVICES CONTRACTOR

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

1. PROJECT DESIGNATION. The Contractor is retained by the City to perform minor construction services in connection with the **RFQ FOR PRE-QUALIFICATION OF CONTRACTORS FOR MINOR CONSTRUCTION SERVICES; RFQ No.: 018-2821-18/IT.**

2. SCOPE OF SERVICES/PROCESS. This Agreement applies to the performance of minor construction projects, which are those costing less than $185,000. These minor construction projects shall be initiated by the City upon issuance of a solicitation, or task order and shall be advertised to all pre-qualified Contractors. No project under this contract shall require bid, payment, or performance bonds unless specifically noticed in the solicitation, or task order. Projects will commence only upon issuance of a valid Purchase Order by the Finance Department and written Notice to Proceed from the Public Works Department. Emergency work may be assigned at the City's discretion per the scope of the RFQ, and shall be based upon the CONTRACTOR'S expertise, or competitive proposal submittal. The CONTRACTOR shall be required to respond to each advertisement when requested, whether by offer or response of "no bid." If the CONTRACTOR fails to respond to more than three (3) consecutive requests, the firm shall be removed from the program, and all subsequent bidding opportunities under this contract.

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

4. TERM: This Agreement shall commence upon Commission approval and shall be valid for an initial term of one (1) year. The City of Boynton Beach may renew the contract with the same terms and conditions for three (3) additional, one-year renewal terms subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. **At the City's request, the Firm shall continue services beyond the final expiration date as approved by the City Manager or City Commission. Such extension(s) shall not exceed a six-month period.**

5. PAYMENT: The City will pay the CONTRACTOR for performance of the work performed under each solicitation, or task order that is completed in accordance with the solicitations, or task orders at the lump sum or unit prices presented by the CONTRACTOR and accepted by the City.

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

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

c. Final payment of any balance due the CONTRACTOR of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.

d. Payment as provided in this section by the City shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

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

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

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

8. INDEMNIFICATION. CONTRACTOR shall indemnify, defend and hold harmless the City, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONTRACTOR's own employees, or damage to property occasioned by a negligent act, omission or failure of the CONTRACTOR.

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

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

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

omissions

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

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

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

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

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

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

15. TERMINATION.

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

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

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

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

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

Notices to CONTRACTOR shall be sent to the following address:

ANZCO, INC.
9671 CALOOSA CIRCLE SOUTH
BOCA RATON, FL. 33434

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

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

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

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

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

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

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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

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

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.

DATED this 20th day of August, 2018.

CITY OF BOYNTON BEACH

Lori LaVerriere, City Manager

ANZCO INC
CONTRACTOR

Attest/Authenticated:

JOHN B. ZAK PRESIDENT
Title

Judy Pyle, City Clerk

(Corporate Seal)

Approved as to Form:

James A. Cherof, City Attorney

Attest/Authenticated:

Secretary

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/19/2019

REQUESTED ACTION BY COMMISSION: Approve revisions to and addition of a project(s) to the Fiscal Year 18-19 approved surtax projects.

EXPLANATION OF REQUEST:
The City Commission approved a list of projects for FY 18/19 to be paid with Government Surtax funds in September 2018. In accordance with the City's Resolution R16-071, which is an Interlocal agreement with PBC and Palm Beach County Schools pertaining to shared distribution and use of the surtax funds the project list that the Commission adopted can be revised by the governing board.

The City of Boynton Beach Capital Improvement Plan is largely funded by taxpayer approved sales tax funds (Surtax). Each community must account for the use of these funds to ensure their use is consistent with law and the intent of the voters. Each quarter the city will be providing a global update on the status of projects funded with Surtax revenues.

However, on a much smaller scale it is recognized that some projects were missed during the initial inspection of the City facilities.

Therefore, it is necessary to add projects as they occur during the fiscal year. These additions are to ensure consistency of review by the City Commission and the City's Citizen Surtax Oversight Committee.

To that end, staff will be providing additional project requests throughout the course of the year. In fact, these adjustments may occur on each future Commission meeting.

Attached please find additional projects with preliminary budget dollars. All additional projects will be funded by making budget adjustments with existing Surtax dollar projects.

Some approved projects were done with in-house staff so the budgeted amounts are not needed, a project for replacement flooring was delayed due to determination that the floor did not need replacing this fiscal year, a project to replace a door at the warehouse was accomplished by repairing the door in lieu of replacing it, and a project for Public Works Compound-Planning & Design was only able to expend funds for conceptual design in this fiscal year. These outcomes have made $130,000 available in project funds in FY18/19. There is a need for a new project for Rolling Green Site improvements for $130,000. This project will modify the existing structure and area at Rolling Green to relocate Forestry and Grounds to the site.

Based the overall savings and the estimated budget for the new project there is no need for a budget amendment rather adjustments to currently approved projects and the addition of one project in the FY 18/19 budget.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Facility maintenance work is critical to keep, restore or improve every part of a Facility/Building to a currently acceptable standard.

FISCAL IMPACT: Budgeted The project budget adjustments merely recognize actual costs on a project

level. The entire Surtax Capital Budget will always be neutral unless changed through a formal budget amendment process.

ALTERNATIVES: None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Amendment	CIP Amendment-Rolling Green

Fiscal Year 2018-19 Surtax Dollars Project
(Request for Project Budget Adjustment)

Existing Project #	Project Location	Approved Project Budget Amount	Funds Available for Use Elsewhere
GG1910	Warehouse door replacement *Door was able to be repaired in lieu of replacement.*	$ 28,000.00	$ 22,600.00
1842	Public Works Compound - Planning & Design *Phase 1 will be conceptual design, remaining design costs rebudgeted FY 19/20.*	$ 100,000.00	$ 50,400.00
RP1877	Senior Center - Flooring *Flooring does not warrant replacement at this time, project delayed to future date.*	$ 38,000.00	$ 38,000.00
RP1818	Hester Center - Paint Pavilion *Project work being completed by in-house staff.*	$ 5,000.00	$ 5,000.00
RP1813	Hester Center Playground Restroom Painting *Project work being completed by in-house staff.*	$ 6,000.00	$ 6,000.00
RP1817	Hester Center - Wood Pavilion painting and roof replacement. *Project work being completed by in-house staff.*	$ 8,000.00	$ 8,000.00
		Total Savings from Approved Projects	$ 130,000.00

New Project #	New Project Location	Estimated Costs for New Project
RP19 (New)	Rolling Green Site *New project to modify the existing Rolling Green structure and relocate Forestry and Grounds. Modify existing Forestry and Grounds to expand Fleet Division.*	$ 130,000.00
	Total Estimated Cost For New Projects	$ 130,000.00

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190982
DATE: 04/12/19

VENDOR 10347

TO: CINTAS CORPORATION #283
2401 VISTA PARKWAY
WEST PALM BEACH, FL 33411

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

REQUISITION NO. 73484	ORDERING DEPARTMENT: FAC/GM/SKB		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	700.00	SFT	FIRE HOUSE #2 CARPETS Piggyback US Communities - Prince William County Public Schools, VA Contract R-BB-19002.	.1400	98.00
2	2120.00	SFT	FIRE HOUSE #2 TILE AND GROUT	1.1000	2332.00
3	370.00	SFT	FIRE HOUSE #2 RUBBER FLOOR GYM	.4700	173.90
4	3000.00	SFT	FIRE HOUSE #2 FIXTURES-SANITIZE & DISINFECT	.2000	600.00
5	50.00	DL	FIRE HOUSE #2 TRUCK SETUP	1.0000	50.00
6	1085.00	SFT	FIRE HOUSE #3 CARPET	.1400	151.90
7	2420.00	SFT	FIRE HOUSE #3 TILE & GROUT	1.1000	2662.00
8	4780.00	SFT	FIRE HOUSE #3 VCT STRIP & WAX	.9000	4302.00
9	245.00	SFT	FIRE HOUSE #3 RUBBER FLLOR-STORAGE	.4700	115.15
10	4000.00	SFT	FIRE HOUSE #3 FIXTURES-SANITIZE & DISINFECT	.2000	800.00
11	50.00	DL	FIRE HOUSE #3 TRUCK SETUP	1.0000	50.00
12	695.00	SFT	FIRE HOUSE #4 CARPET	.1400	97.30
13	2375.00	SFT	FIRE HOUSE #4 TILE & GROUT	1.1000	2612.50
14	340.00	SFT	FIRE HOUSE #4 RUBBER FLOOR-GYM	.4700	159.80
15	3000.00	SFT	FIRE HOUSE #4 FIXTURES-SANITIZE & DISINFECT	.2000	600.00
16	50.00	DL	FIRE HOUSE #4 TRUCK SETUP	1.0000	50.00
17	12000.00	SFT	FIRE HOUSE #5 CARPET	.1400	1680.00

PROCUREMENT SERVICES:	MEF 4/12/19	P.O. TOTAL:

ACCOUNT NO.
001-2511-519.49-17

PROJECT

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190982
DATE: 04/12/19

VENDOR 10347

TO: CINTAS CORPORATION #283
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WEST PALM BEACH, FL 33411

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

REQUISITION NO. 73484	ORDERING DEPARTMENT: FAC/GM/SKB		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
18	4220.00 SFT	FIRE HOUSE #5 TILE & GROUT	1.1000	4642.00
19	5000.00 SFT	FIRE HOUSE #5 VCT STRIP & WAX	.9000	4500.00
20	270.00 SFT	FIRE HOUSE #5 RUBBER FLOOR-GYM	.4700	126.90
21	5000.00 SFT	FIRE HOUSE #5 FIXTURES-SANITIZE & DISINFECT	.2000	1000.00
22	50.00 DL	FIRE HOUSE #5 TRUCK SETUP	1.0000	50.00
23	5.60-DL	FIRE HOUSE #2 CARPETS DISCOUNT	1.0000	5.60-
24	954.00-DL	FIRE HOUSE #2 TILE & GROUT DISCOUNT	1.0000	954.00-
25	17.39-DL	FIRE HOUSE #2 RUBBER FLOOR GYM	1.0000	17.39-
26	5.60-DL	FIRE HOUSE #3 CARPET DISCOUNT	1.0000	5.60-
27	954.00-DL	FIRE HOUSE #3 TILE & GROUT DISCOUNT	1.0000	954.00-
28	430.20-DL	FIRE HOUSE #3 VCT STRIP & WAX DISCOUNT	1.0000	430.20-
29	17.39-DL	FIRE HOUSE #3 RUBBER FLOOR DISCOUNT	1.0000	17.39-
30	5.60-DL	FIRE HOUSE 4 CARPET DISCOUNT	1.0000	5.60-
31	954.00-DL	FIRE HOUSE #4 TILE & GROUT DISCOUNT	1.0000	954.00-
32	17.39-DL	FIRE HOUSE #4 RUBBER FLOOR-GYM DISCOUNT	1.0000	17.39-
33	5.60-DL	FIRE HOUSE #5 CARPET DISCOUNT	1.0000	5.60-
34	954.00-DL	FIRE HOUSE #5 TILE & GROUT DISCOUNT	1.0000	954.00-

PROCUREMENT SERVICES:	MEF 4/12/19	P.O. TOTAL:

ACCOUNT NO.
001-2511-519.49-17

PROJECT

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190982
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REQUISITION NO. 73484	ORDERING DEPARTMENT: FAC/GM/SKB		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
35	430.20-DL	FIRE HOUSE #5 VCT STRIP & WAX DISCOUNT	1.0000	430.20-
36	17.39-DL	FIRE HOUSE #5 RUBBER FLOOR-GYM DISCOUNT	1.0000	17.39-

REMARKS:
DEEP CLEAN & SANITIZE FIRE STATIONS 2,3,4 & 5.
PIGGYBACK US COMMUNITIES CONTRACT #R-BB-19002

PROCUREMENT SERVICES:	MQF 4/12/19	P.O. TOTAL:	22085.09

ACCOUNT NO.
001-2511-519.49-17

PROJECT

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

Date: 3/22/19

Requesting Department: Public Works/FAC **Contact Person:** 3/22/19

Explanation for Purchase:

DEEP CLEAN FIRESTATION 2, 3, 4, 5

Recommended Vendor CINTAS

Dollar Amount of Purchase $22085.09

Source for Purchase (check and attach backup materials):

Three Written Quotations	☐	GSA	☐
State Contract	☐	PRIDE/RESPECT	☐
SNAPS	☐	Sole Source	☐
Piggy-Back	☐	Budgeted Item	☐
Emergency Purchase	☐	Other	☐

Contract Number: Contract # R-88-19002 US COMMUNITIES

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

Fund Source for Purchase:

001-2511-579-49.17

Approvals:

Department Head	[signature]	Date	3/22/19
Purchasing Agent	MEF	Date	4/11/19
Asst City Manager		Date	
City Manager	[signature]	Date	4/11/19

Form Revised 02/01/02

PURCHASE REQUISITION NBR: 0000073484

STATUS: DEPT APPROVAL
REASON: DEEP CLEAN & SANITIZE FIRE STATIONS 2,3,4 AND 5

REQUISITION BY: FAC/GM/SKB

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 10347 CINTAS CORPORATION #283

DATE: 3/22/19

DELIVER BY DATE: 3/25/19

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

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
24	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	954.00-
25	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	17.39-
26	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	5.60-
27	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	954.00-
28	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	430.20-
29	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	17.39-
30	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	5.60-
31	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	954.00-
32	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	17.39-
33	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	5.60-
34	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	954.00-
35	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	430.20-
36	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	17.39-

22085.09

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

All the items on the quote including the discounts have been matched to the items in contract Prince William County Public Schools, VA Contract R-BB-19002, Facilities Management Products and Solutions.

US Communities
Contract # R-BB-19002

Deep Clean Fire Stations

APPROVALS

City Manager _____ Date 4/11/19
Finance Dept _____ Date 4/10/19
Risk Manager COI good thru Date 7/1/19
City Attorney _____ Date _____

PURCHASE REQUISITION NBR: 0000073484

REQUISITION BY: FAC/GM/SKB

STATUS: DEPT APPROVAL
REASON: DEEP CLEAN & SANITIZE FIRE STATIONS 2,3,4 AND 5

DATE: 3/22/19

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 10347 CINTAS CORPORATION #283

DELIVER BY DATE: 3/25/19

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

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	98.00
2	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	2332.00
3	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	173.90
4	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	600.00
5	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	50.00
6	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	151.90
7	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	2662.00
8	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	4302.00
9	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	115.15
10	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	800.00
11	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	50.00
12	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	97.30
13	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	2612.50
14	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	159.80
15	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	600.00
16	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	50.00
17	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	1680.00
18	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	4642.00
19	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	4500.00
20	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	126.90
21	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	1000.00
22	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	50.00
23	00125115194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	5.60-

PURCHASE REQUISITION NBR: 0000073484

REQUISITION BY: FAC/GM/SKB

STATUS: DEPT APPROVAL
REASON: DEEP CLEAN & SANITIZE FIRE STATIONS 2,3,4 AND 5

DATE: 3/22/19

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 10347 CINTAS CORPORATION #283

DELIVER BY DATE: 3/25/19

LINE NBR	DESCRIPTION	QUANTITY UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
26	FIRE HOUSE #3 CARPET DISCOUNT COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	5.60- DL	1.0000	5.60-	
27	FIRE HOUSE #3 TILE & GROUT DISCOUNT COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	954.00- DL	1.0000	954.00-	
28	FIRE HOUSE #3 VCT STRIP & WAX DISCOUNT COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	430.20- DL	1.0000	430.20-	
29	FIRE HOUSE #3 RUBBER FLOOR DISCOUNT COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	17.39- DL	1.0000	17.39-	
30	FIRE HOUSE 4 CARPET DISCOUNT COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	5.60- DL	1.0000	5.60-	
31	FIRE HOUSE #4 TILE & GROUT DISCOUNT COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	954.00- DL	1.0000	954.00-	
32	FIRE HOUSE #4 RUBBER FLOOR-GYM DISCOUNT COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	17.39- DL	1.0000	17.39-	
33	FIRE HOUSE #5 CARPET DISCOUNT COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	5.60- DL	1.0000	5.60-	
34	FIRE HOUSE #5 TILE & GROUT DISCOUNT COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	954.00- DL	1.0000	954.00-	
35	FIRE HOUSE #5 VCT STRIP & WAX DISCOUNT COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	430.20- DL	1.0000	430.20-	
36	FIRE HOUSE #5 RUBBER FLOOR-GYM DISCOUNT COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	17.39- DL	1.0000	17.39-	

REQUISITION TOTAL: 22085.09

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT

PURCHASE REQUISITION NBR: 0000073484

REQUISITION BY: FAC/GM/SKB

STATUS: DEPT APPROVAL
REASON: DEEP CLEAN & SANITIZE FIRE STATIONS 2,3,4 AND 5

DATE: 3/22/19

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 10347 CINTAS CORPORATION #283

DELIVER BY DATE: 3/25/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
13	FIRE HOUSE #4 TILE & GROUT COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	2375.00	SFT	1.1000	2612.50	
14	FIRE HOUSE #4 RUBBER FLOOR-GYM COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	340.00	SFT	.4700	159.80	
15	FIRE HOUSE #4 FIXTURES-SANITIZE & DISINFECT COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	3000.00	SFT	.2000	600.00	
16	FIRE HOUSE #4 TRUCK SETUP COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	50.00	DL	1.0000	50.00	
17	FIRE HOUSE #5 CARPET COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	12000.00	SFT	.1400	1680.00	
18	FIRE HOUSE #5 TILE & GROUT COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	4220.00	SFT	1.1000	4642.00	
19	FIRE HOUSE #5 VCT STRIP & WAX COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	5000.00	SFT	.9000	4500.00	
20	FIRE HOUSE #5 RUBBER FLOOR-GYM COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	270.00	SFT	.4700	126.90	
21	FIRE HOUSE #5 FIXTURES-SANITIZE & DISINFECT COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	5000.00	SFT	.2000	1000.00	
22	FIRE HOUSE #5 TRUCK SETUP COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	50.00	DL	1.0000	50.00	
23	FIRE HOUSE #2 CARPETS DISCOUNT COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	5.60-	DL	1.0000	5.60-	
24	FIRE HOUSE #2 TILE & GROUT DISCOUNT COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	954.00-	DL	1.0000	954.00-	
25	FIRE HOUSE #2 RUBBER FLOOR GYM COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	17.39-	DL	1.0000	17.39-	

PURCHASE REQUISITION NBR: 0000073484

REQUISITION BY: FAC/GM/SKB

STATUS: DEPT APPROVAL
REASON: DEEP CLEAN & SANITIZE FIRE STATIONS 2,3,4 AND 5

DATE: 3/22/19

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 10347 CINTAS CORPORATION #283

DELIVER BY DATE: 3/25/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	FIRE HOUSE #2 CARPETS Piggyback US Communities - Prince William County Public Schools, VA Contract R-BB-19002 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	700.00	SFT	.1400	98.00	
2	FIRE HOUSE #2 TILE AND GROUT COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	2120.00	SFT	1.1000	2332.00	
3	FIRE HOUSE #2 RUBBER FLOOR GYM COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	370.00	SFT	.4700	173.90	
4	FIRE HOUSE #2 FIXTURES-SANITIZE & DISINFECT COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	3000.00	SFT	.2000	600.00	
5	FIRE HOUSE #2 TRUCK SETUP COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	50.00	DL	1.0000	50.00	
6	FIRE HOUSE #3 CARPET COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	1085.00	SFT	.1400	151.90	
7	FIRE HOUSE #3 TILE & GROUT COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	2420.00	SFT	1.1000	2662.00	
8	FIRE HOUSE #3 VCT STRIP & WAX COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	4780.00	SFT	.9000	4302.00	
9	FIRE HOUSE #3 RUBBER FLLOR-STORAGE COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	245.00	SFT	.4700	115.15	
10	FIRE HOUSE #3 FIXTURES-SANITIZE & DISINFECT COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	4000.00	SFT	.2000	800.00	
11	FIRE HOUSE #3 TRUCK SETUP COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	50.00	DL	1.0000	50.00	
12	FIRE HOUSE #4 CARPET COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: CLEANING SERV,STEAM&PRESS	695.00	SFT	.1400	97.30	

REQUEST FOR OFFICE ASSISTANCE

FROM: GAIL MOOTZ **Date:** 3/22/19

- **PRIORITY / DATE NEEDED BY:**

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

Account Number: ___-___-___-___-___ **Project No.:** _____

☒ **Request for Requisition - Vendor:** CINTAS

Account Number: 001 - 2511 - 579 - 99 - 17 **Project No.:** _____

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

☐ Verbal Quotes ($500 to $1,999):

Vendor: _____ Cost: _____ Date: _____

Person Spoke With: _____ Phone Number: _____

Vendor: _____ Cost: _____ Date: _____

Person Spoke With: _____ Phone Number: _____

Vendor: _____ Cost: _____ Date: _____

Person Spoke With: _____ Phone Number: _____

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

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

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

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

☐ File As: _____

☒ OTHER: _____

Special Instructions: PIGGYBACK US Communities - [illegible], DEEP CLEAN & SANITIZE FIRE STATIONS, 2, 3, 4, 5

Request completed by: _____ **Date completed:** 3/22/19

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

CINTAS

Corporate Code 50717
Agreement No _____
Customer No _____

TILE AND CARPET CLEANING SERVICE AGREEMENT

Date 3/19/2019

Customer __City of Boynton Beach Fire Houses___ Phone: 561-742-6200_____
Address__222 NE 9th Ave._____ City: Boynton Beach_____ State FL_____ Zip 33435_____

The customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements for facility cleaning services during the term of this agreement, in accordance with all of the pricing, terms and conditions contained within this agreement. Our pricing is based on a billing cycle depending on the service frequency that the Customer has agreed to below.

Description of service	Area Sq. ft.	Rate for area	Number of Cleanings (Minimum 2 Visits)												Charge per Visit
			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Fire House #2															
Carpet	700	$0.140													98.00
Carpet (Discount)	700	($0.008)													(5.60)
Tile & Grout	2120	$1.100													2,332.00
Tile & Grout (Discount)	2120	($0.450)													(954.00)
Rubber Floor - Gym	370	$0.470													173.90
Rubber Floor - Gym (Discount) any item not included on the price sheet shall be priced at 10% off national voluntary book pricing (or 10% off local book pricing where national book pricing is not available)	370	($0.047)													(17.39)
Restroom Cleaning - Sanis Ultra Clean	3,000	$0.200													600.00
Truck Setup															50.00
Contract Price															3,253.90
Discount Price															(976.99)
Proposal Price															2,276.91
Fire House #3															
Carpet	1,085	$0.140													151.90
Carpet (Discount)	700	($0.008)													(5.60)
Tile & Grout	2,420	$1.100													2,662.00
Tile & Grout (Discount)	2120	($0.450)													(954.00)
VCT Strip & Wax (4 Coats)	4,780	$0.900													4,302.00
VCT Strip & Wax (4 coats) (Discount)	4,780	($0.090)													(430.20)
Rubber Floor - Storage	245	$0.470													115.15
Rubber Floor - Storage (Discount) any item not included on the price sheet shall be priced at 10% off national voluntary book pricing (or 10% off local book pricing where national book pricing is not available)	370	($0.047)													(17.39)
Restroom Cleaning - Sanis Ultra Clean	4,000	$0.200													800.00
Truck Setup															50.00
Contract Price															8,081.05
Discount Price															(1,407.19)

Proposal Price															**6,673.86**
Fire House #4															
Carpet	695	$0.140													97.30
Carpet (Discount)	700	($0.008)													(5.60)
Tile & Grout	2,375	$1.100													2,612.50
Tile & Grout (Discount)	2120	($0.450)													(954.00)
Rubber Floor - Gym	340	$0.470													159.80
Rubber Floor - Gym (Discount) any item not included on the price sheet shall be priced at 10% off national voluntary book pricing (or 10% off local book pricing where national book pricing is not available)	370	($0.047)													(17.39)
Restroom Cleaning - Sanis Ultra Clean	3,000	$0.200													600.00
Truck Setup															50.00
Contract Price															3,519.60
Discount Price															(976.99)
Proposal Price															**2,542.61**
Fire House #5															
Carpet	12,000	$0.140													1,680.00
Carpet (Discount)	700	($0.008)													(5.60)
Tile & Grout	4,220	$1.100													4,642.00
Tile & Grout (Discount)	2120	($0.450)													(954.00)
VCT Strip & Wax	5,000	$0.900													4,500.00
VCT Strip & Wax (4 coats) (Discount)	4,780	($0.090)													(430.20)
Rubber Floor - Gym	270	$0.470													126.90
Rubber Floor - Gym (Discount) any item not included on the price sheet shall be priced at 10% off national voluntary book pricing (or 10% off local book pricing where national book pricing is not available)	370	($0.047)													(17.39)
Restroom Cleaning - Sanis Ultra Clean	5,000	$0.200													1,000.00
Truck Setup															50.00
Contract Price															11,998.90
Discount Price															(1,407.19)
Proposal Price															**10,591.71**
Contract Price															26,853.45
Discount Price															(4,768.36)
Grand Total															**22,085.09**

Company agrees to extend the same terms, covenants agreed to under the Master Agreement Prince Williams County Public Schools R-BB-19002 to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. The length of this rental agreement will commence with the actual performance of service, not with the start date of the master agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.

Master Agreement available at www.uscommunities.org

This agreement is effective as of the date of first cleaning for a term of 12 months. After the initial term of the agreement, the agreement will continue until the Customer notifies Company at least 90 days prior to their desire to discontinue the service by registered letter to the Company's General Manager. Customer is responsible for any unpaid charges prior to termination, up to and including the charges for servicing Customer on last cleaning. Company has the right to increase prices. The Customer has the right to reject the price increase. If Customer rejects the price increase, Company may terminate this agreement.

Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement, including any claims arising from services or products rendered by the company.

Company guarantees to provide high quality cleaning services at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement.

Additional services may be added to this agreement and shall automatically become a part of and subject to the terms hereof. Some hygiene and dust control services may require a separate agreement between Company and Customer.

Customer certifies that Company is in no way infringing upon any existing contract between Customer and another service provider.

CANCELLATION CHARGE 25% of invoice charge per occurrence when Customer does not give notice of cancellation within 24 hours of a scheduled cleaning appointment. Customer Initial...X_____

TRUCK SETUP CHARGE $ 50.00 charge per invoice. This Setup Charge is used anytime it is determined that Cintas needs to use its proprietary truckmount system to clean your account. Customer Initial...X_____

ADDITIONAL FLOOR OR TRUCK MOVEMENT CHARGE DURING SERVICE: $ 50.00 charge per occurrence. Customer Initial...X_____

Credit Terms – Charge Payments due 10 days after End of Month.

CINTAS	CUSTOMER
Location: 283	Please Sign Name:
Signature: Mike Rosenberg	Please Print Name:
Title: Deep Clean Specialist	Please Print Name:

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT NUMBER: R-BB-19002

This Contract entered into this ***13th*** *day* ***December, 2018*** *by,* ***Cintas Corporation No. 2 (or any of its subsidiaries and affiliates), 6800 Cintas Blvd., Mason OH 45040,*** *hereinafter referred to as the "Contractor" and* ***Prince William County School Board, P.O. Box 389, Manassas, VA 20108,*** *hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".*

WITNESSETH *that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:*

1. **SCOPE OF CONTRACT:** Contractor shall provide Facilities Management Products and Solutions for Prince William County Schools, Virginia on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations.

2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:

   2.1. This signed Contract document;

   2.2. Memorandum of Negotiations dated November 1, 2018 (Attachment A)

3. **CONTRACT TERM AND RENEWAL:**

   3.1. The initial term of this contract shall be from December 13, 2018 through October 31, 2023, with the option to renew for two (2) additional two (2) year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.

   3.2. The products and services which are the subject of this Master Agreement may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.

4. **CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or his designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

   Brian Burtner, CPPB, Buyer, (703) 791-8736, burtneba@pwcs.edu

5. **PRICING:** In accordance with applicable percentage discounts and prices, per attached Contractor's response dated September 25, 2018 and negotiated prices/rates negotiated September 25, 2018 (see attached).

6. **PAYMENT TERMS:** 2% Discount Net 15, Standard terms are Net 30 days

7. **TERMINATION FOR CONVENIENCE:**

   7.1. If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as a termination fee equal to 50 weeks of rental service.

   7.2. If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as a termination fee equal to 36 weeks of rental service.

   7.3. If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as a termination fee equal to 23 weeks of rental service.

   7.4. If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as a termination fee of 10 weeks of rental service.

   7.5. Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement or pay for any damaged, lost or unreturned goods at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR: Cintas Corporation No. 2

Authorized Signature

Claire Jackson
Type Name

National Director - Contract
Title

12/19/18
Date

PURCHASING AGENCY:

Authorized Signature

Anthony Crosby, CPPO, CPPB
Type Name

Supervisor of Purchasing
Title

12/21/18
Date

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

MEMORANDUM OF NEGOTIATIONS
R-BB-19002

Dated: November 13, 2018

Prince William County Schools (hereinafter called PWCS) and Cintas Corporation No. 2 (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-BB-19002 for Facilities Management Products and Solutions. The final Contract contains the following documents:

a. PWCS's Request for Proposal, R-BB-19002, dated July 17, 2018 and Addendum #1, dated August 8, 2018;
b. Contractor's proposal dated August 13, 2018;
c. Contractor's responses to Clarification Questions and Negotiations dated September 25, 2018, attached;
d. Contractor's best and Final Offer, dated October 5, 2018;
e. PWCS RFP R-BB-19002, General Terms and Conditions, Paragraph 30, Indemnification, is hereby modified to include "to the fullest extent permitted by applicable law".
f. This Memorandum of Negotiations;
g. Any subsequent modifications to the Contract.
h. For FRC garments: Customer agrees it bears sole responsibility for selecting the flame-resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.
i. For high visibility garments: Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.

ACCEPTED BY:

Contractor Authorized Signature — 12/9/18 Date

Manager Director - Government Sales
Title

Anthony Crosby
Supervisor of Purchasing — 12/21/18 Date

1. How often do you update your inventory? Are all new deployments brand new uniforms or are they recycled from past agencies?
   All rental uniforms are put through quality inspection weekly when turned in for laundry. If it is determined that a garment needs replaced due to normal wear, it will be upgraded. Age of garment is not a factor as QA is graded upon condition. New wearers could get new uniform if not available in the local stockroom. However, if stock is available, uniforms can be recycled if they are in "like-new" graded condition. Customer can request all new hires get new uniforms, however the lead time to install would be extended.

2. Are your vending options available as a part of this proposal (for scrubs or other uniforms)? If these are available, what is the cost? Yes.

Item Code	Description		List Price	USC Pricing
D10	Small Dispenser		$ 370.00	$ 310.00
D15	Medium Dispenser		$ 416.00	$ 345.00
D20	Large Dispenser		$ 462.00	$ 385.00
R110	Return Unit		$ 104.00	$ 90.00
RX	Wall Mounted Unit		$ 99.00	$ 90.00

   The use of scrub dispensing units is increasing all over college campus' and other public entities. Cintas will continue to focus its sales efforts in this space to also include units that dispense lab coats and other clothing items.

3. Do you offer dielectric testing on your gloves? If so, what would be the cost for this service?
   Yes, this is one of Cintas' newest offerings. Please see attached for both additional information about the service and the pricing available.

4. Do you offer wet mats that would be appropriate for showers and locker rooms?
   Yes, we offer Drainage Mats which can be used in wet areas. The pricing for this item is $2.19.

5. Do you offer calibration on the chemical dilution centers free of charge? Are these installed free of charge?
   Yes. Yes

6. Do you work on Halon fire suppression systems?
   Yes, Cintas provides this service only in certain markets. Because it is not a nationwide service, it is priced locally to with a 10% discount, per the US Communities contract.

7. What is the price for the training programs you offer?
   The pricing file for Training is attached.

8. What is the process for coil and carpet cleaning? How do you meet environmental regulations for public agencies (such as MS4) for these types of services? Which public agencies have you provided these types of services for in the past?

We have attached the scope of work for both Coil Cleaning and our process for Tile and Carpet Cleaning. As the work of both services is proprietary, we would ask that the attached relative to those services be redacted. While we do have experience with regulations like MS4. We have also attached our protocol for the discharge of both liquid and solid wastes incurred in the performance of these services. Cintas' Deep Clean Technician, Ultraclean SSR, or Coil Cleaning Technician must sign this document stating that he/she will adhere not only to local, state, and national regulations, but also the procedures set forth in that document. Any violations of the tenets set forth in that document is grounds for the dismissal of the employee.

9. Two of your references were not willing to provide a reference per their statutes and the other three were not responsive. Do you have any other references who could provide feedback on their experience?

Bonnie Sletman
Sr. Procurement Agent
Manatee County Government, BCC
Procurement Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
T 941-749-3046 F 941-749-3034
bonnie.sletman@mymanatee.org

Matt Helm
Deputy Director of Purchasing
City of San Diego
Phone: 619-236-6104
mehelm@sandiego.gov

Kevin Mitchell, MBA
Budget and Procurement Director
Lackawanna County
200 Adams Ave.
Scranton, PA 18503
(P) - 570-963-6767
(F) - 570-963-6514
MitchellK@lackawannacounty.org
www.lackawannacounty.org

Joseph Patterson, MPA, VCO
Department of Purchasing
Chesterfield County
Phone: 804.717.6307
Pattersonjo@chesterfield.gov

10. How long has the TruCount system been in place? If public agencies are having issues with their uniforms being returned in a timely fashion, what steps can be taken to make sure this doesn't affect the agency's ability to work?
Since 2016, Fulling implemented across all sites for about a year.

11. What is the lead time for new employees to be fit with uniforms?
Fitting within a week of notice. New site estimated at 4 weeks. New employee at existing site is 2-4 weeks from sizing. Can be 1 week turn if sizes are in stock at local Cintas.

12. What is the lead time for embroidery of new uniforms?
About 2 weeks. Stocked garments purchased directly are embroidered on demand and can be shipped in about a week.

13. What efforts can you make to simplify the invoicing process and make this less hands-on?
We are in the process of scheduling with the EC a demonstration of the www.myCintas-ebilling and servicing platform.

14. Is there a reason that you do not offer volume discounts or ecommerce rebates?
Volume discounts would generally be for direct purchase only. Our local reps have the freedom to price lower than the ceiling price of the agreement so volume discounts for direct purchase items is available.

15. Do you offer prompt payment discounts?
Yes, we can offer 2% Net 15 and Net 30 as standard payment terms

16. Why does California have different pricing for fire and safety?
It cost more to do business in California due to regulatory policies, labor laws, etc.

17. On page 142 you mention "minimal" charges for lockers, rolling racks and soiled hampers. Can these be provided at no charge? Can these be repaired or replaced as needed at no charge?
Yes, these will be No Charge.

18. Please explain the additional charges on page 31 for Garment Rental.
Minimum stop Charge: $35.00-this is the minimum a site can average for Cintas to stop the truck. Agency pays the difference to make the service at least $35.00. Ex: Actual weekly rental is $30.00 for uniforms and mats. Customer is charged $5.00 as the "min stop charge" on top of the $30. To reach a total of $35. We normally suggest product additions to equal a min stop so the customer is paying for products/services.

Lockers: No charge

Make-up Waived on initial installation and for 30 days of service: this is industry standard charge to set up new uniform wearer after initial install. This covers the cost

Attachment A

on the plant to order, prep, set up the system and sew in the ID tap with the employee information. One-time fee per garment. Ceiling priced.

Emblem-Waived on initial installation and for the first 30 days of service: Local Cost (depending on company name and type of emblem ordered) This is the cost of the actual company emblem that is applied when adding new employee after the initial install.

Name tag- $1.50: The cost to set up a name to rental uniform. Normally embroidery. Ceiling Priced.

Size premium per Garment: $1.50 this is the price for extended sizes, starting at 2xl and up, there is an addition charge per garment. Ceiling priced.

19. Minimum Order size charges for Garment Rental are not acceptable. Is this negotiable?
Minimum Order charges are fully described as the minimum amount charged to the client for stopping the Cintas vehicle and delivering the product or service contracted by the client. Under the pricing file offered in our proposal, the Minimum Order charge is $35.00. Cintas is willing to entertain changing the nomenclature on the contract for this charge to something else that would be acceptable to the EC.

20. What is the cost for tailoring (ex. Shortening of pants)?
No charge

21. Do you offer "tall/Long" sizes?
We do offer tall/long sizes. The charge for shirts in the extended sizes are the same as for size premiums detailed in the Cintas proposal. There are no additional charges for pants for tall sizes.

22. Do you offer summer internships or student programs for college students?
Cintas would be interested in creating with USC members opportunities for internships that coincide with our normal hiring practices for these positions.

23. In Tab 7, Exceptions, the fee for termination for convenience: Is it acceptable to substitute "termination fee" for "liquidated damages"?
Yes, this is negotiable with the contract

24. Fire Protection sales team: 6 of the states where you have no representation are in U.S. Communities' top 25 states (AL, IA, MN, NC, OR, TN) - are there plans to expand into these states?

Yes, Cintas is striving to grow the division to $1billion in 10 years.

Contract #R-BB-19002 – FACILITIES MAINTENANCE SOLUTIONS
DISCOUNT BY PRODUCT CATEGORY

Category	Discount (% from published/ book rate)	Comments
1 Uniform Rental	10%-32%	Cintas has committed to US Communities participating public agencies a 10% discount off of National Account Book Pricing for all items. National Account book pricing is, generally, 20%-25% off of local pricing structure.
2 Uniform Leasing	10%	
3 Uniform Purchase	10%-50%	
4 Shoe Purchase	10%	
5 Mat/Mop Rental	10%-56%	
6 Mat/Mop Leasing	10%	
7 Mat/Mop Purchase	10%	
8 Restroom Supplies	10%	
9 Restroom Services	10%	
10 Deep Cleaning Services	10%	
11 First Aid/Safety Supplies	10%-60%	Can Vary by product. Minimum savings listed
12 AEDs	10%	
13 Fire Protection Services	10%	
14 Promotional Products	10%	Can Vary by product. Minimum savings listed
15 Miscellaneous	10%	
16 Other	10%	

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

Contract #R-BB-19002 – FACILITIES MAINTENANCE SOLUTIONS
ADDITIONAL CHARGES

Deep Clean

✓	Set Up Charge	Anytime we have to use the truck to clean a customer	$50 per Service	
	Truck Movement Charge	Anytime we have to move the truck during a service	$50 per Movement	
	Floor Change Charge per Floor	Anytime/All times we have to change floors during a service	$50 per floor	
	Furniture Moving Charge per Hour	Used if we have to move an excessive amount of furniture that adds up to at least an hour	$200 per hour	
	Spotting Price per Hour	Used if we are asked to spot only during a service	$200 per hour	
	Mileage Charge	Charge per Mile Outside of 60 Minutes from the Location	$.75 per mile	
	Minimum Stop Charge	Minimum amount we have to invoice to service the account	$500 per Stop	
	Wait Charge	Used anytime the customer is not prepared to start their cleaning and we have to wait more than an hour	$80 per hour	
	Cancellation Charge	Used anytime the customer cancels less than 24 hours before the service	25% per Invoice	

Garment Rental

Minimum Order Size	$ 35.00
Lockers	$ -
Make Up -Waived on initial installation and for the 1st 30 days of service	$ 1.50
Emblem -Waived on initial installation and for the 1st 30 days of service	Cost
Name Tag	$ 1.50
Size Premium (starting at 2XL)	$ 1.50

25. Should Brent Schafer be listed as the Executive?

Yes, we can update.

26. What is the Lost Replacement charge for items not listed in the market basket?
The L/R charge will also be reduced by 10%. See Link below to Cintas full catalog:
www.shopcintas.com

27. Page 85, #7: What happens if a public agency is not able to accommodate net 15 or net 30 payment terms? Is it possible to make the standard payment terms for all product lines Net 30?
Yes, Net 30 is Standard term.

28. Rubber Glove Addendum:
a. What company will be required to purchase from?
Relative to the addendum, the Cintas Head/Hand electrical PPE program is considered a lease only option.
This program is based on Cintas using National Safety Apparel for all PPE items listed as well as inspection/certification of voltage rated gloves being leased.

b. No information listed in Schedule A. No pricing, etc.
See attached excel document with pricing. The addendum was a blank template.

c. Will they test gloves already in use, or do we have to purchase the gloves new form them to get the testing completed.
No, this program is based on Cintas setting up a new rental solution for Head/Hand PPE.

29. Classroom Safety Training Cost Breakdown:
d. Line 65906 – Is 10 people a minimum or maximum per class? If multiple classes are needed, is the charge of the instructor per class or one time charge for multiple classes?
The class size listed on the price file is the max size per class. This varies per type of class, from 10-25. The charge for the instructor is per class.

e. Line 65908 – What are normal hours and excess hours?
Monday-Friday 8am-5:00pm

Referencing Cintas' response to the initial EC questions/clarifications:

30. Item 15 – Do you offer prompt payment discounts? **This was discussed on the teleconference on September 13. We discussed 2% Net 15 and Net 30 as the standard payment. This needs to be clarified that this is your understanding as well.**
Yes, 2% Net 15 and Net 30 for standard local payment. Updated document.

31. Item 17 – On page 142 you mention "minimal" charges for lockers, rolling racks and soiled hampers. Can you provide these at no charge? Can these be repaired or replaced as needed at no charge? **This was discussed on the teleconference on September 13. This was agreed that these would be at no charge and not that this would be negotiated. Please clarify.**

Yes, No Charge for these items. Updated document.

Attachment A

32. Item 18 – Please explain additional charges on page 31 for Garment Rental. **This was discussed on the teleconference on September 13. See question 17, this charge should be removed.**

Yes, No Charge. Updated document.

33. Item 19 – Stop charges for Garment Rental are not acceptable. Is this negotiable? **This should be called minimum order size, not minimum stop charge.**

Changed language to Minimum Order Size and updated document.

34. Item 26 – What is the Lost Replacement charge for items not listed in the market basket? **Please provide us with a full catalog that the discount by category will be taken from.**

Catalog is online and can be accesses with link: www.shopcintas.com Updated document with the link as well.

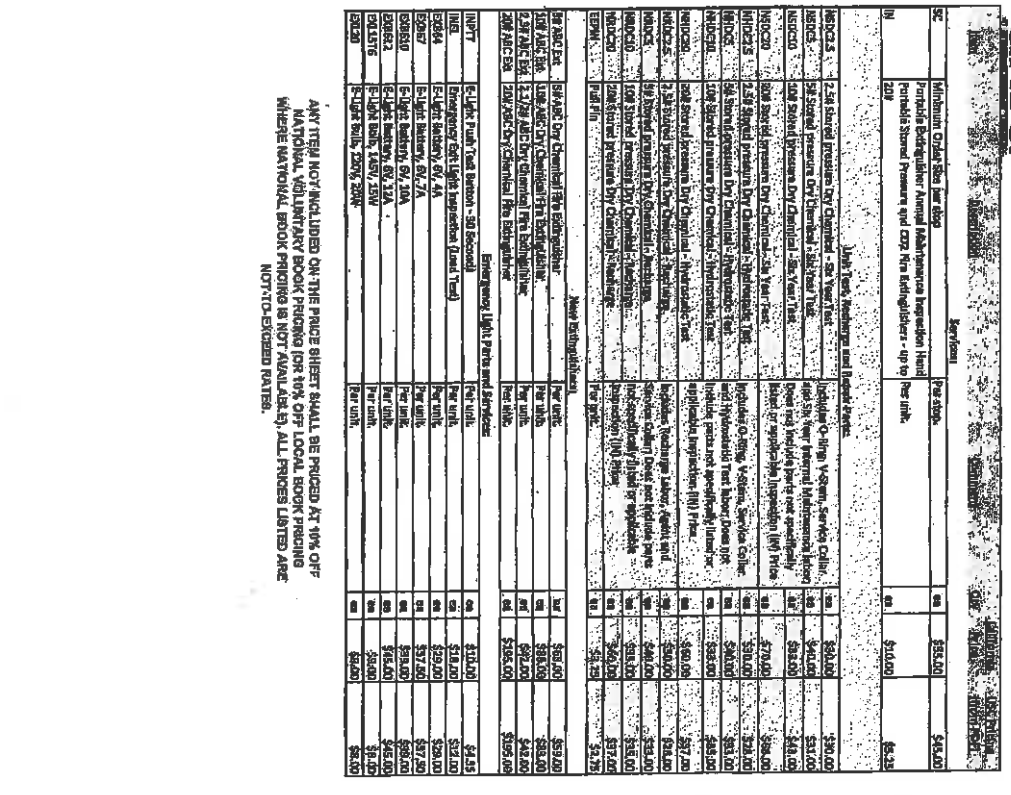
35. Item 27 – Page 85, #7: What happens if a public agency is not able to accommodate Net 15 or Net 30 payment terms? Is it possible to make the standard payment terms for all product lines to be Net 30? **This was discussed on the teleconference on September 13. We agreed on Net 30 as standard terms. This needs to be clarified that this is your understanding as well.**

Yes, Net 30 is standard term. Updated document.

SAFETY ITEMS

All Prices shown are not-to-exceed rates

Item Number	Make	Supplier Item Number	Description	UOM	Quantity per UOM		
1	CINTAS	280020	LENS/SCREEN PADS	EA	100	-55.554	$6.65
2	CINTAS	163050	BURN RELIEF PACKET/	BAG	6 packets	-70.913	$3.95
3	CINTAS	1030300	WOUNDSEAL POUR	EA	2	-52.026	$11.25
4	CINTAS	119260	ALLERGY RELIEF	BOX	2/1Dent blister paks	-57.784	$8.48
5	CINTAS	121220	ALEVE SMALL	BAG	5 packs	-61.797	$3.13
6	CINTAS	573772	DAYQUIL SEVERE	BAG	5 packets	-63.703	$4.45
7	CINTAS	79191	MUCINEX SMALL	BAG	3 packets	-43.260	$7.45
8	CINTAS	111929	IBUPROFEN TABS	BOX	20 packets	-76.419	$2.95
9	CINTAS	112039	COLD RELIEF	BOX	40 packets	-66.441	$7.45
10	CINTAS	12271	LIQUID BANDAGE	BAG	5 pipettes	-48.924	$6.60
11	CINTAS	111989	IBUPROFEN TABS	BOX	50 packets	-68.944	$8.00
12	CINTAS	111999	IBUPROFEN TABS LRG	BOX	125 packets	-65.093	$13.28
13	CINTAS	150110	TWEEZERS, METAL	PAC	3 tweezers	-59.780	$3.48
14	CINTAS	51030	HAND SANITIZER	BAG	10 packets	-79.193	$1.63
15	CINTAS	130479	EYEWASH, 1/2OZ	BOX	5 bottles	-55.874	$7.48
16	CINTAS	122249	GLUCOSE, SMALL	PAC	2 packs	-58.430	$8.28
17	CINTAS	102485	LIPAID SMALL	BAG	10 packets	-73.490	$1.98
18	CINTAS	102640	BIOFREEZE MUSCLE	BAG	5 packets	-67.697	$4.03
19	CINTAS	119250	ANTI-DIARRHEAL	BOX	12 caplets	-61.158	$5.63
20	CINTAS	43719	X-LONG BANDAGE	BOX	25 bandages	-60.092	$5.00
21	CINTAS	184010	COOL&SOOTHE	BOX	6 packets	-61.043	$8.23
22	CINTAS	111529	PAIN AWAY X-	BAG	25 caplets	-79.664	$2.30
23	CINTAS	43658	WATERPROOF CLEAR	BOX	30 bandages	-52.885	$4.90
24	CINTAS	44269	ELASTIC STRIP	BOX	50 bandages	-62.848	$3.88
25	CINTAS	111180	ASPIRIN ORG ST 50CT	BOX	25 packets	-74.674	$3.50
26	CINTAS	130000	THERA TEARS, SMALL	PAC	4 vials	-65.585	$3.50
27	CINTAS	100019	TRIPLE ANTIBIOTIC	BOX	20 packets	-71.360	$4.15
28	CINTAS	112029	COLD RELIEF	BAG	25 packets	-69.365	$4.20
29	CINTAS	44429	LARGE PATCH 2"X3",	BOX	15 bandages	-66.848	$3.65



CINTAS

Item Number | Make | Supplier Item Number | Description | UOM | Quantity per UOM | Current Price | Proposed Price

Services

SC | Minimum Order Size per stop | | $55.00 | $45.00

Portable Extinguisher Annual Maintenance Inspection Hand Portable Stored Pressure, and CO2, Fire Extinguishers - up to 20# | Per stop | $10.00 | $5.33

IN | Unit Tools, Hardware and Repair Parts

NSDC25	2.5# Stored pressure Dry Chemical - Six Year Test	Includes O-Ring, V-Stem, Service Collar.	ea.	$90.00	$90.00	$90.00	$90.00
NSDC35	3.5# Stored pressure Dry Chemical - Six Year Test	Includes O-Ring, V-Stem, Service Collar.	ea.	$90.00	$90.00	$90.00	$90.00
NSDC05	5# Stored pressure Dry Chemical - Six Year Test	Does not include parts not specifically listed. Does not include hydrostatic test.	ea.	$90.00	$90.00	$90.00	$90.00
NSDC10	10# Stored pressure Dry Chemical - Six Year Test	Does not include parts not specifically listed or applicable hydrostatic test. Price	ea.	$90.00	$90.00	$90.00	$90.00
NHDC20	20# Stored pressure Dry Chemical - Six Year Test	Includes O-Ring, V-stem, Service Collar.	ea.	$270.00	$270.00	$270.00	$270.00
NHDC25	2.5# Stored pressure Dry Chemical - Hydrostatic Test	Includes parts not specifically listed or applicable hydrostatic test. Does not	ea.	$90.00	$90.00	$90.00	$90.00
NHDC35	3.5# Stored pressure Dry Chemical - Hydrostatic Test	Includes parts not specifically listed or applicable hydrostatic test. Does not	ea.	$90.00	$90.00	$90.00	$90.00
NHDC05	5# Stored pressure Dry Chemical - Hydrostatic Test	Includes parts not specifically listed or applicable hydrostatic test. Does not	ea.	$90.00	$90.00	$90.00	$90.00
NHDC10	10# Stored pressure Dry Chemical - Hydrostatic Test	Includes parts not specifically listed or applicable hydrostatic test. Does not	ea.	$90.00	$90.00	$90.00	$90.00
NHDC20	20# Stored pressure Dry Chemical - Hydrostatic Test	Includes parts not specifically listed or applicable hydrostatic test. Does not	ea.	$90.00	$90.00	$90.00	$90.00
NHDC30	30# Stored pressure Dry Chemical - Hydrostatic Test	Includes parts not specifically listed or applicable hydrostatic test. Does not	ea.	$90.00	$90.00	$90.00	$90.00
NHDC50	50# Stored pressure Dry Chemical - Hydrostatic Test	Includes parts not specifically listed or applicable hydrostatic test. Does not	ea.	$90.00	$90.00	$90.00	$90.00
NHDC75	75# Stored pressure Dry Chemical - Hydrostatic Test	Includes parts not specifically listed or applicable hydrostatic test. Does not	ea.	$90.00	$90.00	$90.00	$90.00
NHDC100	100# Stored pressure Dry Chemical - Hydrostatic Test	Includes parts not specifically listed or applicable hydrostatic test. Does not	ea.	$90.00	$90.00	$90.00	$90.00
NHDC150	150# Stored pressure Dry Chemical - Hydrostatic Test	Includes parts not specifically listed or applicable hydrostatic test. Does not	ea.	$90.00	$90.00	$90.00	$90.00
NHDC250	250# Stored pressure Dry Chemical - Hydrostatic Test	Includes parts not specifically listed or applicable hydrostatic test. Does not	ea.	$90.00	$90.00	$90.00	$90.00
NHDC350	350# Stored pressure Dry Chemical - Hydrostatic Test	Includes parts not specifically listed or applicable hydrostatic test. Does not	ea.	$90.00	$90.00	$90.00	$90.00
NHDC500	500# Stored pressure Dry Chemical - Hydrostatic Test	Includes parts not specifically listed or applicable hydrostatic test. Does not	ea.	$90.00	$90.00	$90.00	$90.00
NHDC750	750# Stored pressure Dry Chemical - Hydrostatic Test	Includes parts not specifically listed or applicable hydrostatic test. Does not	ea.	$90.00	$90.00	$90.00	$90.00
NHDC1000	1000# Stored pressure Dry Chemical - Hydrostatic Test	Includes parts not specifically listed or applicable hydrostatic test. Does not	ea.	$90.00	$90.00	$90.00	$90.00
DPW	Pull Pin	Per unit.	ea.	$3.75	$3.75	$17.00	$3.75

Hose Testing (Additional)

5# ABC Ext.	5# ABC Dry Chemical Fire Extinguisher	Per unit.	ea.	$59.00	$59.00	$59.00	$59.00
10# ABC Ext.	10# ABC Dry Chemical Fire Extinguisher	Per unit.	ea.	$59.00	$59.00	$59.00	$59.00
2.5# ABC Ext.	2.5# ABC Dry Chemical Fire Extinguisher	Per unit.	ea.	$59.00	$59.00	$59.00	$59.00
20# ABC Ext.	20# ABC Dry Chemical Fire Extinguisher	Per unit.	ea.	$59.00	$59.00	$59.00	$59.00

Emergency Light Parts and Batteries

INPTT	E-Light Push Test Button - 30 Seconds	Per unit.	ea.	$110.00	$110.00	$110.00	$4.15
ING	Emergency Exit Light Inspection (Load Test)	Per unit.	ea.	$318.00	$318.00	$318.00	$318.00
EX64	E-Light Battery, 6V, 4A	Per unit.	ea.	$42.00	$42.00	$42.00	$42.00
EX67	E-Light Battery, 6V, 7A	Per unit.	ea.	$295.00	$295.00	$295.00	$295.00
EX8610	E-Light Battery, 6V, 10A	Per unit.	ea.	$337.50	$337.50	$337.50	$337.50
EX8612	E-Light Battery, 6V, 12A	Per unit.	ea.	$88.00	$88.00	$88.00	$88.00
EXLS175	E-Light Bulb, 14.5V, 15W	Per unit.	ea.	$45.00	$45.00	$45.00	$45.00
EX20	E-Light Bulb, 25W& 20W	Per unit.	ea.	$24.00	$24.00	$24.00	$24.00
			ea.	$0.00	$0.00	$0.00	$0.00

ANY ITEM NOT INCLUDED ON THIS PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

CINTAS

Item	Description	Comment	Unit	California Price	Discount
Inspection & Parts					
INKS	Kitchen System Inspection - single or first tank	Per system.	ea	$125.00	$125.00	$105.00	16.00%
INKST	Kitchen System Inspection - remote or additional tank	Per additional tank.	ea	$95.00	$95.00	$85.00	10.53%
EELINK	Fusable Link	Per unit.	ea	$12.00	$15.00	$9.80	18.33%

CINTAS

Item	Description	Comment	Unit	California Price	Discount
Inspection & Parts					
INSPW	Annual Sprinkler Inspection Wet – Initial Riser	Per riser.	ea	$295.00	$265.00
INSPR	Annual Sprinkler Inspection Wet – Additional Riser	Per riser.	ea	$150.00	$105.00
INSPBFIRE	Fire line backflow test per valve	Per unit.	ea	$175.00	$185.00
INSPD	Sprinkler Inspection (Dry)	Per riser.	ea	$325.00	$275.00
INSPBFDO	Inspection Back Flow – Domestic or Irrigation (per	Per unit.	ea	$135.00	$110.00

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CINTAS

Item	Description	Comment	UOM	GL Price	US Price
	Inspection & Parts				
INFA	Annual Fire Alarm System Inspection	Per panel.	ea	$300.00	$235.00
INFAID	Devices Per Device (somke det. bell, horn, strobe, pull station)	Per device.	ea	$10.00	$8.50
INFADD	Duct Detectors	Per unit.	ea	$35.00	$28.50

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FIRE LABOR RATES			
ITEM	Unit	GL Price	US Price
Labor - Regular	ea	$150.00	$105.00
Labor - Overtime	ea	$200.00	$157.50
Labor - Weekend/Holiday	ea	$300.00	$210.00
Emergency Service Call	ea	$350.00	$275.00

Cintas First Aid Training List
for U.S. Communities
#R-BB-19002

Course Number (if any)	Course Description	Class Duration	Duration Type	Re-Cert/Yrs	Expiration Type	Certification	Class Size	US Communities Contract Unit Price	Price Per
69404	CPR/FIRST AID/AED COURSE (Heartsaver First Aid with CPR & AED)	7	Hours	2	Years	AHA	9	$ 686.46	Per Class
69413	CPR/FIRST AID/AED/BBP COURSE	1	Day	2	Years	AHA	9	$ 808.52	Per Class
69058	BBP AWARENESS CLASS	1	Hours	1	Years	CLMI	0	$ 401.72	Per Class
69004	PEDIATRIC FIRST AID COURSE	3 1/2	Hours	2	Years	AHA	9	$ 303.43	Per Class
69008	FIRST AID COURSE	3.5	Hours	2	Years	AHA	9	$ 427.68	Per Class
69015	INFANT CHILD SUPPLEMENT (CPR/AED)	3	Hours	2	Years	AHA	9	$ 361.76	Per Class
69016	CPR/FIRST AID/AED PER STUDENT	7	Hours	2	Years	AHA	min 9	$ 78.28	Per Person
69017	FIRST AID COURSE (PER STUDENT)	3 1/2	Hours	2	Years	AHA	min 9	$ 30.96	Per Person
69018	CPR/AED COURSE (PER STUDENT)	4	Hours	2	Years	AHA	min 9	$ 33.65	Per Person
69019	BLS HCP (PER STUDENT)	3	Hours	2	Years	AHA	min 9	$ 32.94	Per Person
69020	CPR/AED COURSE	4	Hours	2	Years	AHA	9	$ 457.68	Per Class
69021	BLS HEALTHCARE PROVIDER	4	Hours	2	Years	AHA	9	$ 359.68	Per Class
69022	OXYGEN AWARENESS CLASS	1	Hours	1	Years	CLMI	20	$ 198.32	Per Class
69024	AHA HEART SAVER PEDIATRIC 3 HR	3	Hours	2	Years	AHA	9	$ 450.64	Per Person

	*CPR/First Aid uses the Heartsaver First Aid kits. CPR & AED student materials not found in only the First Aid and CPR sections of the course.									
	**Course hours are based on adult only courses and will be longer if pediatric training is done.									
	***Class Enrollment classes are based on best schedules and availability.									
	****Additional charges apply for specific class locations and classes outside of normal business hours.									

ONLINE CPR, FIRST AID & AED TRAINING:

650043	HEARTSAVER FIRST AID, CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2 1/2	Hours	2	Years	AHA	1	$ 39.66	Per Person
650149	HEARTSAVER FIRST AID, CPR & AED SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	45	Minutes	2	Years	AHA	1	$ 41.70	Per Person
650007	HEARTSAVER FIRST AID ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2	Hours	2	Years	AHA	1	$ 27.49	Per Person
650145	HEARTSAVER FIRST AID SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	30	Minutes	2	Years	AHA	1	$ 35.80	Per Person
650133	HEARTSAVER CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	1 1/2	Hours	2	Years	AHA	1	$ 22.17	Per Person
650144	HEARTSAVER CPR SKILLS CHECK	30	Minutes	2	Years	AHA	1	$ 35.80	Per Person

CLASSROOM SAFETY TRAINING

65305	CONFINED SPACE CLASS	2	Hours	1	Years	CLMI	10	$ 401.72	Per Class
65309	FALL PROTECTION CLASS	2	Hours	1	Years	CLMI	20	$ 401.72	Per Class
65307	AERIAL LIFT SAFETY CLASS	2	Hours	0	None	CLMI	20	$ 401.72	Per Class
65308	FORKLIFT CERTIFICATION CLASS	4	Hours	1	Years	CLMI	10	$ 401.72	Per Class
65309	FORKLIFT CERTIFICATION (PER PERSON)	4	Hours	1	Years	CLMI	MIN 5	$ 76.21	Per Person
650304	FORKLIFT SKILLS TEST (PER PERSON)	30	Minutes	3	Years	CLMI	MIN 5	$ 35.80	Per Person
65311	CRANE SAFETY CLASS	3	Hours	0	None	CLMI	10	$ 328.42	Per Class
650314	CRANE SAFETY TESTING	15	Minutes	0	None	CLMI	10	$ 21.45	Per Person
65312	SAFETY COMMITTEE CLASS	2	Hours	1	Years	CINTS	15	$ 401.72	Per Class
65314	ENTRY SAFETY CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65316	ERGONOMICS CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65318	EMERGENCY PREPAREDNESS CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65320	EYE PROTECTION CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65321	SLIPS TRIPS & FALLS CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65325	TBM SAFETY CLASS	2	Hours	1	Years	CINTS	25	$ 401.72	Per Class
65334	HAZARD COMMUNICATION CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65336	LEARNING SAFETY CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65338	HEAT INJURY PREVENTION CLASS	2	Hours	1	Years	CLMI	25	$ 401.72	Per Class
65182	HOUSEKEEPING CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65184	LOCKOUT TAGOUT CLASS	2	Hours	1	Years	CLMI	10	$ 401.72	Per Class
65186	MACHINE GUARDING CLASS	2	Hours	1	Years	CLMI	10	$ 401.72	Per Class
65340	PPE CLASS	2	Hours	1	Years	CLMI	10	$ 401.72	Per Class
65342	RESPIRATORY SAFETY CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65354	SAFETY PROGRAM MGMT CLASS	2	Hours	1	Years	CLMI	15	$ 401.72	Per Class
65360	GENERAL SAFETY TOPICS CLASS	2	Hours	1	Years	CINTS	0	$ 335.81	Per Class
65350	WRITTEN COMPLIANCE PROGRAM	4	Hours	1	Years	CINTS	0	$ 401.72	Per Class
65400	OSHA 30 HOUR GENERAL INDUSTRY	3	Days	5	Years	OSHA	12	$ 600.00	Per Person
65402	OSHA 30 HOUR GENERAL INDUSTRY	4	Days	5	Years	OSHA	0	$ 788.16	Per Person
65404	OSHA 10 HOUR CONSTRUCTION CLAS	2	Days	0	Years	OSHA	0	$ 300.00	Per Person
65406*	OSHA 30 HOUR CONSTRUCTION CLAS	4	Days	0	Years	OSHA	0	$ 788.16	Per Person

65500	RESPIRATOR FIT TESTING	30	Minutes	1	Years	CINTS	0	$ 35.80	Per Person
65501	RESPIRATORY SAFETY CLASS WITH FIT TEST	4	Hours	1	Years	CINTS	15	$ 488.08	Per Class
65502	SAFETY AUDIT	2	Hours	1	Years	CINTS	0	$ 401.72	Per Class
65503	EMERGENCY RESPONSE TRAINING CL	4	Hours	1	Years	CINTS	0	$ 401.72	Per Class
65704	WRITTEN SAFETY & HEALTH PROGRAM	1	Days	1	Years	CINTS	1	$ 401.72	Per Person
65505	CLASS CANCELLATION FEE	0	None	0	None	CINTS		$ -	
65506	INSTRUCTOR TRAVEL FEE	0	None	0	None	CINTS		$ 50.85	Per Class
65508	AFTER HOURS FEE	0	None	0	None	CINTS		$ 101.70	Per Class

DEEP CLEANING

ANY ITEM NOT INCLUDED ON THIS PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL MSRP/CATALOG BOOK PRICING (20% - 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

Uniform Rental Items
Discounts range from 10% to 25% of National Book Rate.
All Prices shown are not-to-exceed rates

Item Number	Mnemonic	Supplier/Item Number	UOM	Description				
1	Clothes	3765	EA	Comfort Work Shirts 65/35 Poly Cotton	10%	$ 0.15	$ 0.17	$ 16.00
2	Clothes	3778	EA	Short Sleeve Work Shirt 65/35 Poly Cotton	10%	$ 0.19	$ 0.25	$ 23.00
3	Clothes	66579	EA	High Image Womens Work Shirt 65/35 Poly Cotton	10%	$ 0.19	$ 0.25	$ 23.00
4	Clothes	7466	EA	Comfort Work Pants 65/35 Poly Cotton	10%	$ 0.15	$ 0.19	$ 18.00
5	Clothes	7467	EA	Pleated Comfort Work Pants 65/35 Poly Cotton	10%	$ 0.20	$ 0.27	$ 22.00
6	Clothes	378	EA	Comfort Work Cargo Pants 65/35 Poly Cotton	10%	$ 0.25	$ 0.33	$ 27.00
7	Clothes	3770	EA	Comfort Work Cargo Short 65/35 Poly Cotton	10%	$ 0.24	$ 0.31	$ 26.00
8	Clothes	365	EA	Womens Comfort Work Shirt w/ Pockets 65/35 Poly Cotton	10%	$ 0.15	$ 0.17	$ 17.00
9	Clothes	6980	EA	Cotton Work Shirt 100% Cotton	10%	$ 0.15	$ 0.19	$ 16.00
10	Clothes	3840	EA	Cotton Work Pants 100% Cotton	10%	$ 0.28	$ 0.34	$ 28.00
11	Clothes	3844	EA	Jean Pant 100% Cotton	10%	$ 0.17	$ 0.21	$ 20.00
12	Clothes	66570	EA	Chef Coat 65/35 Poly Cotton	10%	$ 0.19	$ 0.24	$ 20.00
13	Clothes	71380	EA	Double Waist Chef Pants w/ Drawstring 65/35 Poly Cotton	10%	$ 0.25	$ 0.33	$ 28.00
14	Clothes	3380	EA	Food Processing Shirt White (has two pockets, collared) 65/35 Poly Cotton	10%	$ 0.13	$ 0.17	$ 13.00
15	Clothes	3574	EA	Tees/Polo Types Shirt 67/33 Poly Cotton	10%	$ 0.19	$ 0.25	$ 22.00
16	Clothes	2378	EA	High Image Performance Polo Shirt 100% Microfiber Poly	10%	$ 0.25	$ 0.34	$ 28.00
17	Clothes	66578	EA	Womens High Image Performance Polo Shirt 100% Microfiber Poly	10%	$ 0.29	$ 0.38	$ 32.00
18	Clothes	3980	EA	Womens Fit Comfort Work Pant (short)	10%	$ 0.30	$ 0.37	$ 31.00
19	Clothes	7985	EA	Women's Fit Comfort Work Pant	10%	$ 0.27	$ 0.36	$ 30.00
20	Clothes	2539	EA	Pro Polo Polo Shirts Moisture Wicking 100% Poly	10%	$ 0.29	$ 0.37	$ 31.00
21	Clothes	3480	EA	Quick-Dry Tee Shirt 100% Poly	10%	$ 0.19	$ 0.25	$ 21.00
22	Clothes	3770	EA	Lined Service Jacket 65/35 Poly Cotton	10%	$ 0.30	$ 0.40	$ 34.00
23	Clothes	3380	EA	High Image Jacket 65/35 Poly Cotton	10%	$ 0.36	$ 0.46	$ 38.00
24	Clothes	3417	EA	Coverall 7.5 oz 65/35 Poly Cotton	10%	$ 0.19	$ 0.28	$ 160.00
25	Clothes	965	EA	White Lab Coat 65/35 Poly Cotton	10%	$ 0.19	$ 0.24	$ 20.00
26	Clothes	63497	EA	White Polyester Butcher Coat 100% Poly	10%	$ 0.30	$ 0.36	$ 24.00
27	Carhartt	5184	EA	Carhartt Shirt 100% Cotton	10%	$ 0.26	$ 0.38	$ 28.00
28	Carhartt	3982	EA	Carhartt 8 Pocket Jeans 100% Cotton	10%	$ 0.28	$ 0.37	$ 27.00
29	Carhartt	3982	EA	Carhartt Carpenter Jeans 100% Cotton	10%	$ 0.28	$ 0.37	$ 30.00
30	Carhartt	280	EA	Carhartt Work Pants 100% Cotton	10%	$ 0.32	$ 0.43	$ 32.00
31	Carhartt	280	EA	Flame Redtape Pant	10%	N/A	$ 0.56	$ 48.00
32	Carhartt	280	EA	Flame Redtape Carpenter Jean	10%	N/A	$ 0.39	$ 48.00
33	Carhartt	298	EA	Flame Redtape Work Shirt	10%	N/A	$ 0.42	$ 28.00
34	Carhartt	3971	EA	Flame Redtape Work Pant	10%	N/A	$ 0.62	$ 44.00
35	Carhartt	981	EA	Flame Redtape Coverall	10%	N/A	$ 0.86	$ 64.00
36	Happy Chef	517	EA	Food Service, Chef Coat 65/35	10%	$ 0.88	$ 0.44	$ 28.00
37	Happy Chef	67927	EA	Food Service, 4-Week Apron One Size	10%	$ 0.81	$ 0.81	$ 14.00
38	Happy Chef	517	EA	Food Service, Female Chef Coat, XS-XL	10%	$ 0.88	$ 0.44	$ 25.00
41	Cintas	10194	EA	8x8 Treffle Mat	10%	N/A	$ 2.00	$ 44.00
42	Cintas	10801	EA	8x8 Rayleg Mat	10%	N/A	$ 1.50	$ 33.00
43	Cintas	54872	EA	8x8 Sparleg Mat	10%	N/A	$ 2.25	$ 49.50
44	Cintas	54822	EA	8x8 Safety Mat	10%	N/A	$ 2.25	$ 38.00
45	Cintas	54801	EA	8x8 Dogs Mat	10%	N/A	$ 2.45	$ 38.00
46	Cintas	5813	EA	24 oz Dyrite Wet Mop	10%	N/A	$ 1.50	$ 15.00
47	Cintas	40882	EA	Pulse Mop	10%	N/A	$ 2.75	$ 110.00
48	Cintas	5581	EA	Dual Chamber Mop Bucket	10%	N/A	$ 2.50	$ 135.00
49	Cintas	7118	EA	12" Microfiber Mop Head	10%	N/A	$ 0.18	$ 8.00
50	Cintas	7021	EA	18" Microfiber Mop Head	10%	N/A	$ 0.48	$ 12.00
51	Cintas	7148	EA	Microfiber Mop Handle	10%	N/A	$ 0.88	$ 20.00

Customer Items					Proposed Price/Replacement				
Item Number	Make	Supplier Item Number	UOM	Description	Discount (percentage from Discount by Category)	Purchase Price	Current Unit/UOM Price	Make/Model of Quoted Item (if different)	Description of Quoted Item (if different)
1	Chrisa	635	EA	Comfort Work Shirt 65/35 Poly/Cotton	10%	$16.64	$17.38		
2	Chrisa	778	EA	High Image Work Shirt 65/35 Poly/Cotton	10%	$26.45	$29.38		
3	Chrisa	46378	EA	High Image Women Work Shirt 65/35 Poly/Cotton	10%	$25.97	$28.86		
4	Chrisa	945	EA	Cotton Work Pant 65/35 Poly/Cotton	40%	$27.98	$18.79		
5	Chrisa	969	EA	Flooded Comfort Work Pant 65/35 Poly/Cotton	30%	$27.98	$19.79		
6	Chrisa	970	EA	Comfort Work Cargo Pant 65/35 Poly/Cotton	24%	$34.98	$27.48		
7	Chrisa	970	EA	Comfort Work Cargo Short 65/35 Poly/Cotton	43%	$19.99	$11.39		
8	Chrisa	965	EA	Women's Comfort Work Shirt W/Pocket 65/35 Poly Cot	10%	$27.99	$29.75		
9	Chrisa	980	EA	Cotton Work Shirt 100% Cotton	35%	$34.99	$22.99		
10	Chrisa	943	EA	Cotton Work Pant 100% Cotton	35%	$21.99	$14.19		
11	Chrisa	964	EA	Jean Pant 100% Cotton	10%	$19.19	$27.71		
12	CheWorks	93570	EA	CheWorks Chef Coat 65/35 Poly Cotton Rental Only	10%	$29.99	$32.99	85375	CheWorks Coat Vent Chef Coat 65/35 Poly Cotton LS Direct Sale
13	CheWorks	71125	EA	Elastic Waist Chef Pant W/Drawstring 65/35 Poly/Cotton	30%	$27.99	$19.79	85520	Happy Chef Pant 65/35 Poly/Cotton Direct Sale
14	Chrisa	988	EA	Food Processing Shirt White/Blue (no pockets, stripes)	10%	$20.99	$22.75		
15	Chrisa	974	EA	Executive Dress Shirt 67/33 Poly/Cotton	30%	$37.99	$39.39		
16	Chrisa	975	EA	High Image Performance Polo Shirt 100% Microfiber Poly	30%	$29.99	$21.99		
17	Chrisa	86375	EA	Women's High Image Performance Polo Shirt 100% Micro	30%	$26.99	$19.99		
18	Chrisa	980	EA	Women's Fit Comfort Work Shirt 65/35 Poly/Cotton Blen	30%	$27.99	$19.79		
19	Chrisa	965	EA	Women's Fit Comfort Work Shirt 65/35 Poly/Cotton	30%	$27.99	$19.79		
20	Chrisa	998	EA	Pre-Knit Polo Shirts Multiple Colors 100% Poly	35%	$34.99	$22.99		
21	Chrisa	999	EA	Pre-Knit Polo Shirts 100% Poly	30%	$24.99	$17.85		
22	Chrisa	970	EA	Lined Service Jacket 65/35 Poly/Cotton	35%	$27.99	$30.39		
23	Chrisa	968	EA	High Image Jacket 65/35 Poly/Cotton	35%	$39.99	$49.99		
24	Chrisa	823	EA	Coverall 7.5 oz 65/35 Poly/Cotton	30%	$25.99	$29.99		
25	Chrisa	925	EA	White Lab Coat 65/35 Poly/Cotton Rental Only	30%	$24.99	$26.49	85515	White Lab Coat 65/35 Poly/Cotton LS Direct Sale
26	Chrisa	83457	EA	White Polyester Butcher Coat 100% Poly	10%	$25.19	$27.71		
27	Carhartt	984	EA	Carhartt Shirt 100% Cotton Rental Only	10%	$72.99	$80.99	984	Chrisa Women Carhartt Direct Sale
28	Carhartt	985	EA	Carhartt Pocket Jersey 100% Cotton Rental Only	10%	$38.99	$42.99	74807	Carhartt Pocket Jersey 100% Cotton Direct Sale
29	Carhartt	983	EA	Carhartt Carpenter Jean 100% Cotton Rental Only	10%	$48.19	$47.91	74808	Carhartt Carpenter Jeans 100% Cotton Direct Sale
30	Carhartt	985	EA	Carhartt Work Pants 100% Cotton Rental Only	10%	$47.49	$52.48	74808	Carhartt Work Pants 100% Cotton Direct Sale
31	Carhartt	980	EA	Carhartt Fit Jean Rental Only	10%	$84.99	$97.15	63869	Carhartt Canvas Jean Direct Sale
32	Carhartt	980	EA	Carhartt Fit Carpenter Jean Rental Only	10%	$70.59	$77.91	70810	Carhartt Fit Carpenter Jean Direct Sale
33	Carhartt	294	EA	Carhartt Fit Work Shirt Rental Only	10%	$69.49	$73.14	85087	Carhartt Fit Work Shirt Direct Sale
34	Carhartt	971	EA	Carhartt Fit Work Pant Rental Only	10%	$47.99	$52.49	70844	Ripstop Fit Pant Direct Sale
35	Carhartt	981	EA	Carhartt Fit Overall Rental Only	10%	$110.99	$121.78	5028	Tentside Flex Fit Overall Direct Sale
36	Happy Chef	8945	EA	Happy Chef Food Service, Poly Shirt 2 1/2"	10%	$20.99	$22.79	85499	Cotton Ripper Snap Polo Direct Sale
37	Happy Chef	917	EA	Happy Chef Food Service, Chef Coat Full	10%	$83.99	$94.53	100487	Chrisa Classic Chef Coat Direct Sale
38	Happy Chef	69027	EA	Happy Chef Food Service, Women Apron, One Size	30%	$4.99	$7.49	85076	Chrisa Bib Apron Direct Sale
39	Happy Chef	917	EA	Happy Chef Food Service, Female Chef Coat 2-pc	10%	$85.99	$93.99	100488	Chrisa Classic Chr Coat Womens Direct Sale
40	Happy Chef	48388	EA	Happy Chef Food Service, Chef Hat, Standard Blend	40%	$4.99	$8.49		
41	Happy Chef	100445	EA	Happy Chef Food Service, Skull Cap, Hat Top-Chicago	30%	$2.99	$3.59		

Hand & Head Protection Program Options

Chrisa Item Number	Hand Protection Program	Lease/Week	LR Rates
859320700	13" Class 00 Rubber Insulating Gloves - Yellow	$	55.25
859320350	11" Class 00 Rubber Insulating Gloves - Black	$	55.25
754910300	ARC Guard FR Knit Glove	$	21.75
869980000	10" Leather Protectors	$	21.00
601960600	Canvas Glove Bag	$	21.00
	Hand Protection Weekly Cost	$ 8.07	
	Head Protection Program		
601940000	Clear Safety Glass	$	4.00
745090300	12cal PureView Faceshield	$	105.00
745010000	MSA Slotted Hard Hat - White	$	21.00
823370200	12cal Balaclava - NAVY	$	17.00
744370260	Electric Gear Bag	$	30.00
	Head Protection Weekly Cost	$ 3.93	
	Total Program Weekly Cost	$ 12.00	

Available Glove Sizes 8-12

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190985
DATE: 04/12/19

VENDOR 16248

TO: MATHEWS/BAXTER & WOODMAN, INC.
477 S. ROSEMARY AVE.
SUITE 330
WEST PALM BEACH, FL 33401

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

REQUISITION NO. 73200	ORDERING DEPARTMENT: ENGINEERING/AGGA/MS		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	23160.00	DL	TASK 1.1 TRAFFIC COUNTS TASK #UT-3D-01 RFQ # 046-2821-17/TP RESOLUTION # R18-103 COMMISSION APPROVED 03/06/18	1.0000	23160.00
2	2789.00	DL	TASK 2.1 - TRAFFIC CALMING MEASURES	1.0000	2789.00
3	4792.00	DL	TASK 2.3-ALTERNATIVE TRAFFIC CALMING DEVELOPMENT	1.0000	4792.00
4	4725.00	DL	TASK 3.1 - CONCEPT SKETCHES	1.0000	4725.00
5	1440.00	DL	TASK 3.2 - TEMPORARY INSTALLATION	1.0000	1440.00
6	3722.00	DL	TASK 3.3 - DATA ANAYLSIS	1.0000	3722.00
7	2437.00	DL	TASK 3.3 - ORDINANCE REVIEW & STRENGTHENING	1.0000	2437.00
8	7136.00	DL	TASK 4.1 - PREFERRED ALTERNATIVE GEOMETRIC DESIGN	1.0000	7136.00
9	2858.00	DL	TASK 4.2-ESTIMATE OF COST & SCHEDULE	1.0000	2858.00
10	5798.00	DL	TASK 4.3-DRAFT TRAFFIC CALMING REPORT	1.0000	5798.00
11	3374.00	DL	TASK 4.4-FINAL TRAFFIC CALMING REPORT	1.0000	3374.00
12	2186.00	DL	TASK 4.5-COST ESTIMATE	1.0000	2186.00
13	3160.00	DL	TASK 5-MEETINGS (TOTAL OF 3)	1.0000	3160.00

PROCUREMENT SERVICES:	MEF 4/12/19	P.O. TOTAL:

ACCOUNT NO.
303-4905-580.63-08

PROJECT
CP0266

PURCHASING

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190985
DATE: 04/12/19

VENDOR 16248

TO: MATHEWS/BAXTER & WOODMAN, INC.
477 S. ROSEMARY AVE.
SUITE 330
WEST PALM BEACH, FL 33401

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

REQUISITION NO. 73200	ORDERING DEPARTMENT: ENGINEERING/AGGA/MS		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
14	1360.00 DL	TASK 6-QUALITY ASSURANCE/QUALITY CONTROL	1.0000	1360.00

REMARKS:
FOREST PARK TRAFFIC STUDY
RFQ #046-2821-17/TP
TASK ORDER UT-3D-01

PROCUREMENT SERVICES:	MRF 4/12/19	P.O. TOTAL:	68937.00

ACCOUNT NO.
303-4905-580.63-08

PROJECT
CP0266

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

Date: 4/4/2019

Requesting Department: PW/Engineering **Contact Person:** Marc Saavedra

Explanation for Purchase:
This is for a Forest Park traffic study of the area. They will be placing traffic counters in various locations, do speed data, a crash analysis, how to determine traffic calming measures, an alternative temporary installation, create a design and final report.

TASK Order UT-3D-01

Recommended Vendor Mathews/Baxter & Woodman

Dollar Amount of Purchase $68,937

Source for Purchase (check and attach backup materials):

Three Written Quotations	☐	GSA	☐
State Contract	☐	PRIDE/RESPECT	☐
SNAPS	☐	Sole Source	☐
Piggy-Back	☐	Budgeted Item	☐
Emergency Purchase	☐	Other	☒

Contract Number: RFQ 046-2821-17/TP

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

Fund Source for Purchase:
303-4905-580-6308, project #CP0266

Approvals:

Department Head	[signature]	Date	4/5/19
Purchasing Agent	MEF	Date	4/9/19
Asst City Manager		Date	
City Manager	[signature]	Date	4/11/19

Form Revised 02/01/02

PURCHASE REQUISITION NBR: 0000073200

REQUISITION BY: ENGINEERING/AGGA/MS

STATUS: DEPT APPROVAL
REASON: FOREST PARK TRAFFIC STUDY FOR NEIGHBORHOOD

DATE: 2/12/19

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 16248 MATHEWS/BAXTER & WOODMAN, INC.

DELIVER BY DATE: 2/13/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
12	TASK 4.5-COST ESTIMATE COMMODITY: MARKERS, PLAQUES,SIGNS SUBCOMMOD: TRAFFIC COUNTERS/ACCESS	2186.00	DL	1.0000	2186.00	
13	TASK 5-MEETINGS (TOTAL OF 3) COMMODITY: MARKERS, PLAQUES,SIGNS SUBCOMMOD: TRAFFIC COUNTERS/ACCESS	3160.00	DL	1.0000	3160.00	
14	TASK 6-QUALITY ASSURANCE/QUALITY CONTROL COMMODITY: MARKERS, PLAQUES,SIGNS SUBCOMMOD: TRAFFIC COUNTERS/ACCESS	1360.00	DL	1.0000	1360.00	

REQUISITION TOTAL: 68937.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	23160.00
2	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	2789.00
3	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	4792.00
4	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	4725.00
5	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	1440.00
6	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	3722.00
7	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	2437.00
8	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	7136.00
9	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	2858.00
10	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	5798.00
11	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	3374.00
12	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	2186.00
13	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	3160.00
14	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	1360.00
					68937.00

KFQ 046-2821-17/TP
TASK Order UT-3D-01

APPROVALS

City Manager _____ Date 4/11/19
Finance Dept _____ Date 4/9/19
Risk Manager Cost App by Risk Date 4/11/19
City Attorney _____ Date _____

PURCHASE REQUISITION NBR: 0000073200

REQUISITION BY: ENGINEERING/AGGA/MS

STATUS: DEPT APPROVAL
REASON: FOREST PARK TRAFFIC STUDY FOR NEIGHBORHOOD

DATE: 2/12/19

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 16248 MATHEWS/BAXTER & WOODMAN, INC.

DELIVER BY DATE: 2/13/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	TASK 1.1 TRAFFIC COUNTS TASK #UT-3D-01 RFQ # 046-2821-17/TP RESOLUTION # R18-103 COMMISSION APPROVED 03/06/18 COMMODITY: MARKERS, PLAQUES,SIGNS SUBCOMMOD: TRAFFIC COUNTERS/ACCESS	23160.00	DL	1.0000	23160.00	
2	TASK 2.1 - TRAFFIC CALMING MEASURES COMMODITY: MARKERS, PLAQUES,SIGNS SUBCOMMOD: TRAFFIC COUNTERS/ACCESS	2789.00	DL	1.0000	2789.00	
3	TASK 2.3-ALTERNATIVE TRAFFIC CALMING DEVELOPMENT COMMODITY: MARKERS, PLAQUES,SIGNS SUBCOMMOD: TRAFFIC COUNTERS/ACCESS	4792.00	DL	1.0000	4792.00	
4	TASK 3.1 - CONCEPT SKETCHES COMMODITY: MARKERS, PLAQUES,SIGNS SUBCOMMOD: TRAFFIC COUNTERS/ACCESS	4725.00	DL	1.0000	4725.00	
5	TASK 3.2 - TEMPORARY INSTALLATION COMMODITY: MARKERS, PLAQUES,SIGNS SUBCOMMOD: TRAFFIC COUNTERS/ACCESS	1440.00	DL	1.0000	1440.00	
6	TASK 3.3 - DATA ANAYLSIS COMMODITY: MARKERS, PLAQUES,SIGNS SUBCOMMOD: TRAFFIC COUNTERS/ACCESS	3722.00	DL	1.0000	3722.00	
7	TASK 3.3 - ORDINANCE REVIEW & STRENGTHENING COMMODITY: MARKERS, PLAQUES,SIGNS SUBCOMMOD: TRAFFIC COUNTERS/ACCESS	2437.00	DL	1.0000	2437.00	
8	TASK 4.1 - PREFERRED ALTERNATIVE GEOMETRIC DESIGN COMMODITY: MARKERS, PLAQUES,SIGNS SUBCOMMOD: TRAFFIC COUNTERS/ACCESS	7136.00	DL	1.0000	7136.00	
9	TASK 4.2-ESTIMATE OF COST & SCHEDULE COMMODITY: MARKERS, PLAQUES,SIGNS SUBCOMMOD: TRAFFIC COUNTERS/ACCESS	2858.00	DL	1.0000	2858.00	
10	TASK 4.3-DRAFT TRAFFIC CALMING REPORT COMMODITY: MARKERS, PLAQUES,SIGNS SUBCOMMOD: TRAFFIC COUNTERS/ACCESS	5798.00	DL	1.0000	5798.00	
11	TASK 4.4-FINAL TRAFFIC CALMING REPORT COMMODITY: MARKERS, PLAQUES,SIGNS SUBCOMMOD: TRAFFIC COUNTERS/ACCESS	3374.00	DL	1.0000	3374.00	

PURCHASE REQUISITION NBR: 0000073200

REQUISITION BY: ENGINEERING/AGGA/MS

STATUS: DEPT APPROVAL
REASON: FOREST PARK TRAFFIC STUDY FOR NEIGHBORHOOD

DATE: 2/12/19

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 16248 MATHEWS/BAXTER & WOODMAN, INC.

DELIVER BY DATE: 2/13/19

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

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

REVISION TO PROPOSAL FORTH COMING FROM ENGINEERING STAFF

RFQ 046-2821-17/TP, Scope D

Greco-Arencibia, Adrianna

From: Saavedra, Marc
Sent: Monday, February 11, 2019 12:24 PM
To: Greco-Arencibia, Adrianna
Subject: Mathews Consulting - Traffic Study Proposal
Attachments: DRAFTScope_Rev20190206.pdf

Hey Adrianna,

Please see attached the proposal from Mathews Consulting for the Forest Park Traffic Study. Not sure if you need to know this, but we want to issue a PO for $104,019. We'll consider the work for the remaining 41k as it draws closer.

Thanks,

Marc Saavedra
Associate Engineer
Public Works, Engineering
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 3301 Quantum Blvd., Suite 101 | Boynton Beach, Florida 33426
561-742-6267 | 561-742-6357
SaavedraM@bbfl.us | boynton-beach.org/
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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.

Acct #: 303-4905-580-63-08
Project #: CP0266
Task #: UT-3D-01
RFQ No. 016-2821-17/TP
Reso No R18-103
Commission Appd: 3/6/18

Greco-Arencibia, Adrianna

From: Javier, Andrea
Sent: Monday, February 11, 2019 2:53 PM
To: Greco-Arencibia, Adrianna
Cc: Miller, Keyla
Subject: Re: Baxter & Woodman COI

Approved

Andrea Javier, IPMA-CP
Benefits Administrator
Human Resources and Risk Management
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 3301 Quantum Blvd., Suite 101 | Boynton Beach, Florida 33426
561-742-6044
JavierA@bbfl.us | boynton-beach.org/
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From: Greco-Arencibia, Adrianna
Sent: Monday, February 11, 2019 12:30:57 PM
To: Certificate of Insurance
Cc: Javier, Andrea
Subject: FW: Baxter & Woodman COI

Good afternoon,

Could you please review the attached COI and let me know if it meets City requirements? Thank you

Adrianna Greco-Arencibia
Assistant to Director
Public Works / Solid Waste
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 222 N.E. 9th Ave. | Boynton Beach, Florida 33435
561-742-6596 | 561-742-6211
Greco-ArencibiaA@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.

From: Rebecca Travis <rtravis@baxterwoodman.com>
Sent: Monday, February 11, 2019 1:12 PM
To: Greco-Arencibia, Adrianna <Greco-ArencibiaA@bbfl.us>
Subject: Baxter & Woodman COI

Adrianna,
Please find attached the updated COIs and the signed W-9 form as requested.

Rebecca Travis, P.E.
Vice President
Florida Division Manager

MATHEWS CONSULTING
a BAXTER & WOODMAN company

main: 561-655-6175, ext 7715, direct: 561-425-7715
cell: 561-308-7544
email: rtravis@baxterwoodman.com
www.baxterwoodman.com
477 S. Rosemary Avenue, Suite 330
West Palm Beach, FL 33401

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Work Order No.___
City of Boynton Beach
Baxter and Woodman, Inc.
For
Boynton Beach Traffic Calming Study

This Work Order, when executed, shall be incorporated in and become an integral part of the Agreement for professional services between the City of Boynton Beach (City), Florida and Baxter & Woodman, Inc. (Consultant), dated August 20, 2018, hereafter referred to as the Agreement.

BACKGROUND

Residents of the Forest Park neighborhood within the City of Boynton Beach have observed increased levels of traffic and speeding within the neighborhood. In order to discourage cut through traffic and potential speeding the residents of the neighborhood have requested that the City install traffic calming features on local streets. In an effort to investigate the claims of the Forest Park residents, the City has contracted with Consultant to perform a traffic calming study in the Forest Park neighborhood. The traffic calming study shall include elements that provide data driven analysis on traffic and speeding characteristics to identify potential traffic calming structure locations to be installed within the neighborhood. Consultant shall ascertain which structures installed within the neighborhood provide the most effective traffic calming.

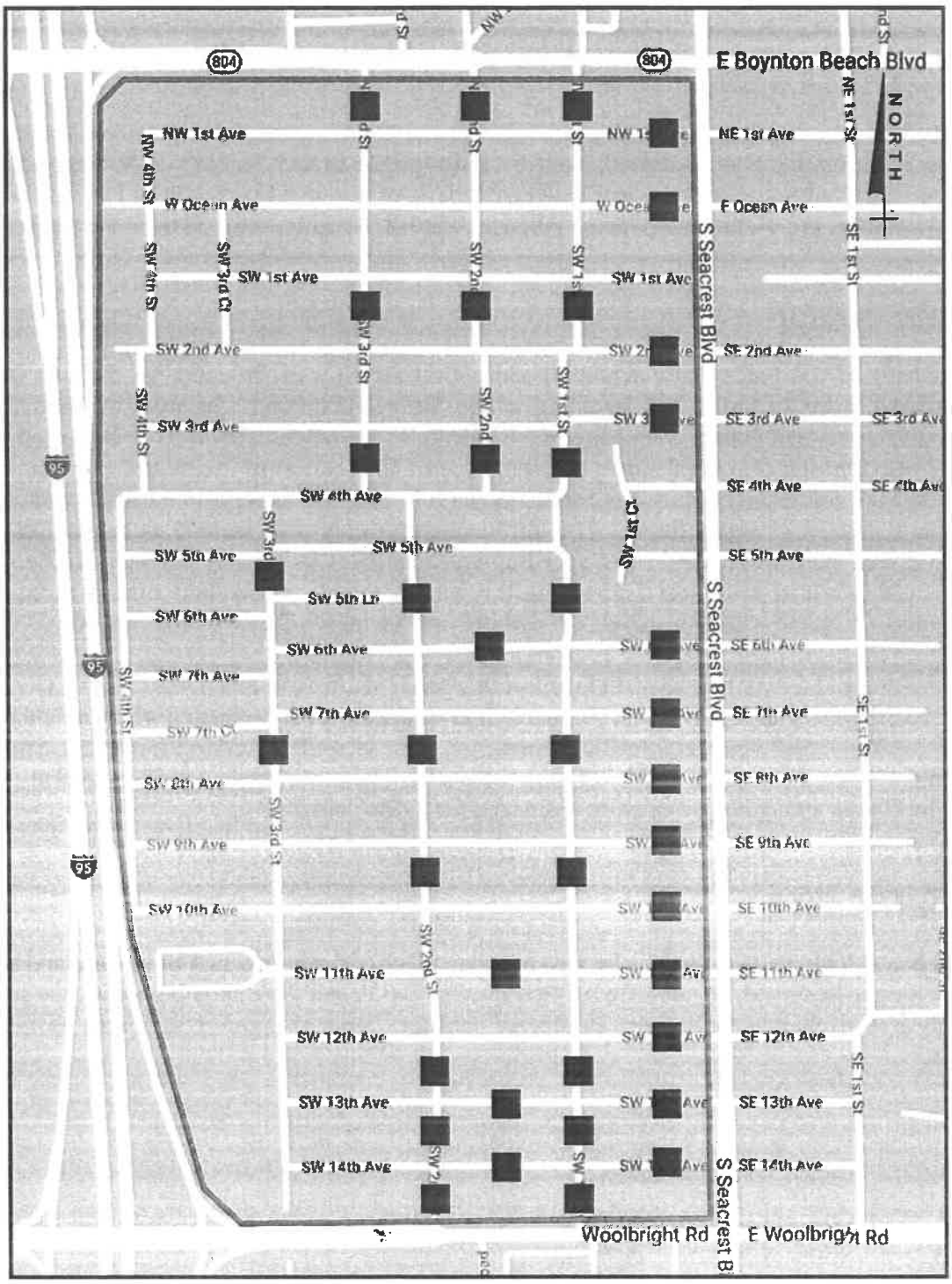
In addition and for conformity with the Florida Manual of Uniform Standards (Florida Greenbook, Ch. 15), the study shall provide recommendations on procedure for selecting which neighborhoods and roadways participate in a traffic calming program as well as develop minimum criteria that would warrant the need for traffic calming measures. These recommendations will likely be used by the City to strengthen its existing ordinance for traffic calming.

PROJECT AREA

The Forest Park neighborhood is located between SR-9/I-95 and Seacrest Boulevard and between Woolbright Road and Boynton Beach Boulevard. The Forest Park neighborhood consists of the study area, excluding the Seacrest Boulevard corridor. Refer to Figure 1 for a map of the project area.

Figure 1

Forest Park Traffic Study
Proposed Traffic Counter Locations



Project Area

Traffic Counter Location

SCOPE OF WORK

The following is a description of the Scope of Services to be provided under this Task Order No. ____: Consultant shall provide engineering services for the "*Boynton Beach Traffic Calming Study*" project.

Data Collection

The Consultant shall obtain, review and evaluate the following information if available:

- Aerial photography
- Utility atlases
- Right of way, lane and street widths
- Geographical Information System (GIS)
- Property data
- Latest available five-year crash history
- Traffic citations
- Existing traffic control devices and signs
- Local Police Department – For emergency routes
- Local Fire Department – For emergency routes

Traffic Counts and Speed Data

Collect automated traffic counts and speed data in the above described project area using Radar Recorders. Data collection efforts shall consist of 24-hour collection at every other block or as dictated by site conditions or based on engineering judgement. Average daily traffic and 85th percentile speed for each street shall be determined in accordance with guidelines of the Manual on Uniform Traffic Control Devices (MUTCD). This process shall be performed twice: 1) when evaluating existing site conditions, and 2) after temporary traffic calming measures installation.

Crash Data Analysis

Obtain and review latest available five years of crash data. Analyze and summarize the crash data and determine patterns, if any. Summarize the prevailing time for crash occurrences and determine any correlation with peak-hour cut-through traffic (if in fact confirmed.) The crash data shall include Woolbright Road, Seacrest Boulevard and Boynton Beach Boulevard and shall extend 250 feet on all legs of any signalized intersection and 100 feet on all legs of any stop sign controlled intersection to account for any influence area crashes. The crash data for SR-9/I-95 corridor and its associated ramps shall not be considered or evaluated.

Traffic Calming Measures

Analyze the data collected from activities documented above and assign the most appropriate traffic calming features given traffic counts, prevailing speeds, roadway

geometry, presence of curb, existence of bus routes, impacts on drainage and sanitary collection, availability of right-of-way, dead-ends/cul-de-sacs, etc.

Traffic Calming Development

Analyze, develop and propose best practices for traffic calming structures at each location identified by the analysis within the project area. Conduct office review of critical street cross sections, street right-of-way, impacts and design constraints. Using Autoturn software - a module of Microstation - evaluate truck turning movements for standard delivery vehicle. Document and summarize office selection of proposed traffic calming structures, which will become the basis for the preferred alternative for temporary installation.

Preferred Alternative Temporary Installation

Prepare typical installation sketches for preferred alternative of temporary traffic calming features which shall be provided to the City. Subsequently, and as directed by the City of Boynton Beach, the City shall coordinate the acquisition and installation of the temporary features as well as associated signage in the field. The temporary traffic calming structures shall be left in the field for a minimum of three (3) weeks post installation for a community adjustment period. Following the installation and community adjustment period, the Consultant shall collect speed and traffic data with the temporary calming features in situ.

The Consultant shall perform an analysis on the speed and traffic data and compare the new data set to original data collected for existing conditions. A summary of the findings and analysis shall identify the effectiveness of the temporary traffic calming measure.

Primary Design and Final Report

The Consultant shall prepare primary design documents, which include conceptual designs, signage and pavement markings in locations selected for traffic calming improvements. The conceptual design shall account for design constraints and limitations such as clear zone, obstructions, drainage impacts and identification of potential design variances and/or exceptions. Further, a cost estimate for the preferred alternative based on primary design shall be developed. Findings of temporary installation of traffic calming features, study recommendations, primary designs and cost estimate shall be documented in a draft report, which shall be submitted to the City of Boynton Beach for review and comment. Subsequent to implementation of comments received from the City, the Consultant shall prepare the final report, which shall be delivered to the City.

Meetings

Consultant shall attend up to three (3) meetings with the City. The Consultant shall attend one (1) Kick-Off Meeting with City staff for the purpose of verifying the City's goals, objectives and design standards for the project. The Consultant shall attend one (1) Draft Review Meeting to review City comments to the Draft Report and preliminary design.

Consultant shall attend one (1) Update Meeting with City Staff to review project deadlines, schedule and scope, and to identify any items of interest. Any meetings other than those documented herein identified by the City or the Consultant shall be considered additional services.

Quality Assurance Quality Control (QAQC)

All materials, including draft and final traffic calming reports, prepared by the Consultant for submittal to the City staff and/or public shall follow the Consultant's internal quality assurance quality control review process.

Budget Summary

Attachment A documents the summary of the traffic calming study budget and shows the tasks/activities to be performed during the study and report phase, staff hours and the total cost.

Assumptions

City shall provide right-of-way information, as-built plans, raw and summarized crash data. Aerial photogrammetry data from the City or County database shall be utilized for the base drawing information. Survey data collection is not included within the scope of work of this study and shall constitute additional services if the need for survey data collection arises. All proposed design shall be developed to fit within the existing right-of-way. Also, the fee proposal takes into account three meetings. Any further meetings identified during the course of the study shall be considered additional services.

The scope does not include assistance with charrette or other public presentations. Activities related to charrette will be discussed when and if the City identifies and defines the need.

DELIVERABLES

Deliverable Description	Copies and Format
Alternative Concept	One (1) Copy – PDF, CD
Draft Traffic Calming Report	Four (4) Copies – Physical Report, Bound One (1) Copy – PDF, CD
Final Traffic Calming Report	Four (4) Copies – Physical Report, Bound One (1) Copy – PDF, CD
Meetings Minutes	One (1) Copy for Each Meeting – PDF, e-mail

SCHEDULE

Description	End Date	Time (weeks)	Cumulative Weeks
Notice to proceed	3/25/2019	-	-
Traffic Counter Location Selection	4/8/2019	2 weeks	2 week
Traffic Counter Data Collection One (Existing Conditions Baseline)	5/6/2019	4 weeks	6 weeks
Data Analysis/Development of Alternative	5/20/2019	2 weeks	8 weeks
City Review of Alternative	6/3/2019	2 weeks	10 weeks
Alternative - Field Installation (by City)	6/17/2019	2 weeks	12 weeks
Community Traffic Adjustment Period	7/8/2019	3 weeks	15 weeks
Traffic Counter Data Collection Two	8/5/2019	4 weeks	19 weeks
Final Data Analysis	8/19/2019	2 weeks	21 weeks
Preparation of Draft Report	9/16/2019	4 weeks	25 weeks
City Review of Draft Report	9/30/2019	4 weeks	29 weeks
Final Report	10/28/2019	3 weeks	32 weeks

Refer to Attachment B for a graphical rendering of the proposed schedule.

ATTACHMENT A

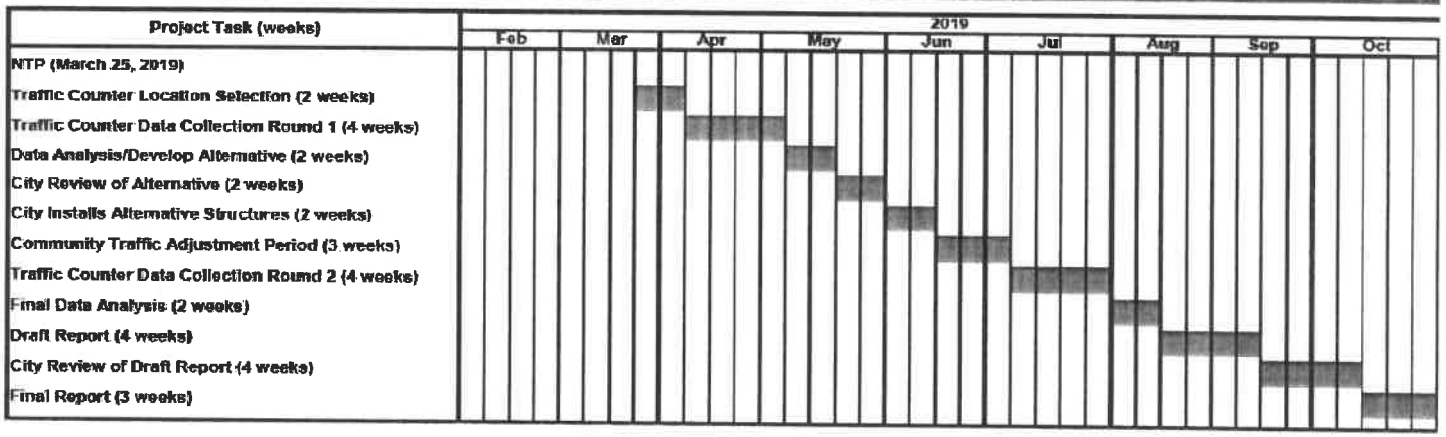
City of Boynton Beach - Forest Park Neighborhood - Traffic Calming

Budget Summary

		Labor Classification and Hourly Rates										
		Principal Engineer	Project Manger	Senior Engineer	Senior Engineer	Engineer	Engineer Technician	CAD Technician	RPR Inspector	Clerical/ Admin	Total Labor	Temporary Traffic Calming Installation
Phase No.	Task Description	$170.00	$165.00	$155.00	$155.00	$112.00	$110.00	$92.00	$90.00	$70.00		
I	**Study and Report Phase**											
	Task 1.1 Traffic Counts		2		10	190					$23,160	
	Task 1.2 Origin/Destination **Technical Memorandum**										$0	
	Task 2.1 Traffic Calming Measures	2	2		5	12					$2,789	
	Task 2.2 Public Survey										$0	
	Task 2.3 Traffic Calming Development	2	3	3	12	8		8			$4,792	
	Task 3.1 Typical Installation Details	2	3		6	10		20			$4,725	
	Task 3.2 Temporary Installation								16		$1,440	
	Task 3.3 Data Analysis	2	4		6	16					$3,722	
	Task 3.3 Ordinance Review & Strengthening	2	3	3	3	6					$2,437	
	Task 4.1 Preferred Alternative Geometric Design	2	4	2	6	24		24			$7,136	
	Task 4.2 Estimate of Cost and Schedule	2	2		4	14					$2,858	
	Task 4.3 Draft Traffic Calming Report		6		8	24		5		6	$5,798	
	Task 4.4 Final Traffic Calming Report	2	4		6	10		2		2	$3,374	
	Task 4.5 Cost Estimate	2	2	2	2	8					$2,186	
	Task 5 Meetings (Total of 3)		9		9					4	$3,160	
	Task 6 Quality Assurance/Quality Control	8									$1,360	
	Subtotal	**26**	**44**	**10**	**77**	**322**	**0**	**59**	**16**	**12**	**$68,937**	**$0**
	Labor Subtotal Hours	26	44	10	77	322	0	59	16	12		$0
	Labor Subtotal Costs	$4,420	$7,260	$1,550	$11,935	$36,064	$0	$5,428	$1,440	$840		
	Labor Total Costs	$68,937										
	Subconsultant Costs Total	$0										
	Subconsultant Multiplier	1										
	Subconsultant Total	$0										
	Reimbursable Expenses	$6,000										
	Project Total	$74,937										

ATTACHMENT B

Boynton Beach Traffic Calming Study - Project Schedule



6.F.
CONSENT AGENDA
3/6/2018

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 3/6/2018

REQUESTED ACTION BY COMMISSION: Approve the rankings as recommended by the Selection Committees and authorize staff to conduct negotiations with the recommended top ranked proposers in each of the five (5) Scope Categories, to establish contracts in accordance with Request for Qualifications (RFQ) No. 046-2821-17/TP for General Consulting Services and as per Florida Statute 287.055, otherwise known as the Consultants' Competitive Negotiation Act (CCNA). At completion of negotiations, contracts will be brought back to the Commission for approval.

EXPLANATION OF REQUEST:
On September 26, 2017, pursuant to the Consultants' Competitive Negotiation Act (CCNA), Procurement Services opened a total of sixty-five (65) proposals in response to the "Request for Qualifications for General Consulting Services." This RFQ was issued seeking qualifications from firms interested in providing general engineering consulting services to the City.

The general consulting services were separated into five (5) scope categories: Scope A – Water Plant Modifications, Capacity and Operation Evaluation; Scope B – Infrastructure Improvements and Evaluations; Scope C – Ancillary Studies and Services; Scope D – Transportation Services; Scope E – Architectural and Landscape Design Services. Per the RFQ, a minimum of two (2) and a maximum of three (3) firms would be selected in each category.

After reviewing all proposals in accordance with the evaluation criteria contained in the RFQ, in five (5) different public meetings, the selection committees scored and ranked the firms and shortlisted the following firms:

SCOPE A	RANKING
Carollo Engineers, Inc.	1
CH2M Hill Engineers, Inc.	2
AECOM Technical Services, Inc.	3
CDM Smith, Inc.	Tie
Globaltech, Inc.	Tie

SCOPE B	RANKING
Arcadis U.S., Inc.	1
Carollo Engineers, Inc.	2
CDM Smith, Inc.	3
AECOM Technical Services, Inc.	4

SCOPE C	RANKING
Carollo Engineers, Inc.	1
CDM Smith, Inc.	2
Collective Water Resources, Inc.	Tie
Globaltech, Inc.	Tie

SCOPE D	RANKING
Kimley-Horn & Associates, Inc.	1
Calvin, Giordano & Associates, Inc.	2
Mathews Consulting	3
Michael B. Schorah & Assoc., Inc.	4
Erdman Anthony of Florida, Inc.	5

SCOPE E	RANKING
Gentile Glas Holloway O'Mahoney & Assoc., Inc.	1
West Architecture + Design, LLC.	2
Song + Associates	3
Alexis Knight Architects, Inc.	4
CPH, Inc.	Tie
	Tie

Synalovski Romanik Saye, LLC	

In accordance with the process outlined in the RFQ, the shortlisted firms and their teams were invited to participate in oral interviews.

Subsequent to the interviews, the selection committees independently scored each proposal and in five (5) publicly noticed final ranking meetings held on February 23, 2018, the committees disclosed their scores for the interviews.

The Final Rankings are as follows:

SCOPE A	RANKING
Carollo Engineers, Inc.	1
CH2M Hill Engineers, Inc.	2
Globaltech, Inc.	3
AECOM Technical Services, Inc.	Tie
CDM Smith, Inc.	Tie

SCOPE B	RANKING
Carollo Engineers, Inc.	1
Arcadis U.S., Inc.	2
AECOM Technical Services, Inc.	Tie
CDM Smith, Inc.	Tie

SCOPE C	RANKING
Carollo Engineers, Inc.	1
CDM Smith, Inc.	2
Globaltech, Inc.	3
Collective Water Resources	4

SCOPE D	RANKING
Kimley-Horn and Assoc., Inc.	1
Calvin, Giordano & Assoc., Inc.	2
Mathews Consulting	3
Michael B. Schorah & Assoc., Inc.	4
Erdman Anthony of Florida, Inc.	5

SCOPE E	RANKING
Gentile Glas Holloway O'Mahoney & Assoc., Inc.	1
Alexis Knight Architects, Inc.	2
West Architecture + Design, LLC	3
CPH, Inc.	4
Song + Associates	5

Based upon these scores, the Committees unanimously voted to accept the rankings and recommended by consensus to prepare an agenda item to City Commission recommending approval of these rankings and authorization to proceed in negotiating Contracts with the highest ranked firms per scope as follows:

Scope A – Carollo Engineers, Inc.(Lakeworth);
CH2M Hill Engineers, Inc.(Ft Lauderdale);
Globaltech, Inc.(Boca Raton)
Scope B – Carollo Engineers, Inc.(Lakeworth);
Arcadis U.S., Inc.(Boynton Beach)
Scope C – Carollo Engineers, Inc.(Lakeworth);
CDM Smith, Inc.(Boca Raton)
Scope D – Kimley-Horn & Assoc., Inc.(West Palm Beach);
Calvin, Giordano & Assoc., Inc.(West Palm Beach)
Scope E – Gentile Glas Holloway O'Mahoney & Assoc., Inc.(Jupiter);
Alexis Knight Architects, Inc.(Boynton Beach);
West Architecture + Design, LLC(Lantana)

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
By providing staff with the ability to negotiate for contracts, this will facilitate on-going capital improvement projects that will effectively and efficiently enhance operations City-wide.

FISCAL IMPACT: Budgeted
There is no fiscal impact as a result of this approval; contracts between the City and the selected firms will be submitted to Commission for approval.

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

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
☐	Attachment	Ranking backup

The City of
Boynton Beach

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

NOTICE OF INTENT TO NEGOTIATE/AWARD

SOLICITATION NO. **RFQ NO. 046-2821-17/TP**
SOLICITATION TITLE: **GENERAL CONSULTING SERVICES**
DATE OF NOTICE: **FEBRUARY 27, 2018**

At the Selection Committee meetings held on February 23, 2018, the Selection Committees for the above referenced solicitation scored and ranked the firms as follows:

SCOPE A - WATER PLANT MODS., CAPACITY AND OPER. EVALUATION

RANKING:	**1.**	**CAROLLO ENGINEERS, INC.**
	2.	**CH2M HILL ENGINEERS, INC.**
	3.	**GLOBALTECH, INC.**
	tie	**AECOM TECHNICAL SERVICES, INC.**
	tie	**CDM SMITH, INC.**

The Selection Committee agreed by consensus to recommend award to the three (3) highest ranked firms: CAROLLO ENGINEERS, INC., CH2M HILL ENGINEERS, INC., and GLOBALTECH, INC.

SCOPE B - INFRASTRUCTURE IMPROVEMENTS AND EVALUATIONS

RANKING:	**1.**	**CAROLLO ENGINEERS, INC.**
	2.	**ARCADIS U.S., INC.**
	tie	**AECOM TECHNICAL SERVICES, INC.**
	tie	**CDM SMITH, INC.**

The Selection Committee agreed by consensus to recommend award to the two (2) highest ranked firms: CAROLLO ENGINEERS, INC. and ARCADIS U.S., INC.

NOTICE OF INTENT TO NEGOTIATE/AWARD

SOLICITATION NO. RFQ NO. 046-2821-17/TP
SOLICITATION TITLE: GENERAL CONSULTING SERVICES
DATE OF NOTICE: FEBRUARY 27, 2018

SCOPE C - ANCILLARY STUDIES AND SERVICES

RANKING:
1. CAROLLO ENGINEERS, INC.
2. CDM SMITH, INC.
3. GLOBALTECH, INC.
4. COLLECTIVE WATER RESOURCES

The Selection Committee agreed by consensus to recommend award to the two (2) highest ranked firms: CAROLLO ENGINEERS, INC. and CDM SMITH, INC.

SCOPE D - TRANSPORTATION SERVICES

RANKING:
1. KIMLEY-HORN AND ASSOCIATES, INC.
2. CALVIN, GIORDANO & ASSOCIATES, INC.
3. MATHEWS CONSULTING
4. MICHAEL B. SCHORAH & ASSOCIATES, INC.
5. ERDMAN ANTHONY OF FLORIDA, INC.

The Selection Committee agreed by consensus to recommend award to the two (2) highest ranked firms: KIMLEY-HORN AND ASSOCIATES, INC. and CALVIN, GIORDANO & ASSOCIATES, INC.

SCOPE E - ARCHITECTURE AND LANDSCAPE DESIGN SERVICES

RANKING:
1. GENTILE GLAS HOLLOWAY O'MAHONEY & ASSOCIATES, INC.
2. ALEXIS KNIGHT ARCHITECTS, INC.
3. WEST ARCHITECTURE + DESIGN, LLC
4. CPH, INC.
5. SONG + ASSOCIATES

The Selection Committee agreed by consensus to recommend award to the three (3) highest ranked firms: GENTILE GLAS HOLLOWAY O'MAHONEY & ASSOCIATES, INC., ALEXIS KNIGHT ARCHITECTS, INC. and WEST ARCHITECTURE + DESIGN, LLC

NOTICE OF INTENT TO NEGOTIATE/AWARD

SOLICITATION NO. **RFQ NO. 046-2821-17/TP**
SOLICITATION TITLE: **GENERAL CONSULTING SERVICES**
DATE OF NOTICE: **FEBRUARY 27, 2018**

This Intent to Award will be presented to City Commission as a recommendation to approve the Selection Committee Rankings and award contracts to the highest ranked firms as listed above.

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

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

Submitted by:

Ilyse Triestman

Digitally signed by Ilyse Triestman
DN: cn=Ilyse Triestman, o, ou=Finance Department, email=triestmani@bbfl.us, c=US
Date: 2018.02.27 10:37:45 -05'00'

Ilyse Triestman, CPPO, CPPB, FCCN
Purchasing Manager

RFQ FOR "GENERAL CONSULTING SERVICES

RFQ No.: 046-2821-17/TP - SCOPE A - WATER PLANT MODIFICATIONS, CAPACITY AND OPERATIONAL EVALUATION

SUMMARY OF REVIEWERS SCORES - EVALUATION COMMITTEE MEETING - FINAL RANKING - 2/23/18 at 11:00 AM

		QUALIFICATIONS AND EXPERIENCE MAX - 25	PROJ. TEAM'S/ASSIGNED STAFF QUAL & EXPER. MAX - 40	CURRENT AND PROJECTED WORKLOAD OF PROJECT TEAM MAX - 10	PROJECT APPROACH MAX - 10	PAST PERFORMANCE / REFERENCES MAX - 10	FINANCIAL RESOURCES MAX - 5	TOTALS MAX - 100	RANKING
AECOM TECHNICAL SERVICES, INC.									
M. LOW		20.00	28.00	8.00	8.00	8.00	5.00	77.00	
J. PATERNITI		20.00	30.00	8.00	8.00	7.00	5.00	78.00	tie (4)
C. ROSCHEK		21.00	35.00	10.00	8.00	9.00	5.00	88.00	
TOTAL ALL EVALUATORS								**243.00**	
CAROLLO ENGINEERS, INC.									
M. LOW		24.00	36.00	8.00	9.00	8.00	5.00	90.00	
J. PATERNITI		25.00	40.00	8.00	8.00	7.00	5.00	93.00	1
C. ROSCHEK		24.00	36.00	10.00	9.00	9.00	5.00	93.00	
TOTAL ALL EVALUATORS								**276.00**	
CDM SMITH INC.									
M. LOW		20.00	28.00	8.00	8.00	7.00	5.00	76.00	
J. PATERNITI		20.00	35.00	10.00	8.00	7.00	5.00	85.00	tie (4)
C. ROSCHEK		20.00	30.00	10.00	8.00	9.00	5.00	82.00	
TOTAL ALL EVALUATORS								**243.00**	
CH2M HILL ENGINEERS, INC.									
M. LOW		24.00	35.00	8.00	9.00	8.00	4.00	88.00	
J. PATERNITI		20.00	35.00	9.00	7.00	7.00	5.00	83.00	2
C. ROSCHEK		22.00	35.00	10.00	9.00	9.00	5.00	90.00	
TOTAL ALL EVALUATORS								**261.00**	
GLOBALTECH, INC.									
M. LOW		22.00	34.00	8.00	8.00	8.00	4.00	84.00	
J. PATERNITI		25.00	35.00	8.00	7.00	7.00	5.00	87.00	3
C. ROSCHEK		22.00	35.00	10.00	9.00	8.00	5.00	89.00	
TOTAL ALL EVALUATORS								**260.00**	

Tabulated and verified by: I. Triestman, 2/23/18

RFQ FOR "GENERAL CONSULTING SERVICES

RFQ No.: 046-2821-17/TP - SCOPE B - INFRASTRUCTURE IMPROVEMENTS AND EVALUATIONS

SUMMARY OF REVIEWERS SCORES - EVALUATION COMMITTEE MEETING - FINAL RANKING- 2/23/18 at 2:15 PM

		QUALIFICATIONS AND EXPERIENCE MAX - 25	PROJ. TEAM'S/ASSIGNED STAFF QUAL & EXPER. MAX - 40	CURRENT AND PROJECTED WORKLOAD OF PROJECT TEAM MAX - 10	PROJECT APPROACH MAX - 10	PAST PERFORMANCE / REFERENCES MAX - 10	FINANCIAL RESOURCES MAX - 5	TOTALS MAX - 100	RANKING
AECOM TECHNICAL SERVICES, INC.									
M. LOW		22.00	33.00	9.00	8.00	8.00	5.00	85.00	
J. PATERNITI		20.00	30.00	9.00	9.00	7.00	5.00	80.00	tie
C. ROSCHEK		19.00	30.00	10.00	8.00	8.00	5.00	80.00	
TOTAL ALL EVALUATORS								**245.00**	
ARCADIS U.S., INC.									
M. LOW		21.00	30.00	8.00	8.00	8.00	5.00	80.00	
J. PATERNITI		25.00	30.00	9.00	8.00	7.00	5.00	84.00	**2**
C. ROSCHEK		21.00	35.00	10.00	8.00	8.00	5.00	87.00	
TOTAL ALL EVALUATORS								**251.00**	
CDM SMITH, INC.									
M. LOW		22.00	32.00	9.00	9.00	8.00	5.00	85.00	
J. PATERNITI		20.00	30.00	9.00	7.00	7.00	5.00	78.00	tie
C. ROSCHEK		20.00	31.00	10.00	8.00	8.00	5.00	82.00	
TOTAL ALL EVALUATORS								**245.00**	
CAROLLO ENGINEERS, INC.									
M. LOW		22.00	33.00	9.00	9.00	9.00	5.00	87.00	
J. PATERNITI		20.00	35.00	9.00	7.00	7.00	5.00	83.00	**1**
C. ROSCHEK		24.00	36.00	10.00	9.00	9.00	5.00	93.00	
TOTAL ALL EVALUATORS								**263.00**	

Tabulated and verified by: I. Triestman 2/23/18

RFQ FOR "GENERAL CONSULTING SERVICES

RFQ No.: 046-2821-17/TP - SCOPE C - ANCILLARY STUDIES AND SERVICES

SUMMARY OF REVIEWERS SCORES - EVALUATION COMMITTEE MEETING - FINAL RANKING -2/23/18 at 3:00 PM

		QUALIFICATIONS AND EXPERIENCE MAX - 25	PROJ. TEAM'S/ASSIGNED STAFF QUAL & EXPER. MAX - 40	CURRENT AND PROJECTED WORKLOAD OF PROJECT TEAM MAX - 10	PROJECT APPROACH MAX - 10	PAST PERFORMANCE / REFERENCES MAX - 10	FINANCIAL RESOURCES MAX - 5	TOTALS MAX - 100	RANKING
CAROLLO ENGINEERS, INC.									
M. LOW		24.00	36.00	9.00	9.00	10.00	5.00	93.00	
J. PATERNITI		25.00	35.00	8.00	8.00	7.00	5.00	88.00	1
C. ROSCHEK		24.00	36.00	10.00	9.00	9.00	5.00	93.00	
TOTAL ALL EVALUATORS								274.00	
CDM SMITH INC.									
M. LOW		22.00	32.00	8.00	8.00	9.00	5.00	84.00	
J. PATERNITI		25.00	35.00	9.00	8.00	7.00	5.00	89.00	2
C. ROSCHEK		20.00	30.00	10.00	8.00	9.00	5.00	82.00	
TOTAL ALL EVALUATORS								255.00	
COLLECTIVE WATER RESOURCES									
M. LOW		17.00	25.00	9.00	8.00	8.00	4.00	71.00	
J. PATERNITI		25.00	35.00	10.00	7.00	7.00	5.00	89.00	4
C. ROSCHEK		22.00	34.00	10.00	8.00	9.00	5.00	88.00	
TOTAL ALL EVALUATORS								248.00	
GLOBALTECH, INC.									
M. LOW		20.00	30.00	8.00	8.00	9.00	4.00	79.00	
J. PATERNITI		20.00	35.00	9.00	6.00	7.00	5.00	82.00	3
C. ROSCHEK		22.00	35.00	10.00	9.00	8.00	5.00	89.00	
TOTAL ALL EVALUATORS								250.00	

Tabulated and verified by: I. Triestman 2.23.18

RFQ FOR "GENERAL CONSULTING SERVICES

RFQ No.: 046-2821-17/TP - SCOPE D - TRANSPORTATION SERVICES

SUMMARY OF REVIEWERS SCORES - EVALUATION COMMITTEE MEETING - FINAL RANKING - 2/23/18 at 3:45 PM

		QUALIFICATIONS AND EXPERIENCE MAX - 25	PROJ. TEAM'S/ASSIGNED STAFF QUAL & EXPER. MAX - 40	CURRENT AND PROJECTED WORKLOAD OF PROJECT TEAM MAX - 10	PROJECT APPROACH MAX - 10	PAST PERFORMANCE / REFERENCES MAX - 10	FINANCIAL RESOURCES MAX - 5	TOTALS MAX - 100	RANKING
BAXTER & WOODMAN INC DBA MATHEWS CONSULTING, A BAXTER & WOODMAN COMPANY									
G. DUNMYER		25.00	40.00	10.00	7.00	10.00	5.00	97.00	
J. LIVERGOOD		20.00	30.00	10.00	10.00	7.00	5.00	82.00	3
A. MACK		25.00	31.00	10.00	10.00	10.00	5.00	91.00	
TOTAL ALL EVALUATORS								270.00	
CALVIN, GIORDANO & ASSOCIATES, INC									
G. DUNMYER		25.00	40.00	10.00	9.00	10.00	5.00	99.00	
J. LIVERGOOD		24.00	36.00	10.00	9.00	10.00	5.00	94.00	2
A. MACK		25.00	38.00	9.00	10.00	10.00	5.00	97.00	
TOTAL ALL EVALUATORS								290.00	
ERDMAN ANTHONY OF FLORIDA, INC.									
G. DUNMYER		25.00	40.00	10.00	6.00	10.00	5.00	96.00	
J. LIVERGOOD		16.00	28.00	10.00	9.00	8.00	5.00	76.00	5
A. MACK		24.00	31.00	8.00	9.00	10.00	5.00	87.00	
TOTAL ALL EVALUATORS								259.00	
KIMLEY-HORN AND ASSOCIATES, INC.									
G. DUNMYER		25.00	40.00	10.00	10.00	10.00	5.00	100.00	
J. LIVERGOOD		23.00	38.00	10.00	10.00	10.00	5.00	96.00	1
A. MACK		25.00	38.00	8.00	9.00	10.00	5.00	95.00	
TOTAL ALL EVALUATORS								291.00	
MICHAEL B. SCHORAH AND ASSOCIATES, INC.									
G. DUNMYER		25.00	40.00	10.00	8.00	10.00	5.00	98.00	
J. LIVERGOOD		20.00	26.00	10.00	9.00	7.00	5.00	77.00	4
A. MACK		22.00	33.00	8.00	8.00	10.00	5.00	86.00	
TOTAL ALL EVALUATORS								261.00	

Tabulated & verified by: I. Triestman 2.23.18

RFQ FOR "GENERAL CONSULTING SERVICES

RFQ No.: 046-2821-17/TP - SCOPE E - ARCHITECTURAL AND LANDSCAPE DESIGN SERVICES

SUMMARY OF REVIEWERS SCORES - EVALUATION COMMITTEE MEETING - FINAL RANKING -2/23/18 at 4:30 PM

		QUALIFICATIONS AND EXPERIENCE MAX - 25	PROJ. TEAM'S/ASSIGNED STAFF QUAL & EXPER. MAX - 40	CURRENT AND PROJECTED WORKLOAD OF PROJECT TEAM MAX - 10	PROJECT APPROACH MAX - 10	PAST PERFORMANCE / REFERENCES MAX - 10	FINANCIAL RESOURCES MAX - 5	TOTALS MAX - 100	RANKING
ALEXIS KNIGHT ARCHITECTS, INC.									
A. BLACKMAN		25.00	40.00	9.00	9.00	9.00	5.00	97.00	
G. DUNMYER		25.00	40.00	10.00	6.00	10.00	5.00	96.00	tie
G. HALL		24.00	38.00	10.00	10.00	9.00	4.00	95.00	2
TOTAL ALL EVALUATORS								**288.00**	
CPH, INC.									
A. BLACKMAN		25.00	40.00	10.00	9.00	9.00	5.00	98.00	
G. DUNMYER		25.00	40.00	10.00	9.00	10.00	5.00	99.00	4
G. HALL		23.00	32.00	9.00	10.00	9.00	4.00	87.00	
TOTAL ALL EVALUATORS								**284.00**	
GENTILE GLAS HOLLOWAY O'MAHONEY & ASSOCIATES, INC.									
A. BLACKMAN		25.00	40.00	10.00	9.00	9.00	5.00	98.00	
G. DUNMYER		25.00	40.00	10.00	10.00	10.00	5.00	100.00	1
G. HALL		22.00	36.00	10.00	10.00	9.00	4.00	91.00	
TOTAL ALL EVALUATORS								**289.00**	
SONG + ASSOCIATES									
A. BLACKMAN		25.00	40.00	9.00	10.00	9.00	5.00	98.00	
G. DUNMYER		25.00	40.00	10.00	7.00	10.00	5.00	97.00	5
G. HALL		22.00	33.00	9.00	10.00	9.00	4.00	87.00	
TOTAL ALL EVALUATORS								**282.00**	
SYNALOVSKI ROMANIK SAYE, LLC*									
A. BLACKMAN								0.00	
G. DUNMYER								0.00	0
G. HALL								0.00	
TOTAL ALL EVALUATORS								**0.00**	
WEST ARCHITECTURE + DESIGN, LLC									
A. BLACKMAN		25.00	40.00	10.00	10.00	10.00	5.00	100.00	
G. DUNMYER		25.00	40.00	10.00	8.00	10.00	5.00	98.00	tie
G. HALL		23.00	35.00	10.00	9.00	9.00	4.00	90.00	3
TOTAL ALL EVALUATORS								**288.00**	

To break tie, Committee determined to use City Tie Breaker Procedure; Alexis Knight Architects is a Boynton Beach vendor.
Tabulated by I. Triestman, 2/23/18

*Synalovski Romanik Saye, LLC withdrew from the process prior to interviews.

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 190992
DATE: 04/16/19

VENDOR 218

TO: ARROYO PROCESS EQUIPMENT INC
1550 CENTENNIAL BLVD
BARTOW, FL 33830

SHIP TO:
City of Boynton Beach

LOCATIONS AND QUANTITIES
SPECIFIED FOLLOWING ITEM

REQUISITION NO. 73575	ORDERING DEPARTMENT: UTIL WWTP/MR		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00 DL	MODEL RDE44-ANR-200PERFORM LEVEL #1 REPAIR on Hanson E44 size gearbox. Disassemble, evaluate and inspect. All bores, shafts, and gearing to be measured and tested for specifications and condition Sandblast and clean housing. Internal gearcase sealer, external paint. Supply all bearings, new oil pump, lip seals, retainers, shim packs, gaskets, plumbing and hardware.	12450.0000	12450.00

*** SHIPPING INSTRUCTIONS ***

TO: WEST WATER ADMIN
5469 W. BOYNTON BCH BLVD.
BOYNTON BEACH, FL 33437

REMARKS:
TREATMENT BASIN #1 GEARBOX REPAIR AT EWTP
SOLE SOURCE

PROCUREMENT SERVICES:	MEF 4/23/19	P.O. TOTAL:	12450.00
ACCOUNT NO. 401-2811-536.46-20	PROJECT		

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

Date: 1-Apr-19

Requesting Department: Util EWTP **Contact Person:** Leon Liberus d.l.

Explanation for Purchase:
Treatment Basin #1 Gearbox Repair AT EWTP
Sole Source

Recommended Vendor Arroyo Process Equip.

Dollar Amount of Purchase $12,450.00

Source for Purchase (check and attach backup materials):

Three Written Quotations	☐	GSA	☐
State Contract	☐	PRIDE/RESPECT	☐
SNAPS	☐	Sole Source	X
Piggy-Back	☐	Budgeted Item	☐
Emergency Purchase	☐	Other	☐

Contract Number: _____

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

Fund Source for Purchase:
401-2811-536-46-20

Approvals:

Department Head	[signature]	Date	4-12-19
Purchasing Agent	Mona Godfrey	Date	4/16/19
Asst City Manager		Date	
City Manager	[signature]	Date	5/2/19

Form Revised 02/01/02

PURCHASE REQUISITION NBR: 0000073575

REQUISITION BY: UTIL WWTP/MR

STATUS: DEPT APPROVAL
REASON: TREATMENT BASIN #1 GEARBOX REPAIR AT EWTP

SHIP TO LOCATION: EAST WATER PLANT

SUGGESTED VENDOR: 218 ARROYO PROCESS EQUIPMENT INC

DATE: 4/03/19

DELIVER BY DATE: 4/15/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	MODEL RDE44-ANR-200PERFORM LEVEL #1 REPAIR on Hanson E44 size gearbox. Disassemble, evaluate and inspect. All bores, shafts, and gearing to be measured and tested for specifications and condition Sandblast and clean housing. Internal gearcase sealer, external paint. Supply all bearings, new oil pump, lip seals, retainers, shim packs, gaskets, plumbing and hardware. COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: MACHINE & HEAVY HARDWARE	1.00	DL	12450.0000	12450.00	

REQUISITION TOTAL: 12450.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	40128115364620	REPAIR/MAINTENANCE SRVS. EQUIPMENT MAINTENANCE		100.00	12450.00

12450.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SOLE SOURCE

4.15.19

APPROVALS

City Manager LY Date 4/23/19

Finance Dept. MEF Date 4/15/19

CQI Mgr. Good Through Date 5/1/2020

City Attorney Date

REQUEST FOR REQUISITION

H.T.E. ENTRY DATE:	**04/1/2019**
H.T.E. REQUISITION #	**73575**
Clerk:	**MR**
Procurement Ass't:	
Director:	4-12-19
City Manager (non budgeted capital and/or $5000+):	

REASON FOR PURCHASE:

Treatment Basin #1 Gearbox Repair AT EWTP.

Sole Source

VENDOR INFORMATION:	**DIVISION:**		**OTHER INFORMATION:**	
Name: Arroyo Process Equipment	Admin.	( )	Date: 04/1/2019	ASAP (x)
Address: 1550 Centennial Blvd.	Engineering	( )	Date Needed: 04/15/2019	Confirm. ( )
Bartow, FL 33830	Cust. Rel.	( )		ASAP/Conf. ( )
	Distribution	( )	**BACKUP DOCS. SUBMITTED:**	**DELIVERY:**
Phone (contact): George Boyer	Water Qual.	( )	Quotes/Verbal (over $500) ( )	E. Admin. 40 ( )
Phone: 863-533-9700 Fax: 863-533-4907	Pumping	( )	Quotes/Written (over $2000) ( )	E. WTP 41 ( )
Vendor Number :218	PWTreat.	(x)	Bid Docs. ( )	W. WTP 42 (x)
	Meter Serv.	( )	Sole Source Ltr. (x)	P/U 99 ( )
INITIATOR: Leon Liberus, Chief Operator	Sewage	( )	Insurance Requirements: ( )	Special Instructions:
APPROVED:	Strmwtr.	( )		Project Number:

Quan.	Unit Price	Description & Part Number	Fund	Dept	Basic	Elem	Obj	Amount
1	$12,450.00	Model RDE44-ANR-200 Perform Level #1 Repair on Hanson E44 size gearbox.	401	2811	536	46	20	$12,450.00
		Disassemble, evaluate and inspect. All bores, shafts, and gearing to be measured and tested for specifications and condition						
		Sandblast and clean housing.						
		Internal gearcase sealer, external paint.						
		Supply all bearings, new oil pump, lip seals, retainers, shim packs, gaskets, plumbing and hardware.						
		Total						$12,450.00

Arroyo Process Equip.
1550 Centennial Blvd.
Bartow, Fl./33830
Office: 863-533-9700
Email: george@arroyoprocess.com

Quotation

Quote Num: 07w-19-0208ARev: 0

Issue Date: April 3rd, 2019

Quote Valid For: 30 Days from Issue Date

Quoted By:
Name: George Boyer
Phone: 863-581-0045

Customer Information:
Boynton Beach City of
5469 W. Boynton Beach Blvd. Boynton Beach, Fl. 33437

Attention: Ron Bergman
E-mail: bergmanr@bbfl.us

Model: RDE44-ANR-200
Serial: R04A170257-8

Services:

Perform Level #1 repair on Hanson E44 size gearbox.
Service includes:
*Arroyo to return existing Hanson geardrive to our facility.
*Disassemble, evaluate and inspect. All bores, shafts, and gearing to be measured and tested for specifications and condition.
*Sandblast and clean housing.
*Internal gearcase sealer, extrernal paint.
*Supply all bearings, new oil pump, lip seals, retainers, shim packs, gaskets, plumbing, and hardware.
*Return drive to City of Boynton Beach.
*1-year warranty.

Quote Total For Above Serices:..... $ 12,450.00

Clarification:
Quote is for a Level #1 repair.
A Level #1 repair includes all bearings, new oil pump, lip seals, retainers, shim packs, gaskets, plumbing, hardware, paint, sealer, pick-up and delivery.
A detailed evaluation report will be supplied after inspecion is completed.
Not included:
New gearing, shafts, or housing.
Shaft, bearing bore, or housing repairs.
Any addional parts or repairs will be quoted after disassembly and evaluation.

Address Purchase Order To:

Arroyo Process Equip. Co.
1550 Centennial Blvd.
Bartow, Fl. 33830
Attn: George Boyer
Email: george@arroyoprocess.com

Hansen
M/N: RDE44ANR-200
REf.#: 95370
S/N: R04A170257/8
1/14/92
196.3:1
Input rpm 1750/583
Output rpm 8.9/2.9

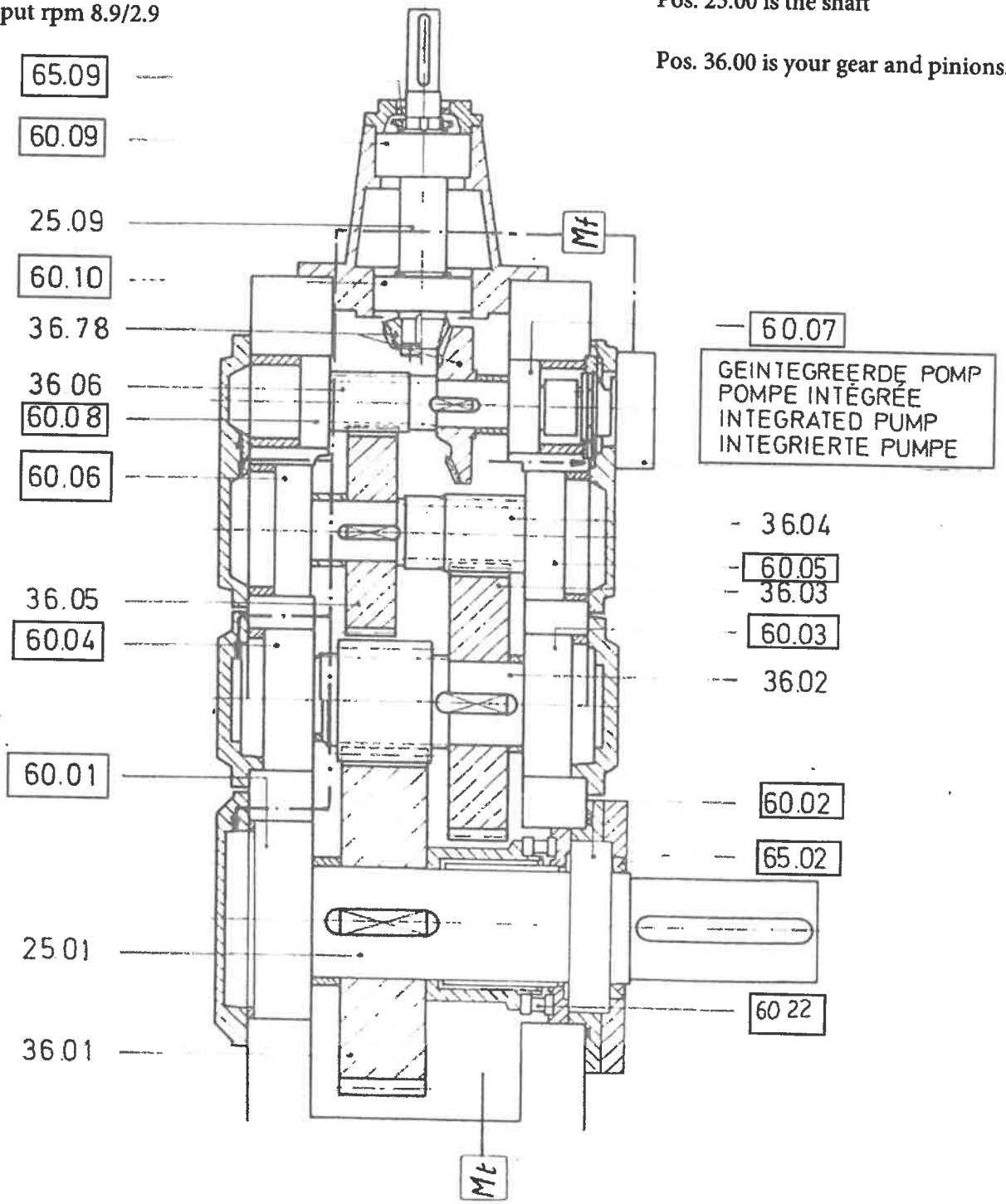
Infilco
Ref.#: 17190

Pos. 60.01 – 60.10 & 60.22 are bearings

Pos. 65.00 are your seals

Pos. 25.00 is the shaft

Pos. 36.00 is your gear and pinions.



Items in red box are included in Level#1 repair

Sumitomo Drive Technologies
Hansen®
industrial gearboxes
Always on the Move

Date: January 30, 2019

To Whom it may concern,

We would like to inform you that ***Arroyo Process Equipment*** is the sole supplier of:
After market repair services and replacement drive equipment for ***Sumitomo N.A.***, for the State of Florida.
Arroyo Process has in house 2-***Sumitomo*** factory (Chesapeake, Va.) trained service technicians.
We would also like to inform that Arroyo Process is the supplier of both after-market parts and new ***Sumitomo*** equipment for the State of Florida.

We hope you will consider ***Arroyo Process Equipment*** as your supplier of Sumitomo Service and Equipment.

Thank You,

Pete Trifoso
Sumitomo Machinery Corp. of America
Tel: +1-813-988-0358
pete.trifoso@shi-g.com
www.smcyclo.com | How are we doing?

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 191000
DATE: 04/18/19

VENDOR 17284

TO: ATLANTIC SOUTHERN PAVING & SEA
PO BOX 15591
FT LAUDERDALE, FL 33318-5591

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

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

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	32.00	HR	OCEAN AVE & SW 18TH ST - MOT CERTIFIED FLAGMAN COMMISSION APPROVED 08/07/18 TASK #: ASPS-11-2282019 BID NO. 010/2512/18/IT	19.0000	608.00
2	15.00	EA	OCEAN AVE & SW 18TH ST-TYPE I BARRICADE PER FDOT STANDARD INDEX NO. 600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS	.3800	5.70
3	10.00	EA	OCEAN AVE & SW 18TH ST-TYPE II BARRICADE PER FDOT STANDARD INDEX NO. 600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS	.4000	4.00
4	4.00	TN	OCEAN AVE/SW 18TH ST-1" TYPE S-III ASPHATIC CONCRE ASPHALTIC CONCRETE PLACE BY PAVING MACHINE, INCLUDING TACK MATERIAL & COMPACTION (0 TO 10 TON)	390.0000	1560.00
5	70.00	SYD	OCEAN AVE/SW 18TH ST-1" AVERAGE THICKNESS ROADWAY MILLING, INCL. MOBILIZATION, MOT & ALL INCIDENTAL WORK & EQUIP. TO INCLUDE HAULING OFF STOCKPILING, OR OTHERWISE DISPOSING OF MATERIAL.	1.8000	126.00
6	8.00	HR	N SEACREST BLVD/NE 5TH AVE-MOT CERTIFIED FLAGMAN	19.0000	152.00
7	15.00	EA	N SEACREST BLVD/NE 5 AVE-TYPE I BARRICADE PER FDOT STANDARD INDEX NO.	.3800	5.70

PROCUREMENT SERVICES:	mef 4/22/19	P.O. TOTAL:

ACCOUNT NO.
SEE BELOW

PROJECT

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

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3301 Quantum Blvd. Suite 101
P.O. BOX 310
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DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
			600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS		
8	10.00	EA	N SEACREST BLVD/NE 5 AVE-TYPE II BARRICADE PER FDOT STANDARD INDEX NO. 600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS	.4000	4.00
9	1.00	TN	N SEACREST BLVD/NE 5 AVE-1" TYPE S-III ASPHALTIC ASPHALTIC CONCRETE PLACE BY PAVIGN MACHING, INCLUDING TACK MATERIAL & COMPACTION (0 TON TO 10 TON)	390.0000	390.00
10	256.00	SFT	N SEACREST BLVD/NE 5 AVE-SAWCUT.REMOVE,REPLACE 4FT WIDE CONCRETE SIDEWALK (4" THICK)	7.5000	1920.00
11	48.00	SFT	N SEACREST BLVD/NE 5 AVE-SAWCUT,REMOVE,REPLACE 4FT WIDE CONCRETE SIDEWALK (6" THICK)	10.5000	504.00
12	48.00	HR	NW 3 CT/NW 1 ST-MOT CERTIFIED FLAGMAN	19.0000	912.00
13	30.00	EA	NW 3 CT/NW 1 ST-TYPE I BARRICADE PER FDOT STANDARD INDEX NO. 600 - PROVIDE FOR PROJECT DURATION UP TO 7 DAYS	.3800	11.40
14	20.00	EA	NW 3 CT/NW 1 ST-TYPE II BARRICADE PER FDOT STANDARD INDEX NO. 600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS	.4000	8.00

PROCUREMENT SERVICES:	MSF 4/22/19	P.O. TOTAL:
ACCOUNT NO. SEE BELOW	PROJECT	

PURCHASE ORDER

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DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
15	15.00	CYD	NW 3 CT/NW 1 ST-REMOVE & DISPOSE OF UNSUITABLE MATERIAL	30.0000	450.00
16	32.00	SYD	NW 3 CT/NW 1 ST-SOD, BAHIA	2.7000	86.40
17	44.00	SYD	NW 3 CT/NW 1 ST-6" LIMEROCK BASE (MIN. LBR OF 100), INCLUDING PRIME COAT	15.0000	660.00
18	44.00	SYD	NW 3 CT/NW 1 ST-EACH ADD'L LIMEROCK BASE (MIN. LBR OF 100)	3.0000	132.00
19	3.00	TN	NW 3 CT/NW 1 ST-1" TYPE S-III ASPHALTIC CONCRETE PLACE BY PAVING MACHINE, INCLUDING TACK MATERIAL & COMPACTION (0 TON TO 10 TON)	390.0000	1170.00
20	1.50	TN	NW 3 CT/NW 1 ST-EACH ADD'L 1/2" TYPE S-III ASPHALTIC CONCRETE PLACE BY PAVING MACHINE, INCLUDING TACK MATERIAL & COMPACTION (0 TON TO 10 TON ASSIGNMENTS)	95.0000	142.50
21	44.00	SYD	NW 3 CT/NW 1 ST-SAWCUT & REMOVE 1.5" ASPHALT	20.0000	880.00
22	33.00	LFT	NW 3 CT/NW 1 ST-4FT WIDE & 6" THICK SHELLROCK SHOULDER INSTALLED FLUS WITH EDGE OF PAVEMENT (INCLUDES EXCAVATIONS)	35.0000	1155.00
23	24.00	HR	OCEAN AVE/NE 4-MOT CERTIFIED FLAGMAN	19.0000	456.00
24	30.00	EA	OCEAN AVE/NE 4-TYPE I BARRICADE PER FDOT STANDARD INDEX NO.	.3800	11.40

PROCUREMENT SERVICES:	MSF 4/22/19	P.O. TOTAL:

ACCOUNT NO. SEE BELOW

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DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
			600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS		
25	20.00	EA	OCEAN AVE/NE 4-TYPE II BARRICADE	.4000	8.00
26	5.00	CFT	OCEAN AVE/NE 4-REMOVE/DISPOSE UNSUITABLE MATERIAL	30.0000	150.00
27	8.00	SYD	OCEAN AVE/NE 4-6" LIMEROCK BASE (MIN. LBR OF 100) INCLUDING PRIME COAT	15.0000	120.00
28	7.00	CYD	OCEAN AVE/NE 4-IMPORT SUITABLE FILL MATIERAL INPLACE	27.0000	189.00
29	1.00	TN	OCEAN AVE/NE 4-1" TYPE S-III ASPHALTIC CONCRETE PLACE BY PAVING MACHINE, INCLUDING TACK MATERIAL & COMPACTION (0 TON TO 10 TON)	390.0000	390.00
30	1.00	EA	OCEAN AVE/NE 4-SINGLE POST SIGN (UP TO 36" X 36")	175.0000	175.00
31	2.00	EA	OCEAN AVE/NE 4-FDOT INDEX 304 HANDICAPPED SIDWALK (WITH DETECTABLE WARNING)	3000.0000	6000.00
32	30.00	LFT	OCEAN AVE/NE 4-CONCRET CURB "TYPE D" FULL DEPTH NOT EXECUTED MINIMUM ASSIGNMENTS OF 50 LF	39.0000	1170.00
33	50.00	LFT	OCEAN AVE/NE 4-CONCRETE CURB "TYPE F" MINIMUM ASSIGNMENTS OF 50 LF	47.0000	2350.00
34	12.00	SFT	OCEAN AVE/NE 4-SAWCUT, REMOVE & REPLACE 4FT WIDE CONCRETE SIDEWALK (4" THICK)	7.5000	90.00

PROCUREMENT SERVICES:	MSF 4/22/19	P.O. TOTAL:

ACCOUNT NO. SEE BELOW

PROJECT

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

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3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

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DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
35	300.00	SFT	OCEAN AVE/NE 4-INSTALL 3 1/8" PAVER BRICK	5.0000	1500.00
36	300.00	SFT	OCEAN AVE/NE 4-REMOVE PAVER BRICKS	2.0000	600.00
37	20.00	HR	LWDD CROSSINGS SIDEWALK RPR-MOT CERTIFIED FLAGMAN	19.0000	380.00
38	20.00	EA	LWDD CROSSINGS SIDEWALK RPR-TYPE I BARRICADE FDOT STANDARD INDEX NO. 600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS	.3800	7.60
39	15.00	EA	LWDD CROSSINGS SIDEWALK RPR-TYPE II BARRICADE FDOT STANDARD INDEX NO. 600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS	.4000	6.00
40	157.00	SFT	LWDD CROSSINGS SIDEWALK RPR-SAWCUT,REMOVE/REPLACE 4FT WIDE CONCRETE SIDEWALK (6" THICK)	10.5000	1648.50
41	8.00	HR	INDUSTRIAL AVE SIDEWALK RPR-MOT CERTIFIED FLAGMAN	19.0000	152.00
42	20.00	EA	INDUSTRIAL AVE SIDEWALK RPR-TYPE I BARRICADE PER FDOT STANDARD INDEX NO. 600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS	.3800	7.60
43	15.00	EA	INDUSTRIAL AVE SIDEWALK RPR-TYPE II BARRICADE PER FDOT STANDARD INDEX NO. 600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS	.4000	6.00

PROCUREMENT SERVICES:	MEF 4/22/19	P.O. TOTAL:

ACCOUNT NO.
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DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
44	116.00	SFT	INDUSTRIAL AVE SIDEWALK RPR-SAWCUT/REMOVE/REPLACE	10.5000	1218.00
45	1.00	EA	INDUSTRIAL AVE SIDEWALK RPR-HANDICAPPED (WITH DETECTABLE WARNINGS)	300.0000	300.00
46	20.00	EA	DEMONSTRATION PARK PARKING LOT-TYPE II BARRICADE PER FDOT STANDARD INDEX NO. 600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS	.4000	8.00
47	145.00	SYD	DEMONSTRATION PARK PARKING LOT-SOD, FLORITAM	3.2000	464.00
48	145.00	SYD	DEMONSTRATION PARK PARKING LOT-SAWCUT/REMOVE 1.5" ASPHALT	20.0000	2900.00
49	50.00	SFT	DEMONSTRATION PARK PARKING LOT-CONCRETE SLAB REMOVAL	2.0000	100.00
50	30.00	CYD	DEMONSTRATION PARK PARKING LOT-REMOVE/DISPOSE UNSUITABLE MATERIAL	30.0000	900.00
51	30.00	CYD	DEMONSTRATION PARK PARKING LOT-IMPORT SUITABLE FILL MATERIAL - INPLACE	27.0000	810.00
52	1.00	EA	DEMONSTRATION PARK PARKING LOT-REMOVE SIGN POST	75.0000	75.00
53	2000.00	SFT	MISC SIDEWALK REPARIS-SAWCUT,REMOVE,REPLACE 4FT WIDE CONCRETE SIDEWALK (4" THICK)	7.5000	15000.00

PROCUREMENT SERVICES:	MEF 4/22/19	P.O. TOTAL:
ACCOUNT NO. SEE BELOW	PROJECT	

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
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P.O. #: 191000
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VENDOR 17284

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DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
54	2000.00	SFT	MISC SIDEWALK REPARIS-SAWCUT,REMOVE & REPLACE 4FT WIDE CONCRETE SIDEWALK (6" THICK)	10.5000	21000.00
55	30.00	EA	300 POA ROAD/SIDEWALK REMOVAL (MEADOWS)-TYPE I BARRICADE PER FDOT STANDARD INDEX NO. 600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS	.3800	11.40
56	20.00	EA	300 POA ROAD/SIDEWALK REMOVAL (MEADOWS)-TYPE II BARRICADE PER FDOT STANDARD INDEX NO. 600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS	.4000	8.00
57	48.00	CYD	300 POA ROAD/SIDEWALK REMOVAL (MEADOWS)-IMPORT SUITABLE MATERIAL - INPLACE	27.0000	1296.00
58	955.00	SYD	300 POA ROAD/SIDEWALK REMOVAL (MEADOWS)-SOD, BAHIA	2.7000	2578.50
59	734.00	SYD	300 POA ROAD/SIDEWALK REMOVAL (MEADOWS)-SAWCUT, AND REMOVE 1.5" ASPHALT	20.0000	14680.00
60	600.00	SFT	300 POA ROAD/SIDEWALK REMOVAL (MEADOWS)-SAWCUT, REMOVE AND REPLACE 4FT WIDE CONCRETE SIDEWALK (4" THICK)	7.5000	4500.00
61	190.00	SFT	300 POA ROAD/SIDEWALK REMOVAL (MEADOWS)-SAWCUT, REMOVE AND REPLACE 4FT WIDE CONCRETE SIDEWALK (6" THICK)	10.5000	1995.00
62	2000.00	SFT	300 POA ROAD/SIDEWALK REMOVAL (MEADOWS)-CONCRETE	2.0000	4000.00

PROCUREMENT SERVICES:	MEF 4/22/19	P.O. TOTAL:

ACCOUNT NO.
SEE BELOW

PROJECT

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

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LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
			SLAB REMOVAL		
63	20.00	EA	POTTER ROAD REPAIRS-TYPE I BARRICADE PER FDOT STANDAR INDEX NO. 600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS	.3800	7.60
64	20.00	EA	POTTER ROAD REPAIRS-TYPE II BARRICADE PER FDOT STANDARD INDEX NO. 600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS	.4000	8.00
65	27.00	TN	POTTER ROAD REPAIRS-TYPE S-III ASPHALTIC CONCRETE PLACE BY PAVING MACHINE, INCLUDING TACK MATERIAL AND COMPACTION (10 TON TO 50 TON)	175.0000	4725.00
66	98.00	SFT	POTTER ROAD REPAIRS-1" AVERAGE THICKNESS ROADWAY MILLING, INCL. MOBILIZATION, MOT & ALL INCIDENTAL WORK & EQUIP. TO INCLUDE HAULING OFF STOCKPILING, OR OTHERWISE DISPOSING OF MATERIAL	1.8000	176.40

REMARKS:
BID #010-2512-18/IT
TASK ORDER #ASPS-11-2282019

PROCUREMENT SERVICES:	MEF 4/22/19	P.O. TOTAL:	103064.70
ACCOUNT NO. SEE BELOW	PROJECT		

PURCHASING

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

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3301 Quantum Blvd. Suite 101
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DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST

****
* ACCOUNTING INFORMATION ONLY - DO NOT SEND THIS PAGE TO THE VENDOR*
****

REQ/ACCT	DATE	REQ. BY	PROJECT	AMOUNT
0000073644 30349055806308	04/15/19	ENGINEERING/AGGA/PM	CP0266	47014.60
0000073644 30349045416324	04/15/19	ENGINEERING/AGGA/PM	CP0263	56050.10

PROCUREMENT SERVICES:	MEF 4/22/19	P.O. TOTAL:

ACCOUNT NO. PROJECT

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

Date: 4/15/2019

Requesting Department: PW- Engineering **Contact Person:** Paola Mendoza

Explanation for Purchase:
Sidewalk and Street repairs to various areas in the City included but not limited to Ocean Ave & SW 18th St, N Seacrest Blvd & NE 5th Ave, NW 3 Ct & NW 1 St, Ocean Ave & NE 4th, Lake Worrth Drainage District Crossings, Industrial Ave, Demonstration Park Parking Lot, 300 POA Road, Potter Road

Task Order ASPS-11-228 2019

Recommended Vendor Atlantic Southern Paving & Sealing

Dollar Amount of Purchase $103,064.70

Source for Purchase (check and attach backup materials):

Three Written Quotations	☐	GSA	☐
State Contract	☐	PRIDE/RESPECT	☐
SNAPS	☐	Sole Source	☐
Piggy-Back	☐	Budgeted Item	☐
Emergency Purchase	☐	Other	X

Contract Number: Bid No. 010-2512-18/IT

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

Fund Source for Purchase:
Account #303-4905-580-63-08 CP0266 $47,014.60 & 303-4904-541-63-24 CP0263 $56,050.10

Approvals:

Department Head		Date 4/16/19
Purchasing Agent	MEF	Date 4/17/19
Asst City Manager		Date
City Manager		Date 4/18/19

Form Revised 02/01/02

PURCHASE REQUISITION NBR: 0000073644

REQUISITION BY: ENGINEERING/AGGA/PM

STATUS: DEPT APPROVAL
REASON: MISC ASPHALT/SIDEWALK REPAIRS THROUGHOUT THE CITY

DATE: 4/15/19

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 17284 ATLANTIC SOUTHERN PAVING & SEA

DELIVER BY DATE: 4/16/19

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

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
47	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	464.00
48	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	2900.00
49	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	100.00
50	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	900.00
51	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	810.00
52	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	75.00
53	30349045416324	IMPVTS OTHER THAN BLDGS. SIDEWALKS	CP0263 Sidewalks-Replacement Prg	100.00	15000.00
54	30349045416324	IMPVTS OTHER THAN BLDGS. SIDEWALKS	CP0263 Sidewalks-Replacement Prg	100.00	21000.00
55	30349045416324	IMPVTS OTHER THAN BLDGS. SIDEWALKS	CP0263 Sidewalks-Replacement Prg	100.00	11.40
56	30349045416324	IMPVTS OTHER THAN BLDGS. SIDEWALKS	CP0263 Sidewalks-Replacement Prg	100.00	8.00
57	30349045416324	IMPVTS OTHER THAN BLDGS. SIDEWALKS	CP0263 Sidewalks-Replacement Prg	100.00	1296.00
58	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	2578.50
59	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	14680.00
60	30349045416324	IMPVTS OTHER THAN BLDGS. SIDEWALKS	CP0263 Sidewalks-Replacement Prg	100.00	4500.00
61	30349045416324	IMPVTS OTHER THAN BLDGS. SIDEWALKS	CP0263 Sidewalks-Replacement Prg	100.00	1995.00
62	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	4000.00
63	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	7.60
64	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	8.00
65	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	4725.00
66	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	176.40
					103064.70

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

APPROVALS

City Manager YJ Date

Fin Dept MEP Date 4/17/19

Risk Manager COI Approved on Date 4/15/19

Attorney Date

PURCHASE REQUISITION NBR: 0000073644

REQUISITION BY: ENGINEERING/AGGA/PM

STATUS: DEPT APPROVAL
REASON: MISC ASPHALT/SIDEWALK REPAIRS THROUGHOUT THE CITY

DATE: 4/15/19

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 17284 ATLANTIC SOUTHERN PAVING & SEA

DELIVER BY DATE: 4/16/19

REQUISITION COMMENTS:

COMMISSION APPROVED 08/07/2018 (AGENDA ITEM ATTACHED)

BID NO. 010-2512-18/IT

TASK NO. ASPS-11-2282019

COI WITH APPROVAL EMAIL FROM RISK ATTACHED

OVER $10,000 FORM ATTACHED

PURCHASE REQUISITION NBR: 0000073644

REQUISITION BY: ENGINEERING/AGGA/PM

STATUS: DEPT APPROVAL
REASON: MISC ASPHALT/SIDEWALK REPAIRS THROUGHOUT THE CITY

DATE: 4/15/19

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 17284 ATLANTIC SOUTHERN PAVING & SEA

DELIVER BY DATE: 4/16/19

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

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
24	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	11.40
25	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	8.00
26	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	150.00
27	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	120.00
28	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	189.00
29	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	390.00
30	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	175.00
31	30349045416324	IMPVTS OTHER THAN BLDGS. SIDEWALKS	CP0263 Sidewalks-Replacement Prg	100.00	6000.00
32	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	1170.00
33	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	2350.00
34	30349045416324	IMPVTS OTHER THAN BLDGS. SIDEWALKS	CP0263 Sidewalks-Replacement Prg	100.00	90.00
35	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	1500.00
36	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	600.00
37	30349045416324	IMPVTS OTHER THAN BLDGS. SIDEWALKS	CP0263 Sidewalks-Replacement Prg	100.00	380.00
38	30349045416324	IMPVTS OTHER THAN BLDGS. SIDEWALKS	CP0263 Sidewalks-Replacement Prg	100.00	7.60
39	30349045416324	IMPVTS OTHER THAN BLDGS. SIDEWALKS	CP0263 Sidewalks-Replacement Prg	100.00	6.00
40	30349045416324	IMPVTS OTHER THAN BLDGS. SIDEWALKS	CP0263 Sidewalks-Replacement Prg	100.00	1648.50
41	30349045416324	IMPVTS OTHER THAN BLDGS. SIDEWALKS	CP0263 Sidewalks-Replacement Prg	100.00	152.00
42	30349045416324	IMPVTS OTHER THAN BLDGS. SIDEWALKS	CP0263 Sidewalks-Replacement Prg	100.00	7.60
43	30349045416324	IMPVTS OTHER THAN BLDGS. SIDEWALKS	CP0263 Sidewalks-Replacement Prg	100.00	6.00
44	30349045416324	IMPVTS OTHER THAN BLDGS. SIDEWALKS	CP0263 Sidewalks-Replacement Prg	100.00	1218.00
45	30349045416324	IMPVTS OTHER THAN BLDGS. SIDEWALKS	CP0263 Sidewalks-Replacement Prg	100.00	300.00
46	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	8.00

PURCHASE REQUISITION NBR: 0000073644

REQUISITION BY: ENGINEERING/AGGA/PM

STATUS: DEPT APPROVAL
REASON: MISC ASPHALT/SIDEWALK REPAIRS THROUGHOUT THE CITY

DATE: 4/15/19

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 17284 ATLANTIC SOUTHERN PAVING & SEA

DELIVER BY DATE: 4/16/19

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

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	608.00
2	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	5.70
3	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	4.00
4	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	1560.00
5	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	126.00
6	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	152.00
7	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	5.70
8	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	4.00
9	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	390.00
10	30349045416324	IMPVTS OTHER THAN BLDGS. SIDEWALKS	CP0263 Sidewalks-Replacement Prg	100.00	1920.00
11	30349045416324	IMPVTS OTHER THAN BLDGS. SIDEWALKS	CP0263 Sidewalks-Replacement Prg	100.00	504.00
12	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	912.00
13	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	11.40
14	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	8.00
15	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	450.00
16	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	86.40
17	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	660.00
18	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	132.00
19	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	1170.00
20	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	142.50
21	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	880.00
22	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	1155.00
23	30349055806308	IMPVTS OTHER THAN BLDGS. STREET IMPROVEMENTS	CP0266 Streets-Maintenance Prog	100.00	456.00

PURCHASE REQUISITION NBR: 0000073644

REQUISITION BY: ENGINEERING/AGGA/PM

STATUS: DEPT APPROVAL
REASON: MISC ASPHALT/SIDEWALK REPAIRS THROUGHOUT THE CITY

DATE: 4/15/19

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 17284 ATLANTIC SOUTHERN PAVING & SEA

DELIVER BY DATE: 4/16/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
59	300 POA ROAD/SIDEWALK REMOVAL (MEADOWS)-SAWCUT, AND REMOVE 1.5" ASPHALT COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: SIDEWALK/DRVWY CONSTRUCT	734.00	SYD	20.0000	14680.00	
60	300 POA ROAD/SIDEWALK REMOVAL (MEADOWS)-SAWCUT, REMOVE AND REPLACE 4FT WIDE CONCRETE SIDEWALK (4" THICK) COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: SIDEWALK/DRVWY CONSTRUCT	600.00	SFT	7.5000	4500.00	
61	300 POA ROAD/SIDEWALK REMOVAL (MEADOWS)-SAWCUT, REMOVE AND REPLACE 4FT WIDE CONCRETE SIDEWALK (6" THICK) COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: SIDEWALK/DRVWY CONSTRUCT	190.00	SFT	10.5000	1995.00	
62	300 POA ROAD/SIDEWALK REMOVAL (MEADOWS)-CONCRETE SLAB REMOVAL COMMODITY: ENGINGEERING SERVICES SUBCOMMOD: CONCRETE	2000.00	SFT	2.0000	4000.00	
63	POTTER ROAD REPAIRS-TYPE I BARRICADE PER FDOT STANDAR INDEX NO. 600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS COMMODITY: RENTAL/LEASE EQUIPMENT SUBCOMMOD: ROAD & HIGHWAY EQUIP(ALL)	20.00	EA	.3800	7.60	
64	POTTER ROAD REPAIRS-TYPE II BARRICADE PER FDOT STANDARD INDEX NO. 600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS COMMODITY: RENTAL/LEASE EQUIPMENT SUBCOMMOD: ROAD & HIGHWAY EQUIP(ALL)	20.00	EA	.4000	8.00	
65	POTTER ROAD REPAIRS-TYPE S-III ASPHALTIC CONCRETE PLACE BY PAVING MACHINE, INCLUDING TACK MATERIAL AND COMPACTION (10 TON TO 50 TON) COMMODITY: ENGINGEERING SERVICES SUBCOMMOD: CONCRETE	27.00	TN	175.0000	4725.00	
66	POTTER ROAD REPAIRS-1" AVERAGE THICKNESS ROADWAY MILLING, INCL. MOBILIZATION, MOT & ALL INCIDENTAL WORK & EQUIP. TO INCLUDE HAULING OFF STOCKPILING, OR OTHERWISE DISPOSING OF MATERIAL COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: STREET RECONSTRUCTION	98.00	SFT	1.8000	176.40	

REQUISITION TOTAL: 103064.70

PURCHASE REQUISITION NBR: 0000073644

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REASON: MISC ASPHALT/SIDEWALK REPAIRS THROUGHOUT THE CITY

DATE: 4/15/19

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 17284 ATLANTIC SOUTHERN PAVING & SEA

DELIVER BY DATE: 4/16/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
49	DEMONSTRATION PARK PARKING LOT-CONCRETE SLAB REMOVAL COMMODITY: CONSULTING SERVICES SUBCOMMOD: CONSTRUCTION	50.00	SFT	2.0000	100.00	
50	DEMONSTRATION PARK PARKING LOT-REMOVE/DISPOSE UNSUITABLE MATERIAL COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: SIDEWALK/DRVWY CONSTRUCT	30.00	CYD	30.0000	900.00	
51	DEMONSTRATION PARK PARKING LOT-IMPORT SUITABLE FILL MATERIAL - INPLACE COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: SIDEWALK/DRVWY CONSTRUCT	30.00	CYD	27.0000	810.00	
52	DEMONSTRATION PARK PARKING LOT-REMOVE SIGN POST COMMODITY: MARKERS, PLAQUES,SIGNS SUBCOMMOD: SIGN MAKING EQUIPMENT	1.00	EA	75.0000	75.00	
53	MISC SIDEWALK REPARIS-SAWCUT,REMOVE,REPLACE 4FT WIDE CONCRETE SIDEWALK (4" THICK) COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: SIDEWALK/DRVWY CONSTRUCT	2000.00	SFT	7.5000	15000.00	
54	MISC SIDEWALK REPARIS-SAWCUT,REMOVE & REPLACE 4FT WIDE CONCRETE SIDEWALK (6" THICK) COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: SIDEWALK/DRVWY CONSTRUCT	2000.00	SFT	10.5000	21000.00	
55	300 POA ROAD/SIDEWALK REMOVAL (MEADOWS)-TYPE I BARRICADE PER FDOT STANDARD INDEX NO. 600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS COMMODITY: RENTAL/LEASE EQUIPMENT SUBCOMMOD: ROAD & HIGHWAY EQUIP(ALL)	30.00	EA	.3800	11.40	
56	300 POA ROAD/SIDEWALK REMOVAL (MEADOWS)-TYPE II BARRICADE PER FDOT STANDARD INDEX NO. 600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS COMMODITY: RENTAL/LEASE EQUIPMENT SUBCOMMOD: ROAD & HIGHWAY EQUIP(ALL)	20.00	EA	.4000	8.00	
57	300 POA ROAD/SIDEWALK REMOVAL (MEADOWS)-IMPORT SUITABLE MATERIAL - INPLACE COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: SIDEWALK/DRVWY CONSTRUCT	48.00	CYD	27.0000	1296.00	
58	300 POA ROAD/SIDEWALK REMOVAL (MEADOWS)-SOD, BAHIA COMMODITY: SEED,SOD,SOIL&INOCULANT SUBCOMMOD: SOD, GRASS	955.00	SYD	2.7000	2578.50	

PURCHASE REQUISITION NBR: 0000073644

REQUISITION BY: ENGINEERING/AGGA/PM

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DATE: 4/15/19

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 17284 ATLANTIC SOUTHERN PAVING & SEA

DELIVER BY DATE: 4/16/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
39	LWDD CROSSINGS SIDEWALK RPR-TYPE II BARRICADE FDOT STANDARD INDEX NO. 600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS COMMODITY: RENTAL/LEASE EQUIPMENT SUBCOMMOD: ROAD & HIGHWAY EQUIP(ALL)	15.00	EA	.4000	6.00	
40	LWDD CROSSINGS SIDEWALK RPR-SAWCUT,REMOVE/REPLACE 4FT WIDE CONCRETE SIDEWALK (6" THICK) COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: SIDEWALK/DRVWY CONSTRUCT	157.00	SFT	10.5000	1648.50	
41	INDUSTRIAL AVE SIDEWALK RPR-MOT CERTIFIED FLAGMAN COMMODITY: FLAGS,POLES,BANNERS,ACCES SUBCOMMOD: FLAGS: SAFETY & WARNING	8.00	HR	19.0000	152.00	
42	INDUSTRIAL AVE SIDEWALK RPR-TYPE I BARRICADE PER FDOT STANDARD INDEX NO. 600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS COMMODITY: RENTAL/LEASE EQUIPMENT SUBCOMMOD: ROAD & HIGHWAY EQUIP(ALL)	20.00	EA	.3800	7.60	
43	INDUSTRIAL AVE SIDEWALK RPR-TYPE II BARRICADE PER FDOT STANDARD INDEX NO. 600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS COMMODITY: RENTAL/LEASE EQUIPMENT SUBCOMMOD: ROAD & HIGHWAY EQUIP(ALL)	15.00	EA	.4000	6.00	
44	INDUSTRIAL AVE SIDEWALK RPR-SAWCUT/REMOVE/REPLACE COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: SIDEWALK/DRVWY CONSTRUCT	116.00	SFT	10.5000	1218.00	
45	INDUSTRIAL AVE SIDEWALK RPR-HANDICAPPED (WITH DETECTABLE WARNINGS) COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: SIDEWALK/DRVWY CONSTRUCT	1.00	EA	300.0000	300.00	
46	DEMONSTRATION PARK PARKING LOT-TYPE II BARRICADE PER FDOT STANDARD INDEX NO. 600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS COMMODITY: RENTAL/LEASE EQUIPMENT SUBCOMMOD: ROAD & HIGHWAY EQUIP(ALL)	20.00	EA	.4000	8.00	
47	DEMONSTRATION PARK PARKING LOT-SOD, FLORITAM COMMODITY: SEED,SOD,SOIL&INOCULANT SUBCOMMOD: SOD, GRASS	145.00	SYD	3.2000	464.00	
48	DEMONSTRATION PARK PARKING LOT-SAWCUT/REMOVE 1.5" ASPHALT COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: SIDEWALK/DRVWY CONSTRUCT	145.00	SYD	20.0000	2900.00	

PURCHASE REQUISITION NBR: 0000073644

REQUISITION BY: ENGINEERING/AGGA/PM

STATUS: DEPT APPROVAL
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DATE: 4/15/19

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 17284 ATLANTIC SOUTHERN PAVING & SEA

DELIVER BY DATE: 4/16/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
29	OCEAN AVE/NE 4-1" TYPE S-III ASPHALTIC CONCRETE PLACE BY PAVING MACHINE, INCLUDING TACK MATERIAL & COMPACTION (0 TON TO 10 TON) COMMODITY: ENGINGEERING SERVICES SUBCOMMOD: CONCRETE	1.00	TN	390.0000	390.00	
30	OCEAN AVE/NE 4-SINGLE POST SIGN (UP TO 36" X 36") COMMODITY: SIGNS, SIGN MATERIAL SUBCOMMOD: SIGN FACIA	1.00	EA	175.0000	175.00	
31	OCEAN AVE/NE 4-FDOT INDEX 304 HANDICAPPED SIDWALK (WITH DETECTABLE WARNING) COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: SIDEWALK/DRVWY CONSTRUCT	2.00	EA	3000.0000	6000.00	
32	OCEAN AVE/NE 4-CONCRET CURB "TYPE D" FULL DEPTH NOT EXECUTED MINIMUM ASSIGNMENTS OF 50 LF COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: CURB & GUTTER CONST.	30.00	LFT	39.0000	1170.00	
33	OCEAN AVE/NE 4-CONCRETE CURB "TYPE F" MINIMUM ASSIGNMENTS OF 50 LF COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: CURB & GUTTER CONST.	50.00	LFT	47.0000	2350.00	
34	OCEAN AVE/NE 4-SAWCUT, REMOVE & REPLACE 4FT WIDE CONCRETE SIDEWALK (4" THICK) COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: SIDEWALK/DRVWY CONSTRUCT	12.00	SFT	7.5000	90.00	
35	OCEAN AVE/NE 4-INSTALL 3 1/8" PAVER BRICK COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: STREET RECONSTRUCTION	300.00	SFT	5.0000	1500.00	
36	OCEAN AVE/NE 4-REMOVE PAVER BRICKS COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: STREET RECONSTRUCTION	300.00	SFT	2.0000	600.00	
37	LWDD CROSSINGS SIDEWALK RPR-MOT CERTIFIED FLAGMAN COMMODITY: FLAGS,POLES,BANNERS,ACCES SUBCOMMOD: FLAGS: SAFETY & WARNING	20.00	HR	19.0000	380.00	
38	LWDD CROSSINGS SIDEWALK RPR-TYPE I BARRICADE FDOT STANDARD INDEX NO. 600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS COMMODITY: RENTAL/LEASE EQUIPMENT SUBCOMMOD: ROAD & HIGHWAY EQUIP(ALL)	20.00	EA	.3800	7.60	

PURCHASE REQUISITION NBR: 0000073644

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SUGGESTED VENDOR: 17284 ATLANTIC SOUTHERN PAVING & SEA

DELIVER BY DATE: 4/16/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
19	NW 3 CT/NW 1 ST-1" TYPE S-III ASPHALTIC CONCRETE PLACE BY PAVING MACHINE, INCLUDING TACK MATERIAL & COMPACTION (0 TON TO 10 TON) COMMODITY: ENGINGEERING SERVICES SUBCOMMOD: CONCRETE	3.00	TN	390.0000	1170.00	
20	NW 3 CT/NW 1 ST-EACH ADD'L 1/2" TYPE S-III ASPHALTIC CONCRETE PLACE BY PAVING MACHINE, INCLUDING TACK MATERIAL & COMPACTION (0 TON TO 10 TON ASSIGNMENTS) COMMODITY: ENGINGEERING SERVICES SUBCOMMOD: CONCRETE	1.50	TN	95.0000	142.50	
21	NW 3 CT/NW 1 ST-SAWCUT & REMOVE 1.5" ASPHALT COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: SIDEWALK/DRVWY CONSTRUCT	44.00	SYD	20.0000	880.00	
22	NW 3 CT/NW 1 ST-4FT WIDE & 6" THICK SHELLROCK SHOULDER INSTALLED FLUS WITH EDGE OF PAVEMENT (INCLUDES EXCAVATIONS) COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: SIDEWALK/DRVWY CONSTRUCT	33.00	LFT	35.0000	1155.00	
23	OCEAN AVE/NE 4-MOT CERTIFIED FLAGMAN COMMODITY: FLAGS,POLES,BANNERS,ACCES SUBCOMMOD: FLAGS: SAFETY & WARNING	24.00	HR	19.0000	456.00	
24	OCEAN AVE/NE 4-TYPE I BARRICADE PER FDOT STANDARD INDEX NO. 600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS COMMODITY: RENTAL/LEASE EQUIPMENT SUBCOMMOD: ROAD & HIGHWAY EQUIP(ALL)	30.00	EA	.3800	11.40	
25	OCEAN AVE/NE 4-TYPE II BARRICADE COMMODITY: RENTAL/LEASE EQUIPMENT SUBCOMMOD: ROAD & HIGHWAY EQUIP(ALL)	20.00	EA	.4000	8.00	
26	OCEAN AVE/NE 4-REMOVE/DISPOSE UNSUITABLE MATERIAL COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: SIDEWALK/DRVWY CONSTRUCT	5.00	CFT	30.0000	150.00	
27	OCEAN AVE/NE 4-6" LIMEROCK BASE (MIN. LBR OF 100) INCLUDING PRIME COAT COMMODITY: FERTILIZERS & SOIL CONDTN SUBCOMMOD: LIMESTONE, AGRICULTURAL	8.00	SYD	15.0000	120.00	
28	OCEAN AVE/NE 4-IMPORT SUITABLE FILL MATIERAL INPLACE COMMODITY: FERTILIZERS & SOIL CONDTN SUBCOMMOD: LIMESTONE, AGRICULTURAL	7.00	CYD	27.0000	189.00	

PURCHASE REQUISITION NBR: 0000073644

REQUISITION BY: ENGINEERING/AGGA/PM

STATUS: DEPT APPROVAL
REASON: MISC ASPHALT/SIDEWALK REPAIRS THROUGHOUT THE CITY

DATE: 4/15/19

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 17284 ATLANTIC SOUTHERN PAVING & SEA

DELIVER BY DATE: 4/16/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
9	N SEACREST BLVD/NE 5 AVE-1" TYPE S-III ASPHALTIC ASPHALTIC CONCRETE PLACE BY PAVIGN MACHING, INCLUDING TACK MATERIAL & COMPACTION (0 TON TO 10 TON) COMMODITY: ENGINGEERING SERVICES SUBCOMMOD: CONCRETE	1.00	TN	390.0000	390.00	
10	N SEACREST BLVD/NE 5 AVE-SAWCUT.REMOVE,REPLACE 4FT WIDE CONCRETE SIDEWALK (4" THICK) COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: SIDEWALK/DRVWY CONSTRUCT	256.00	SFT	7.5000	1920.00	
11	N SEACREST BLVD/NE 5 AVE-SAWCUT,REMOVE,REPLACE 4FT WIDE CONCRETE SIDEWALK (6" THICK) COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: SIDEWALK/DRVWY CONSTRUCT	48.00	SFT	10.5000	504.00	
12	NW 3 CT/NW 1 ST-MOT CERTIFIED FLAGMAN COMMODITY: FLAGS,POLES,BANNERS,ACCES SUBCOMMOD: FLAGS: SAFETY & WARNING	48.00	HR	19.0000	912.00	
13	NW 3 CT/NW 1 ST-TYPE I BARRICADE PER FDOT STANDARD INDEX NO. 600 - PROVIDE FOR PROJECT DURATION UP TO 7 DAYS COMMODITY: RENTAL/LEASE EQUIPMENT SUBCOMMOD: ROAD & HIGHWAY EQUIP(ALL)	30.00	EA	.3800	11.40	
14	NW 3 CT/NW 1 ST-TYPE II BARRICADE PER FDOT STANDARD INDEX NO. 600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS COMMODITY: RENTAL/LEASE EQUIPMENT SUBCOMMOD: ROAD & HIGHWAY EQUIP(ALL)	20.00	EA	.4000	8.00	
15	NW 3 CT/NW 1 ST-REMOVE & DISPOSE OF UNSUITABLE MATERIAL COMMODITY: PW CONSTRUCTION & RELATED SUBCOMMOD: STREET RECONSTRUCTION	15.00	CYD	30.0000	450.00	
16	NW 3 CT/NW 1 ST-SOD, BAHIA COMMODITY: SEED,SOD,SOIL&INOCULANT SUBCOMMOD: SOD, GRASS	32.00	SYD	2.7000	86.40	
17	NW 3 CT/NW 1 ST-6" LIMEROCK BASE (MIN. LBR OF 100), INCLUDING PRIME COAT COMMODITY: FERTILIZERS & SOIL CONDTN SUBCOMMOD: LIMESTONE, AGRICULTURAL	44.00	SYD	15.0000	660.00	
18	NW 3 CT/NW 1 ST-EACH ADD'L LIMEROCK BASE (MIN. LBR OF 100) COMMODITY: FERTILIZERS & SOIL CONDTN SUBCOMMOD: LIMESTONE, AGRICULTURAL	44.00	SYD	3.0000	132.00	

PURCHASE REQUISITION NBR: 0000073644

REQUISITION BY: ENGINEERING/AGGA/PM

STATUS: DEPT APPROVAL
REASON: MISC ASPHALT/SIDEWALK REPAIRS THROUGHOUT THE CITY

DATE: 4/15/19

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 17284 ATLANTIC SOUTHERN PAVING & SEA

DELIVER BY DATE: 4/16/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	OCEAN AVE & SW 18TH ST - MOT CERTIFIED FLAGMAN COMMISSION APPROVED 08/07/18 TASK #: ASPS-11-2282019 BID NO. 010/2512/18/IT COMMODITY: FLAGS,POLES,BANNERS,ACCES SUBCOMMOD: FLAGS: SAFETY & WARNING	32.00	HR	19.0000	608.00	
2	OCEAN AVE & SW 18TH ST-TYPE I BARRICADE PER FDOT STANDARD INDEX NO. 600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS COMMODITY: RENTAL/LEASE EQUIPMENT SUBCOMMOD: ROAD & HIGHWAY EQUIP(ALL)	15.00	EA	.3800	5.70	
3	OCEAN AVE & SW 18TH ST-TYPE II BARRICADE PER FDOT STANDARD INDEX NO. 600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS COMMODITY: FLAGS,POLES,BANNERS,ACCES SUBCOMMOD: FLAGS: SAFETY & WARNING	10.00	EA	.4000	4.00	
4	OCEAN AVE/SW 18TH ST-1" TYPE S-III ASPHATIC CONCRE ASPHALTIC CONCRETE PLACE BY PAVING MACHINE, INCLUDING TACK MATERIAL & COMPACTION (0 TO 10 TON) COMMODITY: ENGINGEERING SERVICES SUBCOMMOD: CONCRETE	4.00	TN	390.0000	1560.00	
5	OCEAN AVE/SW 18TH ST-1" AVERAGE THICKNESS ROADWAY MILLING, INCL. MOBILIZATION, MOT & ALL INCIDENTAL WORK & EQUIP. TO INCLUDE HAULING OFF STOCKPILING, OR OTHERWISE DISPOSING OF MATERIAL. COMMODITY: ENGINGEERING SERVICES SUBCOMMOD: CONCRETE	70.00	SYD	1.8000	126.00	
6	N SEACREST BLVD/NE 5TH AVE-MOT CERTIFIED FLAGMAN COMMODITY: FLAGS,POLES,BANNERS,ACCES SUBCOMMOD: FLAGS: SAFETY & WARNING	8.00	HR	19.0000	152.00	
7	N SEACREST BLVD/NE 5 AVE-TYPE I BARRICADE PER FDOT STANDARD INDEX NO. 600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS COMMODITY: RENTAL/LEASE EQUIPMENT SUBCOMMOD: ROAD & HIGHWAY EQUIP(ALL)	15.00	EA	.3800	5.70	
8	N SEACREST BLVD/NE 5 AVE-TYPE II BARRICADE PER FDOT STANDARD INDEX NO. 600-PROVIDE FOR PROJECT DURATION UP TO 7 DAYS COMMODITY: FLAGS,POLES,BANNERS,ACCES SUBCOMMOD: FLAGS: SAFETY & WARNING	10.00	EA	.4000	4.00	

Greco-Arencibia, Adrianna

From: Mendoza, Paola
Sent: Friday, April 12, 2019 4:13 PM
To: Greco-Arencibia, Adrianna
Subject: PO For Task# ASPS-11-2282019, Miscellaneous Asphalt and Sidewalk Repairs- Project No. 1
Attachments: Msc. Asphalt and Sidewalk Phase 1-BID.pdf; Misc. Asphalt And Sidewalk Repairs Phase 10 REV.pdf; Revised_Proposal_#2.pdf

Hello Adrianna,

Can you please create a PO for a new job with Atlantic Southern Paving- Task# ASPS-11-2282019- Miscellaneous Asphalt and Sidewalk Repairs- Project No. 1, for the amount of $103,064.70. Please note that Gary has already looked at this proposal and approved it.

- Please see attached quote that Atlantic Southern Paving and information for the project.
- The project scope is misc. sidewalk and street repairs
- We are going to pay for the work from two different projects. See table below, also see attached breakdown as back up.

		Street Maintenance Improvements	Sidewalks-Replacement
		Account no. is 303-4905-580.63-08 project number: CP0266	Account no. is 303- 4904-541.63-24 project number is CP0263
	Subtotal	$ 47,014.60	$ 56,050.10
	Total project	$ 103,064.70	

Thank you very much, please let me know if you have any questions or I left something out,

Paola

Paola Mendoza
Associate Engineer
Public Works/Engineering
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 3301 Quantum Blvd., Suite 101 | Boynton Beach, Florida 33426
561-742-6266
MendozaP@bbfl.us | boynton-beach.org/
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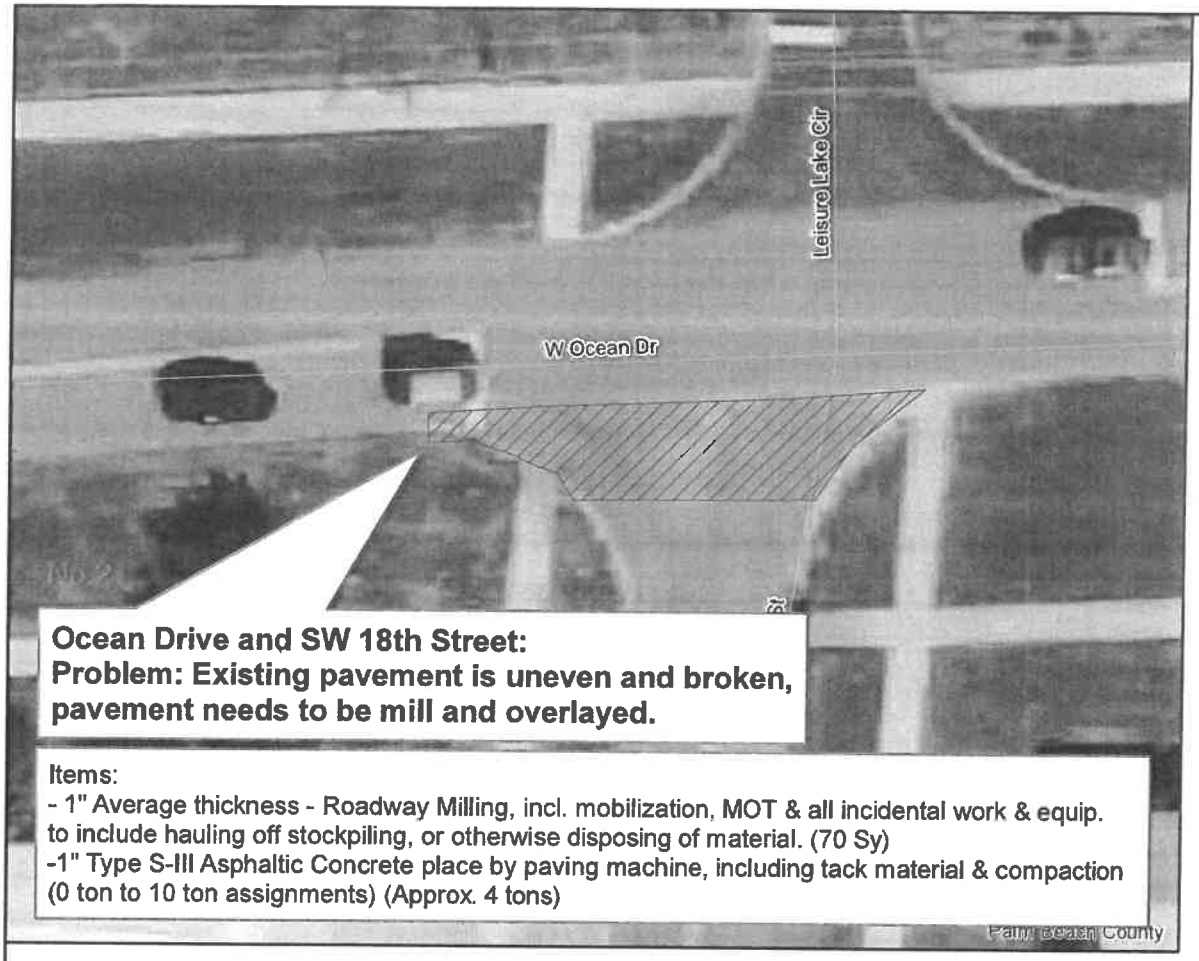
Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure.Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

	Miscellanous Asphalt and Sidewalk Repairs -Phase 1						Street Maintenance Improvements	Sidewalks-Replacement
No. 2	Ocean Drive & SW 18th Street							
	Maintenance of Traffic							
Items No.	Description	Quantity	Unit	Unit Cost	Total			
3	MOT Certified Flagman (per person)	$ 32.00	HR	$ 19.00	$ 608.00		$ 608.00	
4	Type I barricade per FDOT Standard Index No. 600 – Provide for project duration up to 7 days	$ 15.00	EA	$ 0.38	$ 5.70		$ 5.70	
7	Type II barricade per FDOT Standard Index No. 600 – Provide for project duration up to 7 days	$ 10.00	EA	$ 0.40	$ 4.00		$ 4.00	
	Paving and Concrete						$ -	
38	1" Type S-III Asphaltic Concrete place by paving machine, including tack material & compaction (0 ton to 10 ton	$ 4.00	TON	$ 390.00	$ 1,560.00		$ 1,560.00	
50	1" Average thickness - Roadway Milling, incl. mobilization, MOT & all incidental work & equip. to include hauling off stockpiling, or otherwise disposing of material.	$ 70.00	SY	$ 1.80	$ 126.00		$ 126.00	
				Total	$ 2,303.70			
No. 1	N. Seacrest Blvd & NE 5th Ave							
	Maintenance of Traffic							
3	MOT Certified Flagman (per person)	$ 8.00	HR	$ 19.00	$ 152.00		$ 152.00	
4	Type I barricade per FDOT Standard Index No. 600 – Provide for project duration up to 7 days	$ 15.00	EA	$ 0.38	$ 5.70		$ 5.70	
7	Type II barricade per FDOT Standard Index No. 600 – Provide for project duration up to 7 days	$ 10.00	EA	$ 0.40	$ 4.00		$ 4.00	
	Paving and Concrete				$ -		$ -	
38	1" Type S-III Asphaltic Concrete place by paving machine, including tack material & compaction (0 ton to 10 ton	$ 1.00	TON	$ 390.00	$ 390.00		$ 390.00	
	Concrete - excavation and haul-off to be included in cost				$ -		$ -	
93	Sawcut, Remove and Replace 4ft wide Concrete Sidewalk (4" thick)	$ 256.00	SF	$ 7.50	$ 1,920.00			$ 1,920.00
94	Sawcut, Remove and Replace 4ft wide Concrete Sidewalk (6" thick)	$ 48.00	SF	$ 10.50	$ 504.00			$ 504.00
				Total	$ 2,975.70			
No. 3	NW 3rd Court & NW 1st Street							
	Maintenance of Traffic							
3	MOT Certified Flagman (per person)	$ 48.00	HR	$ 19.00	$ 912.00		$ 912.00	
4	Type I barricade per FDOT Standard Index No. 600 – Provide for project duration up to 7 days	$ 30.00	EA	$ 0.38	$ 11.40		$ 11.40	
7	Type II barricade per FDOT Standard Index No. 600 – Provide for project duration up to 7 days	$ 20.00	EA	$ 0.40	$ 8.00		$ 8.00	
	Earthwork and Site Restoration						$ -	
23	Remove and dispose of unsuitable material	$ 15.00	CY	$ 30.00	$ 450.00		$ 450.00	
27	Sod, bahia	$ 32.00	SY	$ 2.70	$ 86.40		$ 86.40	
31	6" Limerock base (min. lbr of 100), including prime coat	$ 44.00	SY	$ 15.00	$ 660.00		$ 660.00	
32	Each additional 2" Limerock base (min. lbr of 100)	$ 44.00	SY	$ 3.00	$ 132.00		$ 132.00	
	Paving and Concrete						$ -	
38	1" Type S-III Asphaltic Concrete place by paving machine, including tack material & compaction (0 ton to 10 ton	$ 3.00	TON	$ 390.00	$ 1,170.00		$ 1,170.00	
39	Each Additional 1/2" Type S-III Asphaltic Concrete place by paving machine, including tack material & compaction (0 ton to 10 ton assignments)	$ 1.50	TON	$ 95.00	$ 142.50		$ 142.50	
53	Sawcut & Remove 1.5" Asphalt	$ 44.00	SY	$ 20.00	$ 880.00		$ 880.00	
52	4ft wide and 6 in thick shellrock shoulder installed flush with edge of pavement (includes excavations)	$ 33.00	LF	$ 35.00	$ 1,155.00		$ 1,155.00	
				Total	$ 5,607.30			
No. 4	Ocean Ave & NE 4th							
	Maintenance of Traffic							
3	MOT Certified Flagman (per person)	$ 24.00	HR	$ 19.00	$ 456.00		$ 456.00	
4	Type I barricade per FDOT Standard Index No. 600 – Provide for project duration up to 7 days	$ 30.00	EA	$ 0.38	$ 11.40		$ 11.40	
7	Type II barricade per FDOT Standard Index No. 600 – Provide for project duration up to 7 days	$ 20.00	EA	$ 0.40	$ 8.00		$ 8.00	

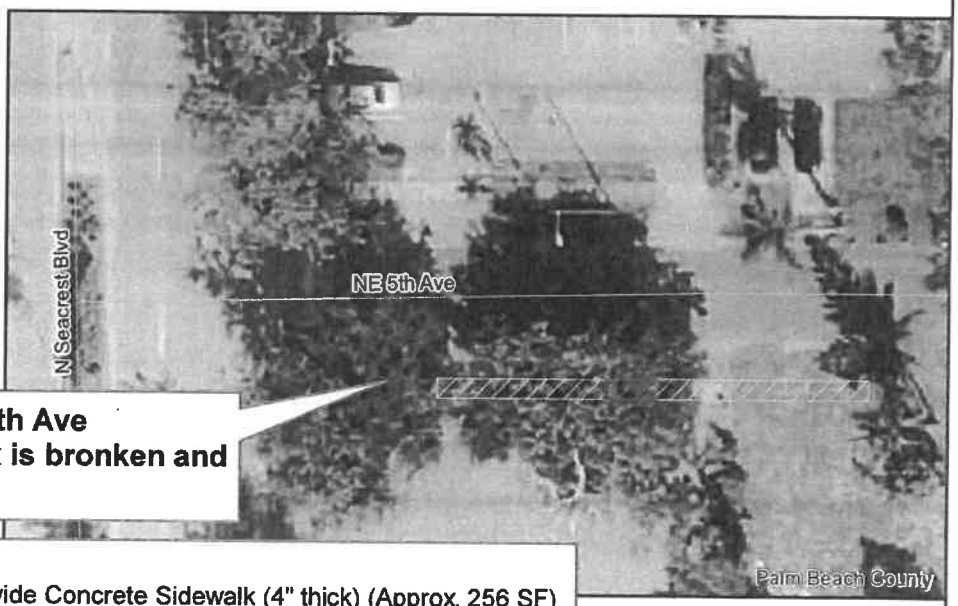
	Earthwork and Site Restoration						$ -	
23	Remove and dispose of unsuitable material	$ 5.00	CY	$ 30.00	$ 150.00		$ 150.00	
31	6" Limerock base (min. lbr of 100), including prime coat	$ 8.00	SY	$ 15.00	$ 120.00		$ 120.00	
24	Import suitable fill material - inplace	$ 7.00	CY	$ 27.00	$ 189.00		$ 189.00	
	Paving and Concrete						$ -	
38	1" Type S-III Asphaltic Concrete place by paving machine, including tack material & compaction (0 ton to 10 ton	$ 1.00	TON	$ 390.00	$ 390.00		$ 390.00	
79	Single Post Sign (up to 36" x 36")	$ 1.00	EA	$ 175.00	$ 175.00		$ 175.00	
85	FDOT Index 304 Handicapped Sidewalk (with detectable warning)	$ 2.00	EA	$ 3,000.00	$ 6,000.00			$ 6,000.00
86	Concrete Curb " Type D" full depth, not extruded Minimum assignments of 50 LF	$ 30.00	LF	$ 39.00	$ 1,170.00		$ 1,170.00	
87	Concrete Curb " Type F " Minimum assignments of 50 LF	$ 50.00	LF	$ 47.00	$ 2,350.00		$ 2,350.00	
93	Sawcut, Remove and Replace 4ft wide Concrete Sidewalk (4" thick)	$ 12.00	SF	$ 7.50	$ 90.00			$ 90.00
99	Install 3 1/8" Paver Brick	$ 300.00	SF	$ 5.00	$ 1,500.00		$ 1,500.00	
100	Remove Paver Bricks	$ 300.00	SF	$ 2.00	$ 600.00		$ 600.00	
				Total	$ 13,209.40			
No. 5	**LWDD Crossings Sidewalk repair**							
	Maintenance of Traffic							
3	MOT Certified Flagman (per person)	$ 20.00	HR	$ 19.00	$ 380.00			$ 380.00
4	Type I barricade per FDOT Standard Index No. 600 – Provide for project duration up to 7 days	$ 20.00	EA	$ 0.38	$ 7.60			$ 7.60
7	Type II barricade per FDOT Standard Index No. 600 – Provide for project duration up to 7 days	$ 15.00	EA	$ 0.40	$ 6.00			$ 6.00
	Concrete - excavation and haul-off to be included in cost							$ -
94	Sawcut, Remove and Replace 4ft wide Concrete Sidewalk (6" thick)	$ 157.00	SF	$ 10.50	$ 1,648.50			$ 1,648.50
				Total	$ 2,042.10			
No. 6	**Industrial Ave Sidewalk Repair**							
	Maintenance of Traffic							
3	MOT Certified Flagman (per person)	$ 8.00	HR	$ 19.00	$ 152.00			$ 152.00
4	Type I barricade per FDOT Standard Index No. 600 – Provide for project duration up to 7 days	$ 20.00	EA	$ 0.38	$ 7.60			$ 7.60
7	Type II barricade per FDOT Standard Index No. 600 – Provide for project duration up to 7 days	$ 15.00	EA	$ 0.40	$ 6.00			$ 6.00
	Concrete - excavation and haul-off to be included in cost							$ -
94	Sawcut, Remove and Replace 4ft wide Concrete Sidewalk (6" thick)	$ 116.00	SF	$ 10.50	$ 1,218.00			$ 1,218.00
95	Handicapped Detectable Warnings	$ 1.00	EA	$ 300.00	$ 300.00			$ 300.00
				Total	$ 1,683.60			
No. 7	**Demonstration Park Parking Lot**							
	Maintenance of Traffic							
7	Type II barricade per FDOT Standard Index No. 600 – Provide for project duration up to 7 days	$ 20.00	EA	$ 0.40	$ 8.00		$ 8.00	
	Earthwork and Site Restoration						$ -	
28	Sod, floritam	$ 145.00	SY	$ 3.20	$ 464.00		$ 464.00	
	Paving and Concrete						$ -	
53	Sawcut & Remove 1.5" Asphalt	$ 145.00	SY	$ 20.00	$ 2,900.00		$ 2,900.00	
	Concrete - excavation and haul-off to be included in cost						$ -	
98	Concrete slab removal	$ 50.00	SF	$ 2.00	$ 100.00		$ 100.00	
23	Remove and dispose of unsuitable material	$ 30.00	CY	$ 30.00	$ 900.00		$ 900.00	
24	Import suitable fill material - inplace	$ 30.00	CY	$ 27.00	$ 810.00		$ 810.00	
81	Remove sign post	$ 1.00	EA	$ 75.00	$ 75.00		$ 75.00	
				Total	$ 5,257.00			
No.11	**Misc. Sidewalk repairs**							
	Maintenance of Traffic							
93	Sawcut, Remove and Replace 4ft wide Concrete Sidewalk (4" thick)	$ 2,000.00	SF	$ 7.50	$ 15,000.00			$ 15,000.00
94	Sawcut, Remove and Replace 4ft wide Concrete Sidewalk (6" thick)	$ 2,000.00	SF	$ 10.50	$ 21,000.00			$ 21,000.00
				Total	$ 36,000.00			
No. 9	**300 POA Road and Sidewalk Removal (Meadows)**							

	Maintenance of Traffic							
4	Type I barricade per FDOT Standard Index No. 600 – Provide for project duration up to 7 days	$ 30.00	EA	$ 0.38	$ 11.40			$ 11.40
7	Type II barricade per FDOT Standard Index No. 600 – Provide for project duration up to 7 days	$ 20.00	EA	$ 0.40	$ 8.00			$ 8.00
	Earthwork and Site Restoration							
24	Import suitable fill material - inplace	$ 48.00	CY	$ 27.00	$ 1,296.00			$ 1,296.00
27	Sod, bahia	$ 955.00	SY	$ 2.70	$ 2,578.50		$ 2,578.50	
	Paving and Concrete							
53	Sawcut & Remove 1.5" Asphalt	$ 734.00	SY	$ 20.00	$ 14,680.00		$ 14,680.00	
	Concrete - excavation and haul-off to be included in cost							
93	Sawcut, Remove and Replace 4ft wide Concrete Sidewalk (4" thick)	$ 600.00	SF	$ 7.50	$ 4,500.00			$ 4,500.00
94	Sawcut, Remove and Replace 4ft wide Concrete Sidewalk (6" thick)	$ 190.00	SF	$ 10.50	$ 1,995.00			$ 1,995.00
98	Concrete slab removal	$ 2,000.00	SF	$ 2.00	$ 4,000.00		$ 4,000.00	
				Total	$ 29,068.90			
No.10	**Potter Road Repairs**							
	Maintenance of Traffic							
4	Type I barricade per FDOT Standard Index No. 600 – Provide for project duration up to 7 days	$ 20.00	EA	$ 0.38	$ 7.60		$ 7.60	
7	Type II barricade per FDOT Standard Index No. 600 – Provide for project duration up to 7 days	$ 20.00	EA	$ 0.40	$ 8.00		$ 8.00	
	Paving and Concrete						$ -	
40	1" Type S-III Asphaltic Concrete place by paving machine, including tack material & compaction (10 ton to 50 ton	$ 27.00	TON	$ 175.00	$ 4,725.00		$ 4,725.00	
50	1" Average thickness - Roadway Milling, incl. mobilization, MOT & all incidental work & equip. to include hauling off stockpiling, or otherwise disposing of material.	$ 98.00	SF	$ 1.80	$ 176.40		$ 176.40	
				Total	$ 4,917.00			
							Street Maintenance Improvements	**Sidewalks-Replacement**
							Account no. is 303-4905-580.63-08 project number: CP0266	**Account no. is 303- 4904-541.63-24 project number is CP0263**
						Subtotal	$ 47,014.60	$ 56,050.10
						Total project	$	103,064.70



Ocean Drive and SW 18th Street:
Problem: Existing pavement is uneven and broken, pavement needs to be mill and overlayed.

Items:
- 1" Average thickness - Roadway Milling, incl. mobilization, MOT & all incidental work & equip. to include hauling off stockpiling, or otherwise disposing of material. (70 Sy)
-1" Type S-III Asphaltic Concrete place by paving machine, including tack material & compaction (0 ton to 10 ton assignments) (Approx. 4 tons)

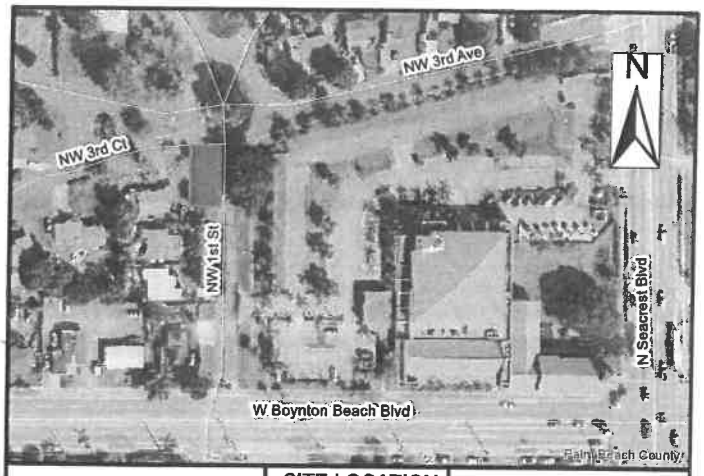


No.1

N Seacreast Blvd and NE 5th Ave
Problem: Existing sidewalk is bronken and needs to be replaced.

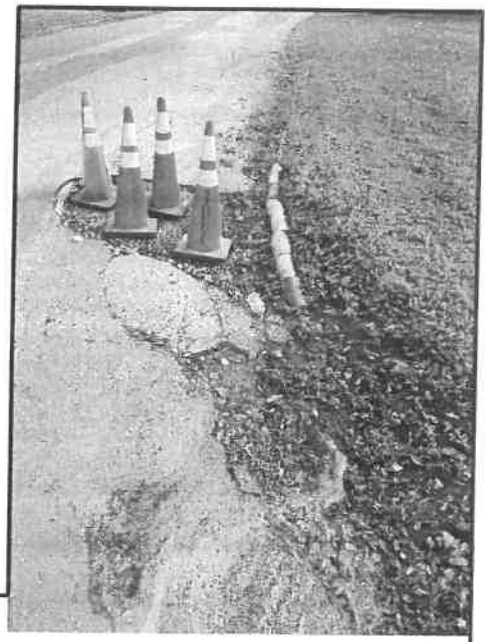
Items:
-Sawcut, Remove and Replace 4ft wide Concrete Sidewalk (4" thick) (Approx. 256 SF)
-Sawcut, Remove and Replace 4ft wide Concrete Sidewalk (6" thick)(Approx. 48 SF)

Ocean Drive and SW 18th Street & N Seacreast Blvd and NE 5th Ave

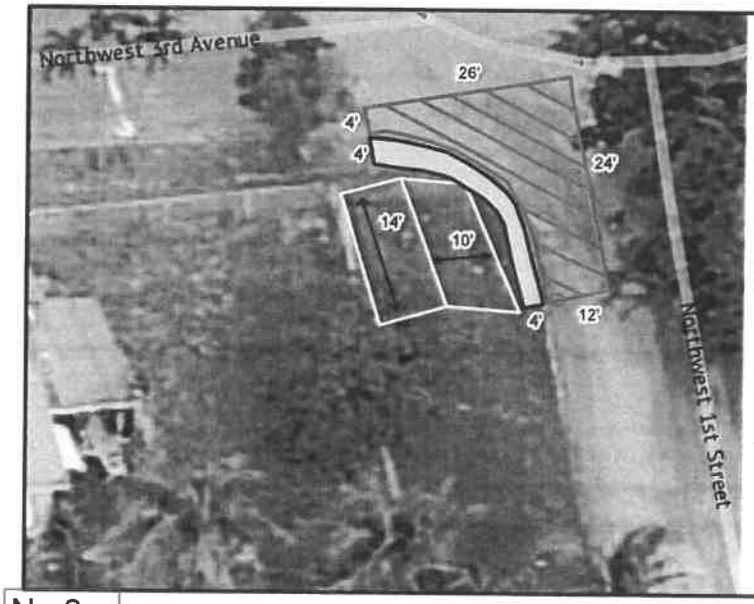


SITE LOCATION

Description: Drainage problems have caused standing water at the corner of NW 3rd Ct. and NW 1st St. The adjacent turf is higher than the edge of pavement, making it difficult for water to drain off the road. Edge of road failures and a large pothole have formed.



CURRENT CONDITION



RECOMMENDED REPAIRS

PAVEMENT:
- Sawcut and remove marked asphalt (roughly 400 SF).
- Remove base and replace with 8" of compacted lime rock.
- Apply tack coat
- Install 1.5" of S-III asphalt in two lifts (tack coat included).

SHOULDER:
- Along the length of the pavement repair, install 33 LF of 4 ft. wide, 6" thick shellrock shoulder installed flush with edge of pavement (includes excavations).

SWALE:
- Remove sod between shoulder and fence (20 ft wide) for a length of 14 ft, centered on pothole in road.
- Regrade the swale so the center line at 10 ft from road sits 6" below edge of pavement, and replaced sod sits 1" below edge of pavement.
- Replace bahia sod (280 SF)

No.3

NW 3rd Ct. & NW 1st St. - Asphalt Repairs

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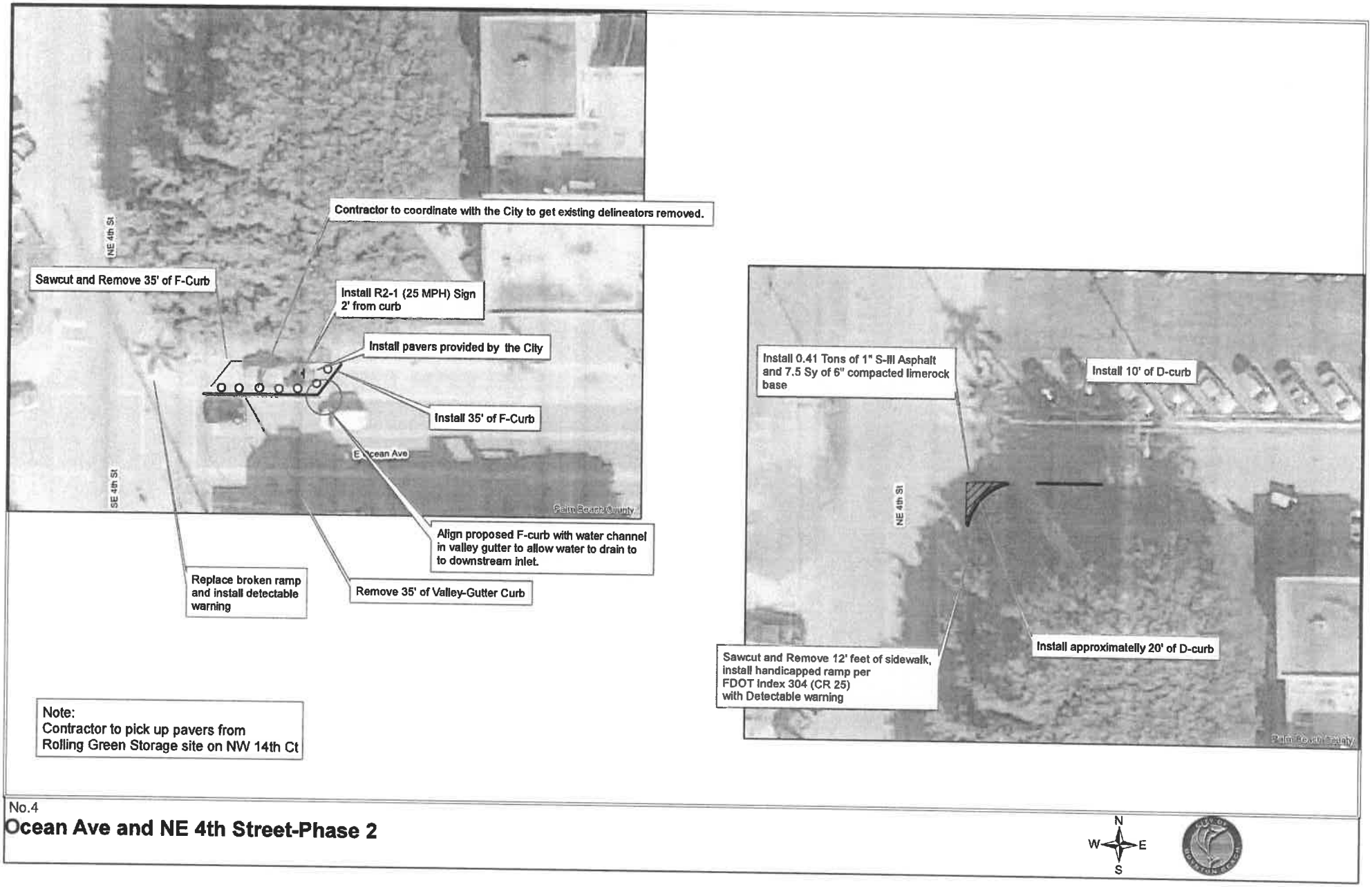


Note:
Contractor to pick up pavers from
Rolling Green Storage site on NW 14th Ct

No.4

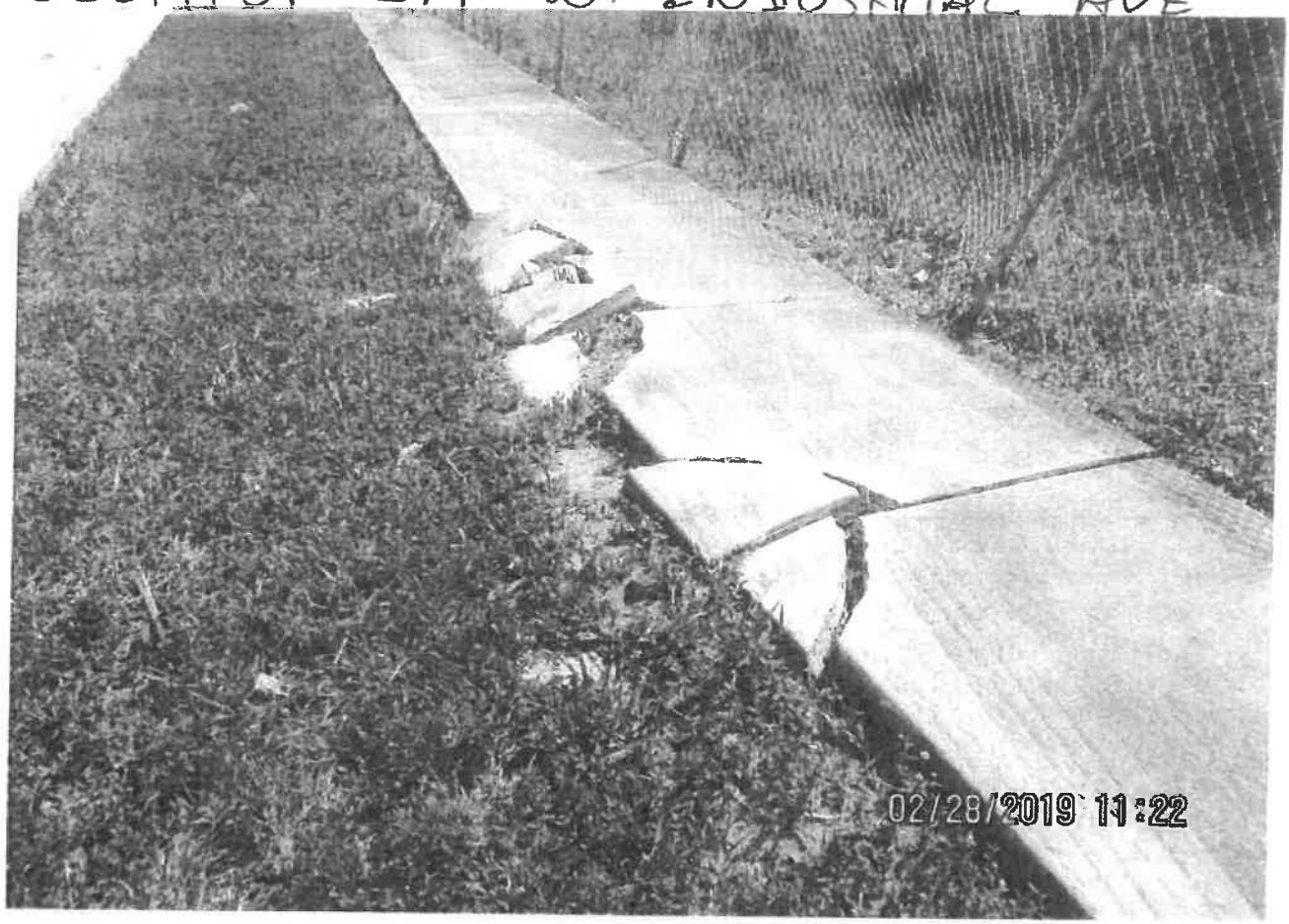
Ocean Ave and NE 4th Street-Phase 2

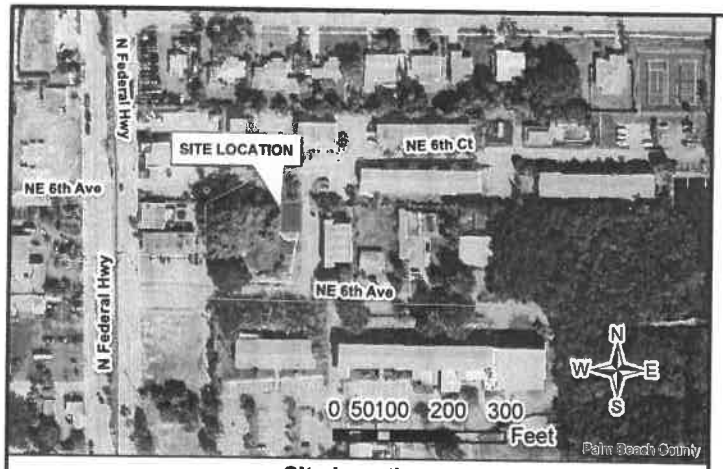
LWDD Canal L-26 Crossings at Sw 18th St and Sw 22nd St

N W E S

1 inch = 25 feet

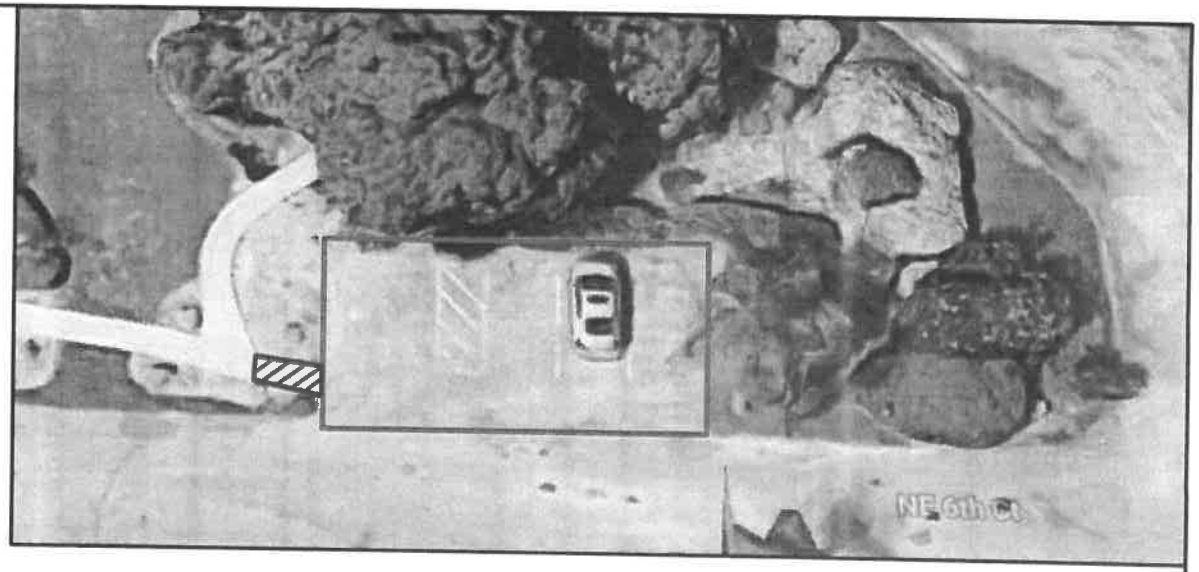
No. 6 South of 314 W. Industrial Ave

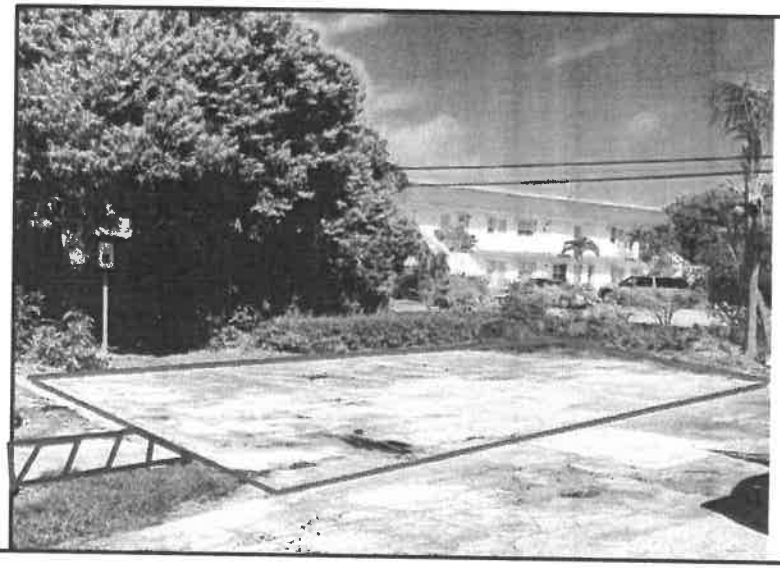




Site Location

Demonstration Park is located just east of N Federal Highway, a quarter mile north of Boynton Beach Boulevard, and is accessed via NE 6th Avenue





Work:

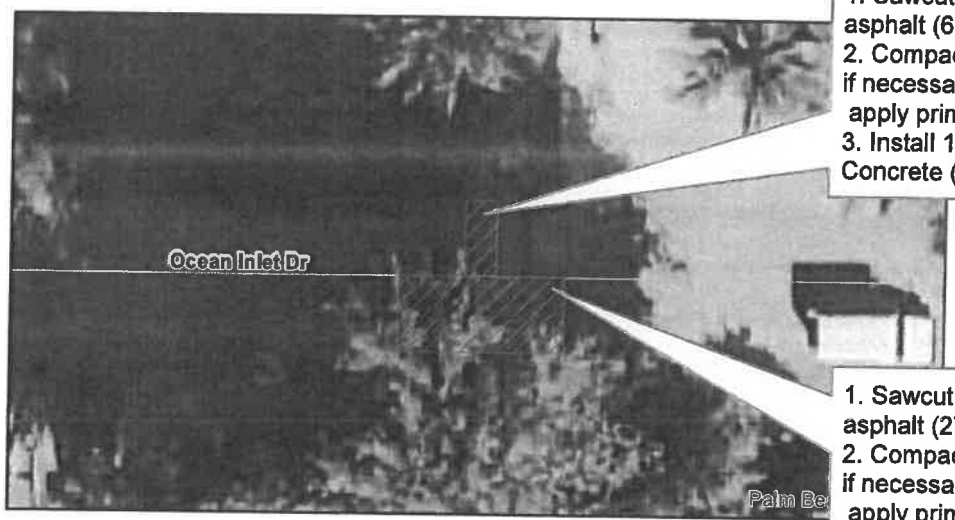
Parking Lot:
- Sawcut and remove red-marked asphalt (~ 1300 SF).
- Remove base and fill with soil.
- Lay down ~ 1300 SF of sod.

Walkway:
- Sawcut and remove blue-marked concrete (~ 50 SF).
- Remove base and fill with soil.
- Lay down ~ 50 SF of sod

Contractor to coordinate with Ground maintenance to install irrigation system. Prior to sodding.

No.7 Demonstration Park - Parking Lot

Print Date: 11/07/18



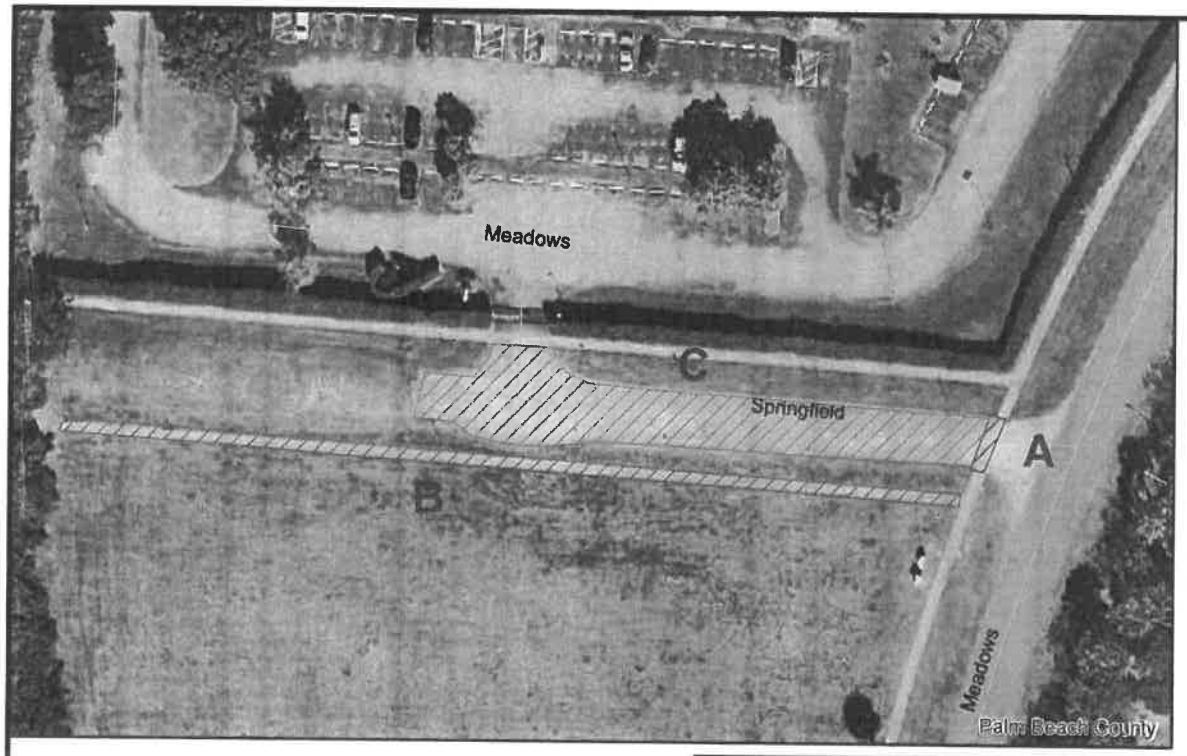
1. Sawcut and remove 11 ft x 5 ft of asphalt (6.1 SY)
2. Compact existing base (add base if necessary to bring up to grade) and apply prime coat*.
3. Install 1 1/2" of S-III Asphaltic Concrete (in 2 lifts).

1. Sawcut and remove 11 ft x 22 ft of asphalt (27 SY)
2. Compact existing base (add base if necessary to bring up to grade) and apply prime coat*.
3. Install 1 1/2" of S-III Asphaltic Concrete (in 2 lifts).

No.8 ***730-736 OCEAN INLET DRIVE- REPAIRS***

*- Prime coat shall be cut back asphalt grade RC-70, or RC-250 conforming to the requirement specified in AASHTO designation M81-75 (1982) (Rate – 0.10 gallons per square yard).

Note that MOT will be required, however a permit from the City will not be necessary.



Springfield Blvd and Meadows Blvd

A. Sawcut, Remove and Replace 4ft wide Concrete Sidewalk (6" thick) (5ft x 23 ft= 115sf).

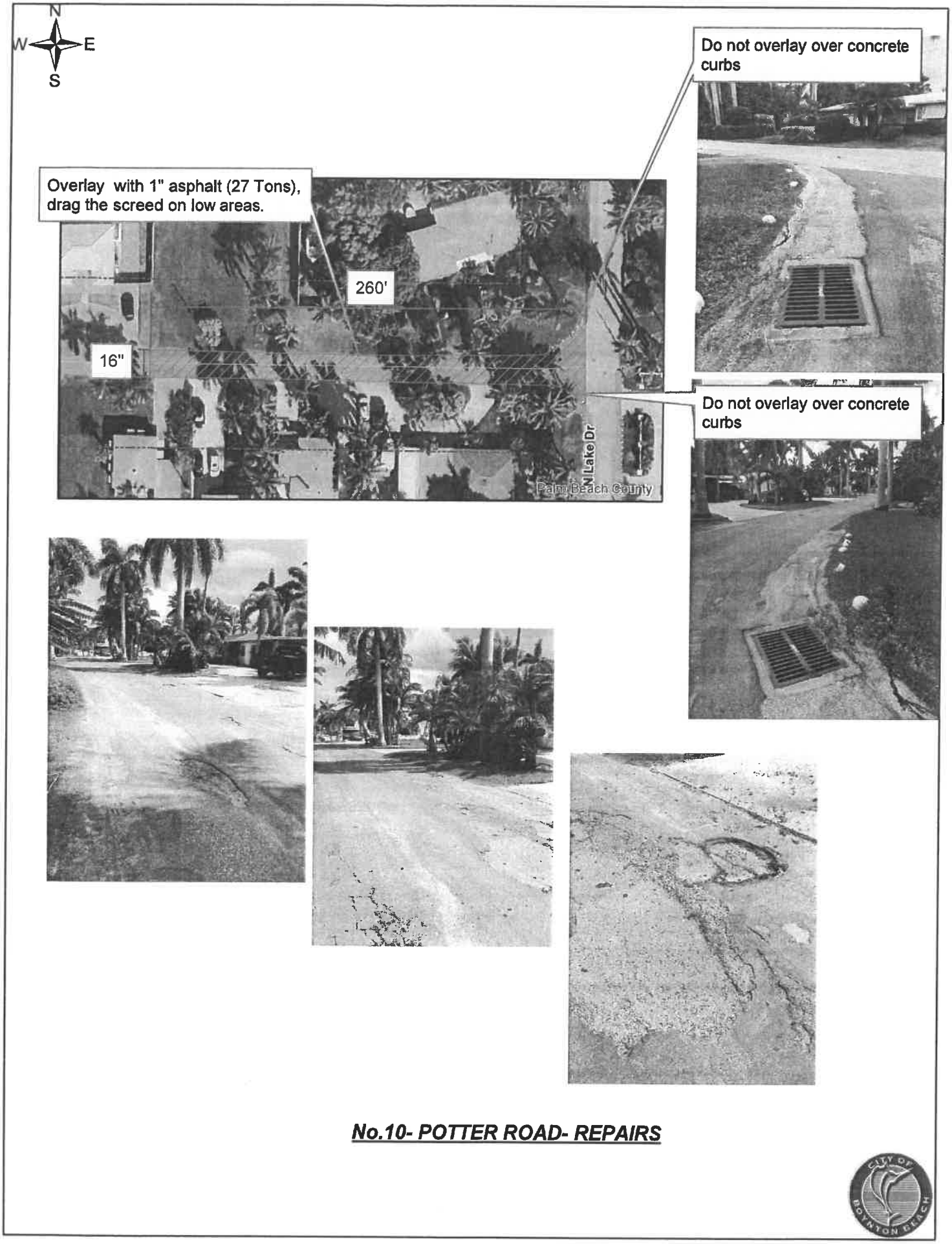
B. Remove 400 Lf of 5ft wide sidewalk
-Install (222 SY) of bahia sod

C. Sawcut & Remove 1.5" Asphalt (734 SY)
-Install (734 SY) of bahia sod

D.West Side of Meadows Bvld at the Cannal Crossing
-Sawcut, Remove and Replace 4ft concrete sidewalk (6" thick)- (5ft x15ft=75 SF)

E. Sawcut, Remove and Replace 4ft concrete sidewalk (4" thick)- This is extra quantities for misc. sidewalks repairs in the Meadows Community.

No.9- 300 POA Road and Sidewalk Removal (Meadows)



No.10- POTTER ROAD- REPAIRS

Asphalt and Concrete Repairs Proposal

City Of Boynton Beach (Public Works-Engineering)

Gary Dunmyer

Project:

Miscellaneous Asphalt and Concrete Repairs
Multiple Locations
Boynton Beach, Fl. 33326

ATLANTICSOUTHERN
PAVING AND SEALCOATING

Rich Atzert
Account Manager

Your Pavement Contractor

Company Info

ATLANTICSOUTHERN
PAVING AND SEALCOATING

Atlantic Southern Paving and Sealcoating
6301 West Sunrise Blvd
Sunrise, Florida, 33313

P: 954-581-5805
F: 954-581-0465
http://www.atlanticsouthernpaving.com

Contact Person

Rich Atzert
Account Manager
Rich@atlanticsouthernpaving.com
Cell: 954-299-6114
Office 954-581-5805

About Us

We Solve Problems and Make Complicated Simple!

We understand that as a manager, owner or investor of properties all over the United States, you need a partner to develop a strategic plan that will preserve your investment for the long term for the least amount of money.

Atlantic Southern Paving & Sealcoating provides pavement design, maintenance & construction services to the residential, commercial, recreational and industrial markets throughout the United States.

Please find the enclosed proposal and do not hesitate to call us with any questions.

Watch a Video About Us: CLICK HERE

FDOT Certified Contractor

Ocean Drive & SW 18th Street

1. Item 3 - 32 hours @ $19.00 per hour.
2. Item 4 - 15 @ .38 each.
3. Item 7 - 10 @ .40 each.
4. Item 38 - 4 @ $390.00 per ton.
5. Item 50 - 70 @ $1.80 per sqyd.

Total Price for this item: $2,303.70

N. Seacrest Blvd & NE 5th Ave

1. Item 4 - 15 @ .38 each.
2. Item 3 - 8 @ $19.00 per hour.
3. Item 7 - 10 @ .40 each.
4. Item 38 - 1 @ $390.00 per ton.
5. Item 93 - 256 @ $7.50 per sqft.
6. Item 94 - 48 @ $10.50 per sqft.

Total Price for this item: $2,975.70

NW 3rd Ct. & NW 1st St.

1. Item 3 - 48 @ $19.00 per hour.
2. Item 4 - 30 @ .38 each.
3. Item 7 - 20 @ .40 each.
4. Item 23 - 15 @ $30.00 per CY.
5. Item 27 - 32 @ $2.70 per SY.
6. Item 31 - 44 @ $15.00 per SY.
7. Item 32 - 44 @ $3.00 per SY.
8. Item 38 - @ $390.00 per ton.
9. Item 39 - 1.5 @ $95.00 per ton
10. Item 53 - 44 @ $20.00 per SY.
11. Item 52 - 33 @ $35.00 per LF.

Total Price for this item: $5,607.30

Ocean Ave. & NE 4th St.

1. Item 3 - 24 @ $19.00 per hour.
2. Item 4 - 30 @ .38 each.
3. Item 7 - 20 @ .40 each.
4. Item 23 - 5 @ $30.00 per CY.
5. Item 31 - 8 @ $15.00 per SY.
6. Item 24 - 7 @ $27.00 per CY.
7. Item 38 - 1 @ $390.00 per ton.
8. Item 79 - 1 @ $175.00 each.
9. Item 85 - 2 @ $3,000.00 each.
10. Item 86 - 30 @ $39.00 per LF.
11. Item 87 - 50 @ $47.00 per LF.
12. Item 93 - 12 @ $7.50 per SF.
13. Item 99 - 300 @ $5.00 per SF.
14. Item 100 - 300 @ $2.00 per SF.

Total Price for this item: $13,209.40

LWDD Crossings Sidewalk Repair

1. Item 3 - 20 @ $19.00 per hour.
2. Item 4 - 20 @ .38 each.
3. Item 7 - 15 @ .40 each.
4. Item 94 - 157 @ $10.50 per SF.

Total Price for this item: $2,042.10

Industrial Ave.

1. Item 3 - 8 @ $19.00 per hour.
2. Item 4 - 20 @ .38 each.
3. Item 7 - 15 @ .40 each.
4. Item 94 - 116 @ $10.50 per SF.
5. Item 95 - 1 @ $300.00 each.

Total Price for this item: $1,683.60

Demonstration Park

1. Item 7 - 20 @ .40 each.
2. Item 28 - 145 @ $3.20 per SY.
3. Item 53 - 145 @ $20.00 per SY.
4. Item 98 - 50 @ $2.00 per SF
5. Item 23 - 30 @ $30.00 per CY.
6. Item 24 - 30 @ $27.00 per CY.
7. Item 81 - 1 @ $75.00 each.

Total Price for this item: $5,257.00

Miscellaneous Asphalt and Sidewalk Repairs-Project No. 1

1. Item 93 - 2,000 @ $7.50 per SF.
2. Item 94 - 2,000 @ 10.50 per SF.

Total Price for this item: $36,000.00

300 POA Raod and Sidewalk Removal

1. Item 4 - 30 @ .38 each.
2. Item 7 - 20 @ .40 each.
3. Item 27 - 955 @ $2.70 per SY.
4. Item 24 - 48 @ $27.00 per CY.
5. Item 53 - 734 @ $20.00 per SY.
6. Item 93 - 600 @ $7.50 per SF.
7. Item 94 - 190 @ $10.50 per SF.
8. Item 98 - 2,000 @ $2.00 per SF.

Total Price for this item: $29,068.90

Potter Road

1. Item 4 - 20 @ .38 each
2. Item 7 - 20 @ .40 each.
3. Item 50 - 98 @ $1.80 per SY.
4. Item 40 - 27 @ $175.00 per ton.

Total Price for this item: $4,917.00

Price Breakdown: Miscellaneous Asphalt and Concrete Repairs

ATLANTICSOUTHERN PAVING AND SEALCOATING

Please find the following breakdown of all services we have provided in this proposal. This proposal originated on March 15, 2019.

Item	Description		Cost
1	Ocean Drive & SW 18th Street		$2,303.70
2	N. Seacrest Blvd & NE 5th Ave		$2,975.70
3	NW 3rd Ct. & NW 1st St.		$5,607.30
4	Ocean Ave. & NE 4th St.		$13,209.40
5	LWDD Crossings Sidewalk Repair		$2,042.10
6	Industrial Ave.		$1,683.60
7	Demonstration Park		$5,257.00
8	Miscellaneous Asphalt and Sidewalk Repairs-Project No. 1		$36,000.00
9	300 POA Raod and Sidewalk Removal		$29,068.90
10	Potter Road		$4,917.00
		Total:	**$103,064.70**

Authorization to Proceed & Contract

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. When signed, this document becomes a contract. E&OE

We understand that if any additional work is required different than what is stated in this proposal/contract, it must be in a new contract or added to this contract.

Please see all attachments for special conditions that may pertain to aspects of this project.

This proposal is good for a period of up to 90 days from the date of the proposal.

Payment Terms

We agree to pay the total sum or balance in full upon completion of this project.

No deposit required.

Date: _____

Gary Dunmyer | City Engineer
City Of Boynton Beach (Public Works-Engineering)
3301 Quantum Blvd, Suite 101
Boynton Beach, FL, 33426
Dunmyerg@bbfl.us
C: 561-945-9394
O: 561-742-6231

Rich Atzert | Account Manager
Atlantic Southern Paving and Sealcoating
6301 West Sunrise Blvd
Sunrise, Florida, 33313
E: Rich@atlanticsouthernpaving.com
C: 954-299-6114
P: 954-581-5805
F: 954-581-0465
http://www.atlanticsouthernpaving.com

Attachments

ATLANTICSOUTHERN
PAVING AND SEALCOATING

Please click any of the links below to view and print all documents.

Company Attachments

About Us

COI 2019

Greco-Arencibia, Adrianna

From: Javier, Andrea
Sent: Monday, April 15, 2019 10:14 AM
To: Greco-Arencibia, Adrianna
Cc: Miller, Keyla
Subject: RE: Atlantic Southern Paving & Sealcoating - Certificate of Insurance & W9
Attachments: The City of Boynton Beach Certificate.pdf

Approved!

Andrea Javier, IPMA-CP
Benefits Administrator
Human Resources and Risk Management
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 3301 Quantum Blvd., Suite 101 | Boynton Beach, Florida 33426
561-742-6044
JavierA@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.

From: Greco-Arencibia, Adrianna <Greco-ArencibiaA@bbfl.us>
Sent: Monday, April 15, 2019 10:02 AM
To: Certificate of Insurance <COI@bbfl.us>
Cc: Javier, Andrea <JavierA@bbfl.us>; Miller, Keyla <MillerK@bbfl.us>
Subject: FW: Atlantic Southern Paving & Sealcoating - Certificate of Insurance & W9
Importance: High

Good morning,

I show that this COI was already approved by Risk last year, but I cannot find the email with your approval. Can you please review and approve again for a requisition I need to enter, thank you.

Adrianna Greco-Arencibia
Assistant to Director
Public Works / Solid Waste
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 222 N.E. 9th Ave. | Boynton Beach, Florida 33435
561-742-6596 | 561-742-6211
Greco-ArencibiaA@bbfl.us | boynton-beach.org/

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

From: Greco-Arencibia, Adrianna
Sent: Thursday, September 27, 2018 8:49 AM
To: Krasnoff, Leah <KrasnoffL@bbfl.us>
Subject: Atlantic Southern Paving & Sealcoating - Certificate of Insurance & W9

Hi Leah,

I have another vendor I need entered for a requisition. Thank you

From: Ketura Walters <ketura@atlanticsouthernpaving.com>
Sent: Thursday, September 27, 2018 8:09 AM
To: Greco-Arencibia, Adrianna <Greco-ArencibiaA@bbfl.us>
Cc: Rich Atzert <Rich@atlanticsouthernpaving.com>
Subject: Certificate of Insurance & W9

Good morning attached you will find the certificate of insurance for Boynton Beach along with our W9. Should you have any questions or concerns please do not hesitate in contacting us.

Regards,

Ketura Walters
Director of First Impressions
ketura@atlanticsouthernpaving.com

Office: 954.581.5805
Fax: 954.581.0465

ATLANTICSOUTHERN
PAVING AND SEALCOATING

Corporate Office:
6301 West Sunrise Boulevard
Sunrise, FL 33313

Services Nationwide with offices in Southeast, Southwest and Central Florida.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/27/2018

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

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

PRODUCER
Bowen, Miclette & Britt of Florida, LLC
1020 N. Orlando Avenue, Suite 200
Maitland FL 32751

CONTACT NAME: Teresa Maddox
PHONE (A/C, No, Ext): (407) 647-1616 **FAX (A/C, No):** (407) 628-1635
E-MAIL ADDRESS: certificates@bmbinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Mutual Insurance Company	23396
INSURER B : Amerisure Insurance Company	19488
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ATLANTICSO
Atlantic Southern Paving & Sealcoating, LLC
P.O. Box 15591
Fort Lauderdale FL 33318-5591

COVERAGES **CERTIFICATE NUMBER:** 1975683357 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	GL20934780402	7/28/2018	7/28/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	CA20934760402	7/28/2018	7/28/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP Per Person	$ 1,000,000 $ $ $ $ 10,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	CU20934800401	7/28/2018	7/28/2019	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC21058140102	7/28/2018	7/28/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: certificates@bmbinc.com

When required by written contract, those parties listed in said contract, including the Certificate Holder, are added as an additional insured with respect to the General Liability, including ongoing and completed operations, Auto Liability, and Umbrella Liability as afforded by the policy and/or endorsements.

When required by written contract, waiver of subrogation is granted with respect to the General Liability, Auto Liability, Workers Compensation, and Umbrella
See Attached...

CERTIFICATE HOLDER

The City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach FL 33425

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: ATLANTICSO

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Bowen, Miclette & Britt of Florida, LLC	Atlantic Southern Paving & Sealcoating, LLC P.O. Box 15591 Fort Lauderdale FL 33318-5591
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Liability to those parties listed in said contract, including the Certificate Holder.

The General Liability, Auto Liability, and Umbrella Liability certified herein are primary and non-contributory to other insurance available, but only to the extent required by written contract.

ACORD 101 (2008/01)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT – FORM A

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number GL20934780402	**Agency Number** 0845507	**Policy Effective Date** 07/28/2018
Policy Expiration Date 07/28/2019	**Date**	**Account Number** 10812793
Named Insured ATLANTIC SOUTHERN PAVING & SEALCOATING, LLC	**Agency** BOWEN MICLETTE & BRITT OF FLORIDA, LLC	**Issuing Company** AMERISURE MUTUAL INSURANCE COMPANY

1. a. **SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization:

   (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or

   (2) Who is named as an additional insured under this policy on a certificate of insurance.

   b. The written contract, written agreement, or certificate of insurance must:

   (1) Require additional insured status for a time period during the term of this policy; and

   (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.

   c. If, however:

   (1) "Your work" began under a letter of intent or work order; and

   (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and

   (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

   we will provide additional insured status as specified in this endorsement.

2. The insurance provided under this endorsement is limited as follows:

   a. That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:

   (1) Premises you:

   (a) Own;

   (b) Rent;

   (c) Lease; or

   (d) Occupy;

   (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

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(a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or

(b) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.

(3) Completed operations coverage, but only if:

(a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or "your work" coverage; and

(b) This coverage part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

b. If the written contract, written agreement, or certificate of insurance:

(1) Requires "arising out of" language; or

(2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:

(a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or

(b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase "caused, in whole or in part, by" in paragraph **2.a.** above is replaced by "arising out of".

c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:

(1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or

(2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or

(3) Both those endorsements with either of those edition dates; or

(4) Either or both of the following:

(a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or

(b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph **2.a.** above applies.

d. Premises, as respects paragraph **2.a.(1)** above, include common or public areas about such premises if so required in the written contract or written agreement.

e. Additional insured status provided under paragraphs **2.a.(1)(b)** or **2.a.(1)(c)** above does not extend beyond the end of a premises lease or rental agreement.

f. The limits of insurance that apply to the additional insured are the least of those specified in the:

(1) Written contract;

(2) Written agreement;

(3) Certificate of insurance; or

(4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

Includes copyrighted material of Insurance Services Office, Inc.

g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

(1) The preparing, approving, or failing to prepare or approve:

(a) Maps;

(b) Drawings;

(c) Opinions;

(d) Reports;

(e) Surveys;

(f) Change orders;

(g) Design specifications; and

(2) Supervisory, inspection, or engineering services.

h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

a. Primary;

b. Excess;

c. Contingent; or

d. On any other basis;

but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph **2.h. Other Insurance.** Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph **2.h. Other Insurance** shown above.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85 Copyright, Insurance Services Office, Inc., 1984

Includes copyrighted material of Insurance Services Office, Inc.

j. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.

Includes copyrighted material of Insurance Services Office, Inc.

7.C.
BIDS AND PURCHASES OVER $100,000
8/7/2018

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/7/2018

REQUESTED ACTION BY COMMISSION:
Award Bid No. 010-2512-18/IT to the two (2) lowest responsive and responsible bidders, Atlantic Southern Paving and Sealcoating, LLC of Sunrise, Florida as Primary Vendor and M&M Asphalt Maintenance Inc. d/b/a All County Paving of Delray Beach, Florida as Secondary Vendor, for Asphalt and Sidewalk Restoration, in the estimated annual amount of $3,000,000.00. The initial contract period starts on the date of award and terminates one year from that date contingent upon receipt and approval of insurance and applicable payment and performance guaranties.

EXPLANATION OF REQUEST:
Initial Bid Term: August 8, 2018 - August 7, 2019

The purpose of this contract is to provide asphalt and sidewalk rehabilitation and associated work on an as needed basis per the specifications and requirements as defined within the bid documents. It is intent of the City to place order with the lowest priced bidder, designated as the Primary Vendor; the next low bidder will be designated as the Secondary Vendor. Purchase Orders issued under the Secondary award will be issued when the Primary Vendor voluntarily defers the Work, when the Primary Vendor is unable to perform or when the City determines that the Primary Vendor's maximum service capacity has been reached (based upon outstanding City Purchase Orders) and additional service capacity is still needed by the City to meet City's service timeframes.

In the next 12 months, it is anticipated that Public Works Engineering, Utilities, and Facilities will use this contract for approximately $3 million worth of road and sidewalk rehabilitation/repairs, parking lot sealcoating and parking lot construction.

On June 15, 2018, the City opened a total of six (6) submittals to this Bid. The submittal from Florida Blacktop, Inc. was deemed non-responsive for not meeting the minimum licensing requirements of the Bid. The submittal from Janice M. Riley, Inc. dba The Paving Lady was deemed non-responsive for failure to return Addendum No. 1 as required by the Bid.
In accordance with the terms and conditions of the Bid, the City reserves the right to make multiple awards for this Bid and to award to the vendor(s) whose bid represents the most advantageous bid to the City, price and other factors considered. Awards may be made to a maximum of two (2) responsive, responsible bidders on an item-by-item basis or for all items, whichever is in the City's best interest.

In order to establish the lowest responsive and responsible bidders for award of this Bid, Public Works Engineering staff took what they estimated to be a typical project for the City and entered each vendors unit price into a quantity take off for that project. The results showed that Atlantic Southern Paving and Sealcoating was the low responsive bidder (primary) and M&M Asphalt Maintenance, Inc. dba All County Paving was the second low responsive bidder (secondary).

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
Many of the City's roads are over 20 years old and have exceeded their service life expectancy. As these roads age, they are requiring more maintenance (i.e. pothole and crack repairs). The award of this bid will allow staff to begin the process of rehabilitating the City's roads and thus add 15+ years to the road's service life and reducing maintenance costs. With less maintenance, staff time can be directed towards other facility maintenance projects.

FISCAL IMPACT:
Each requirement processed against this open-end contract will be funded by the appropriate funding source at the time of release.

ALTERNATIVES:
Reject all bids received. Resolicit the requirement. Require staff to perform these services in-house.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: 303-4904-541-6303 $850,000
303-4905-586-63-08 $1,700,000

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: Asphalt + Sidewalk Replacement/Resoration

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
D	Tab Sheets	Bid Tabulation - Asphalt and Sidewalk Rehabilitation
D	Bid	Price Analysis - Asphalt and Sidewalk Rehabilitation
D	Bid	Advertised Bid - Asphalt and Sidewalk Rehabilitation
D	Bid	Bid Attachment A - Technical Specifications
D	Bid	Addendum No. 1 to Bid
D	Bid	Addendum No. 2 to Bid

The City of Boynton Beach

Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

August 15, 2018

Michael Curry, President
Atlantic Southern Paving & Sealcoating LLC
6301 W. Sunrise Blvd.
Sunrise, FL 33313

VIA E-MAIL TO: mjamescurry@atlanticsouthernpaving.com

REF: AWARD OF BID NO. 010-2512-18/IT – ASPHALT AND SIDEWALK REHABILITATION (ANNUAL CONTRACT)

Dear Mr. Curry

At the meeting of August 7, 2018, City Commission awarded the subject Bid to your firm. The initial term of the Contract will be from August 8, 2018 thru August 7, 2019.

A link to the approved agenda item and associated backup may be obtained at the following link: https://boyntonbeach.novusagenda.com/agendaintranet/CoverSheet.aspx?ItemID=4400&MeetingID=197

Please submit your company's Certificate of Insurance, in full accordance with the terms and conditions of the Bid to my attention at your soonest convenience. Please ensure that the City of Boynton Beach is listed on the Certificate as an additional insured. In addition, please submit Performance and Payment Bonds **in the amount of $350,000**. Upon receipt of the Performance/Payment Bonds, properly recorded in Palm Beach County records and Certificate of Insurance, we will provide you with a purchase order.

The Contract Manager for this Contract is Gary Dunmyer, City Engineer, Telephone: (561) 742-6231 and e-mail: dunmyerg@bbfl.us.

We would like to thank you for responding to this Invitation to Bid and we look forward to working with Atlantic Southern Paving & Sealcoating on this requirement.

Sincerely,

Ilyse Triestman

Ilyse Triestman, CPPO, CPPB
Purchasing Manager

cc: Gary Dunmyer, MBA, P.E., City Engineer
Central File
File

ASPHALT AND SIDEWALK REHABILITATION

BID DUE DATE: JUNE 22, 2018
BID DUE TIME: 2:30 P.M.
BID No.: 010-2512-18/IT

"Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

VENDORS	Atlantic Southern Paving and Sealcoating, LLC 6301 W. Sunrise Blvd. Sunrise, Florida 33313 Ph: (954) 581.5805 Fax: (654) 581-0465 miamescurry@atlanticsouthernpaving.com	Florida Blacktop, Inc. 1287 West Atlantic Blvd. Pompano, Beach, Florida 33069 Ph: (954) 943-9700 Fax: (954) 943-9222 leeshaouy@gmail.com	M&M Asphalt Maintenance, Inc. d/ba All County Paving 1180 SW 10th Street Delray, Beach Florida 33444 Ph: (561) 588-0949 Fax: (561) 588-2140 publicworks@allcountypaving.com	Rapid Milling & Paving, LLC. 1014 S. Congress Ave. Palm Springs, Florida 33406 Ph: (561) 517-8417 Fax: (561) 650-1334	Janice M. Riley, Inc. d/b/a The Paving Lady 1000 W. Industrial Avenue Boynton Beach, Florida 33426 Ph: (561) 572-2600 Fax: (561) 572-2601 mauro@pavinglady.com	Weekley Asphalt Paving, Inc. 20701 Stirling Road Pembroke Pines, Florida 33332 Ph. (954) 680-8005 Fax: (954) 680-8671 weekleyasp@aol.com
ORIGINAL AND TWO COPIES	Yes	Yes	Yes	Yes	Yes	Yes
BIDDER ACKNOWLEDGEMENT	Yes	Yes	Yes	Yes	Yes	Yes
TOTAL BID PRICE (FOR ITEMS 1 THRU 108):	$399,936.23	$813,289.06	$923,458.65	$582,379.67	$563,635.27	$857,286.60
ACKNOWLEDGEMENT OF ADDENDUM 1	Yes	Yes	Yes	Yes	No	Yes
ACKNOWLEDGEMENT OF ADDENDUM 2	Yes	Yes	Yes	Yes	Yes	Yes
GENERAL CONTRACTORS LICENSE? PRE-QUAL LETTER FROM THE FDOT?	General Contractor; CGC019339	No; Certified Underground Utility and Excavation Contractor		CGC1508179	Yes	Yes
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER	Yes	Yes	Yes	Yes	Yes	Yes
ANTI-KICKBACK AFFIDAVIT	Yes	Yes	Yes	Yes	Yes	Yes
MINORITY OWNED BUSINESS STATEMENT SUBMITTED	Not Minority Owned	Not Minority Owned	Not Minority Owned	Not Minority Owned	Minority Owned	Not Minority Owned
CONFIRMATION OF DRUG FREE WORKPLACE SUBMITTED	Yes	Yes	Yes	Yes	Yes	Yes
ACKNOWLEDGEMENT OF PBC INSPECTOR GENERAL SUBMITTED	Yes	Yes	Yes	Yes	Yes	Yes
COMMENTS: E.G. - Did vendor submit Local Business Status Certification form?	Not Local LBTR: 200116842	Not Local U13066	Not Local 201246019	Not Local	Yes; Local Vendor Status 18-00013668	Not Local N/A
	Recommended for Award; Primary	Rejected; Non-Responsive	Recommended for Award; Secondary		Rejected; Non-Responsive	

Recommended for award 7/24/18 - Based upon unit price/terms and conditions/best value
Rejected: Florida Blacktop does not possess the requisite General Contractors License or FDOT pre-qualification as required by the Bid.
Rejected: The Paving Lady's submittal is rejected as non-resptial is rejected as non-responsive for failure to return or acknowledge addendum no. '

Opened and tabulated by: I. Triestman, 6.22.18; witnessed by: L. Krasnoff 6.22.18

Greco-Arencibia, Adrianna

From: Dunmyer, Gary
Sent: Friday, August 24, 2018 4:51 PM
To: Greco-Arencibia, Adrianna
Subject: PO for Atlantic southern Paving and Sealcoating

On the 1st meeting in August the commission approved $3,000,000 for this contractor. Ilyse may have the approved COI. Has the PO been issued?
If not can you look into doing it for me?

Gary

Gary Dunmyer, MBA, P.E.
City Engineer
Public Works, Engineering
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33426
Physical Address: 100 E. Boynton Beach Blvd. | Boynton Beach, Florida 33435
561-742-6231
DunmyerG@bbfl.us | boynton-beach.org/

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.

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 191020
DATE: 04/25/19

VENDOR 14283

TO: ANZCO, INC.
9671 CAROUSEL CIRCLE SOUT
BOCA RATON, FL 33434

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

REQUISITION NO. 73702	ORDERING DEPARTMENT: FACILITIES/AGGA/GM		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	52597.00	DL	ADDENDUM #1 - LABOR, MATERIALS, TOOLS COMMISSION APPROVED 08/07/18 RESOLUTION NO. R18-104 REQ NO. 018-2511-18/IT SUPPLY ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, HARDWARE, SUPPLIES AND SUPERVISION FOR THE INSTALLATION OF (9) NINE ROLL-UP DOORS AND MOTOR OPERATORS. CONTROL BOX TO BE MOUNTED BETWEEN VERTICAL TRACKS. DOORS SHALL BE 9'-6" (W) X 13'-0" (H), THEY SHALL BE MADE OF STEEL WITH A CHAIN HOIST AND MOTOR OPERATORS AND HAVE A 20" OF HEADROOM.	1.0000	52597.00
2	11000.00	DL	REMOVE FENCE & POST RELOCATE FENCE AND POST (PER SKETCH) PROVIDE AND INSTALL 20GA METAL STUDS WITH 5/8" DURA-ROCK EACH SIDE. CAULK ALL JOINTS AND PRIME AND PAINT WITH SHERWIN WILLIAMS EXTERIOR COLOR: WINDRIDGE (MAB5105), INTERIOR COLOR: STUCCO (SW237-19) PER SKETCH	1.0000	11000.00
3	1910.00	DL	PERMIT FEES	1.0000	1910.00

PROCUREMENT SERVICES:	MEF 4/25/19	P.O. TOTAL:

ACCOUNT NO.
501-2516-519.49-17

PROJECT

PURCHASING

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
3301 Quantum Blvd. Suite 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 191020
DATE: 04/25/19

VENDOR 14283

TO: ANZCO, INC.
9671 CAROUSEL CIRCLE SOUT
BOCA RATON, FL 33434

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

REQUISITION NO. 73702	ORDERING DEPARTMENT: FACILITIES/AGGA/GM		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST

REMARKS:
INSTALLATION OF DOORS & WALLS AT NEW FLEET BAY
TASK ORDER F-21-2019

PROCUREMENT SERVICES:	MEF 4/25/19	P.O. TOTAL:	65507.00

ACCOUNT NO.
501-2516-519.49-17

PROJECT

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

Date: 4/17/19

Requesting Department: P.W-FAC **Contact Person:** GAIL MOOTZ

Explanation for Purchase:

INSTALLATION OF DOORS & WALL AT THE NEW FLEET LOCATION

Task Order F-21-2019

Recommended Vendor ANZCO

Dollar Amount of Purchase $ 63,507.00

Source for Purchase (check and attach backup materials):

Three Written Quotations	☐	GSA	☐
State Contract	☐	PRIDE/RESPECT	☐
SNAPS	☐	Sole Source	☐
Piggy-Back	☐	Budgeted Item	☐
Emergency Purchase	☐	Other	☐

Contract Number: COBB RFQ-018-2511-18/IT MINOR CONSTRUCTION ✓

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

Fund Source for Purchase:

Approvals:

Department Head		Date 4/23/19
Purchasing Agent	MEF	Date 4/23/19
Asst City Manager		Date
City Manager	Lou LaVerne	Date 4/25/19

Form Revised 02/01/02

PURCHASE REQUISITION NBR: 0000073702

REQUISITION BY: FACILITIES/AGGA/GM

STATUS: DEPT APPROVAL
REASON: INSTALLATION OF DOORS & WALL AT NEW FLEET BAY

DATE: 4/23/19

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 14283 ANZCO, INC.

DELIVER BY DATE: 4/24/19

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	ADDENDUM #1 - LABOR, MATERIALS, TOOLS COMMISSION APPROVED 08/07/18 ✓ RESOLUTION NO. R18-104 REQ NO. 018-2511-18/IT SUPPLY ALL LABOR, MATERIALS, TOOLS, EQUIPMENT, HARDWARE, SUPPLIES AND SUPERVISION FOR THE INSTALLATION OF (9) NINE ROLL-UP DOORS AND MOTOR OPERATORS. CONTROL BOX TO BE MOUNTED BETWEEN VERTICAL TRACKS. DOORS SHALL BE 9'-6" (W) X 13'-0" (H), THEY SHALL BE MADE OF STEEL WITH A CHAIN HOIST AND MOTOR OPERATORS AND HAVE A 20" OF HEADROOM. COMMODITY: HARDWARE,AND ALLIED ITEMS SUBCOMMOD: DOOR CLOSERS,HANGERS ETC	52597.00	DL	1.0000	52597.00	
2	REMOVE FENCE & POST RELOCATE FENCE AND POST (PER SKETCH) PROVIDE AND INSTALL 20GA METAL STUDS WITH 5/8" DURA-ROCK EACH SIDE. CAULK ALL JOINTS AND PRIME AND PAINT WITH SHERWIN WILLIAMS EXTERIOR COLOR: WINDRIDGE (MAB5105), INTERIOR COLOR: STUCCO (SW237-19) PER SKETCH COMMODITY: HARDWARE,AND ALLIED ITEMS SUBCOMMOD: DOOR CLOSERS,HANGERS ETC	11000.00	DL	1.0000	11000.00	
3	PERMIT FEES COMMODITY: HARDWARE,AND ALLIED ITEMS SUBCOMMOD: DOOR CLOSERS,HANGERS ETC	1910.00	DL	1.0000	1910.00	

REQUISITION TOTAL: 65507.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	50125165194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	52597.00
2	50125165194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	11000.00
3	50125165194917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	1910.00
					65507.00

Taskorder F-21-2019
through minor construction bid

APPROVALS

City Manager _____ Date 4/25/19
Finance Dept MEF Date 4/23/19
Risk Manager COI App by RFS Date
~~City Attorney~~ _____ Date

PURCHASE REQUISITION NBR: 0000073702

REQUISITION BY: FACILITIES/AGGA/GM

STATUS: DEPT APPROVAL
REASON: INSTALLATION OF DOORS & WALL AT NEW FLEET BAY

DATE: 4/23/19

SHIP TO LOCATION: PUBLIC WORKS

SUGGESTED VENDOR: 14283 ANZCO, INC.

DELIVER BY DATE: 4/24/19

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

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

COMMISSION APPROVED 08/07/18 (AGENDA ITEM ATTACHED)

RESOLUTION NO. R18-104 (ATTACHED)

REQ NO. 018-2511-18/IT

COI ATTACHED WITH RISK APPROVAL EMAIL

OVER $10,000 FORM ATTACHED ✓

REQUEST FOR OFFICE ASSISTANCE

FROM: GAIL MOOTZ **Date:** 4/17/19

- **PRIORITY / DATE NEEDED BY:**

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

Account Number: ___-___-___.__-__ **Project No.:** _____

☐ **Request for Requisition - Vendor:** ANZCO, INC

Account Number: 501-2516-519.49-17 **Project No.:** _____

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

Commission Approved 8/7/18. Agenda Item Att'd
Resolution No. R18-104 Att'd
RFQ No. 018-2511-18/IT
COI App'd by Risk email att'd
Need acct # (Fleet)

☐ Verbal Quotes ($500 to $1,999):

Vendor: _____ Cost: _____ Date:

Person Spoke With: _____ Phone Number: _____

Vendor: _____ Cost: _____ Date:

Person Spoke With: _____ Phone Number: _____

Vendor: _____ Cost: _____ Date: _____

Person Spoke With: _____ Phone Number: _____

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

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

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

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

☐ File As: _____

☒ OTHER: COBB RFQ - 018-2511-18/IT MINOR CONSTRUCTION

Special Instructions:

INSTALLATION OF DOORS & WALL AT THE NEW FLEET LOCATION

Request completed by: _____ **Date completed:** 4/17/19

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

F-21-2019 -Fleet Relocation (Roll-up Doors)- 222 N. E. 9th Ave.
RFQ NO. 018-2511-18/IT PRE-QUALIFICATION OF CONTRACTORS FOR MINOR CONSTRUCTION SERVICES - BID FORM
Addendum #1

ITEM	DESCRIPTION	QTY	UNIT	TOTAL
Addendum #1	Supply all labor, materials, tools, equipment, hardware, supplies and supervision for the installation of **(9) nine** roll-up doors and motor operators. **Control box to be mounted between vertical tracks.**	1	LS	52,597.00
	Doors shall be 9'-6" (w) x 13'-0" (h), they shall be made of steel with a chain hoist and motor operators and have 20" of headroom.			
	Doors shall meet the specifications of attached NOA			
	Door shall match the attached picture, color shall match Sherwin Williams Windridge (MAB5106).			
	The doors vertical tracks shall be installed/attached to the I-beam per the attached sketch.			
	The above sized Storm Tite series rolling door(s) as manufactured by Rolling Door Parts. Door standard features to include the following: Curtain slats will be galvanized painted steel. Curtain will be provided with steel endlocks or malleable iron endlocks on alternate slats. Windlocks will be used as required to meet design wind load, minimum 60 psf. Guides will be three structural steel angles. Brackets will be hot rolled steel plate to support the barrel, counterbalance and hood. Counterbalance will be helical torsion springs housed in a steel pipe with a deflection limited to .03" per foot of span (width) and adjustable by means of an external tension wheel. All non-galvanized, exposed, ferrous surfaces will receive one coat of rust inhibitive primer. White or galvanized steel flat slats. Miami Dade hurricane rated.			
	Openings are currently 10' 6" but will end up around 9' 6" after new doors are installed.			
Addendum #1	**Remove fence and Post; Relocate fence and post (per sketch)**	1	LS	11,000.00
	Provide and install 20ga metal studs with 5/8" dura-rock each side. Caulk all joints and prime and paint with Sherwin Williams Exterior Color: Windridge (MAB5105), Interior Color : Stucco (SW237-19). (per sketch)			
	Provide and install new 36"x 84" hollow metal door, frame, and panic hardware. (per sketch)			
			Sub-Total	63597.00
	Permit Fees			1910.00
			GRAND TOTAL BID PRICE	65,507.00

Total Bid Price (in words) SIXTY FIVE THOUSAND FIVE HUNDRED SEVEN DOLLARS AND 00/100

Name of Firm Submitting Bid Proposal

ANZCO INC
(PRINT)

Name of Person Submitting Bid Proposal

JOHN ZAR
(PRINT)

Name of Person Submitting Bid Proposal

(SIGNATURE)

Date: 4/10/19

F-21-2019 -Fleet Relocation (Roll-up Doors)- 222 N. E. 9th Ave.
RFQ NO. 018-2511-18/IT PRE-QUALIFICATION OF CONTRACTORS FOR MINOR CONSTRUCTION SERVICES - BID FORM
Addendum #1

ITEM	DESCRIPTION	QTY	UNIT	TOTAL
Addendum #1	Supply all labor, materials, tools, equipment, hardware, supplies and supervision for the installation of (9) **nine** roll-up doors and motor operators. **Control box to be mounted between vertical tracks.**	1	LS	68,300.00
	Doors shall be 9'-6" (w) x 13'-0" (h), they shall be made of steel with a chain hoist and motor operators and have 20" of headroom.			
	Doors shall meet the specifications of attached NOA			
	Door shall match the attached picture, color shall match Sherwin Williams Windridge (MAB5106).			
	The doors vertical tracks shall be installed/attached to the I-beam per the attached sketch.			
	The above sized Storm Tite series rolling door(s) as manufactured by Rolling Door Parts. Door standard features to include the following: Curtain slats will be galvanized painted steel. Curtain will be provided with steel endlocks or malleable iron endlocks on alternate slats. Windlocks will be used as required to meet design wind load, minimum 60 psf. Guides will be three structural steel angles. Brackets will be hot rolled steel plate to support the barrel, counterbalance and hood. Counterbalance will be helical torsion springs housed in a steel pipe with a deflection limited to .03" per foot of span (width) and adjustable by means of an external tension wheel. All non-galvanized, exposed, ferrous surfaces will receive one coat of rust inhibitive primer. White or galvanized steel flat slats. Miami Dade hurricane rated.			
	Openings are currently 10' 6" but will end up around 9' 6" after new doors are installed.			
Addendum #1	**Remove fence and Post; Relocate fence and post (per sketch)**	1	LS	9800.00
	Provide and install 20ga metal studs with 5/8" dura-rock each side. Caulk all joints and prime and paint with Sherwin Williams Exterior Color: Windridge (MAB5105), Interior Color : Stucco (SW237-19). (per sketch)			
	Provide and install new 36"x 84" hollow metal door, frame, and panic hardware. (per sketch)			
			Sub-Total	78,100.00
			Permit Fees	1600.00
			GRAND TOTAL BID PRICE	79,700.00

Total Bid Price (in words) Seventy nine thousand, seven hundred dollars and zero cents

Name of Firm Submitting Bid Proposal Eff Florida Enterprises DBA – Creative Contracting Grp.
(PRINT)

Name of Person Submitting Bid Proposal

LISA Addis
(PRINT)

Name of Person Submitting Bid Proposal

L. Addis
(SIGNATURE)

Date: 4-10-19

F-21-2019 -Fleet Relocation (Roll-up Doors)- 222 N. E. 9th Ave.
RFQ NO. 018-2511-18/IT PRE-QUALIFICATION OF CONTRACTORS FOR MINOR CONSTRUCTION SERVICES - BID FORM
Addendum #1

ITEM	DESCRIPTION	QTY	UNIT	TOTAL
Addendum #1	Supply all labor, materials, tools, equipment, hardware, supplies and supervision for the installation of (9) nine roll-up doors and motor operators. **Control box to be mounted between vertical tracks.**	1	LS	82,061.94
	Doors shall be 9'-6" (w) x 13'-0" (h), they shall be made of steel with a chain hoist and motor operators and have 20" of headroom.			
	Doors shall meet the specifications of attached NOA			
	Door shall match the attached picture, color shall match Sherwin Williams Windridge (MAB5106).			
	The doors vertical tracks shall be installed/attached to the I-beam per the attached sketch.			
	The above sized Storm Tite series rolling door(s) as manufactured by Rolling Door Parts. Door standard features to include the following: Curtain slats will be galvanized painted steel. Curtain will be provided with steel endlocks or malleable iron endlocks on alternate slats. Windlocks will be used as required to meet design wind load, minimum 60 psf. Guides will be three structural steel angles. Brackets will be hot rolled steel plate to support the barrel, counterbalance and hood. Counterbalance will be helical torsion springs housed in a steel pipe with a deflection limited to .03" per foot of span (width) and adjustable by means of an external tension wheel. All non-galvanized, exposed, ferrous surfaces will receive one coat of rust inhibitive primer. White or galvanized steel flat slats. Miami Dade hurricane rated.			
	Openings are currently 10' 6" but will end up around 9' 6" after new doors are installed.			
Addendum #1	**Remove fence and Post; Relocate fence and post (per sketch)**	1	LS	30,400.00
	Provide and install 20ga metal studs with 5/8" dura-rock each side. Caulk all joints and prime and paint with Sherwin Williams Exterior Color: Windridge (MAB5105), Interior Color : Stucco (SW237-19). (per sketch)			
	Provide and install new 36"x 84" hollow metal door, frame, and panic hardware. (per sketch)			
		Sub-Total		
	Permit Fees			2,309.06
		GRAND TOTAL BID PRICE	$	114,771.00

Total Bid Price (in words): One hundred fourteen thousand seven hundred seventy one & 00/100 dollars

Name of Firm Submitting Bid Proposal: Republic Construction Corp (PRINT)

Name of Person Submitting Bid Proposal: Steven Neubarth (PRINT)

Name of Person Submitting Bid Proposal: (SIGNATURE)

Date: 4/10/2019

R18-104

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND MINOR CONSUTRUCTION SERVICES CONTRACTOR

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

1. PROJECT DESIGNATION. The Contractor is retained by the City to perform minor construction services in connection with the **RFQ FOR PRE-QUALIFICATION OF CONTRACTORS FOR MINOR CONSTRUCTION SERVICES; RFQ No.: 018-2821-18/IT.**

2. SCOPE OF SERVICES/PROCESS. This Agreement applies to the performance of minor construction projects, which are those costing less than $185,000. These minor construction projects shall be initiated by the City upon issuance of a solicitation, or task order and shall be advertised to all pre-qualified Contractors. No project under this contract shall require bid, payment, or performance bonds unless specifically noticed in the solicitation, or task order. Projects will commence only upon issuance of a valid Purchase Order by the Finance Department and written Notice to Proceed from the Public Works Department. Emergency work may be assigned at the City's discretion per the scope of the RFQ, and shall be based upon the CONTRACTOR'S expertise, or competitive proposal submittal. The CONTRACTOR shall be required to respond to each advertisement when requested, whether by offer or response of "no bid." If the CONTRACTOR fails to respond to more than three (3) consecutive requests, the firm shall be removed from the program, and all subsequent bidding opportunities under this contract.

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

4. TERM: This Agreement shall commence upon Commission approval and shall be valid for an initial term of one (1) year. The City of Boynton Beach may renew the contract with the same terms and conditions for three (3) additional, one-year renewal terms subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. **At the City's request, the Firm shall continue services beyond the final expiration date as approved by the City Manager or City Commission. Such extension(s) shall not exceed a six-month period.**

5. PAYMENT: The City will pay the CONTRACTOR for performance of the work performed under each solicitation, or task order that is completed in accordance with the solicitations, or task orders at the lump sum or unit prices presented by the CONTRACTOR and accepted by the City.

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

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

c. Final payment of any balance due the CONTRACTOR of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.

d. Payment as provided in this section by the City shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

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

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

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

8. INDEMNIFICATION. CONTRACTOR shall indemnify, defend and hold harmless the City, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONTRACTOR's own employees, or damage to property occasioned by a negligent act, omission or failure of the CONTRACTOR.

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

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

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

omissions

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

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

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

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

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

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

15. TERMINATION.

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

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

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

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

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

Notices to CONTRACTOR shall be sent to the following address:

ANZCO, INC.
4671 CAROUSEL CIRCLE SOUTH
BOCA RATON, FL. 33431

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

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

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

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

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

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

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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

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

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.

DATED this 20th day of August, 2019.

CITY OF BOYNTON BEACH

Lori LaVerriere, City Manager

ANZCO INC
CONTRACTOR

Attest/Authenticated:

John B. Zak President
Title

Judy Pyle, City Clerk

(Corporate Seal)

Approved as to Form:

James A. Cherof, City Attorney

Attest/Authenticated:

Secretary

Greco-Arencibia, Adrianna

From: Mootz, Gail
Sent: Monday, April 22, 2019 10:18 AM
To: Greco-Arencibia, Adrianna
Subject: FW: ANZCO COI
Attachments: COI 4.8.19.pdf

Update COI

Gail Mootz
Project Supervisor
Public Works, Facilities Maintenance
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 222 N.E. 9th Ave. | Boynton Beach, Florida 33435
561-742-6223
MootzG@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.

From: Javier, Andrea <JavierA@bbfl.us>
Sent: Monday, April 08, 2019 3:17 PM
To: Krasnoff, Leah <KrasnoffL@bbfl.us>
Cc: Miller, Keyla <MillerK@bbfl.us>; Mootz, Gail <MootzG@bbfl.us>; Luma, Jonele <LumaJ@bbfl.us>
Subject: RE: ANZCO COI

Yes, the attached meets City requirements.

Andrea Javier, IPMA-CP
Benefits Administrator
Human Resources and Risk Management
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 3301 Quantum Blvd., Suite 101 | Boynton Beach, Florida 33426
561-742-6044
JavierA@bbfl.us | boynton-beach.org/
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Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure.Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

From: Krasnoff, Leah <KrasnoffL@bbfl.us>
Sent: Monday, April 08, 2019 3:16 PM
To: Javier, Andrea <JavierA@bbfl.us>
Cc: Miller, Keyla <MillerK@bbfl.us>; Mootz, Gail <MootzG@bbfl.us>; Luma, Jonele <LumaJ@bbfl.us>
Subject: FW: ANZCO COI

Hi Andrea,

Attached is an updated COI because the one we have on file is expired. Does it meet City requirements?

Thank you,

Leah Krasnoff
Accounting Technician
Financial Services
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 3301 Quantum Blvd., Suite 101 | Boynton Beach, Florida 33426
561-742-6308
KrasnoffL@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.

From: Luma, Jonele <LumaJ@bbfl.us>
Sent: Monday, April 08, 2019 3:14 PM
To: Krasnoff, Leah <KrasnoffL@bbfl.us>; Mootz, Gail <MootzG@bbfl.us>
Subject: RE: ANZCO COI

Hello,

Here is the updated COI.

Thanks,

Jonele Luma
Administrative Associate
Public Works, Fleet
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 222 N.E. 9th Ave. | Boynton Beach, Florida 33435
561-742-6594
LumaJ@bbfl.us | boynton-beach.org/
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Please be advised that Florida has a broad public records law and all correspondence to me via email may be subject to disclosure.Under Florida records law, email addresses are public records. Therefore, your e-mail communication and your e-mail address may be subject to public disclosure.

From: Krasnoff, Leah
Sent: Monday, April 08, 2019 11:24 AM
To: Mootz, Gail <MootzG@bbfl.us>; Luma, Jonele <LumaJ@bbfl.us>
Subject: ANZCO COI
Importance: High

Anzco's COI has expired. I will need a new one in order to process this requisition.

Thank you,

Leah Krasnoff
Accounting Technician
Financial Services
Mailing Address: P.O. Box 310 | Boynton Beach, Florida 33425
Physical Address: 3301 Quantum Blvd., Suite 101 | Boynton Beach, Florida 33426
561-742-6308
KrasnoffL@bbfl.us | boynton-beach.org/
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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.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/12/2019

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

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

PRODUCER	CONTACT NAME: Certificate Department
W.F. Roemer Insurance Agency, Inc. 3775 NW 124 Avenue Coral Springs FL 33065	PHONE (A/C, No, Ext): 954-731-5566 FAX (A/C, No): 954-731-8438 E-MAIL ADDRESS: certificates@roemer-ins.com

INSURED	ANZCO-1
Anzco, Inc. 9671 Carousel Circle South Boca Raton FL 33434	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Builders Insurance Co	11240
INSURER B : Mapfre Ins. Co. of Florida	34932
INSURER C : Evanston Insurance Company	
INSURER D : EVANSTON INS CO	35378
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 307061660 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		MKLV4PBC000169	2/22/2019	2/22/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			5204070001563	11/18/2018	11/18/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			MPXS3000356	2/22/2019	2/22/2020	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCV008883108	7/21/2018	7/21/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The interest of City of Boynton Beach is included as Additional Insured when required by written contract subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Boynton Beach
100 E Boynton Beach Blvd.
Boynton Beach FL 33425

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Jonathan 1 Reines

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6.G.
CONSENT AGENDA
8/7/2018

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/7/2018

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R18-104 - Approve the rankings as recommended by the Selection Committee and authorize the City Manager to sign contracts with the four (4) top ranked proposers: Hatcher Construction & Development, Inc., E&F Florida Enterprises, Inc. d/b/a Creative Contracting Group; Republic Construction Group; and ANZCO, Inc.; in order to establish a pre-qualified list of vendors in accordance with Request for Qualifications (RFQ) No. 018-2511-18/IT "Pre-Qualification of Contractors for Minor Construction Services" and authorize the City Manager to award individual projects not exceeding $75,000.

EXPLANATION OF REQUEST:
On May 18, 2018, Purchasing Services issued a Request for Qualifications (RFQ) with the intent of establishing a pre-qualified list of vendors to perform minor construction services projects within the City. These minor construction projects may include building repairs, upgrades, and improvements including, but not limited to, patching and plumbing, carpentry, masonry, electrical and other miscellaneous repairs as may be necessary at various City sites, as well as small park and/or playground type projects.
On June 18, 2018, the City opened a total of eight (8) submittals to this RFQ. After independently reviewing and scoring each proposal in accordance with the evaluation criteria contained in the RFQ, in a publicly noticed meeting held on July 10, 2018, the committee disclosed its scores. The Final Ranking is as follows:

FIRM NAME	RANKING
Hatcher Construction & Development, Inc.	1
E&F Florida Enterprises, Inc. dba Creative Contracting Group	2
Republic Construction Group	3
ANZCO, Inc.	4
RPM General Contractors, Inc.	5
Homrich Corporation	6
The Carpenter's Son, Inc.	7

A submittal from All-Site Construction, Inc. was deemed non-responsive to the RFQ and was not forwarded to the Committee for evaluation and consideration.
It is the intent of the City to solicit the collective pre-qualified contractors for competitive offers for minor construction services. Work may be assigned without competition in emergency situations, or in special circumstances when a contractor has previous specific knowledge or is already mobilized to a project with a pending tie-in. Individual projects that exceed $75,000 will be brought back to City Commission for consideration of award.
The initial term of the contracts will be one (1) year with the option to renew the contracts for four (4) additional one-year terms, contingent upon satisfactory vendor performance, mutual agreement and determination that the renewals are in the City's best interest.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
By pre-qualifying contractors to perform the specified work, the City may be assured that experienced general contractors will complete the work as bid.

FISCAL IMPACT:
There is no fiscal impact as a result of this approval. Individual projects $75,000 and under will be awarded by the City Manager or designee. Individual projects $75,001 and over will be brought to City Commission for consideration of award.

ALTERNATIVES:
Not accept the committees' rankings;
Re-rank and approve commission ranking;
Request oral presentations to commission then rank; or
Not award.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

RESOLUTION NO. R18-104

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE RANKING AND AUTHORIZING THE CITY MANAGER TO SIGN AGREEMENTS WITH THE FOUR (4) TOP RANKED PROPOSERS TO ESTABLISH A LIST OF PRE-QUALIFIED OF VENDORS FOR MINOR CONSTRUCTIONS SERVICES AND AUTHORIZE THE CITY MANAGER TO AWARD INDIVIDUAL PROJECTS NOT EXCEEDING $75,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 18, 2018 City staff opened and tabulated eight (8) submittals in response to RFQ No. 018-2511-18/IT "Pre-Qualification of Contractors for Minor Construction Services"; and

WHEREAS, the RFQ was issued with the intent of establishing a pre-qualified list of vendors to perform minor construction service projects which may include building repairs, upgrades and improvements as may be necessary within the City; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens and residents to approve the ranking and authorize the City Manager to sign Agreements with the four (4) top ranked proposers for RFQ No. 018-2511-18/IT for "Pre-Qualification of Contractors for Minor Constructions Services."

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby approves the ranking and authorizes the City Manager to sign Agreements with the

four (4) top ranked proposers for RFQ No. 018-2511-18/IT for "Pre-Qualification of Contractors for Minor Constructions Services," copies of each Agreement is attached hereto and incorporated herein.

Section 3. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this 7th day of AUGUST, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	✓	
Vice Mayor – Christina L. Romelus	✓	
Commissioner – Mack McCray	✓	
Commissioner – Justin Katz	✓	
Commissioner – Joe Casello	✓	
VOTE	5-0	

ATTEST:

Judith A. Pyle

Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

C:\Users\StanzioneT\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.IE5\52FYTE0E\Approve_Ranking_and_Agreement_with_4_Minor_Construction_Services_-_Reso.docx

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION: Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities as described in the written report for May 21, 2019- "Request for Extensions and/or Piggybacks."

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

WORK UNIFORMS AND CLOTHING	PALM BEACH COUNTY BID # 150899	JUNE 21, 2019 THRU JUNE 20, 2020

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

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

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

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Addendum	Bid Extension Request
🗋	Addendum	Seacoast Renewal
🗋	Addendum	Pride Renewal

CITY OF BOYNTON BEACH
REQUESTS FOR BID EXTENSIONS AND PIGGY-BACKS
May 21, 2019

REQUESTING DEPARTMENT: ***MATERIALS AND DISTRIBUTION***
DEPARTMENT CONTACT: ***Michael Dauta***
TERM: ***June 21, 2019 to June 20, 2020***
SOURCE FOR PURCHASE: ***Palm Beach County # 150899A***
ACCOUNT NUMBER: ***502-0000-141-0100***
VENDOR(S): ***PRIDE Enterprises / Seacoast Embroidery***
ANNUAL ESTIMATED EXPENDITURE: ***$30,000***

DESCRIPTION:
On August 7, 2018, City Commission approved utilizing the Palm Beach County Bid # 0150899A for uniforms with PRIDE Enterprises and Seacoast Embroidery. This initial term expenditure was $30,000.

The Agreement allows for four (4) additional one-year renewal terms under the same prices, terms and conditions. Both vendors have agreed to renew the Agreement for an additional one-year term.

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

Palm Beach County Board of County Commissioners

Mack Bernard, Mayor
Dave Kerner, Vice Mayor
Hal R. Valeche
Gregg K. Weiss
Robert S. Weinroth
Mary Lou Berger
Melissa McKinlay

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

Form L

April 26, 2019

Seacoast Embroidery, Inc.
Ms. Jocelyn Kaufer
5893 S. Congress Ave.
Atlantis, FL 33462

TERM CONTRACT #150899A

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for WORK UNIFORMS & CLOTHING, INCLUDING FIRE RESISTANT, PURCHASE based on:

[X] SOLICITATION #150899/CC (Awarded Lots #1, #3, #6, #7 and #8)

The term of this contract is 06/21/2019 through 06/20/2020, and has an estimated dollar value of $50,000.00, inclusive of all vendors awarded.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY030305000000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Colleen Cardillo at ccardill@pbcgov.org or (561) 616-6839.

Sincerely,

Tammy Smith

Tammy Smith
Purchasing Manager

c: Nicki Murphy, Parks & Recreation
Amanda Ray, Facilities Development & Operations
Uriah McCalla, Department of Airports
Michele Liska, Youth Services
Todd Broadlick, Purchasing Warehouse
File

printed on sustainable and recycled paper

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 616-6811
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County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

printed on sustainable and recycled paper

Form L

April 26, 2019

Prison Rehabilitation Industries & Diversified Enterprises, Inc.
d/b/a PRIDE Enterprises
Mr. Jason M. Brown
223 Morrison Road
Brandon, FL 33511

TERM CONTRACT #150899A

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for WORK UNIFORMS & CLOTHING, INCLUDING FIRE RESISTANT, PURCHASE based on:

[X] SOLICITATION #150899/CC (Awarded Lots #2, #4 and #5)

The term of this contract is 06/21/2019 through 06/20/2020, and has an estimated dollar value of $50,000.00, inclusive of all vendors awarded.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY030305000000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Colleen Cardillo at ccardill@pbcgov.org or (561) 616-6839.

Sincerely,

Tammy Smith

Tammy Smith
Purchasing Manager

c: Nicki Murphy, Parks & Recreation
Amanda Ray, Facilities Development & Operations
Uriah McCalla, Department of Airports
Michele Liska, Youth Services
Todd Broadlick, Purchasing Warehouse
File

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION:
Approve the minutes from City Commission meeting held on May 7, 2019.

EXPLANATION OF REQUEST:
The City Commission met on May 7, 2019 and minutes were prepared from the notes taken at the meeting. The Florida Statutes provide that minutes of all Commission meetings be prepared, approved and maintained in the records of the City of Boynton Beach.

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

FISCAL IMPACT: Non-budgeted N/A

ALTERNATIVES: Do not approve the minutes

STRATEGIC PLAN: Building Wealth in the Community

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Minutes	Meeting Minutes 5-7-19

MINUTES OF THE CITY COMMISSION MEETING HELD AT THE INTRACOASTAL PARK CLUBHOUSE 2240 N. FEDERAL HIGHWAY, BOYNTON BEACH, FLORIDA ON TUESDAY, MAY 7, 2019, AT 6:30 P.M.

PRESENT:

Steven B. Grant, Mayor
Justin Katz, Vice Mayor
Mack McCray, Commissioner
Christina Romelus, Commissioner
Ty Penserga, Commissioner

Lori LaVerriere, City Manager
Shana Bridgeman, Assistant City Attorney
Queenester Nieves, Deputy City Clerk

OPENINGS

A. Call to Order - Mayor Steven B. Grant

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

Invocation by Pastor Bob Bender of Christ Fellowship Church

The invocation was given by Pastor Bob Bender.

Pledge of Allegiance to the Flag led by Commissioner Mack McCray.

Commissioner McCray led the Pledge of Allegiance to the Flag.

Roll Call

A quorum was present.

Agenda Approval:

1. Additions, Deletions, Corrections

Mayor asked to insert an additional proclamation as Item 3.E and renumbering the Consent Agenda items behind it.

2. Adoption

Motion

Commissioner McCray moved to approve the agenda as amended. Commissioner Romelus seconded the motion that unanimously passed.

2. OTHER

A. Informational items by Members of the City Commission

Vice Mayor Katz, Commissioner McCray and Commissioner Penserga had no disclosures.

Commissioner Romelus gave well wishes to City Clerk Judith Pyle who was injured. She attended a Social Media training session hosted by the Florida League of Cities and advised Boynton's Social Media Policy stands up pretty well compared to other cities, but the policy should be updated and added to a Future Agenda. She also attended a Medical Marijuana Summit and encouraged other Commissioners to become familiar with the issue in light of the industry's anticipated growth. She attended a Haitian American Culture Day in Delray Beach and hoped the City would partner with the organization to have a rotating event.

Mayor Grant announced the following:

On April 17th he attended a Coalition of Boynton West Residential Associations (COBWRA) meeting and welcomed the new president. On April 18th, he attended a ribbon cutting for Aldi grocery store and a Transportation Planning Agency meeting. He visited the Senior Center and attended another ribbon-cutting ceremony for Peter Feaman, PA, before attending Bill Torme's Basketball Tournament. He wished all a Happy Passover and Easter. On April 23rd, he met with representatives from ATT. On April 24th, he attended a League of Cities meeting. On April 26th, he attended a Dimensional Harmony Choir concert noting the Acapella Choir was invited to go to London at the end of this year. April 27th, he attended the Palm Beach County School District Town Hall's *Culture Community Connection*. On April 28th, he watched the Avengers. On April 29th, he met with Colin Groff, Assistant City Manager, at the Lake Worth Drainage District and the new Executive Director, Tommy Strowd. He met with Kaufman Lynn who built Pacifica and met with Sister Cities. On April 30th, he attended a luncheon at Crosspointe Elementary School. He attended a new duplex dedication for Habitat for Humanity. He attended the Boynton Beach Short Film Festival hosted at the Alco Movie Theater showcasing short films produced by South Tech Academy students. Mayor Grant praised the program and advised they sold more presales tickets than all of last year and the City was happy South Tech included the words Boynton Beach in the name of the event. On May 1st, he attended a Mental Health meeting at the Children's Service Council and on May 2nd, he attended a Mayor/Manager meeting with Commissioner Weinroth. He also spoke with the engineer for the Harbor Cay project while at the Wastewater Treatment Facility.

3. ANNOUNCEMENTS, COMMUNITY, SPECIAL EVENTS AND PRESENTATIONS

A. Proclaim May as Building Safety Month in order to help promote citizen awareness of building safety, energy efficiency, water conservation and sustainability.

Mayor Grant read the Proclamation. **Mike Rumpf,** Development Director was present to accept the Proclamation and he thanked the City Commission for the Proclamation on behalf of Shane Kittendorf, Building Official, City residents, and other staff.

B. Proclaim the month of May as Haitian Heritage and May 18 as Haitian Flag Day.

Mayor Grant read the Proclamation and presented it to Commissioner Romelus. Commissioner Romelus explained she was humbled to accept the award. She commented most Haitian Americans have a similar story. Her father immigrated to the United States in 1980 on a boat. He left her mother in Haiti who was pregnant to provide a better life and risked his life for the American Dream. The Haitian community is progressing in the United States and in South Florida and Haiti should be celebrated. Haiti attained its independence from slavery in 1804 and afterward helped several other South American countries as well as the United States during the American Revolution. She announced Haiti's motto Unity is Strength.

C. Proclaim May 2018 as Mental Health and Trauma Informed Care Month. Woodrow Hay, Chair of Boynton Beach Mental Health Committee will be present to accept the Proclamation.

Mayor Grant read the Proclamation. **Woodrow Hay,** Chair of the Boynton Beach Mental Health Committee, was present with other members to accept the proclamation. Mr. Hay thanked the City Commission for the proclamation and for addressing mental health. He read a lengthy list of accomplishments from July 1, 2018, to present. Highlights included participation in the Bethesda Community Needs Assessment resulting in a focus on mental health over the next three years and increased mental health and first aid training at St John Missionary Baptist Church. Three Mental health Committee members became Nationally Certified as Mental Health and First Aid trainers to serve the Healthier Boynton Beach Community. They conducted training at the First Presbyterian Church and at St. John Missionary Baptist Church. Bethesda Health had its first Mental Health First Aid training for staff in January and another session was scheduled for April 30th. They partnered with South Tech Academy and supported their mental health event and awarded certificates to art class students who competed in a mental health Public Service Announcement contest. They participated in a Health Fair Event on August 7th and the Community Caring Center Hospitality and Culinary Job Fair. They were present at the August 30th Pathways to Prosperity (P2P) Back to School Fair, the September 20th Boynton Beach Senior Health Fair and many other events. The Boynton Beach Mental Health Committee obtained a mini grant from Healthier Boynton Beach to create a Caregiver Resource and Learning Center at the City Library. The Committee donated 50 books on caregiving and introduced a group of caregivers to electronic tablets, which allowed them to search for caregiver information. They distributed over 1,000 *Finding Hope* brochures to consultants and Boynton Beach Schools. The Committee's "Get your Green on" Planning Committee was nominated for the Community Collaboration Award. They applied for two mini-grants in 2019 to provide services and Trauma Informed Yoga. A six-session workshop on Trauma Informed Yoga Mindfulness was held for 20

caregivers. They printed and distributed over 5,000 door handle cards with mental health and emergency information to homes in the 33435 area code. They participated in the Boynton Beach Holiday Parade and was a vendor at the 5th Annual Palm Beach County School District Mental Health Consortium at Atlantic High School attracting various counselors and private practice mental health professionals. Amanda Kofax, a member of the Steering Committee, completed 200 hours of training and promoted and conducted three free Yoga in the Park sessions, They are actively engaged in the Palm Beach County Action Alliance in Mental Health. They worked with the Bridge Director to conduct yoga and provide mental health information in Creole. The Committee has a link on the City's webpage and is represented on the COWBRA Health and Wellness Committee. They held a May 2nd event and doctors from Bethesda Health and JFK Hospital held excellent discussions. Mr. Hay thanked the City Commission and the Mayor and asked for financial support. Each member of the Commission received a green tee shirt.

Commissioner Romelus suggested mental health training be discussed during the budget. Even a small allocation to cover materials to host some type of training for staff would be beneficial.

D. Proclaim the Month of May 2019 as National Historic Preservation Month.

Mayor Grant read the Proclamation. Present to accept the proclamation was **Barbara Ready,** Chair of the Historic Resource Preservation Board (HRPB). She thanked the City Commission, City Manager and staff on behalf of the HRPB for the City's continued support. The City will celebrate its Centennial Year in 2020 and she noted Historic Preservation becomes more important as the City acknowledges its history and its future. Other members of the Historical Society were present and were recognized. The Boynton Beach Historical Society is celebrating its 50th year as a Historical Society. Commissioner McCray commented he was invited to Clyde Harris's home and was shown a map of different homes in the northeast section of the City and Cherry Hill. He drew pictures of the homes, elementary school and the Old St. John Missionary Baptist Church. He suggested the Historical Society contact Mr. Harris. Mayor Grant requested anyone finding any historical items donate them to the Historical Society.

E. Proclaim May 2019 as Boynton Beach Association of Firefighter's Appreciation Month.

Mayor Grant read the Proclamation. An unidentified representative from the Muscular Dystrophy Association praised the City's firefighters and acknowledged the Muscular Dystrophy Association has partnered with the Firefighter's Union for 65 years. She hoped for a cure, and noted some treatments have been found. She commented last year, the City's Firefighters collected $48,000 for the *Fill the Boot* campaign. Commissioner McCray conveyed a short story about his donation and his three Godsons, emphasizing youth are paying attention.

E. Announce the Solid Waste Division will be having Tire Amnesty Week for the City residents from June 3rd, 2019 - June 7th, 2019.

Davidson Monestime, Solid Waste Division, reminded all about Amnesty Week. He advised residents can leave up to eight tires curbside, with or without rims as long as they are placed away from anything else including bulk items, mailboxes or low hanging wires.

F. Announce that Hurricane Season begins June 1st and the Solid Waste Division is urging residents to do their part by conducting tree trimming early in preparation for the Hurricane Season.

Mr. Monestime noted Hurricane Season starts June 1st. He urged all residents to trim trees early. Residents doing their part and trimming early will help avoid the Department having to dedicate additional resources in areas they are not supposed to service at that time. A If there is a main storm, there would be no guarantee the piles will be serviced on time. Anyone needing assistance should call Solid Waste.

Commissioner Romelus commented when the City was hit by Hurricane Irma, her neighborhood was out of power for six days because neighbors did not maintain their vegetation. Commissioner McCray wanted to get the word out in District II about the tires. Mr. Monestime announced additional information was posted on the City's website and all of the City's media platforms. Mayor Grant noted the Florida Legislature created a tax holiday for hurricane preparation. The City will announce the information when it is received.

G. Announcement by Police Chief Gregory of awards the Police Department received from the Palm Beach County School District.

Assistant Police Chief Vanessa Snow, on behalf of the Police Department, announced two awards they received this past week. The first award was a gold award from Crosspointe Elementary School for being a strategic partner and the second was from Poinciana Elementary School for being a business partner. The awards highlight some of the core tenants of the 21st Century Policing program they follow, which has to do with community engagement. The awards demonstrate the Department was doing great things.

H. Announce awards received by the Utility Department by Colin Groff, Assistant City Manager-Public Services.

Colin Groff, Assistant City Manager, announced the Utility Department received the Medium Collection Award given to municipalities with the most efficient and effective operation of a wastewater collection system. The next two awards were received through a nomination process. The Thomas R. Camp Award, was started by the founder of Camp Dresser McGee (CDM) Smith. Company shareholders nominate and select a project each year that provides excellent service to the customers. Mr. Groff announced it was

nice to see a large international company recognize the City and its team for using high quality advanced water treatment technology.

Mr. Groff explained the Design Build Institute of American is comprised of thousands of members and member agencies. Mr. Groff serves on the National Council of Owners, which is a group of people who run agencies and handle design-build projects, and they were asked to nominate projects for this award. He noted he did not nominate Boynton Beach, but his peers recognized Boynton Beach for their ability to use design build projects to deliver technically advanced services. Mr. Groff pointed out the award was really an award to the City Commission because they allowed staff to use these procurement methodologies. The City was ranked number one out of thousands of projects from across in the country for its East Water Treatment Plant Expansion. Mr. Groff pointed out all of the awards were for the East Water Treatment Plant, that is now, nationally recognized as one of the best in the world. He noted it was the City's first design build project and it provided a very cost effective way to deliver products. Utilities

I. Glenn Joseph, Fire Chief to announce that Boynton Beach Fire Rescue is launching a Firefighter Exploring Program for the youth in our community. This free career program will help young adults prepare for careers in the fire service and other public safety professions.

Glenn Joseph, Fire Chief, announced the formation of the Boynton Beach Firefighters Fire Explorer Program, Troop No 343. Chief Joseph explained the program was made possible by the support of senior staff, the City Commission and a generous donation from the High Ridge Country Club. Fire Lieutenant Greg Jackson will run the program. Mr. Jackson introduced other firefighters who were present as well as Assistant Fire Chief Clemmons. The program is a free career education program to help young men and women and prepare them for possible careers in fire service while building wealth in the community by investing in youth. There are cards about contact information. Youth, aged 14 to 20 are eligible to participate in the program, which would start this summer. Commissioner McCray requested something be done in the elementary schools.

J. Kathy Cline, Fire Marshal to announce The Boynton Beach Fire & Life Safety Division joining the American Red Cross to install smoke alarms in the Forest Park Community on May 11, 2019.

Kathy Cline, Fire Marshall, announced smoke inhalation kills more than 26,000 people every year which is why smoke alarms are indispensable. The Boynton Beach Fire Department has joined with the American Red Cross for the "*Sound the Alarms, Save a Life*" Program on Saturday, May 11, 2019, at Forest Park. They had previously passed out flyers in the neighborhood, and on Saturday, with volunteers, they will distribute and install smoke detectors. The Department also has their own Smoke Detectors Program. Residents who own and live in their home can receive a free smoke detector. She advised there is a limited amount of smoke detectors. Interested individuals should call the Fire Department, come in and show their driver's license to prove residency. Flyers

were available in the Chamber. The event was also advertised on the Department's Facebook page and other social media sites. Commissioner McCray thanked the Department for the annual report he read. He announced it was a job well done.

K. Announcement of a communications and marketing award received by the City of Boynton Beach for the City's 2018 Calendar.

Eleanor Krusell, Marketing Director, announced on Wednesday, April 17th, the City received the Gold Coast PR Council's Bernays Award in the marketing material print category for the City's 2018 Calendar. She announced the City had tough competition. The Gold Coast PR Council is South Florida's largest independent organization composed of public relations, marketing and communications professionals from Palm Beach, Broward, Martin and Dade counties. This was the first year the City entered and won an award.

L. Announcement by Eleanor Krusell, Public Communications and Marketing Director, regarding the Grand Opening of the Dog Park expansion.

Ms. Krusell announced May 10th, from 5 p.m. to 7 p.m. the City will celebrate the Joseph Crowder Dog Park expansion with a Yappy Happy Hour. The event will provide yapetizers from Mission BBQ, drinks, music, raffles, a balloon artist and photo opportunities. The first 100 guests will receive free doggy bags with a doggy bandana, treats from Natural Dog Treats and Bakery, a raffle ticket and a voucher for a free sandwich from Mission BBQ. The band *Cape*, playing Caribbean music will provide music and sliders will be provided by Mission BBQ. Six dog friendly eating and drinking establishments in the Renaissance Common area are offering attendees dining discounts after the event and throughout the weekend including Brass Tap, Mission BBQ, Pizza Rock, Jersey Mikes and Hurricane Dockside Grill and Burgify. JKM Services, the master developer of the Boynton Village and Town Center, built the original dog park. The expansion will include an additional fenced area for larger dogs, and a pavilion with shaded seating in each area, dog exercise equipment in each area, a 12' by 24' pavilion with picnic tables in the open green space, benches in the open green area, a separate parking lot and a fishing pier. The Yappy Happy Hour is free. She gave the phone number and website. Vice Mayor Katz thanked Ms. Krusell for her help putting the event together and incorporating the businesses in Renaissance Commons. He thought the expansion and park was amazing and an awesome centerpiece for all the new development.

4. PUBLIC AUDIENCE

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

Dr. Piotr Blass, 113 Tara Lakes Drive, explained the City has visitors from Shakespeare's City in the back of the Chamber and they will have a Shakespeare Festival

starting in September. He reminded all it was Johannes Brahms and Pyotr Tchaikovsky birthday and today is a special day for music and culture.

He announced Lake Worth has been inspired to get energy from the Gulfstream, which was a cutting-edge idea. The City is the closest point to the Gulfstream and it is beginning to catch on. He is organizing the University of Boynton and they are making progress. They were working on ideas to extend calculus and it was going well. He announced the Mayor and City Commission were doing a great job. He is running for U.S. Congress in District 21 and hoped the City would support him.

Margaret Newton, 701 NW 4th Street, thanked the City Commission as she and her family benefitted from the City addressing drainage and sewerage in her neighborhood and she no longer has the flooding problem. She read the City is issuing a policy about flooding in District II and advised the employees who worked on her street were fantastic and courteous. She noted there was a terrible accident on the corner of 4th and 6th. She does not know who is in charge of traffic for that area, but she would like them to investigate the number of accidents at the location. The road is a straight shot from 10th to her street and many people were not stopping at the stop sign. The recent accident resulted in one car being totaled and the other driver left the scene. Neighbors saw what happened and she understood they were helping the Police. She conveyed she has asked and is officially asking for stop signs on 4th Street from 10th to 6th. She has lived there for 30 years and at one time, stop signs were on 6th Avenue and 4th Street and then they reversed. She reiterated her request for someone in the Department to provide the accident statistics for that corner and then something be done about it. Commissioner McCray thanked her for the comments about Public Works employees. He advised Ms. Paris also sent a letter to Mr. Groff and Commissioner McCray did a follow up as well. He agreed the employees were exceptional. He was t-boned on 4th and 7th Street and he constantly receives calls about speeding. He believed more officers were needed there.

Susan Oyer, 140 SE 27th Way, advised she was disappointed at the last City Commission meeting. There were agenda items about Town Square. The public and the developers were sworn in, but the public was not allowed to speak. She felt the Commission violated her rights to give input and no one reminded the Mayor the public about the omission. She asked whose job it was to point out procedural errors. It is a public meeting and she felt it was unacceptable to deny those who wanted to speak. She expressed she thought it was unintentional, but there should be a check in place to correct any oversight. She wanted to reschedule the items to the next agenda so the public can speak on the project. Mayor Grant commented it was an oversight and he apologized. He wanted to use comment cards at the Commission meeting and noted if it is not second reading of the Ordinance, the Commission does not need to open the floor for public comment. In the future, there will be another public meeting for the Town Square project, and he hoped the Commission would agree to have optional comment cards. Ms. Oyer mentioned she did not like comment cards.

A woman named Catherine from 500 Ocean commented she has been living in Boynton almost two years and she was very happy to be a resident. She believed the residents were victims of a scam by management having a third-party vendor collect funds for water, trash and sewer. Her bill increased from $70 to almost $80. The billing company was in Rochester and now they have a new billing company. They keep adding service fees. The company is called Water Watch. The company collecting the water fees is Con Service. She wanted someone to investigate the issue. She was away for five weeks during the summer and her bill was the same. She complained the bill keeps increasing and she suspected other rental buildings were having the same issue.

Mayor Grant asked Mr. Groff if individual units were charged or if it one meter was used for the building. Mr. Groff explained the property owner is the customer and the City sends them one bill. They have a submeter within the development over which the City has no control. The City bills the development the standard rates that they bill everyone else. The woman thought there were kickbacks involved. Mayor Grant commented the provision was probably in the contract she signed. The woman responded there was nothing in the contract she signed about the water, sewer and trash fees.

Tracy Fearn, 500 Ocean, explained they have contacted the City as 500 Ocean has a major problem with mold and her unit was infested with it. She advised they tried to alert management as many other rental units at 500 Ocean also have mold. It is a brand new building and the management is terrible. Management has harassed the renters after they contacted the City and tried to retaliate and evict the renters. She praised Glenn Weixler, Community Standards Officer, who inspected her unit. Renters pay a lot of money to live there and the building was advertised as a luxury development. The renters are speaking up because management closed the Community Board down and residents cannot communicate. All the issues at 500 Ocean are getting out of hand.

There are problems with security, crime, drugs, prostitutes and the amenities are all broken. Management is not doing what they should and they are trying to cover it up. One of the residents, who is an architect, thinks the building has sick building syndrome and thinks the ventilation was not installed properly. Many of the renters are sick including her and her partner and she has documentation of the various illnesses. The Palm Beach Post had an article about the issue. She asked what help could the City provide. They need experts to test the air and inspect because management is not. The developer also received a massive tax break and the problem is going to get worse.

Mayor Grant commented there is a lot of language in the contract about renter rights, but unless something is sent by certified mail to the landlord's address of record, nothing they say in writing or verbally before that time counts. He suggested retaining an attorney to review the lease. Ms. Fearn explained all 341 heating, ventilation and air conditioning (HVAC) units were not wired correctly, but they somehow passed inspection. Mayor Grant explained the records are public and they should find the inspector who approved the work. Then the renters have to get their own inspector to disprove the work was done properly. Ms. Fearn did not know if the City inspected the building or if they used a private

inspector, but each HVAC unit was wired incorrectly and they were rewired. Mayor Grant noted if they rewired the HVAC Units, they may not have been re-inspected. Mr. Groff explained the City has regulations pertaining to rental buildings that is handled by Community Standards. Officer Weixler has been onsite. They are working with the owner and requiring them to conduct air quality tests and to forward the information to the City. If the rental units do not meet standards management has to demonstrate how they would bring it up to Code and they can be cited. He recommended affected residents call Community Standards to put their concerns on the record and they will inspect the units. He reiterated all impacted residents should call Community Standards Department and if the landlord does not address the issue, it proceeds to the citation process to enforce the Code.

The City inspects, gives notice and has a set amount of time to provide them with an air quality report. Usually, owners are given 30 days to correct the violation. Commissioner Penserga recognized the urgency and pointed out they need an answer right away to determine if renters need to leave or stay. Ms. Fearn explained management was moving them, then not moving them, and then back and forth. Commissioner McCray agreed and thought the matter should be expedited as the matter is unacceptable and the City had to approve the building. Mr. Groff explained the owners used private inspectors for some of the construction, and he will keep the City Commission apprised.

Commissioner Romelus suggested the residents use the Next Door app since the Community Board was removed. Ms. Fearn explained they opened up a private Facebook page when management shut the Board down.

Herb Suss, 1711 Woodfern Drive, commented carbon emissions will have reached 45% by 2030 and 100% by 2050, to prevent extreme climate change with global warming of 1.5 degrees Celsius. If they do not act immediately to reduce emissions, children will be impacted, coastal cities will flood and there will be food and water shortages. He announced they are now at a point of no return, but mankind can slow it down. He commented the cost of solar energy is lower than it has ever been and more and more solar energy should be introduced. He hoped the City would have solar amenities in the new Town Square project to demonstrate the City's commitment and to save money. Solar panels pay for themselves in 10 years. There are ways to solve the problem in a year and a half. He admonished the national administration for its disregard of climate change.

No one else coming forward, Public Audience was closed.

5. ADMINISTRATIVE

A. Appoint eligible members of the community to serve in vacant positions on City advisory boards.

Building Board of Adjustments and Appeals

Motion

Vice Mayor Katz moved to appoint Tim Dornblaser. Board Member McCray seconded the motion that unanimously passed.

Motion

Commissioner McCray moved to appoint Damian Brink as a regular member. Commissioner Penserga seconded the motion that unanimously passed.

Library Board

Motion

Commissioner McCray moved to appoint Robyn Boucard as a regular member. Commissioner Penserga seconded the motion that unanimously passed.

6. CONSENT AGENDA

Matters in this section of the Agenda are proposed and recommended by the City Manager for "Consent Agenda" approval of the action indicated in each item, with all of the accompanying material to become a part of the Public Record and subject to staff comments

A. Accept surtax capital project status report for 2nd quarter of fiscal year 2018-19 - January through March 2019.

B. Approve proposal from Homrich Corporation of Lake Worth, FL to reassemble the amphitheater at Sara Sims Park in an estimated amount of $43,890.

C. **PROPOSED RESOLUTION NO. R19-047** - Authorize the City Manager to sign a Host Agency Agreement with the AARP Foundation Senior Community Service Employment Agency, to provide a work experience training opportunity under the City's Americans with Disabilities (ADA) Coordinator.

D. **PROPOSED RESOLUTION NO. R19-048** - Authorize the Mayor to sign an FPL Easement for new Police Department headquarters building.

E. **PROPOSED RESOLUTION NO. R19-049** - Approve utilizing the Monroe County Contract # 91-0-2016 with Boundtree Medical for the City's medical supplies on an "As Needed" basis with an estimated annual expenditure of $80,000 and authorize the City Manager to sign an Agreement. The Monroe County Contract procurement process satisfies the City's competitive bid requirements.

F. **PROPOSED RESOLUTION NO. R19-050** - Authorize the City Manager to sign two 60-month agreements for the purchase of WAN network connectivity services and Internet services and one 36-month agreement for the purchase of WAN network connectivity services from Comcast Business Communications, LLC for $2,590.28 a month, utilizing the General Services Administration (GSA) contract # GS-35F-184BA. The City is allowed to purchase from this GSA contract.

G. **PROPOSED RESOLUTION NO. R19-051** - Authorize utilizing the State of Florida Alternate Contract #43211500-W SCA-15-ACS for the purchase of Dell workstations and Monitors from Dell Marketing LP of Round Rock, TX in an amount not to exceed $40,000 and authorize the City Manager to sign an Agreement with Dell Marketing LP. The Florida Alternate Contract procurement process satisfies the City's competitive bid requirements.

H. **PROPOSED RESOLUTION NO. R19-052** - Approve and authorize the City Manager to sign an Agreement utilizing the US Communities Contract # EV2370, with the City of Kansas City being the lead agency, with Graybar Electrical Company for the purchase of electrical parts and components, and lighting for an estimated annual expenditure of $70,000. The US Communities process satisfies the City's competitive bid requirements.

I. Approve award for the bid "Backflow Prevention Device Inspection, Testing and Repair Services" Bid # 020-2821-19/EM to Line-Tec Inc. of Delray Beach, FL as the lowest, most responsive, responsible bidder who met all specifications for the anticipated annual expenditure of $25,000 on an "As Needed" basis.

J. Approve increase of Purchase Order #190663 to B&B Underground Construction, Inc. in the amount of $30,030.62 for the Lift Station No. 405 Improvements project, increasing the Purchase Order from $44,825.00 to $74,855.62 due to additional paving and piping that was needed during excavation.

K. Accept the City of Boynton Beach Community Rating System (CRS) Flood Mitigation Plan Progress Report, Flood Mitigation Activities Action Plan updates and Program for Public Information Evaluation Report (May 2018 to April 2019). Copies will be available to the public on the City's website on the Flood Information page. (www.boynton-beach.org/flood-information).

L. Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities as described in the written report for May 7, 2019- "Request for Extensions and/or Piggybacks."

M. Accept the Fiscal Year 2018-2019 Budget Status Report of the General Fund and the Utilities Fund for the five (5) month period ended February 28, 2019.

N. Approve the minutes from City Commission meeting held on April 16, 2019.

Motion

Vice Mayor Katz moved to approve the Consent Agenda. Commissioner McCray wanted to remove item A, and seconded the motion to approve the remainder of the Consent Agenda. The motion unanimously passed.

A. Accept surtax capital project status report for 2nd quarter of fiscal year 2018-19 - January through March 2019.

Commissioner McCray spoke with City Manager LaVerriere regarding receiving an update regarding the surtax.

Andrew Mack, Director of Public Works, explained a list of projects was contained in the meeting backup, which he read. Currently the City has $10M in projects and $3.9M was awarded through the process. There are still bids and continuing service contracts that that have not been awarded.

Commissioner Romelus queried what percentage of the projects were done and how many bids were awarded to local businesses. Commissioner McCray explained they use the City's local hiring preference rules to try to award as many as possible. He could not say how many were awarded, but each time staff is instructed to award locally. Commissioner Romelus requested a tally of the number of local business awards made since inception of the surtax. Commissioner McCray explained this is the first quarterly update and wanted the information included in future reports.

Commissioner McCray noted a crosswalk was installed on Seacrest Boulevard and he wanted to thank whomever was responsible. He noted one of the freezers at the Senior Center was not working. He thought the freezer could be replaced or repaired.

Motion

Commissioner McCray moved to approve. Commissioner Romelus seconded the motion that unanimously passed.

7. BIDS AND PURCHASES OVER $100,000

A. **PROPOSED RESOLUTION NO. R19-053** - Approve utilizing the State of Florida Contract #2000000-18-ACS (Alternate Source Contract) with Concordance Medical, Henry Schein Medical, McKesson Medical and Medical Solutions for the City's medical supplies on an "As Needed" basis with an estimated annual expenditure of $150,000 and authorize the City Manager to sign Agreements with each of the four companies. The State of Florida Alternate Source Contract procurement process satisfies the City's competitive bid requirements.

Mayor Grant read Proposed Resolution No. R19-053.

Motion

Commissioner Romelus moved to approve. Commissioner McCray seconded the motion that unanimously passed.

B. Approve the Bid # 019-2821-19/IT "Repairs and Emergency Services for Water Distribution, Wastewater Collection and Storm Water Utility Systems" to Madesen Barr Corp. and Johnson-Davis, Inc. on a primary and secondary basis, to the lowest, most responsive, responsible bidders who met all specifications with an estimated annual amount of $175,000 to be used on an "as needed basis".

Mayor Grant presented the item.

Motion

Commissioner McCray moved to approve. Commissioner Romelus seconded the motion that unanimously passed.

C. Award Bid # 027-2515-19/MFD for Front Load Containers and Roll Off Repairs to GT Supplies, Inc. of Riviera Beach, FL as the lowest, most responsive and responsible bidder who met all specifications for the anticipated annual expenditure of $200,000 on an "As Needed" basis.

Mayor Grant presented the item.

Motion

Commissioner Penserga moved to approve. Commissioner McCray seconded the motion for discussion.

Commissioner McCray spoke with City Manager LaVerriere. In 2017 they spent $59,500; in 2018 they spent $59K and now they are spending $200K. He thought the City should have been conducting more repairs instead of spending a lump sum.

Tim Howard, Assistant City Manager, agreed they should have done more in prior years. The City previously had difficulty with the contract vendor and pricing, so the City issued a new bid. This new bid is on an as-needed basis. He noted the City was working on cleaning out the Rolling Green site, and it gives the Department the ability to spend up to that amount. Commissioner McCray encouraged all to visit the Rolling Green site because a phenomenal job was done. He also noted the City used to paint the dumpsters. Mr. Mack explained it was an Art in Public Places project. Commissioner McCray liked the initiative. He thought the program started nicely and then the City dropped the ball instead of continuing.

Vote

The motion unanimously passed.

8. PUBLIC HEARING

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

A. Approve 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.
(Applicant requests tabling continue to May 21st meeting.)

Commissioner McCray asked how many more times this item would be tabled. The citizens are sending emails and they are upset. They need some closure and thought the item should be not be continuously tabled.

B. PROPOSED ORDINANCE NO. 19-014 - SECOND READING - Approve Harbor Cay Townhomes Future Land Use Map Amendment from Special High Density Residential (SHDR) to Mixed Use Low (MXL) for a 1.43-parcel, located at 605 Lakeside Harbor. Applicant: United Developers Group, LLC.

Mayor Grant requested a motion to remove item C from the table.

Motion

Commissioner McCray moved to remove Item C from the table. Commissioner Romelus seconded the motion that unanimously passed.

Attorney Bridgeman read Proposed Ordinance 19-014 by title only on second reading.

Attorney Bridgeman read Proposed Ordinance 19-015 by title only on second reading.

PROPOSED ORDINANCE NO. 19-015 - SECOND READING - Approve Harbor Cay Townhomes Rezoning from IPUD, Infill Planned Unit Development to MU-1, Mixed Use 1 for a 1.43-parcel, located at 605 Lakeside Harbor. Applicant: United Developers Group, LLC.

C. Approve Harbor Cay Townhomes Major Site Plan Modification (MSPM 19-003) to construct 18 townhomes and related site improvements at a density of 12.6 dwelling units per acre on 1.43 acres located at 605 Lakeside Harbor in the Mixed

Use-1 (MU-1) zoning district. Applicant: United Developers Group, LLC. ***(Tabled to May 7, 2019)***

Bradley Miller, Miller Land Planning, representing the applicant reviewed the project. The property is located on Federal Highway, just north of Gateway Boulevard. It is included in the CRA Redevelopment Plan and it has a mixed land use and zoning designation. The project was composed of 18 townhome units. Twenty-eight townhomes were allowed, but the developer opted to build well below the allowed density. The units fit the area. Access is via a private road called Lakeside Harbor, which traverses the property. The proposed land use was mixed-use low following the CRA Plan and has mixed use zoning of MU-1 on the site. There are eight units on one side of Lakeside Harbor and 10 on the other. Each unit is a three-story townhome with a two-car garage on the ground floor level. There are 15 parking spaces available for guests and surplus parking. The maximum height is 45 feet and the townhomes are below the maximum by about seven feet. The northeast and southern sides of the property have either a wall or picket fence or a combination thereof to control the elevation of the property and to provide security and separation. The perimeter buffering complies with the Code. As part of the development, the developer will work with homeowner regarding improving a gate that leads to 10 residential lots. The applicant sent letters to the homeowners about the project and met with them prior to the first reading. The common area has a pool on the northern side. The southeast side has a passive park area with a BBQ and artwork that will be along Lakeside Harbor Drive to fulfil the Art in Public Places (AIPP) requirements. The units range between 2,200 and 2,300 square feet of living space. They will have some restrictions. The two car garages can only used to park vehicles and not storage and this requirement will be included in some of the HOA documents.

Visuals of the project were viewed. Several commitments for the HOA were in the Conditions of Approval such as trash receptacles and collection times, the garage and no changes or modifications to the patio porches or balconies. They will resurface Lakeside Harbor Drive from Federal Highway to the water. The developer included language indicating the residents of Harbor Cay are prohibited from parking at the end of Lakeside Harbor by the dock. They can park to unload a paddleboard, but long-term parking at the end of the road is not permitted. A build-up of dirt, grass and rock at the end of the Drive and a railroad tie, which creates pooling as drainage runs down the road will be improved as part of the development of Harbor Cay. The applicant committed to being a proportional participant if the owners want to make improvements to the dock, now or in the future and he will be involved in a proportional share of drainage improvements because there is no drainage there at all. Recent rain was nowhere near the 25-year storm event. The development will take whatever drainage flowing down Lakeside Harbor Drive and retain it on Harbor Cay.

Vice Mayor Katz had wanted the legal documents regarding the roadway. There was a judgement he submitted to Attorney Cherof to review. The document gives the rights to Harbor Cay to use Lakeside Harbor Drive. The judgement had to do with the rights of the road and use of the dock for all of the residents on Lakeside Harbor Drive.

Harbor Cay will need to create its own HOA. If there is discussion to combine the HOA's, they can do so, but it is outside the purview of the meeting. The Department of Transportation (DOT) outfall is an inlet on Federal Highway and the Department is willing to allow them to use the inlet, but it must continue through the permitting process.

Commissioner Romelus inquired if there was a way to address the entrance through the permitting process and noted there may also be a sidewalk.

Mayor Grant asked about security. Mr. Miller indicated he met with the Police Department and reviewed security ideas during and after construction. Most of the security is fencing during construction and putting the equipment together at night. If needed, they could add lighting. Mayor Grant asked about the King Tide. Mr. Miller replied the response from the DOT about the inlet confirmed the DOT will allow for the outflow after a 25-year, three-day storm event. He advised a King Tide is a high tide. The engineer's calculations evaluated high tide situations and the summation was there would be a .03 acre foot increase for the run off and a .03 foot maximum storage during a high tide. The design planned as part of the project could accommodate a minimal increase over the high tide.

Mr. Miller advised the developer was seeking approval for the change of land use, zoning and the final approval of the site plan for the 18 units. The applicant reviewed the staff reports and agreed to the conditions of approval.

Commissioner McCray asked who removed the gate. Mr. Miller did not know. Commissioner McCray asked Legal about the information given to them regarding the roadway and the dock. Attorney Bridgeman explained it is a private property owner issue that was litigated amongst the property owners and the City should not get involved in private property matters. She recommended just voting on the site plan and what was submitted.

Vice Mayor Katz asked if Mr. Miller's client did not have the ability to decide what could be done with the road and dock in the future, based on the legal judgement, and if he would have to seek input from the residents. Mr. Miller responded that was correct. The judgement does not take into account the site could be subdivided and conveyed to future owners. That was why Harbor Cay will have its own HOA. If all owners want to form a larger Lakeside Harbor Drive, they could do so. The City requirements and zoning would have to go through permitting and platting and the platting process requires the new development to have an HOA.

Commissioner McCray asked if the developer would address the road to the dock. Mr. Miller explained his client offered to resurface the road to the dock as it provides a continuous look throughout the community. There was no guarantee to use the dock.

Mayor Grant opened up public comments.

Attorney Bridgeman administered an oath to all those intending to testify. Mr. Miller took the oath and swore his prior comments were true and correct.

John Reingold, 631 Lakeside Harbor, explained he spent the last three weeks reading Florida Building and FEMA Codes. He announced he is not an attorney, but advised when someone purchases property, they purchase whatever judgements, liens, easements and rights are on the land. He feels the developer made attempts to speak to homeowners after he purchased the property, but he did not speak to all of the homeowners. He believed they only spoke to two homeowners. There were also two other people at the first meeting that did not own property in Lakeside Harbor. He noted there is an easement on the road, but there can be an overburden or an abuse on an easement. Mr. Reingold felt the project would not work because of that and further offered 16 U.S. Code 410kkk-4 indicates no governing body can be involved in private property. He announced he owns the gate with 11 other individuals. He did not want the gate or street touched and thought there was no distinction in the paperwork that separated the dock from Lakeside Harbor.

Mr. Reingold understood there would be a HOA and inquired, hypothetically, what would occur if he decided he would be the Lakeside Harbor HOA. He asked if the new Harbor Cay HOA had to join the Lakeside HOA and thought there would be issues if the rules of the different HOA's conflicted. He commented certain engineers spoke with residents and gave them advice about what to do with their property to better benefit Harbor Cay. He thought it was collusive. Engineers should not speak to anyone except their client. He contended the project does not work. He thought a true developer would conduct due diligence and he did not see due diligence done. He did not want a sidewalk in front of his home and emphasized unless his neighbors get together and they all decide to pave the road, the road cannot be paved. The developer owns the north side and the south side of Lakeside Harbor and can build anything they want, but they cannot touch the road. He thought the Commission should forget about the drainage issue as all of the pumps on Lakeside Harbor were running perfectly as of Sunday and they added another one. He advised his gate will not be moved and there was a reason the gate was removed,

Todd Bertossi, 626 Lakeside Harbor, agreed with Mr. Reingold. The storm that came through last week flooded his home and it was a two-hour rainstorm. He asked how the developer could raise the elevation and create a retention area for the neighborhood. He did not understand the process and advised he and four of his neighbors objected to the project. The residents were content except for the flooding and he noted the area the area is a historical area with homes dating back to 1891.

Mark Mahar, 618 Lakeside Harbor, heard the concerns from the neighbors and was concerned about the accuracy of what was presented and what was just stated. The inaccuracy he is hearing is if residents were invited to meetings the developer requested. The two homeowners who spoke prior to him indicated they are general contractors. Mr. Mahar informed the Commission he is also a licensed general contractor and they have knowledge of development, building, substrait requirements, soils, and foundations. In

order for a project to include drainage, they have to know about these Codes. Mr. Mahar noted Mr. Reingold had stated he was not in agreement, but he did not attend the meeting with the developer. He commented it is one thing to not want development, but everyone has the right to build. Mr. Mahar thought the development was a good project and it was good the developer wants to work with them.

Mr. Mahar noted the positive aspects about the project. The developer was willing to improve the larger parcel. The developer could build 28 units, but are only building 18. The project is under the height limit. The project will add value to the neighborhood. The property is a historic site that has documentation dating back to the 1890's, but the homes are not historic. The developer has incorporated a drainage plan. The developer is required to build the project to meet all Codes and the FEMA Codes are stricter now than they were before. The location that is supposedly higher, currently floods down the street, but the developer was willing to contain the runoff on his site so it would not flood. He commented the developer is a willing participant to further improve the street with permission from the residents and the common owners have a say about the street and the dock. He thought whether there will be a future HOA or not had nothing to do with the issue. All of the neighbors have concerns about drainage. He thought the developer was doing the right thing.

Mr. Mahar commented as to common ownership and the judgement, the residents are all part of making sure they all own 30 feet from Dixie Highway to the shore of Lake Worth. It includes the road, above and below the road, the gate and the dock. The actual street improvement between the 30 feet from Dixie Highway to where the rest of the neighborhood begins is what was referenced as being historic. The prior statement that four neighbors were opposed to the development was not true. He spoke to the other neighbors. He did not get that sense and those residents are not present. The other neighbors he spoke to supported the development. He has waited 18 years for something to occur. He encouraged and implored the neighbors who opposed the development to rethink their position and get involved in the project.

No one else coming forward, Mayor Grant closed Public Comment.

Mayor Grant explained the conditions of approval are not binding on the property owners. He asked if one resident did not want the road improved and the others did, if the developer would resurface all of the road except for the section in front of the home of resident who did not want the road resurfaced. Mr. Miller responded if there are some that do not want the resurfacing to occur, it is their prerogative. It was an offer to improve the entire roadway. He thought if there are modifications that need to be made if full consent is not obtained, it should be part of the conditions of approval. Mayor Grant noted there are some homes that have sidewalks, and they are the only homes on the street with them due to the Codes in effect at the time of construction.

Commissioner Romelus thought it made no sense to break up the road and only resurface portions. If the judgement indicates they would need approval of all 10 homeowners to

resurface the entire road, it would be an improvement. If others disagreed, then let it be. The applicant has offered to resurface the entire length of Lakeside Harbor Drive for the adjacent neighborhood. It is an offer, not a requirement. Mayor Grant did not want one person to stop everyone else and he again referenced there are homes with a sidewalk without connecting sidewalks.

Ed Breese, Planning and Zoning Director, clarified the applicant is not proposing to build sidewalks beyond his property line, only to resurface to the road down to its terminus if the neighbors agree. No sidewalks would be constructed beyond his site.

Commissioner McCray noted Mr. Reingold commented he owned the gate. Mr. Miller explained the gate has since been removed. The developer offered to improve the gate. There will be further discussions with the homeowners about what happens beyond the property line. In order to provide drainage, the site can be described as a bowl with a higher perimeter so the drainage will run down and collect in the basin. It includes part of the roadway on Lakeside Harbor Drive. The developer will need at least the owners on both sides of that portion. Mr. Mahar is the owner of the vacant lot on the south side. The owner of the property on the north side attended the meeting and seemed to be in favor of the development. They will have to continue working with residents so the drainage would work properly. If the gate is rehung in its current condition, they can keep the original gate if wanted. Commissioner McCray advised he would support the project.

Commissioner Romelus was perplexed why residents would turn down the opportunity to improve their community.

Motion

Commissioner Penserga moved to approve Ordinance 19-014. Commissioner McCray seconded the motion. Commissioner Romelus wanted it to be clear since certain homeowners have expressed their unwillingness to corporate, that the developer will resurface the roadway up to their property line and their abutting neighbors to the east for roadway improvements. The developer's offers of conditional improvements do not need to be met at this point if the developer cannot obtain agreement of all the homeowners on that road. Mr. Miller agreed and pointed out the developer can comply with how the conditions are written, the conditions of approval and can reconstruct the portion of the road they need to, but they will need those property owner's approval. The same would apply to the gate.

Vote

Deputy City Clerk Nieves called the roll. The vote was 5-0.

Motion

Commissioner Penserga moved to approve Ordinance 19-015. Commissioner McCray seconded the motion that unanimously passed.

Vote

Deputy City Clerk Nieves called the roll. The vote was 5-0.

Motion

Vice Mayor Katz moved to approve Item C with conditions as stated. Commissioner McCray seconded the motion that unanimously passed.

D. Approve text amendments to the Comprehensive Plan, including:

PROPOSED ORDINANCE NO. 19-012 - SECOND READING - Future Land Use, Intergovernmental Coordination and Capital Improvements Elements, reflecting elimination of school concurrency and deletion of the Public School Facilities Element; and ***(TBD upon return with State approval).***

PROPOSED ORDINANCE NO. 19-013 - SECOND READING - The Transportation Element, creating framework for potential future establishment of a mobility fee. City-initiated.***(TBD upon return with State approval).***

9. CITY MANAGER'S REPORT - None

10. UNFINISHED BUSINESS - None

11. NEW BUSINESS

A. Discuss Commission interest and authorize travel to National League of Cities City Summit in San Antonio, TX on November 20-23, 2019.

Motion

Vice Mayor Katz moved to approve authorization for travel for all who would like to attend. Commissioner McCray seconded the motion that unanimously passed.

B. Mayor has requested the Commission discuss using comment cards. This is for all items and not just public comment. Three minutes to voice opinions does not apply to public hearing.

Commissioner McCray noted the Commission has tried comment cards in the past. He did not support them. Mayor Grant explained the comment cards are not required. They are optional.

Ms. Oyer pointed out comment cards have not worked in the past. Attendees listen to the ongoing dialog back and forth and then want to speak. She thought the cards would restrict the public.

(Commissioner Romelus left the dais at 9:02 p.m.)

Ms. Oyer thought it was wrong and it was bad enough they had to use them at County Commission meetings. The City Commission is the most basic level of government and she thought the public had the right to speak.

Mayor Grant explained the cards were optional. If someone wanted to speak on an item, the City Commission will obtain the speaker's name and address instead of the City Clerk having to guess at the spelling. He did not want to hinder anyone. If someone wants to speak, they come up during public audience to speak about an agenda item.

Commissioner Penserga requested clarification on whether the cards were optional and to supplement; not replace. Mayor Grant responded affirmatively. No one is prohibited from speaking if they do not fill out a comment card. If they want something read into the record, they still have that option to speak.

Commissioner McCray noted the City Clerk can always ask the speaker to repeat themselves. Ms. Oyer pointed out she did not get a chance to speak last time and no one noticed.

(Commissioner Romelus returned at 9:04 p.m.)

Commissioner McCray did not favor the comment cards. It treats adults as children and they failed three years ago. Mayor Grant contended it failed three years ago because it was required. He requested a trial run and asked for a motion to approve using the comment cards, not a public audience card, on a one-time basis at the next meeting.

Motion

Commissioner Penserga moved to approve. Vice Mayor Katz seconded the motion for discussion.

Vice Mayor Katz pointed out the psychology in the prior Commission Chamber was all stood up and there was a line to speak formed against the wall and the acoustics were clear. In this room, when someone is finished speaking, someone else gets up and then the Mayor has to ask if anyone else wants to speak. He recommended as Mayor, he que everyone for public audience and line up along the wall. The same thing for Public

Audience. Vice Chair Katz was not truly behind the cards, but he agreed to try it as a practice run. Commissioner Romelus thought the comment cards should be written in the rules attached to the agendas, that if someone wanted to speak on any item on the agenda, they should stand by the podium. The City does not have to operate the same way as the County. Mayor Grant advised he has been to a lot meetings that use comment cards.

Vote

The motion passed 4-1, *(Commissioner McCray dissenting.)* Commissioner Romelus commented after the trial, she would not support continuing using the cards.

12. LEGAL

A. **PROPOSED ORDINANCE 19-010 - SECOND READING -** Amending Chapter 14 of the Code of Ordinances entitled "Motor Vehicles and Traffic" creating Section 14-13 entitled "Motorized Scooters".

Attorney Bridgeman read Proposed Ordinance 19-010 by title only on second reading.

Vice Mayor Katz commented the clarifications were made at the last meeting. The Ordinance prohibits the commercial enterprise of these devices. It would not prohibit residents from recreationally using scooters. Mayor Grant referenced section 14.A, which would prohibit the use, rental and parking of motorized scooters in the City. It does not restrict the business use. Vice Mayor Katz thought it needed to be strictly a prohibition of the commercial enterprise, not the individual, recreational use. Mayor Grant suggested language to read, "The purpose of this article is to prohibit the commercial use, rental and parking of motorized scooters in the City of Boynton Beach."

Motion

Commissioner McCray moved to table. Commissioner Romelus seconded the motion.

Mayor Grant noted under Section 14-13, Motorized Scooters, Section A.1. would prohibit the commercial use and Section C would prohibit the commercial use and parking of a motorized scooter. Attorney Bridgeman commented a bill was recently passed regarding motorized scooters, which the Governor has not yet signed. Attorney Bridgeman commented there is a section in the Ordinance that would not prohibit the City Commission from exercising its authority to adopt ordinances governing the operation of micro-mobility devices such as scooters, but she may have to modify the Ordinance more to comply with the language in the Statute, in the event the Governor signs it. If the Governor signs the bill in the next two weeks, there may be additional modifications needed.

Vice Mayor Katz asked if the City would be restricted when the Governor signs the bill or if it had an effective date and learned it would become effective upon becoming law.

Vote

The motion passed 4-1, *(Mayor Grant dissenting.)*

C. **PROPOSED ORDINANCE NO. 19-016 - FIRST READING** - Approve amending Part 2 of the City of Boynton Beach Code of Ordinances, Chapter 16, Section 16-18 adding a definition of mooring and Section 16-60 Establishing hours of use at Harvey E. Oyer, Jr. Park., Item (d) to clarify non-permitted use.

Attorney Bridgeman read Proposed Ordinance No 19-016 by title only on first reading.

Motion

Commissioner McCray moved to approve for discussion. Vice Mayor Katz seconded the motion.

Mayor Grant explained the hours are not changing. The City was just adding the word "mooring" so it was clear park goers could not enter the park between 10 p.m. and dawn the next day. Commissioner McCray noted there are people that sit out on the water, and they bring their barges and sewage and dump it on City property. He thought it needed to be clarified.

Wally Majors, Recreation and Parks Director, explained the hours are not changing for when people can come into the park. Staff is trying to address the concerns residents expressed about people tying their boats up to the park. The word storage was ambiguous so staff wanted to add the word "mooring" to the Ordinance, which specifically refers to tying a boat up to prevent it from floating away. Mayor Grant inquired what would occur if they moored their boat to the Harvey Oyer Boat Ramp dock at 11 p.m. or wherever else they could moor the boat. Mr. Majors explained if someone was actively boating and fishing, they use the park 24-hours a day, but individuals are not allowed to tie the boat to the dock and vacate the boat. If there is a complaint, it would be forwarded to the Police Department and they would be issued a civil citation which had a fine of about $85.

Sergeant Phillip Hawkins, Boynton Beach Police Department, explained if the boat was moored, it would be similar to parking and the Police could tow the boat. Sergeant Hawkins advised there was a real problem at the boat park. It is a liability for the City and there are nefarious activities ongoing. The Police could either issue a citation or tow it. Mayor Grant suggested signage be used to let people know if they are moored overnight and not actively engaged in boating, fishing, or the vessel is not occupied, it will be towed. Mr. Majors explained most boaters are abide by the rules, but some break the rules. Vice Mayor Katz asked what type of nefarious activities were occurring and learned they were misdemeanors such as boating under the influence, but also stolen boats, drugs or illegal

immigrants. He noted the inlet has the quickest boat ramp around, and Boynton Beach is the closest to the Bahamas.

Commissioner Romelus questioned what dictates whether the Police would fine or tow. Sergeant Hawkins explained the Officer can make the determination. If the boat was left for a 30 minutes and the Officer runs the registration and are preparing to call a tow, but the owners show up, the Officers can issue the citation and have them move their boat. If the tow gets there, the boat is towed. It was noted the boat cannot be there for more than 30 minutes at a time. If the Officer issues a citation and called for the tow, but the owners showed up before the tow arrived, they will just receive issue the citation.

Mayor Grant asked for comments from the public. No one came forward.

Vote

Deputy City Clerk Nieves called the roll. The vote was 5-0.

C. **PROPOSED ORDINANCE NO. 19-017 - FIRST READING** - Approval of Ordinance amending Section 14.3 regulating truck and other commercial use vehicle parking in residential neighborhoods.

Attorney Bridgeman read Proposed Ordinance 19-017 by title only on first reading.

Motion

Commissioner McCray moved to approve for discussion. Commissioner Romelus seconded the motion.

Commissioner McCray asked if a definition for an 18-wheeler was drafted. Mr. Groff advised they have to tweak the Ordinance to better clarify the regulations before the second reading. He commented the Ordinance addresses the issue the City was trying to address. It would not apply to recreational vehicles. Mr. Groff explained there are specific exemptions for those, especially if they are on the owner's property.

Vote

Deputy City Clerk Nieves called the roll. The vote was 5-0.

13. FUTURE AGENDA ITEMS

Commissioner Romelus wanted to ensure the City Commission receives the report for Margret Newton asking about the number of accidents that have occurred at the intersection she had referenced and for the Police to promulgate a plan of action. Sergeant Hawkins advised there were four accidents in the rolling year from May to May. The Police Department had taken speed measurements and he would get data together

and ensure the Commission receives it. Speed complaints had also been addressed. Mr. Groff explained all those streets would be address in the new traffic study, once the City develops a plan for the City on where to place stop signs. There will be changes to stop signs in residential areas. The study will be finished in the next month and a half. Staff will put together a plan in the Forest Park neighborhood and then use the plan in similar neighborhoods.

A. Department to give brief presentation of their operations

Fire - **May 2019**
Development - **July 2019**
Library - **September 2019**

B. Caler, Donten & Levine (city auditors) will present the Comprehensive Annual Financial Report for FY 2018. - **May 21, 2019**

C. Discussion of Elected Officials expense stipend - **May 21, 2019**

D. Representative Mike Caruso post-legislative update - **June 4, 2019**

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

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

G. Budget Workshops for 2019/20 proposed budget:

Budget Workshops at Intracoastal Park Clubhouse;

Monday, July 15, 2019 @ 5:00 P.M.
Tuesday, July 16, 2019 @ 10:00 A.M.
Wednesday, July 17, 2019 @ 2:00 P.M.

H. The Mayor has requested a discussion of possible changes to Seacrest Corridor zoning and land use – **TBD**

I. Staff to provide update on Town Square Project - **May 21, 2019**

14. ADJOURNMENT

There being no further business to discuss, Vice Mayor Katz moved to adjourn. Commissioner Romelus seconded the motion that unanimously passed. The meeting was adjourned at 9:26 p.m.

CITY OF BOYNTON BEACH

_____
Mayor - Steven B. Grant

_____
Vice Mayor – Justin Katz

_____
Commissioner - Mack McCray

_____
Commissioner – Christina Romelus

_____
Commissioner – Ty Penserga

ATTEST

_____
Queenester Nieves, Deputy City Clerk for
Judith A. Pyle, CMC City Clerk

Catherine Cherry
Minutes Specialist

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R19-056 - Authorize the City Manager to sign a contract utilizing the Palm Beach County Contract # 2017055 with Wynn & Sons Environmental Construction CO. Inc. for the resurfacing and installation of cart pathways at the Golf course with an estimated annual expenditure of $177,720.50 plus a 10% contingency of $17,772 for unforeseen conditions for a estimated total expenditure of $195,492.50. The Palm Beach County procurement process satisfies the City's competitive bid requirements.

EXPLANATION OF REQUEST:
Contract Term - January 22, 2019 to July 22, 2019

The City's Engineering Department is requesting to utilize the Palm Beach County contract # 2017055 with Wynn & Sons Environmental Construction Co. for CIP Project GF1803 for installation, repairs and improvements to the City's Golf Course pathways.

The work includes the following:

- Resurfacing of approximately 3,030 feet of existing cart paths throughout the Golf Course
- Installation of 880 feet of new cart paths
- Installation of curbing
- Repairs of an existing water control structure
- Paving a section of the maintenance yard parking lot
- Other miscellaneous asphalt and curb repair

The project will be scheduled to start before the contract expiration. The Palm Beach County's contract is scheduled to go to PBC Commission for renewal on June 4, 2019 for the time period of July 22, 2019 thru January 22, 2021.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This will provide the Golf Course with new and repaired cart paths for its customers, in addition to improving curbs and parking lots in need of repair.

FISCAL IMPACT: Budgeted
Funds are budgeted and available for CIP Project # GF1803.

Account Number
302-4501-572-6301

Funds Available
$250,000

ALTERNATIVES: To not approve utilizing the Palm Beach County contract and have the City issue it's own bid, which would delay the improvements.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resoltuion authorizing the Piggy-back of PBC Contract with Wynn & Sons
Contract	City's Piggy-back cover contract with Wynn & Sons
Addendum	Contract Renewal
Addendum	Cost Estimate
Addendum	Contract
Addendum	Contract Pricing

RESOLUTION NO. R19-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING UTILIZING THE PALM BEACH COUNTY CONTRACT NO. 2017055 WITH WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO, INC., FOR THE RESURFACING AND INSTALLATION OF CART PATHWAYS AT THE GOLF COURSE IN AN ESTIMATED ANNUAL EXPENDITURE OF $177,720.50 PLUS A 10% CONTINGENCY OF $17,772.00 FOR A TOTAL ESTIMATED EXPENDITURE OF $195,492.50; AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO., INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's Engineering Department is requesting to utilize the Palm Beach County Contract #2017055 with Wynn & Sons Environmental Construction Co., Inc., for CIP Project GF 1803 for installation, repairs and improvements to the City's Golf Course pathways, curbing and other asphalt and curb repairs; and

WHEREAS, the City Commission of the City of Boynton Beach, upon the recommendation of staff, deems it in the best interest of the citizens and residents of the City of Boynton Beach to approve and authorize the City Manager to sign a Contract with Wynn & Sons Environmental Construction Co., Inc., to provide resurfacing and installation of cart pathways and curbing at the Golf Course based on the Palm Beach County Annual Pathway and Minor Construction Contract Project No. 2017055 through July 22, 2019 but which is scheduled to be extended by the County through January 22, 2021 in an estimated annual expenditure of $177,720.50 plus a 10% contingency of $17,772.00 for any unforeseen conditions for a total estimated expenditure of $195,492.50.

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 approves and authorizes the City Manager to sign a Contract with Wynn & Sons Environmental Construction Co., Inc., to provide resurfacing and installation of cart pathways and curbing at the Golf Course based on the Palm Beach County Annual Pathway and Minor Construction Contract Project No. 2017055 through July 22, 2019 but which is scheduled to be extended by the County through January 22, 2021 in an estimated annual expenditure of $177,720.50 plus a 10% contingency of $17,772.00 for any unforeseen conditions for a total estimated expenditure of $195,492.50, a copy of which is attached hereto 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 – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

PATHWAY AND MINOR CONSTRUCTION CONTRACT

This Agreement is made as of this ____ day of _____, 2019 by and between WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO., INC., a Florida corporation with an address of 7268 Belvedere Road, West Palm Beach, FL 33411 ("WYNN" or "Contractor"), and THE CITY OF BOYNTON BEACH, a Florida municipal corporation, with a mailing address of Post Office Box 310, Boynton Beach, FL 33425 (the "City").

RECITALS

WHEREAS, The City's Engineering Department is working on CIP Project GF 1803 for installation, repairs and improvements to the City's Golf Course pathways and is requesting to use WYNN which will provide the Golf Course with new and repaired cart paths for its customer, in addition to improving curbs and parking lots in need of repair; and

WHEREAS, WYNN, has agreed to allow the City to piggy-back the Palm Beach County Annual Pathway and Minor Construction Contract Project No. 2017055 for pathway and minor construction and other related tasks throughout Palm Beach County currently through July 22, 2019 but which is scheduled to be extended by the County through January 22, 2021 in an estimated annual expenditure of $177,720.50 plus a 10% contingency of $17,772.00 for any unforeseen conditions for a total estimated expenditure of $195,492.50 at prices based on Palm Beach County contract; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1. The foregoing recitals are true and correct and are hereby incorporated in this Agreement.

Section 2. The City and WYNN agree that WYNN shall provide resurfacing and installation of cart pathways and curbing at the Golf Course based on the Palm Beach County Annual Pathway and Minor Construction Contract Project No. 2017055 for pathway and minor construction and other related tasks throughout Palm Beach County currently through July 22, 2019 but which is scheduled to be extended by the County through January 22, 2021 in an estimated annual expenditure of $177,720.50 plus a 10% contingency of $17,772.00 for any unforeseen conditions for a total estimated expenditure of $195,492.50, a copy of which is attached hereto as Exhibit "A", except as hereinafter provided:

A. All references to Palm Beach County, shall be deemed as references to the City of Boynton Beach. Venue for any litigation arising under this Agreement must be in a court of competent jurisdiction in Palm Beach County, Florida.

B. All Notices to the City shall be sent to:

City: Lori LaVerriere, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy : James A. Cherof, City Attorney
Goren, Cherof, Doody & Ezrol, PA.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308
Telephone: (954) 771-4500
Facsimile: (954) 771-4923

C. The following terms and conditions are hereby incorporated into the Agreement:

Scrutinized Companies

By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor 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 Agreement 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 Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

D. Records shall be deleted in it’s entirety and replaced with the following:

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

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

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, Fla. Stat. or as otherwise provided by law;

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 Agreement 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

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.

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

(CITY CLERK)
3301 QUANTUM BLVD.
BOYNTON BEACH, FL, 33435.
561-742-6061.
CITYCLERK@BBFL.US

Section 3. In the event that the Palm Beach County Contract is amended, or terminated, WYNN shall notify the City within ten (10) days. In the event the Palm Beach County Contract is amended or terminated prior to its expiration, this Agreement shall remain in full force and effect, and not be deemed amended or terminated, until specifically amended or terminated by the parties hereto.

Section 4. WYNN agrees that in the event it enters into a Contract for the same (or substantially similar) scope of services with another local government in Florida which contains a term or condition, including fees, charges or costs, which the City determines to be more favorable

than the terms in this Contract, the parties shall enter into an Addendum to provide those terms to the City.

Section 5. The insurance required shall require that the Certificate of Insurance name the City of Boynton Beach as an additional insured.

Section 6. In all other aspects, the terms and conditions of the Palm Beach County Contract are hereby ratified and shall remain in full force and effect under this Contract, as provided by their terms.

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

CITY OF BOYNTON BEACH, FLORIDA

ATTEST:

By:_____
Lori LaVerriere, City Manager

_____
City Clerk

APPROVED AS TO FORM:

_____
James A. Cherof, City Attorney

WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO., INC.

WITNESSES:

_____ BY:_____
Daniel Wynn

_____ Title: President

ATTEST:

_____
SECRETARY

EXHIBIT A

CONTRACT BETWEEN PALM BEACH COUNTY AND WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO., INC.

2018 0820 JUN 05 2018

(A)

FIRST AMENDMENT TO THE ANNUAL PATHWAY AND MINOR CONSTRUCTION CONTRACT, PROJECT NO. 2017055, DATED JANUARY 23, 2018 (R2018-0012) BY AND BETWEEN WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO. INC. AND PALM BEACH COUNTY

THIS FIRST AMENDMENT to the ANNUAL PATHWAY AND MINOR CONSTRUCTION CONTRACT dated JANUARY 23, 2018 (R2018-0012) hereinafter "CONTRACT" by and between WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO. INC., hereinafter "CONTRACTOR" and the Board of County Commissioners of Palm Beach County, a political subdivision of the State of Florida, hereinafter, "COUNTY".

W I T N E S S E T H

WHEREAS, on January 23, 2018, the CONTRACTOR and COUNTY entered into a twelve month CONTRACT (R2018-0012) for pathway and minor construction, and other related tasks throughout Palm Beach County; and

WHEREAS, by this First Amendment, the CONTRACTOR and the COUNTY mutually agree to amend the CONTRACT terms to add additional reporting language, with all original terms, conditions and unit prices adhered to, except as hereby amended.

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

1. The above recitations are true and correct and incorporated herein.

2. It is the intent of the parties hereto that this First Amendment shall not become binding until the date executed by the COUNTY.

3. All other provisions of the CONTRACT (R2018-0012) dated January 23, 2018, shall remain in full force and effect, except as hereby amended.

4. Item 7 – Responsibilities after contract Award (page SBE-3) shall include the following: Both SBE Schedules 1 (List of Proposed SBE and M/WBE Participation) and Schedule 2 (Letter of Intent to Perform as an SBE or M/WBE Subcontractor) shall be submitted with each task authorization.

5. The COUNTY requires the CONTRACTOR to track during the CONTRACT, and report at the end of the CONTRACT, the county of residence of the CONTRACTOR'S employees and its subcontractors' employees. The CONTRACTOR agrees to prepare and provide the required report with its request for final payment.

IN WITNESS WHEREOF, the parties have caused this First Amendment to the Annual Pathway and Minor Construction Contract (R2018-0012) to be executed and sealed this _____ day of JUN 0 5 2018, 2018.

R2018 0820 JUN 0 5 2018

ATTEST:
SHARON R. BOCK
Clerk and Comptroller

By: _____
Deputy Clerk

PALM BEACH COUNTY, a Political Subdivision of the State of Florida
Board of County Commissioners

By: _____
Melissa McKinlay, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Yelizaveta B. Herman,
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Omelio A. Fernandez, P.E.
Roadway Production Division

ATTEST:

By: _____
Secretary or Asst. Secretary

(Seal)

Wynn & Sons Environmental Construction Co. Inc.
Contractor

By: _____
(Signature)

_____
Daniel P. Wynn, President

WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO. INC.

WEST PALM BEACH,FL. 33411

Estimate

Date	Estimate #
4/17/2019	3309

CITY OF BOYNTON BEACH
24 EAST WOOLBRIGHT R
BOYNTON BEACH,FL 33435

Ship To

Paola
Mendoza
Associate Engineer
The links at Boynton Beach
Pathway restoration

Project

Item	Description	Qty	Rate	Total
8-005	REMOVE EXISTING ASPHALT PER SY per inch lift	2,500	1.00	2,500.00
8-006	REGULAR EXCAVATION PER CY	110	5.00	550.00
8-009	FINISH EXISTING ROCK BASE PER SY	1,404	5.00	7,020.00
8-010	FINISH GRADING PER SY	2,961	3.00	8,883.00
8-025	MILL EXISTING ASPHALT- FULL SIZE MACHINE- 1/2 DAY- EACH	2	4,500.00	9,000.00
8-026	MILL EXISTING ASPHALT, PORTABLE MILLING MACHINE PER SY	1,500	5.00	7,500.00
8-011	4" BASE PER SY	1,232	6.00	7,392.00
8-013	8" BASE PER SY	1,729	20.00	34,580.00
8-023	ACSC TYPE S-III (1 1/4) PER SY	2,693	8.50	22,890.50
8-030	SUPERPAVE ASPHALTIC CONCRETE (SP-9.5 TRAFFIC LEVEL AC) (0-200 TON ORDERS) PER TN	110	175.00	19,250.00
8-132	PUMPING OR HAND PLACEMENT OF CONCRETE- 1 DAY- EACH	6	2,000.00	12,000.00
8-107	CONCRETE CURB (TYPE D) PER LF	1,050	14.50	15,225.00
8-154	ROOT PRUNING (0"-36" DEEP) PER LF	500	10.00	5,000.00
8-163	3 CY LOADER-DAY- EACH 2 loaders 4 days (material support)	8	1,500.00	12,000.00
8-164	1- 1/2 CY BACKHOE- DAY EACH weir repair	1	1,500.00	1,500.00
8-083	BCCMP PIPE CULVERT (18") PER LF	10	65.00	650.00
8-008	EMBANKMENT PER CY	40	7.00	280.00
8-101	RUBBLE RIP-RAP PER TN	10	200.00	2,000.00
8-134A	CONCRETE COLLAR EMOVAL	1	1,500.00	1,500.00
8-173	TRAFFIC PAINT (ALL WIDTHS & COLORS) PER SF	2,000	4.00	8,000.00

Total $177,720.50

Phone # 561-686-6077 Fax # 561-686-2433 rickatwynnandsons@comcast.net

ANNUAL CONTRACT

STATE OF FLORIDA)

) ss. R2018 0012

COUNTY OF PALM BEACH)

This Contract, made this ____ day of JAN 2 3 2018, A.D. 20___, by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, (hereinafter "County"), and WYNN & SONS ENVIRONMENTAL CONSTRUCTION COMPANY, INC., Florida, and its heirs, executors, administrators and assigns, (hereinafter "Contractor"):

WITNESSETH: The Contractor agrees with the County, for the consideration herein mentioned at its own proper cost and expense to do all the work and furnish all necessary labor, materials, equipment, machinery, tools, apparatus, services, state Worker's Compensation and unemployment compensation taxes incurred in the performance of the Contract, for the:

ANNUAL PATHWAY AND MINOR CONSTRUCTION CONTRACT

IN THE AMOUNTS specified in work orders which may be issued by the County. The County is not required to issue any work orders hereunder. The total value of work orders issued under this Contract shall not exceed Nine Million Five Hundred Thousand Dollars ($9,500,000.00), except as may be increased according to Section 9-11 of the Contract Specifications.

The Contractor further agrees for the consideration herein mentioned to commence the work with adequate forces and equipment within five (5) working days of the work order being issued for a specific project. After commencement of the work, the work order shall be properly dispatched toward completion, to the satisfaction of the Engineer, and shall be fully complete within the time limit specified in the work order. Should the time limit for completion of the work order exceed the expiration date of the contract, the work order work will continue to completion and the Contractor shall ensure that Bonding and Insurance coverage do not expire until all work orders issued prior to the expiration of this Contract are complete and accepted. It is understood and agreed that the time limit for completion of said work is the essence of the Contract. If Contractor fails to complete the work within the time limit, it is agreed that for such calendar day that any work provided for in these Contract Documents remain incomplete after the time limit has expired, including any official extension of the time limit, the sum per day given in the contained schedules shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages and added expense for supervision.

The Contractor shall take into account all contingent work which has to be done by other parties arising from any cause whatsoever, and shall not plead its want of knowledge of such contingent work as an excuse for delay in a Contractor's work, or for its non-performance.

ANNUAL CONTRACT

IN WITNESS WHEREOF, the Parties have caused this Annual Pathway and Minor Construction Contract to be executed and sealed the day and year first written above.

ATTEST: R2018 0012 JAN 23 2018

SHARON R. BOCK,
Clerk & Comptroller

By: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the
State of Florida

BOARD OF COUNTY COMMISSIONERS

By: _____
Melissa McKinlay, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

_____
(witness signature)

Richard Kaye
(witness name printed)

_____
(witness signature)

Lindsey Kaye
(witness name printed)

Wynn Solis Environmental Construction Co Inc.
(Corporate Name)

a Florida corporation
(insert state of incorporation)

By: _____
(signature)

Daniel P Wynn
(print signatory's name)

Its President
(print title)

11/10/17
(date)

(Corporate Seal)

BID PROPOSAL
ANNUAL PATHWAY & MINOR CONSTRUCTION CONTRACT
PBC PROJECT #2017055

ITEM #	ITEM DESCRIPTION	QTY.	UNITS	ENGINEERS ESTIMATE UNIT PRICE	Wynn & Sons Envir. Construction, Inc. UNIT PRICE	TOTAL
1	Emergency Response, Less than 6 Hours	10	EA	$ 50.00	$ 50.00	$ 500.00
2	Emergency Response, 6 Hours to 24 Hours	20	EA	$ 50.00	$ 50.00	$ 1,000.00
3	Emergency Response, 24 Hours to 72 Hours	30	EA	$ 50.00	$ 50.00	$ 1,500.00
ROADWAY ITEMS						
4	Clearing & Grubbing	200	AC	$ 50.00	$ 50.00	$ 10,000.00
5	Remove Existing Asphalt (Full Depth) (See Notes)	20,000	SY	$ 1.00	$ 1.00	$ 20,000.00
6	Regular Excavation	10,000	CY	$ 5.00	$ 5.00	$ 50,000.00
7	Shallow Excavation (Depth <4 Ft.)	3,000	CY	$ 5.00	$ 7.00	$ 21,000.00
8	Embankment (Compacted in Place)	2,500	CY	$ 7.00	$ 7.00	$ 17,500.00
9	Finish Existing Rock Base (Incl. Prime Coat)	1,000	SY	$ 5.00	$ 5.00	$ 5,000.00
10	Finish Grading	20,000	SY	$ 3.00	$ 3.00	$ 60,000.00
11	4" Base (Incl. Prime Coat)	15,000	SY	$ 5.00	$ 6.00	$ 90,000.00
12	6" Base (Incl. Prime Coat)	20,000	SY	$ 8.00	$ 7.00	$ 140,000.00
13	8" Base (Incl. Prime Coat)	5,300	SY	$ 20.00	$ 20.00	$ 106,000.00
14	Optional Base Group 4	500	SY	$ 11.00	$ 9.00	$ 4,500.00
15	Optional Base Group 7	10,000	SY	$ 11.00	$ 20.00	$ 200,000.00
16	Optional Base Group 10	500	SY	$ 11.00	$ 27.00	$ 13,500.00
17	Optional Base Group 13	10,000	SY	$ 15.00	$ 27.00	$ 270,000.00
18	ACSC Type S (<20 Tons Orders)	1,000	TN	$ 200.00	$ 200.00	$ 200,000.00
19	ACSC Type S (20-50 Ton Orders)	1,000	TN	$ 130.00	$ 160.00	$ 160,000.00
20	ACSC Type S (51-100 Ton Orders)	1,000	TN	$ 149.00	$ 150.00	$ 150,000.00
21	ACSC Type S (>100 Ton Orders)	5,000	TN	$ 115.00	$ 150.00	$ 750,000.00
22	ACSC Type S-1 (1 1/4") (Incl. Tack Coat)	5000	SY	$ 6.50	$ 8.50	$ 42,500.00
23	ACSC Type S-III (1 1/4") (Incl. Tack Coat)	10000	SY	$ 8.50	$ 8.50	$ 85,000.00
24	Asphalt Driveway (1 1/2") (Incl. 6" Base)	1800	SY	$ 14.50	$ 17.50	$ 31,500.00
25	Mill Existing Asphalt, Full Size Milling Machine - 1/2 Day (See Notes)	30	EA	$ 3,500.00	$ 4,500.00	$ 135,000.00
26	Mill Existing Asphalt, Portable Milling Machine (See Notes)	5300	SY	$ 5.00	$ 5.00	$ 26,500.00
27	Reuse Millings For Pathway (6" Deep)	3000	SY	$ 5.00	$ 5.00	$ 15,000.00
28	Misc. Asphalt (0-50 Ton Orders) (Incl. Tack Coat) (See Notes)	150	TN	$ 145.00	$ 175.00	$ 26,250.00
29	Misc. Asphalt (>50 Ton Orders) (Incl. Tack Coat) (See Notes)	100	TN	$ 120.00	$ 175.00	$ 17,500.00
30	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	200	TN	$ 150.00	$ 175.00	$ 35,000.00
31	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 200 Ton Orders)	15,000	TN	$ 103.95	$ 110.00	$ 1,650,000.00
32	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	2,000	TN	$ 115.00	$ 175.00	$ 350,000.00
33	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	4,000	TN	$ 100.00	$ 110.00	$ 440,000.00
34	Pavement Texturing: Colored Coating - Standard Formula	100	SY	$ 20.00	$ 20.00	$ 2,000.00
35	Pavement Texturing: Colored Coating - Traffic Formula	100	SY	$ 22.00	$ 22.00	$ 2,200.00
36	Pavement Texturing: Heat & Imprint Existing Pavement	100	SY	$ 35.00	$ 35.00	$ 3,500.00
37	Pavement Texturing: Imprint New Installation	100	SY	$ 50.00	$ 75.00	$ 7,500.00
38	Pavement Texturing: Sealer Concrete	100	SY	$ 20.00	$ 20.00	$ 2,000.00
39	Paver Brick	100	SY	$ 75.00	$ 100.00	$ 10,000.00
40	Remove Paver Brick	100	SY	$ 20.00	$ 75.00	$ 7,500.00
41	Reset Paver Brick	100	SY	$ 25.00	$ 125.00	$ 12,500.00
DRAINAGE ITEMS						
42	Inlets (Curb) (Type P-1) < 10'	10	EA	$ 2,800.00	$ 2,500.00	$ 25,000.00
43	Inlets (Curb) (Type P-1) (Partial - Top Only)	15	EA	$ 2,000.00	$ 2,500.00	$ 37,500.00
44	Inlets (Curb) (Type P-2) < 10'	10	EA	$ 2,800.00	$ 2,800.00	$ 28,000.00
45	Inlets (Curb) (Type P-2) (Partial - Top Only)	15	EA	$ 2,000.00	$ 2,500.00	$ 37,500.00
46	Inlets (Curb) (Type P-5) < 10'	10	EA	$ 3,800.00	$ 3,500.00	$ 35,000.00
47	Inlets (Curb) (Type P-5) (Partial - Top Only)	15	EA	$ 2,000.00	$ 2,500.00	$ 37,500.00
48	Inlets (Curb) (Type P-6) < 10'	10	EA	$ 3,800.00	$ 3,900.00	$ 39,000.00
49	Inlets (Curb) (Type P-6) (Partial - Top Only)	15	EA	$ 2,200.00	$ 2,500.00	$ 37,500.00
50	Inlets (Ditch Bottom) (Type C)	20	EA	$ 2,800.00	$ 3,000.00	$ 60,000.00
51	Inlets (Ditch Bottom) (Type D)	10	EA	$ 3,800.00	$ 3,800.00	$ 38,000.00
52	Inlet (Closed Flume) Type I	20	EA	$ 1,000.00	$ 2,500.00	$ 50,000.00
53	Inlet (Closed Flume) Double Barrel	5	EA	$ 1,500.00	$ 4,500.00	$ 22,500.00
54	Inlet (Remove and Dispose)	10	EA	$ 500.00	$ 1,500.00	$ 15,000.00
55	Manhole (Type P-8) < 10'	20	EA	$ 2,900.00	$ 3,000.00	$ 60,000.00
56	Manhole (Type 8) (Partial - Top Only)	10	EA	$ 3,000.00	$ 3,000.00	$ 30,000.00
57	Steel Reticuline Frame & Grate (Installed) (Index 232)	25	EA	$ 350.00	$ 1,250.00	$ 31,250.00
58	Adjust Existing Manhole or Inlet	25	EA	$ 850.00	$ 900.00	$ 22,500.00
59	Manhole Cover (Replace)	10	EA	$ 100.00	$ 1,200.00	$ 12,000.00
60	Manhole Cover (Adjust)	20	EA	$ 850.00	$ 750.00	$ 15,000.00
61	Manhole Riser (1" to 2")	25	EA	$ 50.00	$ 350.00	$ 8,750.00
62	Manhole Ring and Cover (24") (Traffic Rated)	25	EA	$ 750.00	$ 1,500.00	$ 37,500.00
63	Modify Inlet & Install Reticuline Frame & Grate	5	EA	$ 750.00	$ 1,500.00	$ 7,500.00
64	Modify, Repair and/or Rebuild Existing Curb Inlet	10	EA	$ 1,500.00	$ 2,500.00	$ 25,000.00
65	Adjust Valve Box	200	EA	$ 20.00	$ 50.00	$ 10,000.00
66	Valve Box Cover (Replace)	20	EA	$ 100.00	$ 115.00	$ 2,300.00
67	Valve Box Cover (Adjust)	20	EA	$ 50.00	$ 150.00	$ 3,000.00
68	Relocate Fire Hydrant	10	EA	$ 2,300.00	$ 2,900.00	$ 29,000.00
69	Yard Drain (Index 282)	10	EA	$ 1,100.00	$ 1,800.00	$ 18,000.00
70	Concrete Pipe Culvert (15" RCP)	200	LF	$ 43.50	$ 95.00	$ 19,000.00
71	Concrete Pipe Culvert (18" RCP)	1000	LF	$ 33.50	$ 45.00	$ 45,000.00
72	Concrete Pipe Culvert (24" RCP)	1000	LF	$ 55.00	$ 69.00	$ 69,000.00
73	Concrete Pipe Culvert (36" RCP)	1000	LF	$ 100.00	$ 70.00	$ 70,000.00
74	HDPE Pipe Culvert (18")	1000	LF	$ 30.00	$ 45.00	$ 45,000.00
75	HDPE Pipe Culvert (24")	1000	LF	$ 35.00	$ 59.00	$ 59,000.00
76	HDPE Pipe Culvert (36")	1000	LF	$ 40.00	$ 80.00	$ 80,000.00
77	HDPE Pipe Culvert (48")	1000	LF	$ 45.00	$ 99.00	$ 99,000.00
78	A-2000 Pipe Culvert (15"PVC)	100	LF	$ 50.00	$ 65.00	$ 6,500.00
79	A-2000 Pipe Culvert (18" PVC)	500	LF	$ 50.00	$ 59.00	$ 29,500.00
80	A-2000 Pipe Culvert (24" PVC)	500	LF	$ 55.00	$ 59.00	$ 29,500.00
81	Corrugated Steel Pipe Culvert (42" Dia.)	25	LF	$ 100.00	$ 135.00	$ 3,375.00

BID PROPOSAL
ANNUAL PATHWAY & MINOR CONSTRUCTION CONTRACT
PBC PROJECT #2017055

				ENGINEERS ESTIMATE	Wynn & Sons Envir. Construction, Inc.	
ITEM #	ITEM DESCRIPTION	QTY.	UNITS	UNIT PRICE	UNIT PRICE	TOTAL
82	BCCMP Pipe Culvert (15")	100	LF	$ 43.50	$ 65.00	$ 6,500.00
83	BCCMP Pipe Culvert (18")	500	LF	$ 43.50	$ 65.00	$ 32,500.00
84	BCCMP Pipe Culvert (24")	500	LF	$ 55.00	$ 75.00	$ 37,500.00
85	Mitered End Section (Round) (15")	5	EA	$ 750.00	$ 1,500.00	$ 7,500.00
86	Mitered End Section (Round) (18")	10	EA	$ 800.00	$ 1,500.00	$ 15,000.00
87	Mitered End Section (Round) (24")	10	EA	$ 900.00	$ 1,700.00	$ 17,000.00
88	Mitered End Section (Round) (36")	10	EA	$ 1,000.00	$ 2,500.00	$ 25,000.00
89	Mitered End Section (Round) (42")	10	EA	$ 1,500.00	$ 2,700.00	$ 27,000.00
90	Mitered End Section (Round) (15" BCCMP)	5	EA	$ 750.00	$ 1,500.00	$ 7,500.00
91	Mitered End Section (Round) (18" BCCMP)	10	EA	$ 800.00	$ 1,500.00	$ 15,000.00
92	Mitered End Section (Round) (24" BCCMP)	10	EA	$ 900.00	$ 1,700.00	$ 17,000.00
93	ADS Flared End (18" HDPE)	2	EA	$ 500.00	$ 1,500.00	$ 3,000.00
94	ADS Flared End (24" HDPE)	2	EA	$ 600.00	$ 1,600.00	$ 3,200.00
95	ADS Flared End (36" HDPE)	2	EA	$ 700.00	$ 2,000.00	$ 4,000.00
96	ADS Flared End (48" HDPE)	2	EA	$ 800.00	$ 3,000.00	$ 6,000.00
97	French Drains (18" CMP) (incl. Ballast Rock & Filter Fabric)	25	LF	$ 75.00	$ 150.00	$ 3,750.00
98	French Drains (24" CMP) (incl. Ballast Rock & Filter Fabric)	25	LF	$ 75.00	$ 200.00	$ 5,000.00
99	French Drains (18" RCP) (incl. Ballast Rock & Filter Fabric)	100	LF	$ 75.00	$ 150.00	$ 15,000.00
100	French Drains (24" RCP) (incl. Ballast Rock & Filter Fabric)	100	LF	$ 75.00	$ 200.00	$ 20,000.00
101	Rubble Rip-Rap	250	TN	$ 100.00	$ 200.00	$ 50,000.00
102	#57 Coarse Aggregate (FDOT)	10	TN	$ 250.00	$ 200.00	$ 2,000.00
103	Sand Cement Endwall	15	CY	$ 500.00	$ 750.00	$ 11,250.00
104	Dewatering (6" Pump/Wellpoints)	10	ED	$ 500.00	$ 2,500.00	$ 25,000.00
CONCRETE ITEMS						
105	Misc. Concrete (Incl. Reinforcing Steel)	100	CY	$ 450.00	$ 750.00	$ 75,000.00
106	Class I Concrete (Gravity Wall)	50	CY	$ 450.00	$ 750.00	$ 37,500.00
107	Concrete Curb (Type D) (See Notes)	10000	LF	$ 12.00	$ 14.50	$ 145,000.00
108	Concrete Curb Type D Removal	750	LF	$ 5.00	$ 15.00	$ 11,250.00
109	Concrete Curb & Gutter (Type F)	20000	LF	$ 13.50	$ 17.50	$ 350,000.00
110	Concrete Curb & Gutter Type F Removal	11000	LF	$ 5.00	$ 6.00	$ 66,000.00
111	Concrete Valley Gutter	1600	LF	$ 9.00	$ 18.00	$ 28,800.00
112	Concrete Valley Gutter Removal	3000	LF	$ 3.00	$ 9.00	$ 27,000.00
113	Concrete Curb & Gutter (9") (PBC Standard)	100	LF	$ 15.00	$ 35.00	$ 3,500.00
114	Concrete Curb & Gutter (9") Removal	25	LF	$ 5.00	$ 15.00	$ 375.00
115	Concrete Flush Header Curb (PBC Standard)	25	LF	$ 25.00	$ 55.00	$ 1,375.00
116	Concrete Flush Header Curb Removal	500	LF	$ 5.00	$ 15.00	$ 7,500.00
117	Concrete Mountable Gutter (PBC Standard)	50	LF	$ 15.00	$ 35.00	$ 1,750.00
118	Concrete Mountable Gutter Removal	50	LF	$ 5.00	$ 15.00	$ 750.00
119	Traffic Separator Conc (Type I)	1500	SY	$ 25.00	$ 50.00	$ 75,000.00
120	Traffic Separator Conc (Type IV)	50	SY	$ 45.00	$ 85.00	$ 4,250.00
121	Traffic Separator Concrete, Removal	50	SY	$ 6.00	$ 55.00	$ 2,750.00
122	Concrete Sidewalk (4" Thick) - Less Than 10 SY	1000	SY	$ 50.00	$ 65.00	$ 65,000.00
123	Concrete Sidewalk (4" Thick) - 10 Sy to Less than 50 SY	1000	SY	$ 50.00	$ 45.00	$ 45,000.00
124	Concrete Sidewalk (4" Thick) - 50 SY or Greater	5000	SY	$ 24.00	$ 40.00	$ 200,000.00
125	Concrete Sidewalk (6" Thick) (Driveway) - Less Than 8 SY	500	SY	$ 200.00	$ 150.00	$ 75,000.00
126	Concrete Sidewalk (6" Thick) (Driveway) - 8 SY To Less Than 35 SY	1000	SY	$ 100.00	$ 150.00	$ 150,000.00
127	Concrete Sidewalk (6" Thick) (Driveway) - 35 SY Or Greater	15000	SY	$ 41.00	$ 49.00	$ 735,000.00
128	Concrete Sidewalk (6" Thick) (ADA Ramps)	15000	SY	$ 60.00	$ 57.00	$ 855,000.00
129	Cast-In-Place and/or Surface Applied Tactile Surface	21000	SF	$ 14.50	$ 18.00	$ 378,000.00
130	Pump Mix for Concrete Pumping	500	CY	$ 35.00	$ 100.00	$ 50,000.00
131	Pumping or Hand Placement of Concrete - 1/2 Day	5	EA	$ 500.00	$ 1,000.00	$ 5,000.00
132	Pumping or Hand Placement of Concrete - 1 Day	5	EA	$ 1,000.00	$ 2,000.00	$ 10,000.00
133	4" Concrete Removal	5000	SY	$ 7.00	$ 12.00	$ 60,000.00
134	6" Concrete Removal	5000	SY	$ 7.00	$ 12.00	$ 60,000.00
FENCING AND RAILING ITEMS						
135	Type B Fence (4' High) (w/Top Rail) Green Vinyl Clad	200	LF	$ 30.00	$ 50.00	$ 10,000.00
136	Type B Fence (6' High) (w/Top Rail) Green Vinyl Clad	400	LF	$ 32.00	$ 75.00	$ 30,000.00
137	Chain Link Fence - Removal & Disposal	250	LF	$ 20.00	$ 10.00	$ 2,500.00
138	Double Rail Wood Fence - Furnish & Install	400	LF	$ 39.00	$ 65.00	$ 26,000.00
139	Double Rail Wood Fence - Relocation	350	LF	$ 18.00	$ 25.00	$ 8,750.00
140	Double Rail Wood Fence - Removal	100	LF	$ 8.00	$ 10.00	$ 1,000.00
141	Aluminum Pipe Handrail (3 Rail)	150	LF	$ 95.00	$ 150.00	$ 22,500.00
142	Steel Pipe Handrail (3 Rail)	150	LF	$ 65.00	$ 150.00	$ 22,500.00
143	Safety Pipe Rail (2")	100	LF	$ 65.00	$ 150.00	$ 15,000.00
LANDSCAPING ITEMS						
144	Seed and Mulch	500	SY	$ 0.50	$ 3.00	$ 1,500.00
145	Sodding (To Match Existing) (See Notes)	25000	SY	$ 1.50	$ 4.00	$ 100,000.00
146	Synthetic Turf (ForeverLawn or Equal) with 2.5" Foam Underlay (F&I)	1000	SY	$ 10.00	$ 130.00	$ 130,000.00
147	Top Soil (6" Thick)	2000	SY	$ 3.00	$ 8.00	$ 16,000.00
148	Poured in Place Rubber Mulch (Rainbow Turf Products or Equal) (F&I)	500	SY	$ 5.00	$ 130.00	$ 65,000.00
149	Stump Removal	80	EA	$ 100.00	$ 150.00	$ 12,000.00
150	Tree Relocation	20	EA	$ 100.00	$ 200.00	$ 4,000.00
151	Tree Removal (Less than 12" Caliper)	50	EA	$ 100.00	$ 500.00	$ 25,000.00
152	Tree Removal (12" - 24" Caliper)	50	EA	$ 100.00	$ 750.00	$ 37,500.00
153	Tree Removal (Palms - All Sizes)	50	EA	$ 100.00	$ 350.00	$ 17,500.00
154	Root Pruning (0"-36" deep)	2000	LF	$ 10.00	$ 10.00	$ 20,000.00
155	18" Root Barrier	100	LF	$ 40.00	$ 60.00	$ 6,000.00
156	24" Root Barrier	1000	LF	$ 41.00	$ 25.00	$ 25,000.00
157	36" Root Barrier	8000	LF	$ 50.00	$ 30.00	$ 240,000.00
158	48" Root Barrier	500	LF	$ 50.00	$ 45.00	$ 22,500.00
159	Vegetation Relocation (Including Watering)	10	HR	$ 100.00	$ 100.00	$ 1,000.00
160	2" PVC Pipe (Schedule 40)	1000	LF	$ 10.00	$ 20.00	$ 20,000.00
161	4" PVC Pipe (Schedule 40)	100	LF	$ 15.00	$ 15.00	$ 1,500.00
162	6" PVC Pipe (Schedule 40)	200	LF	$ 35.00	$ 45.00	$ 9,000.00

BID PROPOSAL
ANNUAL PATHWAY & MINOR CONSTRUCTION CONTRACT
PBC PROJECT #2017055

				ENGINEERS ESTIMATE	Wynn & Sons Envir. Construction, Inc.	
ITEM #	**ITEM DESCRIPTION**	**QTY.**	**UNITS**	**UNIT PRICE**	**UNIT PRICE**	**TOTAL**
EQUIPMENT ITEMS						
163	3 CY Loader - Day	10	EA	$ 500.00	$ 1,500.00	$ 15,000.00
164	1-1/2 CY Backhoe - Day	10	EA	$ 500.00	$ 1,500.00	$ 15,000.00
165	40 Ton Crane, Crawler or Wheel Mount - Day	15	EA	$ 1,500.00	$ 2,000.00	$ 30,000.00
PILING AND SHEETING ITEMS						
166	8" Treated Timber Piling	100	LF	$ 35.00	$ 45.00	$ 4,500.00
167	10" Treated Timber Piling	100	LF	$ 36.00	$ 52.50	$ 5,250.00
168	10" Treated Timberguard™ Wood Piling	500	LF	$ 51.00	$ 67.50	$ 33,750.00
169	12" Square Precast Pre-Stressed Concrete Piling	500	LF	$ 62.00	$ 94.50	$ 47,250.00
170	14" Square Precast Pre-Stressed Concrete Piling	100	LF	$ 65.00	$ 101.25	$ 10,125.00
171	Temporary or Permanent Steel Sheet Piling	100	SF	$ 60.00	$ 80.00	$ 8,000.00
SIGNING AND MARKING ITEMS						
172	ADA Handicapped Parking Sign - Furnish & Install	5	EA	$ 350.00	$ 750.00	$ 3,750.00
173	Traffic Paint (All Widths & Colors) (See Notes)	500	SF	$ 2.50	$ 4.00	$ 2,000.00
174	Thermoplastic Pavement Marking (All Widths & Colors) (See Notes)	500	SF	$ 5.00	$ 7.50	$ 3,750.00
175	Wheel Stops - Furnish & Install	100	EA	$ 20.00	$ 55.00	$ 5,500.00
176	Remove & Re-Install Wheel Stops	100	EA	$ 9.00	$ 35.00	$ 3,500.00
177	Sign (Relocate)	20	EA	$ 10.00	$ 250.00	$ 5,000.00
178	Speed Humps	1000	SY	$ 60.00	$ 50.00	$ 50,000.00
179	Stamped Colored Concrete (5" Thick)	100	SY	$ 60.00	$ 85.00	$ 8,500.00
180	Steel Bollard	20	EA	$ 350.00	$ 750.00	$ 15,000.00
181	Removable Bollard	20	EA	$ 100.00	$ 1,200.00	$ 24,000.00
MISCELLANEOUS ITEMS						
182	Premium for Conflict Condition	5	EA	$2,000.00	$ 1,500.00	$ 7,500.00
183	Premium to Increase Box Depth to >10'	5	EA	$1,900.00	$ 1,500.00	$ 7,500.00
184	Premium to Increase Box from P to J	5	EA	$1,500.00	$ 1,500.00	$ 7,500.00
185	IPE Boardwalk Decking & Top Rail (5/4" X 6") - Furnish & Install	1000	LF	$12.00	$ 16.50	$ 16,500.00
186	Mail Boxes (Reset)	150	EA	$25.00	$ 20.00	$ 3,000.00
187	Pull Boxes (Brooks)	5	EA	$100.00	$ 950.00	$ 4,750.00
188	Sandblasting - 1/2 Day	20	EA	$750.00	$ 2,500.00	$ 50,000.00
189	Sandblasting - Full Day	10	EA	$1,200.00	$ 3,500.00	$ 35,000.00
190	Pressure Cleaning	10	ED	$1,201.00	$ 2,000.00	$ 20,000.00
191	Southern Yellow Pine Lumber - Furnish & Install	15000	BF	$8.00	$ 8.00	$ 120,000.00
192	Southern Yellow Pine Lumber - Removal & Disposal	20000	BF	$1.00	$ 4.00	$ 80,000.00
					TOTAL BID AMOUNT	**$11,916,000.00**

PBC PROJECT #2017055					
THE ITEMS AND QUANTITIES SHOWN, SHALL GOVERN OVER THE PLANS.					
PAY ITEM FOOTNOTES IN CONSTRUCTION PLANS SHALL ALSO BE INCLUDED IN ITEM UNIT PRICE.					
PAY ITEM FOOTNOTES:					
THE COUNTY DOES NOT GUARANTEE THE ACCURACY OF THE FORMULAS AND EXTENSIONS USED IN THIS SPREADSHEET.					
THE ITEMS AND QUANTITIES ABOVE, SHALL GOVERN OVER THE PLANS.					
PAY ITEM FOOTNOTES IN CONSTRUCTION PLANS SHALL ALSO BE INCLUDED IN ITEM UNIT PRICE.					
As-builts shall be paid per plan sheet					
Removable **Bollard** - Includes all costs associated with installation of removable bollards at locations designated by the County. All labor and materials, including excavation, rock drain, concrete foundation, bollare pipe, ground sleeve with locking mechanism, painting and restoration of the area, are incidental to the Item.					
Steel **Bollard** - Includes all costs associated with installation of steel bollards at locations designated by the County. All labor and materials, including excavation, concrete foundation, bollard pipe, painting and restoration of the area, are incidental to the pay item.					
Clearing and Grubbing Specifications for various processes required under clearing and grubbing item. Also includes cutting and capping irrigation lines.					
Pumping or Hand Placement of **Concrete** - These items shall include all equipment and labor required for placement of concrete in areas not accessible by conventional concrete truck (assumed 12' long chute), either by hand or by pumping, and shall be in addition to the per square yard price for 4" and 6" concrete items.					
Pump Mix for **Concrete Pumping** - This item represents a surcharge to the per square yard price for 4" and 6" concrete items to cover costs for special admixtures, etc. required for pumping concrete under Pumping or Hand Placement of Concrete items.					
Concrete Sidewalk Items - These items shall include all materials, labor and equipment.					
Concrete Sidewalk (6" Thick) (ADA Ramps) - includes only areas of the ramps and transitions back to level sidewalk					
Concrete Traffic Separator Removal - Includes removal of base material or any other material unsuitable for planting which may be located in the traffic separator area.					
The cost to construct curb pads shall be included in the unit price for each respective **curb item**.					
Concrete **Curb Type D** shall include Athletic Field Backstop Curbing.					
Dewatering - Well Point equipment up to 150 points complete, including pump and associated jetting equipment. Well Point Equipment shall only be used in the prosecution of work under this contract as requested by the appointed Palm Beach County Project Supervisor.					
Double Rail Wood Fence Relocation - Includes all labor, equipment and materials required for removal of wood fence rails and posts, stockpiling and protecting material and re-installation of posts and double rail wood fence. Furnishing and installing replacement items which have been damaged during removal or storage shall be considered incidental to the pay item.					
Double Rail Wood Fence Removal - Includes all labor, equipment and materials required for removal of wood fence rails and posts and stockpiling on-site for recovery by County personnel or proper disposal by Contractor.					
Removal and disposal of existing item to be replaced or repaired shall be incidental to all **drainage structure** items.					
Excavation includes cutting and capping irrigation lines.					
Finish Existing Rock Base - Includes all labor, equipment and baserock material sufficient to level, lightly grade and compact the existing rock base prior to application of prime coat.					
Finish Grading - Includes all labor, equipment and materials required for fine grading and shaping of areasdisturbed by other operations. Finish Grading does not replace grading and shaping incidental to the items Sodding and Seeding and Mulching.					
Milling Existing Asphalt Pavement Items per square yard are based on the indicated depth of milling. In the event that other milling depths are required, the contract price for Mill Existing Asphalt Pavement will be adjusted in (1/2")					
Mill Existing Asphalt, Full Size Milling Machine - Includes use of milling machine, broom tractor, and other equipment as required, transportation of equipment to and from the work site, all labor for actual milling and clean-up and satisfactory disposal of milled material. Payment shall be based upon actual time for milling and clean-up. Preparation of areas to be milled, clean-up and disposal of milled material shall be considered incidental to the unit price bid.					
Misc Asphalt - Includes surface courses, friction courses and other miscellaneous asphalt as required.					
Thermoplastic **Pavement Marking** and **Traffic Paint** - Includes all labor, equipment, materials, etc. required to furnish and install pavement marking in parking lots and other areas. All items, including parking space markings, lane lines, stop bars. handicapped symbols, directional arrows and messages, in any or all colors, shall be considered incidental to the pay item.					
Pressure Cleaning - Can be paid in half day increments					
Remove Existing Asphalt, and Mill Existing Asphalt items - Include all equipment, labor, etc. for removal and disposal of existing asphalt pavement material. Unit Prices shall be based upon a 1" depth of milling. The contract prices will be adjusted in ½" increments for other milling depths.					
Root Barrier - Root removal shall be incidental to all root barriers					
Root Pruning shall be paid per each tree					

PBC PROJECT #2017055					
THE ITEMS AND QUANTITIES SHOWN, SHALL GOVERN OVER THE PLANS.					
PAY ITEM FOOTNOTES IN CONSTRUCTION PLANS SHALL ALSO BE INCLUDED IN ITEM UNIT PRICE.					
PAY ITEM FOOTNOTES:					
THE COUNTY DOES NOT GUARANTEE THE ACCURACY OF THE FORMULAS AND EXTENSIONS USED IN THIS SPREADSHEET.					
THE ITEMS AND QUANTITIES ABOVE, SHALL GOVERN OVER THE PLANS.					
PAY ITEM FOOTNOTES IN CONSTRUCTION PLANS SHALL ALSO BE INCLUDED IN ITEM UNIT PRICE.					
Rubble Rip-Rap - Includes finish grading, filter fabric, installation, etc. All labor and materials, including restoration of the area, are incidental to this item.					
Temporary or Permanent Steel **Sheet Piling -** Piling material shall be PZ27 or equal. All work shall be in accordance with FDOT Standard Specifications, Section 455, Structures Foundations. Per square foot price is for Temporary or Permanent Sheet Piling actually installed and accepted by the County, including all labor, equipment and materials, cutting, splicing, dynamic and static testing, adjustments resulting from testing, removal oftemporary piling and restoration of the area.					
Sodding - Pay Item shall include all work necessary to install and establish, including watering and fertilizing to sustain an established turf until final acceptance at no additional cost. Item shall also include the filling, leveling and repairing of any washed or eroded areas, as may be necessary.					
Southern Yellow Pine Lumber (F&I) - Southern Yellow Pine Lumber shall be pressure treated marine grade southern pine #1, or better, treated to 0.4 pcf retention of ACQ (AWPA UC4A, or better) and shall be paid for by boardfoot furnished and installed and accepted by the County. Cost per board foot installed shall include all labor, equipment and materials, fasteners, and cutting and shall include a maximum of 10% wasteover and above installed material measured in the field.					
Square Precast Prestressed concrete piling - Include all costs associated with installation of Pre-stressed Concrete pilings at locations shown on plans or as designated by the County. Contractor shall receive detailed design plans for eachinstallation, signed and sealed by a Professional Engineer licensed in the State of Florida. All labor and materials, cutting, splicing, dynamic and static testing, adjustments resulting from testing and restoration of the area are incidental to the item. All work shall be in accordance with FDOT Standard Specifications, Section 455, Structures Foundations. Per foot price is for Precast Pre-stressed Concrete Pilings actually installed and accepted by the County.					
All **Tree Removal** items shall include all costs associated with tree removal including MOT (if required), reduction of canopy, felling of trunk, stump removal, debris disposal and backfilling of hole with suitable material to provide a uniform grade.					
Replace Sprinkler System - Includes the cost of labor, as well as all parts, such as pipe, heads and fittings.					
Treated Timber Piling - Include all costs associated with installation of treated Southern Pine pilings at locations shown on plans or as designated by the County. Contractor shall receive detailed design plans for each installation, signed and sealed by a Professional Engineer licensed in the State of Florida. Alllabor and materials, cutting splicing, dynamic and static testing, adjustments resulting from testing and restoration of the area are incidental to the item. All work shall be in accordance with FDOT Standard Specifications, Section 455, Structures Foundations. Southern Pine timber shall be pressure treated, 2.5cca or better. Per foot price is for Treated Timber Pilings actually installed and accepted by the County.					
Treated Timberguard Wood Piling- 10" Treated TimberguardTM Wood Piles shall be paid for by Linear Feet furnished and installed and accepted by the County. Cost per Linear Feet installed shall include all labor, equipmentand materials, fasteners, and cutting and shall include a maximum of 10% waste over and above installed material measured in the field.					
Wheel Stops - Includes all labor, equipment and materials required for removal of wheel stops and re-bar or other methods of attachment, stockpiling and protecting wheel stops and accessories and re-installation of wheel stops by an acceptable attachment method. Furnishing and installing replacement wheel stopsand/or attachment devices which have been damaged during removal or storage shall be considered incidental to the pay item.					
Equipment Items - 40 Ton Crane, Crawler or Wheel mount, 3 CY Loader, 1.5 CY Backhoe - Bid Price shall include all costs - equipment, labor, materials, operator(s),delivery, pick-up, maintenance, fuel, etc. are incidental to this item.					
Drainage structures shall include as incidental removal of existing structure to be replaced.					
Working days to complete project: See Special Provisions					
Bids as read at opening on Tuesday, October 10, 2017; 2:00 PM					
All bids subject to OSBA SBE compliance and Board Approval.					
Prepared by: Geraldine Lazzarino-Kelly, Technical Assistant I					
Checked by: Holly B. Knight, P.E., Contracts Section Manager					

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION:
PROPOSED RESOLUTION NO. R19-057 - Approve and authorize the City Manager to sign an Agreement with the Haskell Company in the amount of $140,000 for programming, architectural, engineering, pre-construction services and development of a Guaranteed Maximum Price (GMP) proposal for the proposed Utility Water Quality Laboratory project to be located adjacent to the Fire Rescue Station # 2, Boynton Beach, Florida.

EXPLANATION OF REQUEST:
The Commission authorize staff April 2, 2019 to conduct negotiations with the first ranked firm The Haskell Company of Jacksonville, FL and establish contracts in accordance with Request for Qualifications (RFQ) No. 008-2821-19/TP for Water Quality Laboratory Building Progressive Design/Build and as per Florida Statute 287.055, Consultants' Competitive Negotiation Act (CCNA).

The Current water quality laboratory, located at the West Water Treatment Plant is deteriorating and obsolete. This progressive design-build Phase I services allows for the programming, architectural, engineering, pre-construction services and Guaranteed Maximum Price proposal development for the proposed Utility Water Quality Laboratory project. Haskell will provide all design services in-house except for civil engineering site development design services which will be provided by Kimley-Horn Associates. The current project budget is $800,000 and the proposed schedule would provide for Substantial Completion in Spring of 2020.

Staff will bring back a contract for construction for the Water Quality Laboratory Building project as a result of this Agreement.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Approval of this Agreement will allow a safe structure for the new Utility Water Quality Laboratory to be located adjacent to Fire Rescue Station # 2 on Woolbright Rd just west of S. Congress Avenue.

FISCAL IMPACT: Budgeted Funds budgeted under account 403.5016-533.64-01-Project WT1605

ALTERNATIVES:
Not approve. This design-built phase 1 services are needed to support completion of project construction and engineering certifications.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving Agreement with The Haskell Company for pre-construction services of the Utility Water Quality Laboratory project adjacent to Fire Station #2
Contract	Design Build Contract
Exhibit	Price proposal

RESOLUTION NO. R19-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE HASKELL COMPANY FOR PROGRAMMING, ARCHITECTURAL, ENGINEERING, PRE-CONSTRUCTION SERVICES AND DEVELOPMENT OF A GUARANTEED MAXIMUM PRICE PROPOSAL FOR THE PROPOSED UTILITY WATER QUALITY LABORATORY PROJECT TO BE LOCATED ADJACENT TO FIRE RESCUE STATION #2 IN THE AMOUNT OF $140,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 12, 2019, the City Commission authorized staff to conduct negotiations with the first ranked firm The Haskell Company of Jacksonville, Florida and establish contracts in accordance with the Request for Qualifications No. 008-2821-19/TP for Water Quality Laboratory Building Progressive Design/Build; and

WHEREAS, as a result of the negotiations staff is recommending an Agreement with the Haskell Company for the programming, architectural, engineering, pre-construction services and Guaranteed Maximum Price proposal development for the proposed Utility Water Quality Laboratory project; 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 approve and authorize the City Manager to sign an Agreement with The Haskell Company for programming, architectural, engineering, pre-construction services and development of a Guaranteed Maximum Price proposal in the amount of $140,000.00 for the proposed Utility Water Quality Laboratory project to be located adjacent to the Fire Rescue Station #2.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF

THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

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

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and authorize the City Manager to sign an Agreement with The Haskell Company for programming, architectural, engineering, pre-construction services and development of a Guaranteed Maximum Price proposal in the amount of $140,000.00 for the proposed Utility Water Quality Laboratory project to be located adjacent to the Fire Rescue Station #2, a copy of which is attached hereto as Exhibit "A".

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

FIRST READING this ____ day of _____, 2019.

SECOND, FINAL READING AND PASSAGE this _____ day of June, 2019.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk
(Corporate Seal)

STANDARD FORM OF PRELIMINARY AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER

Document No. 520
Second Edition, 2010
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Washington, DC

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Standard Form of Preliminary Agreement Between Owner and Design-Builder

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

This **AGREEMENT** is made as of the 29th day of April in the year of 2019, by and between the following parties, for services in connection with the Project identified below.

OWNER:

City of Boynton Beach
124 E. Woolbright Rd
Boynton Beach, FL 33435

DESIGN-BUILDER:

The Haskell Company
111 Riverside Avenue
Jacksonville, Florida 32202

PROJECT:
City of Boynton Beach Water Quality Lab

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

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Article 1

General

1.1 Duty to Cooperate. Owner and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Agreement.

1.2 Definitions. Terms, words and phrases used in this Agreement shall have the meanings given them in DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract").

Article 2

Design-Builder's Services and Responsibilities

2.1 Design Services. Design-Builder shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering and other design professional services, required by this Agreement. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Builder, or (ii) procured by Design-Builder from independent sources. Nothing in this Agreement is intended to create any legal or contractual relationship between Owner and any independent design professional.

2.2 Preliminary Services.

2.2.1 Owner shall provide Design-Builder with Owner's Project Criteria describing Owner's program requirements and objectives for the Project. Owner's Project Criteria shall include Owner's use, space, price, time, site, performance and expandability requirements. Owner's Project Criteria may include conceptual documents, design specifications, design performance specifications and other technical materials and requirements prepared by or for Owner in EXHIBIT B.

2.2.2 If Owner's Project Criteria have not been developed prior to the execution of this Agreement, Design-Builder will assist Owner in developing Owner's Project Criteria, with such service deemed to be an Additional Service pursuant to Section 2.7 hereof. If Owner has developed Owner's Project Criteria prior to executing this Agreement, Design-Builder shall review and prepare a written evaluation of such criteria, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Project Criteria and agree upon what revisions, if any, should be made to such criteria.

2.3 Permit Issue Design Documents. Design-Builder shall prepare Permit Issue Design Documents based on Owner's Project Criteria, as may be revised in accordance with Section 2.2.2 hereof. The Permit Issue Design Documents shall include design criteria, drawings, diagrams and specifications setting forth the requirements of the Project. The parties shall meet to discuss the Permit Issue Design Documents and agree upon what revisions, if any, should be made. Design-Builder shall perform such agreed-upon revisions.

2.4 Proposal. Based on Owner's Project Criteria, the Permit Issue Design Documents, as each may be revised pursuant to Sections 2.2.2 and 2.3 above, and any other Basis of Design Documents upon which the parties may agree, Design-Builder shall submit a proposal to Owner (the "Proposal"), which shall include the following unless the parties mutually agree otherwise:

2.4.1 a proposed contract price for the design and construction of the Project, which price shall be in the form of the cost of the work plus a fee with a Guaranteed Maximum Price ("GMP").

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2.4.2 a schedule and date of Substantial Completion of the Project upon which the Contract Price for the Project is based;

2.4.3 all other information necessary for the parties to enter into DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder - Lump Sum* (2010 Edition) or DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition), with the accompanying General Conditions of Contract, DBIA Document 535; and

2.4.4 the time limit for acceptance of the Proposal.

2.5 Review of Proposal. Design-Builder and Owner shall meet to discuss and review the Proposal. If Owner has any comments regarding the Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If Design-Builder finds the revisions acceptable, Design-Builder shall, upon receipt of Owner's notice, adjust the Proposal.

2.6 Completion of This Agreement. Design-Builder's services under this Agreement shall be deemed completed upon meeting with Owner to discuss the Proposal and making those revisions to the Proposal, if any, Design-Builder finds acceptable.

2.7 Additional Services. Design-Builder shall perform the Additional Services set forth in a separate exhibit to this Agreement. The cost for such services shall be as mutually agreed upon by Owner and Design-Builder, with the Contract Price for this Agreement, as set forth in Section 6.1 hereof, being adjusted accordingly.

Article 3

Owner's Services and Responsibilities

3.1 Timely Performance. Owner shall throughout the performance of this Agreement cooperate with Design-Builder. Owner shall perform its responsibilities, obligations and services, including its reviews and approvals of Design-Builder's submissions, in a timely manner so as not to delay or interfere with Design-Builder's performance of its obligations under this Agreement.

3.2 Owner's Project Criteria. Owner shall provide Design-Builder with Owner's Project Criteria. If Owner desires that Design-Builder assist Owner in developing such criteria as an Additional Service under Section 2.7 hereof, Owner shall provide Design-Builder with its objectives, limitations and other relevant information regarding the Project in EXHIBIT B.

3.3 Owner Provided Information. Owner shall provide, at its own cost and expense, for Design-Builder's information and use, the following, all of which Design-Builder is entitled to rely upon in performing its obligations hereunder:

3.3.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines. Design-Builder includes surveying as detailed in Exhibit A.

3.3.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site. Design-Builder includes geotechnical engineering as detailed in Exhibit A.

3.3.3 Temporary and permanent easements, zoning and other requirements and encumbrances

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affecting land use or necessary to permit the proper design and construction of the Project;

3.3.4 A legal description of the Site;

3.3.5 To the extent available, as-built and record drawings of any existing structures at the Site; and

3.3.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including, but not limited to, Hazardous Conditions, in existence at the Site.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth below.

4.2 Owner's Limited License. If Owner fails to enter into a contract on this Project with Design-Builder to complete the design and construction of the Project and Owner proceeds to design and construct the Project through its employees, agents or third parties, Design-Builder, upon payment in full of the amounts due Design-Builder under this Agreement: (a) grants Owner a limited license to use the Work Product in connection with the Owner's completion of the Project; and (b) transfers all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in those portions of the Work Product that consist of architectural and other design elements and specifications that are unique to the Project. The parties shall specifically designate those portions of the Work Product for which ownership in the Work Product shall be transferred. Use of the Work Product is at Owner's sole risk without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier.

Article 5

Contract Time

5.1 Commencement Date. Design-Builder shall commence performance of the services set forth in this Agreement within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing. Design-Builder shall complete such services no later than One Hundred (100) calendar days after the Date of Commencement.

5.2 Interim Dates. Interim milestone dates, if any, of identified portions of the services set forth in this Agreement shall be achieved as described in a separate exhibit to this Agreement.

Article 6

Contract Price

6.1 Contract Price. The Contract Price for this Agreement is a GMP as set forth below.

THE CONTRACT PRICE IS One Hundred Forty Thousand and 00/100 Dollars ($140,000)

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See Exhibit A for details and breakdown

6.2 Scope of Contract Price. The Contract Price shall be the full compensation due Design-Builder for the performance of all services set forth in this Agreement, and shall be deemed to include all the sales, use, consumer and other taxes mandated by applicable Legal Requirements. The Contract Price shall be adjusted to reflect any Additional Services agreed upon by the parties after execution of this Agreement.

Article 7

Procedure for Payment

7.1 Payment. Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder: Owner to provide payment within 15 days after approved monthly invoice. Invoice to be submitted by the 25th of each month with payment 15 days after. Final payment to be made within 30 days after submittal of GMP to Owner.

7.2 Interest. Payments due and unpaid by Owner to Design-Builder shall bear interest commencing five (5) days after payment is due at the rate of Six percent (6 %).

Article 8

Electronic Data

8.1 Electronic Data.

8.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

8.2 Transmission of Electronic Data.

8.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

8.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

8.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

8.3 Electronic Data Protocol.

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8.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 8.3.

8.3.2 Electronic Data will be transmitted in the format agreed upon in Section 8.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

8.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information if such information changes prior to Final Completion.

8.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 9

Other Provisions

9.1 Initial Dispute Resolution. The parties agree that any claim, dispute or controversy arising out of or relating to this Agreement or the breach thereof that cannot be resolved through discussions by the parties shall be submitted to non-binding mediation administered by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to the Construction Industry Mediation Rules then in effect. Any claim, dispute, or controversy arising out of or relating to this Agreement or the breach thereof which has not been resolved by mediation shall be submitted to binding arbitration administered by the AAA pursuant to the Construction Industry Arbitration Rules then in effect.

9.2 Confidentiality. Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies it as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the services set forth in this Agreement.

9.3 Assignment. Neither Design-Builder nor Owner shall without the written consent of the other party assign, transfer, or sublet any portion or part of its obligations under this Agreement.

9.4 Governing Law. This Agreement shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

9.5 Severability. If any provision or any part of a provision of this Agreement shall be finally determined

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to be superseded, invalid, illegal, or otherwise unenforceable pursuant to applicable laws by any authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of the provision of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part was deleted.

9.6 Amendments. This Agreement may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of both parties.

9.7 Entire Agreement. This Agreement forms the entire agreement between Owner and Design-Builder. No oral representations or other agreements have been made by the parties except as specifically stated in this Agreement.

9.8 SCRUTINIZED COMPANIES 287.135 and 215.473: By submission, Design-Builder certifies that the Design-Builder is not participating in a boycott of Israel. Design-Builder further certifies that Design-Builder 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 Design-Builder 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 Design-Builder of the City's determination concerning the false certification. Design-Builder 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, Design-Builder 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 Design-Builder 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 Design-Builder is not on either of those lists in EXHIBIT C.

9.9 TRADE SECRET: Any language contained in the Design-Builder'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 Design-Builder submits any documents or other information to the City which the Design-Builder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Design-Builder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Design-Builder 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 Design-Builder's Proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Design-Builder 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.

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

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

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

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

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

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

9.11 IF THE DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

(CITY CLERK)
3301 QUANTUM BLVD. SUITE 101
BOYNTON BEACH, FLORIDA, 33426
561-742-6061
PYLEJ@BBFL.US

9.12 Exhibits. Exhibits to this contract are as follows:

Exhibit A – Boynton Beach Water Quality Lab Phase I Proposal dated April 29, 2019
Exhibit B - Design / Build Criteria Standard Package by CPH, Inc. (August 2017)
Exhibit C - Vendor Certification Regarding Scrutinized Companies Lists

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In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:	**DESIGN-BUILDER:**
City of Boynton Beach	**The Haskell Company**
_____	_____
(Signature)	*(Signature)*
Lori LaVerriere	Peter Kinsley
(Printed Name)	*(Printed Name)*
City Manager	President - Infrastructure & Transportation
(Title)	*(Title)*
Date: _____	Date: 5/9/19

Caution: You should sign an original DBIA document which has this caution printed in blue. An original assures that changes will not be obscured as may occur when documents are reproduced.

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Exhibit A

HASKELL

The Haskell Company
111 Riverside Avenue
Jacksonville, FL 32202

tel 904.791.4500
fax 904.791.4699
web www.haskell.com

Chris W. Ware
Director – Project Development

April 29, 2019

Re: Boynton Beach
Water Quality Lab
Phase I Proposal
Design & GMP Development

Mr. Colin Groff
Boynton Beach Utilities
City of Boynton Beach
124 E. Woolbright Rd
Boynton Beach, FL 33435

Dear Mr. Groff:

We are pleased to present this design-build Phase I services letter to the City of Boynton Beach (the "Owner") for programming, architectural, engineering, pre-construction services and Guaranteed Maximum Price proposal development for the proposed **Water Quality Lab** project in Boynton Beach, Florida. Haskell will provide all design services in-house except for civil engineering services which will be provided by Kimley-Horn. The project budget is $800,000 And proposed schedule would provide for Substantial Completion in Spring of 2020. This letter sets forth our approach and fees associated with the services to proceed with design development and deliver a Guaranteed Maximum Price Proposal (GMP) process. The design and GMP development services are broken down into the following phases and tasks:

PHASE I-A – DESIGN DEVELOPMENT DOCUMENTS (60%)

This phase includes the services necessary to develop the design documents to about a 60% level. The work of this sub-phase includes the following:

Task 1: Conceptual Estimate

1) Use the Existing Design-Criteria package to develop a conceptual estimate to verify the budget

Task 2: Design Development Documents (60% Design)

1) Hold a Kick-off Meeting to allow our Architects and Engineers to engage in discussions with the Owner about various design options and ideas for the project.
2) Perform a field survey of the existing laboratory facility and equipment to understand what does or does not work well at existing facility and what equipment will be transferred vs purchased new for new facility.
3) Review with the City alternative approaches to design and construction of the Water quality Lab and associated site utility piping.
4) Using the existing design criteria documents as a baseline, develop Design Development Documents for review and approval by the City.
5) Value engineering, constructability and risk analysis

6) Provide a critical path schedule to include design, permitting, procurement and construction logic
7) Identify all permitting requirements and facilitate pre-submittal meetings with City of Boynton Beach Building Department
8) Develop Initial Laboratory Equipment schedule included showing what equipment is going to be existing and relocated and what is going to be new and the models of each.
9) 75% Engineering Drawings Completed (Erosion Control / Paving, Grading, and Drainage / Utilities / Chilled/Hot Water and Power Lines / Phasing Plans / Details / Notes)
10) Initiate meetings with Palm Beach county to discuss upcoming work and permitting requirements.
11) Conduct one (1) design review meeting with City
12) Incorporate all team and owner comments into final concept design
13) Prepare and Submit documents for DART Review Process

Task 3: Survey

14) Hire Surveyor to survey property and provide tree counts

Task 4: Geotechnical Report

15) Hire Geotechnical Engineer to perform soil investigations and provide a report to be used in Civil and Structural Designs

Task 5: Ground Penetrating Radar

16) Perform Ground Penetrating Radar (GPR) of site area to locate underground utilities. These will be reflected on Civil Design Documents and any conflicts documented and designed around.

Deliverables

1) Outline specifications and basis of design narrative to include system and material narrative description
2) List of applicable building codes on drawing title sheet
3) List of anticipated building code variance requests
4) Architectural site plan, building exterior envelope elevations, building cross section, roof layout and energy code requirements, building interior floor plans and graphics as necessary to clearly present the concept
5) Civil design included
6) Schematic Landscape drawings to assist with the GMP Development
7) Structural Drawings showing major elements and member sizes
8) HVAC equipment selections and layout, one line flow diagrams, equipment locations, air intake and discharge locations, mechanical legend, energy code requirements
9) Fire protection to include confirm adequacy of utility, identify connection location.

10) Electrical, includes one-line diagrams, equipment sizing, generator sizing, electric room size confirmation, equipment location, electrical legend, light fixture selection, power outlet locations.
11) Communications (voice, data, video and A&V), closet location and size, outlet layouts, riser diagram.
12) Geotechnical Report
13) Survey
14) GPR Documents
15) Update Risk Register Document

Schedule
The work described in Phase I-A will be completed within approximately four (4) weeks from execution of phase 1 Agreement.

PHASE I-B – PERMIT ISSUE DOCUMENTS (90%)

This phase includes the services necessary to develop the design documents to about a 90% level and ready for permit to the various agencies. The work of this sub-phase includes the following:

Task 6: Permit Issue Documents (90% Design)

1) Advance building designs to a point where they are ready to be submitted to the building Department for approval, incorporating Owner's comments from the prior Owner review meetings.
2) Initiate Prequalification process for subcontractors, vendors and material suppliers.
3) Update and refine project schedule to include additional detail and logic.
4) Finalize Laboratory Equipment schedule and identify Electrical, Plumbing or Mechanical connections required
5) 100% Civil Engineering Drawings Completed and Submitted for Permit to Health Department, SFWMD and Palm beach County
6) Submit for Building Department Permit

Deliverables

1) Permit Issue Design Documents and Specs
2) Updated Project Schedule

Schedule
The work described in Phase I-B will be completed within approximately four (4) weeks from Owner review meeting to review Phase I-A Documents.

PHASE I-C – GMP DEVELOPMENT

This phase includes the services necessary to develop a Guaranteed Maximum Price (GMP) Proposal and Contract to include City review comments. Haskell will proceed with this phase of the work upon completion of Phase I-B. More specifically, the work of this sub-phase includes the following:

Task 7: Development of Guaranteed Maximum Price Proposal

1) Finalize subcontractor/vendor bid packages in accordance with Local and Small Business plan for advertisement and solicitation of proposals
2) Advertise Bid Packages,
3) Receive, analyze, and provide bid tabulations including recommendation of subcontract awards,
4) Finalize project construction schedule
5) Present Guaranteed Maximum Price Contract, DBIA Form 530 to include schedule, detailed estimate, bid tabulations, clarifications and assumptions, list of allowances and contingency detail.

Deliverables

1) Guaranteed Maximum Price Contract, DBIA Form 530
2) Clarifications and assumptions
3) List of allowance and contingencies
4) GMP Book with detail estimate, bid tabulations and project schedule

Schedule

The work described in Phase I-C will be completed within approximately three (3) weeks from the date of completion of phase I-B and Notice to Proceed.

WORK NOT INCLUDED IN THIS PROPOSAL

The following items are not included in this Phase 1 Services Proposal:
1) Platting
2) Zoning
3) Land acquisition
4) Securing entitlements
5) Construction Administration services
6) Traffic studies excluded
7) Phase 1 Environmental and Asbestos Surveys are not included
8) Photorealistic renderings are not included
9) Reimbursable budgets for survey, ground penetrating radar and geotechnical engineering are included and to be coordinated by Haskell.

10) A reimbursable budget for travel and printing costs to support the Phase I deliverables is also included.

SUMMARY OF FEES

Fees shall be billed monthly as progress payments and shall be paid within 30 days of billing.

Task 1: Conceptual Estimate	Included
Task 2: 60% Design Deliverables	Included
Task 3: Survey	See Below
Task 4: Geotechnical Report	See Below
Task 5: Ground Penetrating Radar	See Below
Task 6: Permit Issue Documents	Included
Task 7: Develop GMP and Contract Documents	Included

Sub-Total ---------- $ 90,000

Total Phase One D/B Service Fee ---------- $ 90,000

Reimbursable Costs –Travel and Printing---------- $ 5,000

Reimbursable Costs –Survey, Geotech, GPR---------- $ 15,000

Permitting Allowance---------- $ 30,000

Total Phase One Preliminary D/B Service Fee ---------- $ 140,000

Allowances

1) Permitting costs have been included as an allowance of $30,000. This is for all direct costs associated with permitting for Civil Permits and Building Permits that are paid prior to the Final GMP approval.

Thank you for the opportunity to be of service. We are looking forward to working with you.

Sincerely yours,

Chris Ware
Director – Project Development

EXHIBIT C

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Peter Kinsley, on behalf of The Haskell Company certify

Print Name and Title | Company Name

that The Haskell Company 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 Design-Builder of the City's determination concerning the false certification. The Design-Builder 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 Design-Builder 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 Design-Builder, I hereby certify that the company identified above in the section entitled "The Haskell Company" 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.

The Haskell Company	
COMPANY NAME	SIGNATURE
Peter Kinsley	President - Infrastructure & Transportation
PRINT NAME	TITLE

HASKELL

The Haskell Company
111 Riverside Avenue
Jacksonville, FL 32202

tel 904.791.4500
fax 904.791.4699
web www.haskell.com

Chris W. Ware
Director – Project Development

April 29, 2019

Re: Boynton Beach
Water Quality Lab
Phase I Proposal
Design & GMP Development

Mr. Colin Groff
Boynton Beach Utilities
City of Boynton Beach
124 E. Woolbright Rd
Boynton Beach, FL 33435

Dear Mr. Groff:

We are pleased to present this design-build Phase I services letter to the City of Boynton Beach (the "Owner") for programming, architectural, engineering, pre-construction services and Guaranteed Maximum Price proposal development for the proposed **Water Quality Lab** project in Boynton Beach, Florida. Haskell will provide all design services in-house except for civil engineering services which will be provided by Kimley-Horn. The project budget is $800,000 And proposed schedule would provide for Substantial Completion in Spring of 2020. This letter sets forth our approach and fees associated with the services to proceed with design development and deliver a Guaranteed Maximum Price Proposal (GMP) process. The design and GMP development services are broken down into the following phases and tasks:

PHASE I-A – DESIGN DEVELOPMENT DOCUMENTS (60%)

This phase includes the services necessary to develop the design documents to about a 60% level. The work of this sub-phase includes the following:

Task 1: Conceptual Estimate

1) Use the Existing Design-Criteria package to develop a conceptual estimate to verify the budget

Task 2: Design Development Documents (60% Design)

1) Hold a Kick-off Meeting to allow our Architects and Engineers to engage in discussions with the Owner about various design options and ideas for the project.
2) Perform a field survey of the existing laboratory facility and equipment to understand what does or does not work well at existing facility and what equipment will be transferred vs purchased new for new facility.
3) Review with the City alternative approaches to design and construction of the Water quality Lab and associated site utility piping.
4) Using the existing design criteria documents as a baseline, develop Design Development Documents for review and approval by the City.
5) Value engineering, constructability and risk analysis

6) Provide a critical path schedule to include design, permitting, procurement and construction logic
7) Identify all permitting requirements and facilitate pre-submittal meetings with City of Boynton Beach Building Department
8) Develop Initial Laboratory Equipment schedule included showing what equipment is going to be existing and relocated and what is going to be new and the models of each.
9) 75% Engineering Drawings Completed (Erosion Control / Paving, Grading, and Drainage / Utilities / Chilled/Hot Water and Power Lines / Phasing Plans / Details / Notes)
10) Initiate meetings with Palm Beach county to discuss upcoming work and permitting requirements.
11) Conduct one (1) design review meeting with City
12) Incorporate all team and owner comments into final concept design
13) Prepare and Submit documents for DART Review Process

Task 3: Survey

14) Hire Surveyor to survey property and provide tree counts

Task 4: Geotechnical Report

15) Hire Geotechnical Engineer to perform soil investigations and provide a report to be used in Civil and Structural Designs

Task 5: Ground Penetrating Radar

16) Perform Ground Penetrating Radar (GPR) of site area to locate underground utilities. These will be reflected on Civil Design Documents and any conflicts documented and designed around.

<u>Deliverables</u>

1) Outline specifications and basis of design narrative to include system and material narrative description
2) List of applicable building codes on drawing title sheet
3) List of anticipated building code variance requests
4) Architectural site plan, building exterior envelope elevations, building cross section, roof layout and energy code requirements, building interior floor plans and graphics as necessary to clearly present the concept
5) Civil design included
6) Schematic Landscape drawings to assist with the GMP Development
7) Structural Drawings showing major elements and member sizes
8) HVAC equipment selections and layout, one line flow diagrams, equipment locations, air intake and discharge locations, mechanical legend, energy code requirements
9) Fire protection to include confirm adequacy of utility, identify connection location.

10) Electrical, includes one-line diagrams, equipment sizing, generator sizing, electric room size confirmation, equipment location, electrical legend, light fixture selection, power outlet locations.
11) Communications (voice, data, video and A&V), closet location and size, outlet layouts, riser diagram.
12) Geotechnical Report
13) Survey
14) GPR Documents
15) Update Risk Register Document

Schedule
The work described in Phase I-A will be completed within approximately four (4) weeks from execution of phase 1 Agreement.

PHASE I-B – PERMIT ISSUE DOCUMENTS (90%)

This phase includes the services necessary to develop the design documents to about a 90% level and ready for permit to the various agencies. The work of this sub-phase includes the following:

Task 6: Permit Issue Documents (90% Design)

1) Advance building designs to a point where they are ready to be submitted to the building Department for approval, incorporating Owner's comments from the prior Owner review meetings.
2) Initiate Prequalification process for subcontractors, vendors and material suppliers.
3) Update and refine project schedule to include additional detail and logic.
4) Finalize Laboratory Equipment schedule and identify Electrical, Plumbing or Mechanical connections required
5) 100% Civil Engineering Drawings Completed and Submitted for Permit to Health Department, SFWMD and Palm beach County
6) Submit for Building Department Permit

Deliverables

1) Permit Issue Design Documents and Specs
2) Updated Project Schedule

Schedule
The work described in Phase I-B will be completed within approximately four (4) weeks from Owner review meeting to review Phase I-A Documents.

PHASE I-C – GMP DEVELOPMENT

This phase includes the services necessary to develop a Guaranteed Maximum Price (GMP) Proposal and Contract to include City review comments. Haskell will proceed with this phase of the work upon completion of Phase I-B. More specifically, the work of this sub-phase includes the following:

Task 7: Development of Guaranteed Maximum Price Proposal

1) Finalize subcontractor/vendor bid packages in accordance with Local and Small Business plan for advertisement and solicitation of proposals
2) Advertise Bid Packages,
3) Receive, analyze, and provide bid tabulations including recommendation of subcontract awards,
4) Finalize project construction schedule
5) Present Guaranteed Maximum Price Contract, DBIA Form 530 to include schedule, detailed estimate, bid tabulations, clarifications and assumptions, list of allowances and contingency detail.

Deliverables

1) Guaranteed Maximum Price Contract, DBIA Form 530
2) Clarifications and assumptions
3) List of allowance and contingencies
4) GMP Book with detail estimate, bid tabulations and project schedule

Schedule

The work described in Phase I-C will be completed within approximately three (3) weeks from the date of completion of phase I-B and Notice to Proceed.

WORK NOT INCLUDED IN THIS PROPOSAL

The following items are not included in this Phase 1 Services Proposal:
1) Platting
2) Zoning
3) Land acquisition
4) Securing entitlements
5) Construction Administration services
6) Traffic studies excluded
7) Phase 1 Environmental and Asbestos Surveys are not included
8) Photorealistic renderings are not included
9) Reimbursable budgets for survey, ground penetrating radar and geotechnical engineering are included and to be coordinated by Haskell.

10) A reimbursable budget for travel and printing costs to support the Phase I deliverables is also included.

SUMMARY OF FEES

Fees shall be billed monthly as progress payments and shall be paid within 30 days of billing.

Task 1: Conceptual Estimate	Included
Task 2: 60% Design Deliverables	Included
Task 3: Survey	See Below
Task 4: Geotechnical Report	See Below
Task 5: Ground Penetrating Radar	See Below
Task 6: Permit Issue Documents	Included
Task 7: Develop GMP and Contract Documents	Included

Sub-Total ---------- $ 90,000

Total Phase One D/B Service Fee ---------- $ 90,000

Reimbursable Costs –Travel and Printing---------- $ 5,000

Reimbursable Costs –Survey, Geotech, GPR---------- $ 15,000

Permitting Allowance---------- $ 30,000

Total Phase One Preliminary D/B Service Fee ---------- $ 140,000

Allowances

1) Permitting costs have been included as an allowance of $30,000. This is for all direct costs associated with permitting for Civil Permits and Building Permits that are paid prior to the Final GMP approval.

Thank you for the opportunity to be of service. We are looking forward to working with you.

Sincerely yours,

Chris Ware
Director – Project Development

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION: Approve Task Order UT-4B-01 with CDM Smith, Inc. in the amount of $153,520 in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category B awarded by City Commission on August 7, 2018 for work on the Lift Station No. 317 Force Main By-Pass project.

EXPLANATION OF REQUEST:
Contract Period: August 22, 2018 – August 21, 2020

Master Lift Station No. 317 is located on Boynton Beach Boulevard just west of Congress Avenue. It is a large wastewater pumping station that receives flow from two force mains (pressure pipes) and gravity flow from the surrounding area. Master Lift Station No. 317 then re-pumps the flow to the South Central Regional Wastewater Treatment Plant.

In order to reduce the amount of flow that is re-pumped by Lift Station No. 317, the scope of the project includes re-routing a portion of the influent flow from the force mains that feed the station and connecting the flow to the discharge side of the station, thereby by-passing the flow around Master Lift Station No. 317.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The project will improve the efficiency of the wastewater pumping system, reduce the amount of flow that is being re-pumped by Master Lift Station No. 317, and reduce the pump run times and maintenance on the pumps.

FISCAL IMPACT: Budgeted
Funding for the project is available in Utilities CIP account 403-5000-535-65.04, project SWR064.

ALTERNATIVES: Continue to operate Master Lift Station No. 317 without any changes and not proceed with the project at this time.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Task Order	CDM Smith Proposal
🗋	Contract	CDM Smith Gen. Consulting Contract

FORCE MAIN BY-PASS AT LIFT STATION NO. 317

CONTRACT NO.: 046-2821-17/TP – GENERAL CONSULTING SERVICES

SCOPE CATEGORY "B"

TASK ORDER NO. UT-4B-01

BACKGROUND

This Work Order – Force Main By-Pass at Lift Station No. 317, when executed, shall become part of the Agreement for Professional Services between the City of Boynton Beach (CITY) and CDM Smith Inc. (CONSULTANT), dated August 20, 2018 as it relates to design and construction of the existing force main modifications at or near Lift Station No. 317.

Lift Station No. 317 (LS 317) is located at Boynton Beach Boulevard in Boynton Beach, Florida. LS 317 is a re-pump station with two large force mains entering the wetwell and some gravity flow. The Project shall include connections to existing force mains such that the current influent flow to LS 317 is reduced by routing a portion of the influent from the force mains that feeds the station and connecting the flow to discharge side of the station in the vicinity.

SCOPE OF WORK

The CONSULTANT will design and prepare construction documents to install a portion of new force main to reduce the flow to the station. CONSULTANT will perform a pipeline route alternatives evaluation for the proposed force main and recommend a final pipeline alignment for development of design. The tasks below provide a description of the services to be provided. The CONSULTANT maintains a quality management system (QMS) for CITY projects performed by the CONSULTANT. Technical reviews of deliverables are budgeted for and will be performed to review milestone submittals. The following is a description of the services to fully develop Contract and Bid Documents and prepare Permit Applications.

TASK 1 - ENGINEERING DESIGN

Subtask 1.1 - Route Evaluation and Letter Report (10-Percent Design Submittal)

CONSULTANT shall gather and review information for the evaluation and selection of two (2) potential force main installation alignments to meet Project needs. The pipeline route evaluation shall include the following tasks.

- Gather and review available project background data, including CITY recommendations
- Field observation;
- Evaluate up to two (2) potential pipeline alignments with connections to the existing system;
- Identification of potential conflicts and/or utility relocations if recommended;
- Impact on public and traffic along the project alternatives corridor;
- Proposed installation methods;

- Planning level Opinion of Probable Project Cost for alternatives;
- Recommendation of the final alignment to be developed for design;
- Identify data gaps required to supplement available information, in addition to other identified data needs for design.

The CONSULTANT will incorporate the results of the evaluation and recommendations into a Letter Report. The Letter Report will summarize the results pursuant to the work performed under this task.

Subtask 1.2 - 90-Percent Design Submittal (For Permitting)

The 90% design submittal shall include, but not be limited to, the following information:

- Review survey and utility location data;
- Review geotechnical information;
- Location of tie-ins to the existing system;
- Final alignment (Horizontal and Vertical Drawings);
- Final MOT (agencies MOT's requirements) and traffic control.
- Cover Sheet, Index of Drawings, Standard Details, Symbols, Plan and Profiles;
- Construction Duration Schedule estimate.
- Opinion of Probable Construction Cost (OPCC), based on bid items in the standardized Proposal.
- Technical Specifications (including CITY Standards)
- Draft Contract Documents including the CITY's standard front-end documents (Division 00).

Subtask 1.3 - 100-Percent Final Design (For Bid)

Based on the review comments received from the CITY for the 90-Percent Design Submittal, and Permitting agencies, CONSULTANT will prepare the 100-Percent Design submittal for bid, to include the following items:

- Response to comments from 90-percent design submittal review and permitting agencies;
- Final Drawings;
- Technical Specifications (including CITY Standards);
- Final Construction Schedule estimate.
- Opinion of Probable Construction Cost (OPCC), based on bid items in the standardized Proposal (AACE Class 2)

TASK 2 - PERMITTING ASSISTANCE

Subtask 2.1 – Prepare Permit Packages

This task consists of the preparation of necessary construction permit applications to the regulatory agencies having jurisdiction on this Project. The CONSULTANT will prepare the Permit Packages and obtain applicable signatures from the CITY once the 90-percent Submittal has been reviewed and accepted by the CITY. The CONSULTANT will submit the Permit Packages to the respective regulatory agencies (FDOT, City of Boynton Beach, Palm Beach County/FDEP),

and respond to RFIs (up to two per agency) the agencies may have. In person meetings with permitting agencies are not anticipated.

Revised 90-percent Drawings and Technical Specifications Signed and Sealed by the CONSULTANT.

- Traffic Control or MOT shall appear in the Drawings.
- Required Support Information to Support the Permit Request.
- Completed Permit Applications Signed and Sealed by the CONSULTANT.
- Address Revisions Requested by the Permitting Agencies.

TASK 3 - BID ASISSTANCE

Subtask 3.1 – Bidding Assistance

This task includes services related to assisting the CITY with advertisement, bidding and procurement of the Project. CONSULTANT will provide the following services during bidding between the Request to Advertise and Recommendation of Award letter:

- Attend one (1) mandatory pre-bid meeting and one mandatory pre-bid site visit.
- Prepare addenda to Contract Documents in response to written technical comments by prospective bidders prior to receipt of bids for the Contract as they relate to the technical aspects of the project. The CITY shall execute and distribute addenda to prospective bidders.
- Revise drawings using clouded revisions, and specifications using track changes with noted addenda number.
- Maintain the bid documents in a “conformed document” status using track changes with noted addenda numbers.
- Respond in writing to questions received during the bidding process from plan holders through the CITY.
- The CONSULTANT will attend the bid opening conducted by the CITY.
- Assist the CITY with the bid evaluation as may be requested by the CITY, including a bid gap analysis, and recommendation of award letter for the Bidder deemed to be the lowest responsive Bidder. Non-technical bid requirements will be evaluated by the CITY.

TASK 4 - LIMITED SERVICES DURING CONSTRUCTION

This Task is for engineering services during construction of the Project. The scope of services assumes that the CITY will administer the construction contract on all matters between the CITY and the selected Contractor. The scope of services assumes that the CITY will advertise the Project for bids and award the entire construction contract to the lowest responsive Contractor bidding on the contract. The Task is based on a construction period of nine (9) months to substantial completion and ten (10) months to final acceptance. Services during construction will run concurrently with the construction contract period only, from notice to proceed to final acceptance. During construction, the ENGINEER shall provide the following services:

Subtask 4.1 - Pre-Construction Meeting

CONSULTANTS’S Project Manager will attend a pre-construction meeting with the representatives from the CITY and the selected Contractor before the start of construction. The

Pre-Construction Meeting will be coordinated and conducted by the CITY with meeting minutes prepared by the CITY.

Subtask 4.2 - Submittal Review, Clarifications

CONSULTANT will review and approve (or take other appropriate action in respect to) Shop Drawings, Samples and other data, for conformance with the design concept of the Project and general compliance with information given in the Contract Documents. CONSULTANT will also receive and review (for general content by the Specifications) results of tests and inspections, maintenance and operating schedules and instructions, warranties, and certificates of inspection. For purposes of estimating the level of effort associated with this sub task, it is assumed that 15 Shop Drawings will be addressed by CONSULTANT. After review, CONSULTANT will transmit these documents to the CITY with written comments. Shop Drawings will be reviewed and responded to within 14 calendar days of receipt. CONSULTANT will maintain a shop drawing log.

CONSULTANT shall log clarifications (requests for information) and issue necessary technical interpretations and clarifications of the Construction Contract Documents in a timely manner. For purposes of estimating the level of effort associated with this sub task, it is assumed that 10 requests for information will be addressed by CONSULTANT. CONSULTANT shall issue necessary clarifications and interpretations of the Contract Documents. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. CONSULTANT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents. Non-technical administrative interpretations will be issued by CITY.

TASK 5 - ADDITIONAL SERVICES (OPTIONAL)

Subtask 5.1 - Full Route Survey

The CONSULTANT shall provide a full route survey. The survey shall be performed in accordance survey standards for the development of construction drawings and used by the CONSULTANT to prepare preliminary and final design documents.

The CONSULTANT will engage the service of a registered land surveyor to perform underground utility location services, utilizing ground penetrating radar (GPR), electromagnetic locator, and minimally intrusive excavation methods (soft-dig). The surveyor will update topographic survey with invert elevations and topography collected.

Subtask 5.2 - Geotechnical Report

The CONSULTANT shall provide a Geotechnical Report to include the results of soil borings, laboratory testing, data evaluation, engineering analysis and construction suggestions and considerations. The report shall be used by the CONSULTANT for use in preparing preliminary and final design documents. The field investigation shall be performed in accordance with ASTM (American Society of Testing Materials) standards.

Subtask 5.3 - Additional Engineering Services

At the request of the CITY, CONSULTANT will perform additional engineering services to the CITY for work expressly excluded from the scope of services as noted in the Assumptions herein or requested by the CITY during the Project. Additional Engineering Service may include, but not be limited to, analysis or preparation of design modifications, including preparation of drawings or technical specifications, assistance in preparing or reviewing documents not expressly included in the above tasks, environmental assessments, alignment alternatives, or additional limited services during the construction contract period. A not-to-exceed amount of $20,000 is established for services related to this subtask.

TASK 6 - MEETINGS AND PROJECT MANAGEMENT

Activities performed under this task consist of those general functions required to maintain the project on schedule, within budget, and that the quality of the work products defined within this scope is consistent with the CONSULTANT's standards and the CITY's requirements. Specific activities included are identified below:

Subtask 6.1 - Meetings

Within 30 calendar days after the Notice to Proceed, the CONSULTANT will prepare for and attend a Kickoff Meeting at the CITY with appropriate CITY management, engineering and staff to discuss the project background, problem identification, data needs, schedule and communications. The CITY's project manager (PM) will assist the CONSULTANT with coordination of this meeting. The CONSULTANT will prepare and distribute the Kickoff Meeting minutes to the CITY.

The CONSULTANT will meet with the CITY at intervals during the duration of the project to discuss the progress of the project. A total of three progress meetings to review deliverables (Letter Report, 90% Design for Permit, 100% Pre-Bid) have been planned for budget estimating purposes. The CONSULTANT will prepare meeting notes of each meeting. This task also includes internal team meetings.

Subtask 6.2 - Project Status Reports

The CONSULTANT's project manager will prepare and submit a monthly written status report and invoice for anticipated Design duration. Additionally, the CONSULTANT will provide email updates as requested by the CITY.

ASSUMPTIONS

The following is a list of assumptions upon which this scope of services is based.

1. CONSULTANT will use its professional judgment to reasonably rely upon the information and data provided by CITY or obtained from generally acceptable sources within the industry.

2. Services related to assistance with advertisement of the project, coordinating the sale and distribution of non-refundable bid documents, scheduling and holding a pre-bid

meeting and site visit, and distributing addenda to the Contract Documents are to be performed by the CITY.

3. Review periods of two (2) weeks are anticipated for CITY review of draft deliverables prepared by CONSULTANT. CONSULTANT will submit final deliverables within three (3) weeks after receiving comments from CITY. The CONSULTANT shall obtain from the CITY, pertinent information related to the force main improvements, utility relocations, roadway improvements and resurfacing, fire protection standards and other CITY criteria and standards that may affect this scope of work.

4. The preparation of calculations to validate the service requirements, pipe size and capacity determination provided by CITY are not included in this proposal. CITY shall perform modeling that may be required to validate service requirements and Lift Station No. 317 performance.

5. The Opinion of Probable Construction Cost to be developed under this scope of work will be prepared in accordance with the cost estimate classes defined by the Association for the Advancement of Cost Engineering (AACE).

6. The CONSULTANT will include specifications for restoration of areas disturbed by construction; however, no landscape architectural services have been included.

7. It is assumed that the selected contractor will prepare Record Drawings.

8. The CITY shall be responsible for all Permit Application Fees.

9. CONSULTANT shall utilize the CITY's internet-based project management information system tool e-Builder during the Project.

10. CONSULTANT shall follow the latest CITY Utilities Engineering Design Handbook and Construction Standards. Standard Details shall be provided by the City in ACAD format. Standard Specifications shall be provided by the City in MS Word format. CONSULTANT shall provide other Specifications needed for the Project.

11. The force main alignment prepared by CONSULTANT will prioritize open-cut construction of the pipeline. If it is determined that trenchless construction methods are required after subtask 1.1, a trenchless design may be provided as an additional service by the CONSULTANT.

DELIVERABLES

The CONSULTANT will provide the following deliverables to the CITY:

- Meeting Minutes (pdf format) for the project kickoff meeting and project status review meetings.
- Draft and Final Route Evaluation Letter Report (pdf format)

- 90-percent progress Drawings, OPCC, and Technical Specifications in electronic format (pdf). Hard copies signed/sealed by FL Professional Engineer in the number required for Permit.
- Provide three (3) hard copies sets of the Bid Set (Drawings) signed/sealed by FL Professional Engineer and three (3) hard copies sets of Bid Set Technical Specifications signed/sealed by FL Professional Engineer (one original copy, not bound). Provide electronic Files in ACAD, MS Word and pdf format of all deliverables.
- Completed permit applications
- Final Conformed Documents
- During Construction: Submittal Review Response(s), Requests for Information Responses, Field Orders process through e-Builder.
- Survey (Optional Task): Three (3) hard copies of the Full Route Survey signed/ sealed by FL Professional Land Surveyor.
- Geotechnical (Optional Task): Three (3) hard copies of a Geotechnical Report signed/sealed by FL Professional Engineer.

TIME OF COMPLETION/SCHEDULE

The approximate period for delivery of services defined in this Work Order is delineated in the table below. CONSULTANT will commence services within seven calendar days after receipt of the written Notice to Proceed from CITY. A Gantt Chart is provided in **Exhibit A**.

Task No.	Description	Anticipated Completion in Weeks Following NTP
1.0	Engineering Design	32
2.0	Permitting Assistance	26
3.0	Bidding Assistance	40
4.0	Limited Services During Construction	TBD
5.0	Additional Services	TBD
6.0	Project Management and Meetings	40

COMPENSATION AND PAYMENT

The compensation for this Work Order, exclusive of other direct costs, is a Lump Sum of $116,520. CONSULTANT will submit invoices, based on the percent completion of the work for each task and sub-task. The CONSULTANT will manage work hours between tasks and employee classifications, and/or utilize other appropriate employee classifications, provided that the work assignment total compensation is not exceeded. The invoice will be substantiated with written status reports and the estimated completion percentage for each task and sub-task. For invoices purposes only, the value of each Task is summarized in the table below. A fee structure breakdown is provided in **Exhibit B**.

A not-to-exceed amount of $20,000 is established in Task 5 for additional services that may be requested by the CITY related to this Work Order. The CONSULTANT will not use the Task 5 without prior written approval of the CITY's project manager or their designee.

Also, a not-to-exceed amount of $2,000 is established for other direct costs for reimbursable costs related to this Work Order. Reimbursable cost will require prior approval from the CITY designated Project Manager or their designee.

The total not-to-exceed (NTE) value of this Work Order is **$153,520**, inclusive of reimbursable costs.

Table One
Task Value for Invoice Purpose Only

Task No.	Description	Value
1.0	Engineering Design	$74,940
2.0	Permitting Assistance	$7,520
3.0	Bidding Assistance	$5,680
4.0	Services During Construction	$12,400
6.0	Project Management and Meetings	$15,980
	SUB-TOTAL WORK ORDER No. UT-4B-01, LUMP SUM	$116,520
5.0	Additional Services (Optional), NTE	$35,000
	Reimbursable, NTE	$2,000
	TOTAL WORK ORDER No. UT-4B-01, NTE	**$153,520**

EXHIBIT A

Force Main By-Pass at Lift Station No. 317
Contract No.: 046-2821-17/TP – General Consulting Services
Scope Category "B"
Task Order No. UT-4B-01
Time of Completion

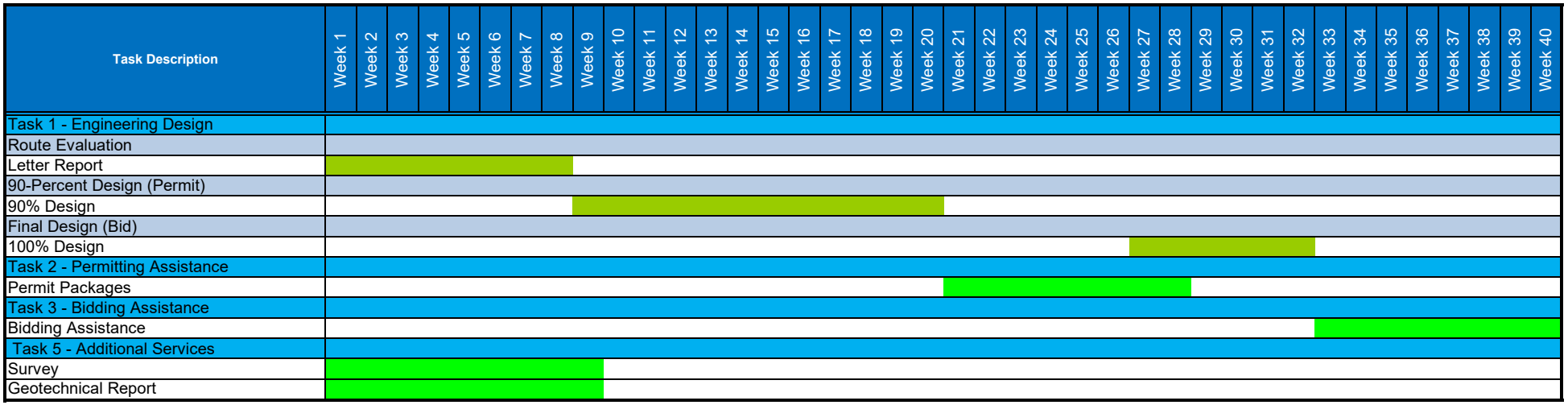

EXHIBIT B

Force Main By-Pass at Lift Station No. 317
Contract No.: 046-2821-17/TP – General Consulting Services
Scope Category "B"
Task Order No. UT-4B-01
Budget

Task No.	Description	Principal $270 Hrs	Project Manager $250 Hrs	Sr. Engineer $220 Hrs	Engineer $160 Hrs	Designer $140 Hrs	Clerical $120 Hrs	Total Hours Hrs	Total Labor $	Surveyor $	Geotechnical $	ODCs $
1	Engineering Design											
1.1	Route Evaluation and Technical Memorandum (10-Percent Design)		8	32	40	18	8	106	$ 18,920	$ -	$ -	$ 100
1.2	90-Percent Design Submittal (For Permit)	0	10	38	74	80	40	242	$ 38,700	$ -	$ -	$ 300
1.3	100-Percent Design Submittal (For Bid)	0	4	18	50	26	6	104	$ 17,320	$ -	$ -	$ 300
2	Permitting Assistance											
2.1	Prepare Permit Packages	0	0	4	40	0	2	46	$ 7,520	$ -	$ -	
3	Bid Assistance											
3.1	Bidding Assistance	0	0	12	16	0	4	32	$ 5,680	$ -	$ -	
4	Limited Service During Construction											
4.1	Pre-Construction Meeting	0	0	4	4	0	0	8	$ 1,520	$ -	$ -	$ 300
4.2	Submittal Review, Clarifications	0	0	16	40	0	8	64	$ 10,880	$ -	$ -	$ -
5	Additional Services (Optional)											
5.1	Full Route Survey	0	0	0	0	0	0	0	$ -	$ 10,000	$ -	$ 300
5.2	Geotechnical Report	0	0	0	0	0	0	0	$ -	$ -	$ 5,000	$ 300
5.3	Additional Services	0	0	0	0	0	0	0	$ -	$ -	$ -	$ 20,000
6	Project Management and Meetings											
6.1	Meetings	4	14	4	0	0	0	22	$ 5,460	$ -	$ -	$ 400
6.2	Project status Reports	4	12	26	0	0	6	48	$ 10,520	$ -	$ -	$ -
	SUB-TOTAL	0	48	154	264	124	74	672	$ 116,520	$ 10,000	$ 5,000	$ 22,000
	Subconsultant Markup (10%)									$ -	$ -	
	Total Project, NTE											$153,520

GENERAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT[1] is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and CDM SMITH, INC., hereinafter referred to as "the CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, the CITY'S Procurement Code, the City of Boynton Beach solicited proposals for professional consulting services from qualified engineering firms for required City services; and

WHEREAS, THE CITY issued a Request for Qualifications for General Consulting Services for the City of Boynton Beach, RFQ No. 046-2821-17/TP; and

WHEREAS, the City Commission designated CONSULTANT as one of several qualified consulting firms to provide General Consulting services to the CITY; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

ARTICLE 1 - SERVICES

1.1 CONSULTANT agrees to perform General Consulting Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies. The specified projects which may be assigned to CONSULTANT is in conjunction with:

	Scope Category A	Water Plant Modifications, Capacity and Operations Evaluation
☒	Scope Category B	Infrastructure Improvements and Evaluations
☒	Scope Category C	Ancillary Studies and Services
	Scope Category D	Transportation Services
	Scope Category E	Architectural and Landscaping Design Services

1.2 SERVICE AND RESPONSIBILITIES

1.2.1 GENERAL: The CONSULTANT agrees to perform work assigned by Task Order(s) under such terms as set forth in the Task Order(s). The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.2.2 The CONSULTANT is responsible for defects in its work and in the work of its Sub-consultants' work.

[1] The term "Agreement" has the same meaning as the term "contract".

1.2.3 PRELIMINARY SERVICES PHASE: The CONSULTANT shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The CONSULTANT shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.

1.2.4 During the preliminary services phase, the CONSULTANT shall advise the CITY, based on CONSULTANT'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; CONSULTANT to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the CONSULTANT'S findings and recommendations.

1.2.4.1 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, and field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with their work, and providing other special field surveys.

1.2.4.2 Preliminary design services to be performed by the CONSULTANT shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.

1.2.4.3 CONSULTANT shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or

1.2.4.4 Upon authorization of the CITY, the CONSULTANT will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the CITY in matters relating to regulatory agency operations review or operating permit non-compliance; assist

with startup and operator training for newly installed or modified equipment and processes, and in the preparation of operating, maintenance and staffing manuals for the project.

1.2.5 BASIC SERVICES: The CONSULTANT shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.

1.2.6 Final design services shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits and landfill permits.

1.2.6.1 The CONSULTANT based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The CONSULTANT shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.

1.2.6.2 The CONSULTANT based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.

1.2.6.3 The CONSULTANT shall assist the CITY in the preparation of the necessary proposal information and forms.

1.2.6.4 The CONSULTANT shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by changes in codes, administrative and jurisdictional requirements

of general market conditions.

1.2.6.5 The CONSULTANT shall submit to the CITY for each project, electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.

1.2.6.6 CONSULTANT shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked up construction drawings to the CONSULTANT so that the CONSULTANT can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.

1.2.6.7 Prior to final approval of the Construction Documents by the CITY, the CONSULTANT shall conduct a thorough review and quality control evaluation of the entire work product for compliance with requirements of any local, state, or federal agency from which a permit or other approval is required. The CONSULTANT shall make sure that all necessary approvals have taken place.

1.2.6.8 Prior to each phased submittal, the CONSULTANT shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The CONSULTANT shall provide to the CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

1.2.6.9 The CONSULTANT shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The CONSULTANT shall comply with all of its governing laws, rules, regulations, codes, directives and other applicable federal, state and local requirements in preparation of the work.

1.2.7 The CONSULTANT shall provide the construction documents, technical specifications and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

1.2.8 The CONSULTANT following the CITY'S approval of the Construction Documents and the latest estimate of probable Construction Cost shall when so directed and authorized by the CITY, assist the CITY in obtaining proposals or negotiated proposals, and assist in preparing contracts for construction.

1.2.8.1 The CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.

1.2.8.2 Any Opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since CONSULTANT has no control over market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the CONSULTANT or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events effecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the CONSULTANT renders the Final estimated probable Construction Cost of the Final Design Plans, the CONSULTANT shall not be responsible for any redesign without compensation which shall be mutually agreed to by the parties hereto.

1.2.8.3 The CONSULTANT shall provide the CITY with a list of recommended prospective bidders.

1.2.8.4 The CONSULTANT shall attend all pre-proposal/per-bid conferences.

1.2.8.5 The CONSULTANT shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.

1.2.8.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals or Invitation to Bid (two-step bid process), CONSULTANT shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.

1.2.8.7 If requested, CONSULTANT shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.

1.2.9 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The CONSULTANT shall also review change orders prepared and submitted by Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the percentage of work completed. The CONSULTANT will neither have

control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the construction of the assigned task order projects.

1.2.9.1 The CITY shall maintain a record of all change orders which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.

1.2.9.2 If the CONSULTANT is not the Construction Manager for the construction, the CITY shall notify the CONSULTANT within three (3) days of the discovery of any architectural/engineering error or omission so that the CONSULTANT can be part of the negotiations resolving the claim between the CITY and the Contractor.

1.2.10 The CONSULTANT shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the CONSULTANT shall sign the schedule of values indicated informed belief that the schedule of values constitute a reasonable, balanced basis for payment of the Application for Payment to the Contractor.

1.2.11 The CONSULTANT shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.2.16 "Resident Project Services" of this Agreement. The CONSULTANT'S observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the CONSULTANT will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the Work completed. The CONSULTANT shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The CONSULTANT shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for Payment, the CONSULTANT shall determine the amount due to the

Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the CONSULTANT will also represent to the CITY that to the best of its information and belief, based on what its observation have revealed; the Work is in accordance with the Construction Documents. The CONSULTANT shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

1.2.12 The CONSULTANT shall revise the Construction drawings and submit record or corrected drawings to the CITY to show those changes made during the construction process based on the marked up prints, drawings and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF files and AutoCad files in a form compatible with the CITY'S version of AutoCad formats for archival purposes.

1.2.13 The CONSULTANT shall attend regularly scheduled progress meetings on site bi-monthly or as otherwise determined based on a specific need established prior to construction by the CITY.

1.2.14 The CONSULTANT shall review change orders prepared and submitted by the Contractor for the CITY'S approval. CONSULTANT shall not authorize any changes in the work or time, no matter how minor without prior written approval by the CITY.

1.2.15 Each project's construction or demolition shall be considered complete upon compilation of a punchlist by CONSULTANT, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by CONSULTANT that all releases of liens are satisfied and written recommendation by CONSULTANT for final payment to the Contractor which shall be at the sole discretion of the CITY.

1.2.16 RESIDENT PROJECT SERVICES: During the Construction progress of any work, the CONSULTANT will if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the CONSULTANT. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but is not limited to the following:

- ❖ Conducting all pre-construction conferences;
- ❖ Conducting all necessary construction progress meetings;
- ❖ Observation of the work in progress to the extent authorized by the CITY;
- ❖ Receipt, review coordination and disbursement of shop drawings and other submittals;
- ❖ Maintenance and preparation of progress reports;

- ❖ Field observation and verification of quantities of equipment and materials installed;
- ❖ Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
- ❖ Maintenance at each project site on a current basis of all drawings, specifications, contracts, samples, permits, and other project related documents, and at the completion of each project, deliver all such records to the CITY;
- ❖ Preparation, update and distribution of a project budget with each project schedule;
- ❖ Notification to the CITY immediately if it appears that either each project schedule or each project budget will not be met;
- ❖ Scheduling and conducting monthly progress meetings at which CITY, Engineer, general contractor, trade contractor, utilities representatives, suppliers can jointly discuss such matters as procedures, progress, problems and scheduling.
- ❖ Recommending courses of action, and enforcing action selected by the CITY, if so directed by the CITY, if the general and/or trade contractors are not meeting the requirements of the plans, specifications, and Construction Contract;
- ❖ Development and implementation of a system for the preparation, review, and processing of change orders;
- ❖ Maintenance of a daily log of each project;
- ❖ Recording the progress of each project, and submission of written monthly progress reports to the CITY including information on the Contractors' work and the percentage of completion;
- ❖ Determination of substantial and final completion of work and preparation of a list of incomplete and unsatisfactory items, and a schedule of their completion; and
- ❖ Securing and transmitting to the CITY, required guarantees; affidavits; releases; key manuals; record drawings; and maintenance stocks;

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the CONSULTANT or the CITY in connection with the work. The Resident Project Representative shall be a person acceptable to the CITY, and the CITY shall have the right to employ personnel to observe the work in progress, provided however that such personnel as employed by the CITY, and such personnel will be responsible directly to the CITY in the performance of work that would otherwise be assumed and performed by the CONSULTANT. The Resident Project Representative shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Resident Project Representative be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Resident Project Representative shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

Although CONSULTANT shall not be responsible for health or safety

programs or precautions related to CITY"s activities or those of CITY's other contractors and consultants or their respective subcontractors and vendors ("Contractors"), CONSULTANT shall nonetheless report to the Resident Project Representative health and safety conditions or deficiencies observed by CONSULTANT'S employees or representatives. CONSULTANT shall not be responsible for CITY's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of CONSULTANT. CONSULTANT shall not be responsible for inspecting, observing, or correcting health or safety conditions or deficiencies of CITY, Contractors or others at project site ("Project Site") other than for CONSULTANT's employees, subconsultants and vendors.

1.3 ADDITIONAL SERVICES

1.3.1 When additional services are necessary they shall be specified in the written Task Order. Examples of additional (not exclusive) services are:

- Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with any particular project.
- Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by or to the CITY.
- Services resulting from significant changes in the general scope, extent or character of any particular project or its design including but not limited to, changes in size, complexity, the CITY'S schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the CONSULTANT'S control.
- Providing renderings or models for the CITY'S use.
- Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.
- Investigations and studies involving but not limited to, detailed considerations of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.
- Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the CONSULTANT (e.g. defective plans and/or specifications which inhibit contractors from submitting

proposals) in which event there shall be no additional cost for the provision of such services.

- ❖ Preparing to serve or serving as a CONSULTANT or witness for the CITY in any litigation, arbitration or other legal or administrative proceeding.
- ❖ Additional services in connection with a project not otherwise provided in this Agreement.
- ❖ Services in connection with a project not otherwise provided for in this Agreement.
- ❖ Services in connection with a field order or change order requested by the CITY.
- ❖ Providing artwork, models, or renderings as requested by the CITY.

1.3.2 When required by the Construction Contract documents in circumstances beyond the CONSULTANT'S control, and upon the CITY'S authorization, it will furnish the following additional services.

- ❖ Services in connection with work changes necessitated by unforeseen conditions encountered during construction.
- ❖ Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the CONSULTANT.
- ❖ Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the CONSULTANT or if the CONSULTANT fails to notify the Contractor of the deficient quality of their workmanship pursuant to CONSULTANT'S duties as described in the Contract Documents, the CONSULTANT'S additional services shall be deemed part of Basic Services and compensated as such.
- ❖ Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.
- ❖ Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.
- ❖ Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the CONSULTANT in which case such services shall be deemed Basic Services. Except when caused by a design error by the CONSULTANT, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.4 CITY'S RESPONSIBILITIES

1.4.1 The CITY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

1.4.1.1 Designate in writing a person or persons to act as the CITY'S representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the CONSULTANT'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this AGREEMENT based on the specific task orders/written task orders from each of the Scope Categories.

1.4.1.2 Provide all criteria and full information as to the CITY'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

1.4.1.3 Assist the CONSULTANT by providing at the CONSULTANT'S request all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

1.4.1.4 Furnish to the CONSULTANT, if required for the performance of CONSULTANT'S services (except where otherwise furnished by the CONSULTANT as Additional Services), the following:

1.4.1.5 Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;

1.4.1.6 Appropriate professional interpretations of all of the foregoing;

1.4.1.7 Environmental assessment and impact statements;

1.4.1.8 Property, boundary, easement, right-of-way, topographic and utility surveys;

1.4.1.9 Property descriptions;

1.4.1.10 Zoning, deed and other land use restrictions;

1.4.1.11 Approval and permits required in the CITY'S jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the CONSULTANT; and

1.4.1.12 Arrange for access to make all provisions for the CONSULTANT to enter upon the CITY'S property as required for the CONSULTANT to perform services under this Agreement.

1.4.1.13 Consistent with the professional standard of care and unless otherwise specifically provided herein, CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

1.5 SEQUENCE OF EVENTS

1.5.1 Following receipt of any task order/written task order, the CONSULTANT shall submit to the CITY, at least five (5) days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

1.5.2 Task orders will be issued to the CONSULTANT in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by CONSULTANT pursuant to this Agreement.

1.5.3 Proposals received by CONSULTANT as a result of task order/written task order that exceeds $25,000 in cost will require approval from CITY Commission before execution of services in accordance with the CITY'S Procurement Administrative Policy.

1.5.4 When the CITY issues task orders to the CONSULTANT, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of CONSULTANT,failure of the CONSULTANT to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.

1.5.5 It is anticipated and intended that the CONSULTANT will be authorized to begin new task orders on a "rolling" basis, as some already assigned task orders near timely completion. If a subsequent Task Order is issued to the CONSULTANT before it has completed the current task order, the completion date for each Task Order will remain independent of each other so that the CONSULTANT will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to complete the "older" task orders in a timely manner, may adversely impact upon continued early authorization to start a subsequent work.

1.5.6 When the CONSULTANT has exceeded the stated completion date including any extension for extenuating circumstances which may have been granted, a written notice of Default will be issued within seven (7) days of the date that the default became active with a requirement of seven (7) days to cure said default, to the CONSULTANT and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.

1.5.7 Should the CONSULTANT exceed the assigned completion time, the CITY reserves the right not to issue to the CONSULTANT any further task orders until such time as it is no longer in default, and the CONSULTANT has demonstrated to the CITY'S satisfaction, the reasons for tardy completion

have been addressed and are not likely to be repeated in subsequent task orders. This restricted issuance provision may result in the CONSULTANT not being issued all of the planned work the CITY anticipated in this Agreement. The CONSULTANT shall have no right to the balance of any work, or to any compensation associated with these non-issued task orders due to the CONSULTANT being rendered in default.

1.5.8 Should the CONSULTANT remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.5.6 the CITY may at its sole option retain another CONSULTANT to perform any work arising out of this Agreement and/or terminate this Agreement.

1.6 DEFINITION OF DEFAULT

1.6.1. An event of default shall mean a material breach of this Agreement . Without limiting the generality of the foregoing and in addition to those instances referred to as a material breach, an event of default shall include the following:

- ❖ CONSULTANT has not performed services on a timely basis due to CONSULTANT'S negligent errors or omissions;
- ❖ CONSULTANT has refused or failed to supply enough properly skilled personnel;
- ❖ CONSULTANT has failed to make prompt payments to SUB-CONSULTANTS or suppliers for any services after receiving payment from the CITY for such services or supplies;
- ❖ CONSULTANT has failed to obtain the approval of the CITY where required by this Agreement;
- ❖ CONSULTANT has refused or failed to provide the services as defined in this Agreement;
- ❖ CONSULTANT has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within ninety (90) days of such date.
- ❖ **CITY has failed to make payments to CONSULTANT in accordance with the requirements of this Agreement**

1.6.2 In the event of Default, the CONSULTANT shall be liable for all damages resulting from the Default including:

- ❖ The difference between the amount that has been paid to the CONSULTANT and the amount required to complete the CONSULTANT'S work, provided the fees by the firm replacing the CONSULTANT are reasonable and the hourly rates do not exceed the CONSULTANT'S rates. This amount shall also include procurement and administrative costs incurred by the CITY.
- ❖ In the event of default by the City, CONSULTANT may suspend the Work pending receipt of such payment.

1.6.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing, and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY'S rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

ARTICLE 2 - TERM

2.1 The initial Contract period shall be for an initial two (2) years, commencing at the execution of the contract, and the City reserves the right to unilaterally renew the contract for three (3) additional one (1) year periods under the same terms, conditions. The CONSULTANT understands and acknowledges that the Services to be performed during the two (2) year term will be governed by this Agreement, and that there is no guarantee of future work being given to the CONSULTANT.

2.2 In the event that services are scheduled to end either by contract expiration or by termination by the CITY (at the CITY'S discretion), the CONSULTANT shall continue the services, if requested by the CITY, or until task or tasks is/are completed. At no time shall this transitional period extend more than one-hundred and eighty (180) calendar days beyond the expiration date of the existing contract. The CONSULTANT will be reimbursed for this service at the rate in effect when this transitional period clause was invoked by the CITY.

ARTICLE 3 - TIME OF PERFORMANCE

3.1 Work under this Contract shall commence upon the giving of written notice by the CITY to the CONSULTANT by way of an executed task order and resultant task order. CONSULTANT shall perform all services and provide all work product required pursuant to this Contract and the specific task order by the Sequence of Events, or unless an extension of time is granted in writing by the CITY.

ARTICLE 4 - PAYMENT

4.1 The CONSULTANT shall be paid by the CITY for completed work and for services rendered under this agreement as follows:

- Payment for the work provided by CONSULTANT shall be made in accordance with the Fee Schedule as provided in Exhibit "A" attached hereto.
- Payment as provided in this Section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
- Compensation for sub-CONSULTANTS will be negotiated based on each task order. Compensation will be through a direct mark-up in

accordance with the Schedule of Professional Fees attached hereto. Sub-consulting services shall be approved by the CITY'S representative prior to performance of the sub-consulting work. Consulting time for processing and management of the sub-CONSULTANT shall not be included in direct costs as the direct mark-up is applied for management efforts.

- The CONSULTANT may submit vouchers to the CITY once per month during the progress of the Work for partial payment for project completed to date. Such vouchers will be verified by the CITY, and upon approval thereof, payment will be made to the CONSULTANT in the amount approved.

- In certain cases where incremental billing for partially completed Work is permitted by the CITY'S representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

- Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the CONSULTANT shall submit a not-to-exceed proposal to the CITY'S representative for prior approval based on estimated labor hours and hourly rates which shall not exceed the established hourly rates as per the Schedule of Professional Fees attached hereto, plus sub-CONSULTANT services and other related costs supporting the proposed work. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not-to-exceed cost amount.

- Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY, which shall occur no later than 30 days following receipt of the invoice.

- Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are considered waived by the CONSULTANT.

- The cost of all services as stated herein shall remain fixed and firm for the initial two (2) year period of the contract. Costs for subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S.

Department Labor. The yearly increase, or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the CONSULTANT, a reasonable reduction in costs that reflect such changes in the industry.

- The CITY may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Contract may be cancelled by the CITY upon giving thirty (30) calendar days written notice to the CONSULTANT

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

5.1 Upon completion of the project and final payment to CONSULTANT, all documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this Contract the documents shall be the property of the CITY whether the Project for which they are made is executed or not. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design features on other projects. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT'S endeavors. Any use of the documents for purposes other than as originally intended by this Contract, without the written consent of CONSULTANT, shall be at the CITY'S sole risk and without liability to CONSULTANT and CONSULTANT'S sub-CONSULTANTS.

ARTICLE 6 - FUNDING

6.1 This Contract shall remain in full force and effect only as long as the expenditures provided in the Contract have been appropriated by the City Commission of Boynton Beach in the annual budget for each fiscal year of this Contract, and is subject to termination based on lack of funding.

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

7.1 CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Contract and that it will retain and assign qualified professionals to all assigned projects during the term of this Contract. CONSULTANT'S services shall meet a standard of care for professional engineering and related services equal to the standard of care for engineering professional practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed

by CONSULTANT shall provide services to CITY pursuant to this Contract. CITY has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent shall not be unreasonably withheld.

ARTICLE 8 - COMPLIANCE WITH LAWS

8.1 CONSULTANT shall, in performing the services contemplated by this service Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract, shall review and comply with laws, regulations, codes and standards in effect as of the date of this agreement that are applicable to CONSULTANT'S services and shall exercise professional care and judgment to comply with requirements imposed by governmental authorities having jurisdiction over the project. Should changes in any law, ordinance, or regulation result in increased costs or delays to services rendered, both parties agree to an equitable adjustment to schedules and prices.

ARTICLE 9 - INDEMNIFICATION

9.1 Subject to the limiting provisions of Florida Statute 725.08, CONSULTANT shall indemnify, and hold harmless the CITY, its offices, agents and employees, from and against any and all losses, or any portion thereof, including reasonable attorneys' fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT'S own employees, or damage to property to the extent caused by negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in performance of CONSULTANT'S duties. Neither party to this Contract shall be liable for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that my result from this Contract or out of the services or goods furnished hereunder.

9.2 To the greatest extent permitted pursuant to Section 725.06, Florida Statutes, CONSULTANT's indemnification obligation (when providing services to CITY) shall not exceed the value of CONSULTANT's total compensation. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF CONSULTANT MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES AGREEMENT

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide certificates of insurance evidencing such coverages and limits, and shall be written by an insurance company authorized to do business in Florida.

10.1.1 Worker's Compensation Insurance: The CONSULTANT shall procure and maintain for the life of this Contract, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. CONSULTANT shall include the Worker's Compensation and Employer's Liability Insurance requirements in its subcontracts. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-CONSULTANT that does not have their own Worker's Compensation and Employer's Liability Insurance, unless not required by statute. The policy must contain a waiver of subrogation in favor of the CITY of Boynton Beach, executed by the insurance company.

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 9, "Indemnification" of this Contract. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from CONSULTANT'S negligent performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY, except for cancellation due to non-payment of premium.

10.1.3 Business Automobile Liability: The CONSULTANT shall procure and maintain, for the life of this Contract, Business Automobile Liability Insurance. The CONSULTANT shall maintain a $1,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

10.1.4 Professional Liability (Errors and Omissions) Insurance: The CONSULTANT shall procure and maintain for the life of this Contract in the minimum amount of $1,000,000 per claim/aggregate.

10.2 It shall be the responsibility of the CONSULTANT to ensure that all sub-CONSULTANTS comply with the same insurance requirements referenced above.

10.3 In the judgment of the CITY, prevailing conditions warrant the provision by the CONSULTANT of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONSULTANT of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONSULTANT fail or refuse to satisfy the requirement of changed coverage within the thirty (30) days following the CITY'S written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONSULTANT, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above if coverage is not otherwise renewed for Comprehensive Liability Insurance on a claims-made policy only.

ARTICLE 11 - INDEPENDENT CONTRACTOR

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

11.2 CONSULTANT acknowledges and understands that, as an independent CONSULTANT pursuant to this Agreement, CONSULTANT shall comply with Chapter 119, Florida Statutes, as amended (Public Records). CONSULTANT'S obligation includes, but is not limited to CONSULTANT'S obligation to preserve public records and make public records available to third parties in addition to the CITY.

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

12.1 The CONSULTANT warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the CITY shall have the right to annul this Contract without liability or, in its discretion to deduct from the contract

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract is accurate, complete, and current as of the date of the Contract.

13.2 The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside CONSULTANTS. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 14 - SUBCONTRACTING

14.1 The CITY reserves the right to accept the use of a SUB-CONSULTANT or to reject the selection of a particular sub-CONSULTANT and to inspect all facilities of any SUB-CONSULTANTS in order to make a determination as to the capability of the SUB-CONSULTANT to perform properly under this contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any sub CONSULTANTS on this project the following provisions of this Article shall apply:

14.2 If a SUB-CONSULTANT fails to perform or make progress, as required by this Contract, and it is necessary to replace the SUB-CONSULTANT to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new SUB-CONSULTANT by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

14.3 The CONSULTANT, its SUB-CONSULTANTS, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and it's agreement with the SUB-CONSULTANT for work to be performed for the City the CONSULTANT must incorporate the terms of this contract.

ARTICLE 15 - DISCRIMINATION PROHIBITED

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

ARTICLE 16 - ASSIGNMENT

16.1 The CONSULTANT shall not sublet or assign any of the services covered by this Contract without the express written consent of the CITY.

ARTICLE 17 - NON-WAIVER

17.1 A waiver by either CITY or CONSULTANT of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 18 – TERMINATION

18.1 Termination for Convenience: This Contract may be terminated by the CITY for convenience, upon ten (10) days of written notice by the terminating party to the other party for such termination in which event the CONSULTANT shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the CONSULTANT abandons the Contract or causes it to be terminated, CONSULTANT shall indemnify the CITY against loss pertaining to this termination.

18.2 Termination for Default: In addition to all other remedies available to the CITY, this Contract shall be subject to cancellation by the CITY for cause, should the CONSULTANT neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure continue for a period of thirty (30) days after receipt by CONSULTANT of written notice of such neglect or failure. In the event of non-payment of other material breach of this Contract by CITY, the Contract is subject to cancellation by CONSULTANT should such condition continue for a period of thirty (30) days after receipt by CITY of written notice of breach.

ARTICLE 19 – DISPUTES AND VENUE

19.1 Any dispute arising out of the terms or conditions of this Contract shall be adjudicated within the courts of Florida. Further, this Contract shall be construed under Florida Law. Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Contract. The parties agree that any action arising out of this Contract shall take place in Palm Beach County, Florida.

ARTICLE 20 – UNCONTROLLABLE FORCES

20.1 Neither the CITY nor CONSULTANT shall be considered to be in default of this Contract if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and

governmental actions. In such circumstances, parties agree to an equitable adjustment of schedules and prices.

20.2 Neither party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

ARTICLE 21 – CITY-PROVIDED INFORMATION AND SERVICES

21.1 CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT'S services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT'S services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by CITY or others in performing CONSULTANT'S services under this Agreement.

ARTICLE 22 – ESTIMATES AND PROJECTIONS

22.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that CITY'S actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT'S opinions, analyses, projections, or estimates.

ARTICLE 23 – THIRD PARTIES

23.1 The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT'S performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT'S services hereunder.

ARTICLE 24 - NOTICES

24.1 All notices required in this Contract shall be sent to the CITY and shall be mailed to:

Copy to:

City of Boynton Beach
Attn: Utilities Director
124 E. Woolbright Road
Boynton Beach, FL 33435

City of Boynton Beach
Attn: Procurement Services
P.O. Box 310
Boynton Beach, FL 33425

And Notices to CONSULTANT, shall be sent to the following address:

CDM Smith, Inc.
Attn: Suzanne Mechler, P.E.
621 NE 53rd Street
Suite 265
Boca Raton, FL 33487

ARTICLE 25 - INTEGRATED AGREEMENT

25.1 This Contract, together with the RFQ/RFP and any addenda and/or attachments, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements written or oral. This Contract may be amended only by written instrument signed by both CITY and CONSULTANT.

25.2 In the event of a conflict between a provision of this Agreement and a provision of an individual Task Order, the provision of the Task Order will control.

ARTICLE 26 - SOVEREIGN IMMUNITY

26.1 CITY is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statute, as may be emended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Contract, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to any successor statute thereof. To the contrary, all terms and provision contained in the Contract, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to the State's subdivisions by state law.

26.2 In connection with any litigation or other proceeding arising out of the Contract, the prevailing party shall be entitled to recover its own costs and attorney fees through and including any appeals and any post-judgment proceedings. CITY'S liability for costs and attorney's fees, however, shall not alter or waive CITY'S entitlement to sovereign immunity, or extend CITY'S liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

ARTICLE 27 – PUBLIC RECORDS

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

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

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

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

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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

(CITY CLERK)
P.O. BOX 310
BOYNTON BEACH, FLORIDA, 33425
561-742-6061.
PYLEJ@BBFL.US

Article 28 - LIMITATION OF LIABILITY

THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CITY AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST CONSULTANT, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("CONSULTANT'S COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT'S COVERED PARTIES SHALL NOT EXCEED THE VALUE OF CONSULTANT'S SERVICES UNDER THE ASSIGNED TASK ORDER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

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 20th day of August, 2018.

CITY OF BOYNTON BEACH

Lori LaVerne
City Manager

CONSULTANT

Attest/Authenticated:

City Clerk
Title

Judith G Ryle
City Clerk

CDM SMITH INC. 1970 (Corporate Seal) MASSACHUSETTS

Approved as to Form:

Office of the City Attorney

Attest/Authenticated:

Paul Milligan
Secretary

EXHIBIT "A"

FEE SCHEDULE

FIRM: CDM SMITH INC.

DATE: March 19, 2018

Personnel Classifications	Hourly Rate
Principal	$270.00
Project Manager	$250.00
Senior Engineer	$220.00
Process Engineer	$220.00
Sr Electrical Egn.	$230.00
Elec. Egn.	$160.00
Process Control/Inst. Egn.	$210.00
Sr. Mechanical Engineer	$230.00
Mechanical Engineer	$160.00
Engineer	$160.00
Designer	$140.00
GIS Specialist	$180.00
CADD/Technician	$140.00
Public Relations Specialist	$150.00
Construction Inspector	$165.00
Sr. Rate analyst	$240.00
Clerical/Administrative	$120.00

Reimbursable Expenses:

Direct costs such as postage, prints, delivery service will be billed at cost.

EXHIBIT "B"

City of Boynton Beach Risk Management Department

INSURANCE ADVISORY FORM

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

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS

Date:		Name of Firm:					
Office Location:							
1.	Service:	(Check One)	☐	Planning/Study Activity, Report, Other			
			☐	Design/Engineering Services/Preliminary Bid Document			
			☐	Final Document/Bidding/Contractor Award			
			☐	Construction Phase/Completion			
2.	Name of Project:						
3.	Project Manager:						
CONSTRUCTION CONTRACT DATA							
5.							
a. Engineer's estimate:		$		Final Cost:	$		
b. Substantial Construction Completion Date:							
c. Final Construction Completion Date:							
6.	Overall Rating	(Check One)	☐	Unsatisfactory			
			☐	Poor			
			☐	Fair			
			☐	Good			
			☐	Excellent			
7.	Recommended for Future Contracts?		☐	Yes	☐	No	☐ Conditional
If other than yes, provide detailed explanation on a separate sheet of paper.							
8.	Name, title, and office of rating officer (e.g. Utilities Director):						
9.	Signature of rating officer:						

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

DESIGN/ENGINEERING SERVICES AND PRELIMINARY BID DOCUMENT PREPARTION PHASE

Rate numerically 1 to 5 with 5 being the highest score N/A

1.	Thorough site investigation	1	2	3	4	5	
2.	Meeting cost limitations	1	2	3	4	5	
3.	Design/results suitability	1	2	3	4	5	
4.	Cooperative & responsive	1	2	3	4	5	
5.	Timeliness of submissions	1	2	3	4	5	
6.	*Plans clear/detailed	1	2	3	4	5	
7.	*Plan/spec accuracy	1	2	3	4	5	

*Preliminary administrative/limited staff review/evaluation of levels of clarity, accuracy, and coordination between disciplines.

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

FINAL DOCUMENT PREPARATION, BID, & AWARD BY CONSULTANT

Rate numerically 1 to 5 with 5 being the highest score N/A

1.	Specs afford competition	1	2	3	4	5	
2.	Specs complete/thorough	1	2	3	4	5	
3.	Accuracy of documents	1	2	3	4	5	
4.	Requirements within engineer's estimate	1	2	3	4	5	
5.	Cooperative attitude	1	2	3	4	5	
6.	Timeliness of submissions	1	2	3	4	5	
7.	Pre-bid conference participation	1	2	3	4	5	
8.	Response to inquiries	1	2	3	4	5	
9.	Bid evaluation quality/timeliness	1	2	3	4	5	
10.	Response to building & permitting agencies	1	2	3	4	5	
11.	Addendum preparation & permit applications	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

CONSTRUCTION PHASE COMPLETION

	Rate numerically 1 to 5 with 5 being the highest score						N/A
1.	Drawings Reflect True Conditions	1	2	3	4	5	
2.	Plans/Specs Accurate/Coordinated	1	2	3	4	5	
3.	Design Constructability	1	2	3	4	5	
4.	Timeliness/Quality of Processing Submittals	1	2	3	4	5	
5.	Product/Equipment Selection Availability	1	2	3	4	5	
6.	Field Consultation and Investigations	1	2	3	4	5	
7.	Quality of Support Services	1	2	3	4	5	
8.	Overall Construction Contract Administration	1	2	3	4	5	
9.	Project Closeout Documentation Review	1	2	3	4	5	
10.	Validity of Claims for Extra Costs	1	2	3	4	5	
11.	Did Consultant provide sufficient copies of signed plans to allow for timely review and approval by all Permitting Agencies?	1	2	3	4	5	
12.	Did the Consultant actively participate in overcoming problems with the Contractor, Building Officials and/or Regulatory Agencies?	1	2	3	4	5	
13.	Change Order Processing (Accuracy, Timeliness, Documentation, etc.)	1	2	3	4	5	
14.	Did the Consultant exercise adequate/effecting coordination and control of subconsultant(s) or associate(s) work and paperwork?	1	2	3	4	5	
15.	Proactive Participation in Resolution of Dispute(s)?	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS
(continued)

PLANNING/STUDY ACTIVITY, REPORT, OTHER

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough investigation of situation or activity	1	2	3	4	5	
2.	Cooperative attitude	1	2	3	4	5	
3.	Timeliness of submissions	1	2	3	4	5	
4.	Accuracy of documents	1	2	3	4	5	
5.	Did the Consultant offer cost saving solutions?	1	2	3	4	5	
6.	Did the Consultant actively participate in problem solving?	1	2	3	4	5	
7.	Overall results	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 08/02/2018

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

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

Holder Identifier : AE

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
CDM Smith Inc. 75 State Street, Suite 701 Boston MA 02109 USA	INSURER A: National Union Fire Ins Co of Pittsburgh	19445
	INSURER B: New Hampshire Insurance Company	23841
	INSURER C: American Home Assurance Co.	19380
	INSURER D: Illinois National Insurance Co	23817
	INSURER E: Lloyd's Syndicate No. 2623	AA1128623
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570072564350 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL3629894	01/01/2018	01/01/2019	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			CA 1921822 AOS	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
A	X ANY AUTO			CA 1921821 MA	01/01/2018	01/01/2019	BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC014649625 AOS	01/01/2018	01/01/2019	X PER STATUTE OTH-ER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		WC014649626 AK,AZ,VA	01/01/2018	01/01/2019	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
E	Archit&Eng Prof			PSDEF1800033 Professional/Claims Made	01/01/2018	01/01/2019	Each Claim Aggregate	$1,000,000 $1,000,000

Certificate No : 570072564350

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

City of Boynton Beach is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. XCU Coverage is included under the General Liability policy where required by written contract. Contractual Liability is included under the General Liability policy where required by written contract.

CERTIFICATE HOLDER

City of Boynton Beach
Attn: Charles J. Magazine
Risk Manager
100 E. Boynton Beach Blvd.
PO Box 310
Boynton Beach FL 33435-0310 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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AGENCY CUSTOMER ID: 10518329
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	CDM Smith Inc.
POLICY NUMBER: See Certificate Number: 570072564350	
CARRIER: See Certificate Number: 570072564350 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WC014649627 CA	01/01/2018	01/01/2019		
D		N/A		WC014649628 FL	01/01/2018	01/01/2019		
B		N/A		WC014649629 IL, KY, NC, NH, UT, VT	01/01/2018	01/01/2019		
B		N/A		WC014649630 MA, ND, OH, WA, WI, WY	01/01/2018	01/01/2019		
B		N/A		WC014649631 NJ, PA	01/01/2018	01/01/2019		

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CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION: Approve Task Order UT-1B-02 with Carollo Engineers in the amount of $198,810 in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category B awarded by City Commission on August 7, 2018 for work on the Congress Avenue Force Main Isolation Valves project.

EXPLANATION OF REQUEST:
Contract Period: August 22, 2018 – August 21, 2020

Boynton Beach Utilities owns and operates a wastewater collection system and pumping system that pumps wastewater to the South Central Regional Wastewater Treatment Plant. The central part of the system includes a 36-inch force main pressure pipeline along Congress Avenue which transmits the majority of the City's wastewater south to the Wastewater Treatment Plant.

Due to the criticality of the force main pipe and its age, Staff would like to implement reliability improvements in the wastewater piping system. The primary goal is to establish alternate flow patterns in the system during maintenance, repair, or emergencies to enable the diversion of wastewater flow to the existing 24-inch force main in the eastern part of the City. This project will investigate the existing condition of the 36-inch forceman, plan, and design improvements to install isolation valves in the wastewater system to be able to divert the flow.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The project will provide increased flexibility and reliability in the Utilities wastewater collection and transmission system; improve the ability to respond during emergencies, maintenance and repair; and provide an improved level of service to the residents and businesses in the utilities service area.

FISCAL IMPACT: Budgeted
Funding for the project is available in Utilities CIP account 403-5000-535-65.04.

ALTERNATIVES:
Continue to operate the existing wastewater system and not proceed with the project at this time.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Addendum	Carollo Proposal
🗋	Contract	Carollo Contract

Engineers...Working Wonders With Water®

January 18, 2019

Mr. Michael Low
Boynton Beach Utilities
124 East Woolbright Road
Boynton Beach, FL 33435

Subject: Proposal for Engineering Services
Forcemain Isolation Valves

Dear Mr. Low:

As requested, we have prepared the following proposed scope of services for the subject project.

Background

The City of Boynton Beach Utilities (Boynton) owns and operates a wastewater collection system, including local and master pump stations and a forcemain network. The forcemain collection system generally pumps to the SCR wastewater treatment facility at the south of the service area. The central part of the system includes a 36 inch forcemain along Congress Ave, which transmits the majority of the City's wastewater to the south. This main is aging, and is primarily of ductile iron material.

Provided the criticality of this forcemain and its age, the City desires to establish reliability improvements in the collection system. The primary goal is to establish alternate reliable flow patterns in the system which maintain a majority of system operation during maintenance or repair. This project will investigate, plan for and design improvements to install isolation valves in the system to improve flexibility and reliability.

This project will establish a desired operational methodology, conduct an analysis, make recommendations, then design, permit and construct system improvements. This includes:

- Establish a methodology for improving operational flexibility and reliability
- Determine primary and alternate flow routes/patterns
- Determine hydraulic limits of these routes
- Investigate the DIP force main along Congress Ave
- Recommend locations for Isolation valves
- Conduct Survey/SUE at identified locations for potential valve installation
- Address the condition of the pipe with ultrasonic wall thickness measurements
- Design the addition of isolation valves
- Permit the construction of the valves for the project
- Bid the project
- Construct – provide limited construction support services

9897 Lake Worth Road, Suite 302, Lake Worth, Florida 33467
P. 561.868.6400 F. 561.868.6401
carollo.com

SCOPE TASKS

TASK 1 – DATA GATHERING

The purpose of this task is to collect and review the available data to complete the project. Data collection will include a variety of sources based on the best available data, requiring data from Carollo and the City.

The required data is anticipated to include, but not be limited to:

- Existing model (developed by Carollo under the UMOP)
- Operational and SCADA data of the system, with a focus on the master pump stations along Congress Ave. Pressure and flow data are desired where available.
- City maintained GIS data
- Record drawings of pipelines along Congress Ave and other key areas.
- Pump curves and/or record drawings for pump stations in the affected area
- Historical maintenance and repair data with the focal area.

All collected data will be reviewed and compiled for use in the tasks which follow. Data evaluation will focus on the current operation of master pump stations and the major forcemains to the WWTP. To further complement the data collection effort, we anticipate a field visit after initial review of the data. Along with City staff, this visit is anticipated to confirm received data and to evaluate the existing forcemain route and to establish potential valve installation sites.

Deliverables

1. Summary of collected data

TASK 2 – OPERATIONAL METHODOLOGY AND FLOW PATTERNS

This task will utilize the existing system data, including GIS maps, record drawings, operational data, repair history and hydraulic model of the wastewater system as a basis. Carollo will review data to develop potential operational flow pattern alternatives during hypothetical maintenance or repair scenarios. The goal will be to identify and establish scenarios for

potential flow patterns in the system, to be provided in figures in the next task as part of the preliminary recommendations.

Flow patterns will be identified using GIS, hydraulic model and operational data as available. The model will be utilized to estimate potential flow or reduced flow situations during alternate flow patterns in the system. These scenarios will be presented in the following task, including figures and summary of hydraulic data in each scenario. Hydraulic model evaluation will be limited to the master pump stations which are directly impacted with the valve installation and focus on typical flow loss during normal operating conditions. This will not include lift station recommendations or improvements.

Deliverables

1. Flow patterns and hydraulic impacts (to be included in Task 3 report)

TASK 3– PRELIMINARY RECOMMENDATIONS

The purpose of this task is to identify and establish recommendations for system improvements (valve installation), based on operational and preliminary site evaluations. It is anticipated that the recommendations will include up to 6 valve installation locations. Some sites may be identified as potential areas along the existing forcemain, which will be further investigated in tasks which follow.

Recommendations will be summarized in the form of a brief summary report. The report will describe operational goals and potential flow scenarios for lift stations during operation, considering redundancy/backup scenarios. Recommendations will also include the suggested locations for valve installation, to be further investigated prior to final design. Figures will provide maps of the site locations (or general areas) for potential valve installation. Each site and potential alternative sites will be identified in figures which include areas to be surveyed, SUE locations, potential GPR and potential ultrasonic thickness measurement. These sites will be further investigated via survey and SUE efforts in the tasks which follow. Design efforts will follow based on the additional data collection.

Deliverables

1. Report with figures

TASK 4 – FIELD INVESTIGATION (SURVEY, SUE, GPR AND ULTRASONIC TESTING)

The purpose of this task is to conduct detailed field investigation. Based on the preliminary site locations identified in the previous tasks, a combination of investigation may occur. Sites are anticipated to be initially surveyed for pipe location, including SUE investigation to determine depths of the forcemain and potential conflicting nearby utilities. GPR and Ultrasonic tools may also be utilized as determine on a location specific need.

Survey – Survey will include topographical survey of the identified area for potential valve installation. Each survey area will vary in size, but is anticipated to include an approximate 50'x300' area for each site. Some sites may be extended where the installation location may vary, based on the allotted survey scope.

SUE - Subsurface Utility Engineering will occur to confirm the depth of the forcemain at each location. Additional SUE may occur to gather information on other nearby utilities as necessary. SUE is anticipated to be limited to less than thirty (30) soft digs in total. This does include a limited allotment for MOT efforts where the SUE/pipeline location impacts traffic.

GPR – Ground penetrating radar may be utilized where numerous other existing utilities exist within the anticipated area of valve installation, and other location information cannot confirm the necessary details. An estimated two to three GPR sweeps may occur per valve site (one sweep per 100 feet).

Ultrasonic thickness measurement – During field investigation and SUE efforts, and where the existing forcemain is metallic in material and safely accessible, it is beneficial to conduct ultrasonic thickness measurements on the top of the forcemain in order to estimate the internal condition of the pipeline. Wall thickness estimation will occur based on the use of ultrasonic thickness measurement equipment (based on location and depth). The team will establish a plan to assess multiple locations the pipeline where safely accessible. Record drawings will be utilized in order to select the best potential locations for assessment. Results by location will be provided to the City along with recommendations related to the construction/addition of valves.

This task includes an established allowance for a combination of these efforts to be provided up to the limit identified. Each investigational tool may be implemented on a site specific basis, as determined based available data and adjusting to potential challenges which may vary between sites.

If the results of detailed field investigation impact the preliminary recommendations for valve locations, these outcomes will be provided to the City in the form of a technical memorandum

along with revised figures. The team will meet with the City to discuss these outcomes and agree upon the final design prior to proceeding with final design.

Deliverables

1. Survey and field investigation results (survey, SUE data, Ultrasonic data)
2. Memorandum summarizing recommendations prior to final design

TASK 5 – DESIGN

Based on the results of the preliminary recommendations and field investigation, the team will move forward with design of the valves. The design will include construction plans and specifications for the addition of up to 6 valves into the existing forcemain along Congress Ave or the nearby related areas.

Prepare plans at the 60 and 100 percent design level for the addition of valves into the forcemain, including:

- Drawings – Utilizing investigational data, provide site drawings for each individual site where a valve installation will be completed. This will generally include a plan and section view of the proposed valve insertion, along with details of the surrounding site and restoration requirements. Detail drawings related to the valve fittings, taps, or other construction methods will be provided in detail sheets (where one design applies to multiple sites).
- Operational Methodology – As initially provided in Task 2, a final methodology will be established for diverting flow and maintaining service in the forcemain. This will include figures and a descriptive statement noting potential scenarios which could occur.
- Materials and Methods of Construction – The Engineer will consider alternatives for construction including methods of construction, valves, and connection methods based on the project constraints. The Engineer will determine and establish the preferred methods of construction based on City standards, requirements, and cost impact.
- Plans shall be developed in AutoCAD format, full size (22"x34") plans, developed on a 1"= 20' scale.
- Plans shall include:
    - Cover Sheet, Index, location map, legend, general notes
    - Plan sheets
    - Profile/Section views (1"= 20' scale or better)
    - Valve insertion methods details (1"= 10' scale or better)
    - General utility details

- Specifications – Provide specification related to the construction, including valves, piping, fittings, general construction method requirements.
- Estimate of Construction Cost – Provide a preliminary cost estimate for the construction of the valve addition and an estimate of repair costs for the surface impacts and repairs required. The cost estimate shall be based upon current industry historical and regional information, bid data, etc.

Deliverables

1. 60% and 100% plans
2. Specifications
3. Cost Estimate

TASK 6 – PERMITTING

Prior to construction, the Engineer will submit for and obtain permits. Permits anticipated in this scope include:

- FDEP construction permit – A permit determination will be completed with FDEP based on the final design. Depending upon the amount of pipeline modified, a permit for the valve addition / pipe modification may be required, and is included in this scope.
- City ROW permit - For construction within the easement of City maintained roads, a City ROW permit is anticipated. This does not include maintenance of traffic (MOT), roadway or stormwater design. MOT will be included as part of the construction effort by the contractor if required.
- County ROW permit – Congress Ave (CR 807) is a County Road. For construction along Congress Ave, a Palm Beach County ROW permit is anticipated. This does not include maintenance of traffic (MOT), roadway or stormwater design. MOT will be included as part of the construction effort by the contractor if required.
- FDOT or other permitting is not anticipated or included based on the pipeline corridor.

TASK 7 – BIDDING

It is anticipated that the Bid Set submittal will be advertised to hire a General Contractor to construct the Work. Carollo will submit bid documents in accordance with the City's requirements for public advertisement of the Project. The City will advertise and distribute the bidding documents as well as subsequent addenda to the potential bidders as part of this phase of the project.

Prebid Conference

Carollo will attend 1 prebid conference with the City's Purchasing Department and potential bidders. Carollo will summarize the discussion and decisions reached during the meeting. Carollo will submit the summary of the discussion to the City for review and acceptance.

Responses to Bidder Questions
Based upon questions received from the potential bidders, Carollo will prepare responses to and a subsequent addenda. Carollo assumes that the City will review Carollo's draft responses to bidder questions prior to them being issued to the bidders. Carollo will revise the responses based upon the City's comments in order to constitute they are acceptable to the City for amendment of the bid documents. It is presumed that the City will distribute the final addenda package to the potential bidders.

Evaluation of Bids
Carollo will evaluate the bids received in order to assess if the bidders are responsive and responsible in the perspective of the Engineer of Record. It is presumed that the City Purchasing Department will also review the bids in order to determine they meet the City's criteria for necessary bonds, insurance, M/WBE requirements, etc. Carollo will prepare a tabulation of the bids and prepare a Recommendation of Award Letter.

Conformed Set Submittal
Based upon the addenda produced, Carollo will conform the construction documents and develop the Conformed Set.

Deliverables

- Responses to Bidder Questions
- Recommendation of Award Letter
- Conformed Set Submittal - 1 signed and sealed hardcopy and PDF copy with drawings in AutoCAD format

TASK 8 – CONSTRUCTION SUPPORT SERVICES

Carollo will provide construction support services during the construction of the valve installation. It is anticipated that the work will be constructed over a duration of 6 months. It is presumed that the City Resident Project Representative (RPR) will observe the construction work, process pay requests, and other associated services not listed below to be performed by Carollo. It is presumed the City will perform services with respect to notifying and interacting with the Public regarding the Project. Carollo will provide the following limited construction administration services:

Preconstruction Conference
Carollo will attend and summarize the Preconstruction Conference. The City will generate the agenda and moderate the pre-con agenda.

Construction Progress Meetings
Carollo will attend up to 6 Progress Meetings during construction. It is anticipated that the City will hold some meetings on a regular basis and others on a monthly basis. Carollo will assist the City in the preparation of materials for the meeting as directed by the City. The City will determine the schedule for the progress meetings at the Preconstruction Conference. Carollo will summarize the progress meetings in coordination with the City's Construction Manager. The City's Construction Manager will review the meeting summaries prior to them being issued to the General Contractor.

Shop Drawing Submittals
Carollo will review construction submittals for the Project. Carollo will review submittals within 15 calendar days from receipt from the General Contractor. Carollo will develop and maintain a shop drawing log. For budget purposes it is anticipated that a total of 3 submittals will be processed.

Request for Information
Carollo will provide responses to up to Requests for Information (RFI) from the General Contractor. Carollo will develop and maintain a log of Requests for Information.

Site Visits
Carollo will attend up to 6 individual site visits during construction. The site visits will follow construction progress meetings. Carollo will prepare a summary of the site visits in order to document the observations. Issues with the work will be elevated to the City's Construction Manager for communication to the General Contractor.

Substantial and Final Completion Site Visits
Carollo will perform 1 Substantial Completion site visit and develop a punch list. Following completion of the punchlist by the General Contractor, Carollo will perform one Final Completion site visit.

Record Drawings
Carollo will utilize the General Contractors redline markups in order to develop a set of Record Drawings. Carollo will prepare a draft Record Drawing Submittal to the City. Based upon the City's review comments, Carollo will prepare and sign and seal the final Record Drawings.

FDEP Request for Approval to place a Domestic Wastewater Collection/Transmission System into Operation
Based on the required permits in Task 6, Carollo will complete the FDEP Form to place the new modifications into service. Carollo will document significant deviations from the permit application and the constructed condition. A draft of the required certifications will be submitted to the City for review prior to making the submittal to the regulatory agency.

Deliverables

- Preconstruction Conference Meeting Summary
- Construction Submittal Review Comments
- Request for Information Responses

- 1 Substantial Completion Punchlist
- Final Record Drawings - 1 signed and sealed hardcopy and drawings in AutoCAD format & PDF format.
- FDEP Request for Approval to place a Domestic Wastewater Collection/Transmission System into Operation

TASK 9 – MEETINGS/ PROJECT MANAGEMENT

Project Management. Monthly progress reports, tracking and managing the budget variance based on actual versus budgeted, maintaining the overall schedule, and coordination of subconsultants.

Progress Meetings. Progress meetings will be held monthly to discuss the progression and direction of the project, milestones that have been achieved, current work efforts, budget, schedule, and any issues that may arise.

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

Communications. Project management will include general communication among Carollo and Boynton staff members for overall facilitation, and to manage delivery of the project on time and within budget while meeting Boynton's goals.

COMPENSATION

The total compensation shown in the table below is based on the hourly maximum rates established in Exhibit A to the General Utilities Engineering Master Agreement.

Task	Description	Budget	Billing Method
1	Data Gathering	$7,333.00	Lump Sum
2	Operational Methodology and Flow Patterns	$5,125.00	Lump Sum
3	Preliminary Recommendations	$12,135.00	Lump Sum
4	Field Investigation	$43,695.00	Lump Sum/Per Item (Sub)
5	Design	$45,710.00	Lump Sum
6	Permitting	$10,015.00	Lump Sum
7	Bidding	$10,617.00	Lump Sum
8	Construction Support Services	$43,074.00	Lump Sum
9	Meetings / Project Management	$21,106.00	Lump Sum
	Total	**$198,810.00**	

The billing method shall be lump sum. Subconsultant will charge on a per item basis. A detailed fee breakdown is attached.

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

- Charges will be lump sum and invoiced on a monthly basis as a percent complete.
- Mileage will be charged at the IRS Reimbursement Rate of $0.58/Mile
- Charges for outside professionals (subconsultants) will be charged at 1.1 times their direct invoice to the ENGINEER.
- Rates and factors underlined in this section are subject to adjustment on an annual basis.

PROJECT SCHEDULE

The CLIENT and the ENGINEER upon agreement of the goals, objectives, and scope will develop milestones for each assignment if necessary. The overall schedule for this work order is estimated for 15 months after notice to proceed. Engineering design is estimated at a duration of 6 months, followed by bidding and construction. Note that the bidding and construction period/duration are based on City and Contractor schedules.

PROJECT ASSUMPTIONS

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

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

distribution system operational characteristics realized by the CLIENT or any third party in the future, except to the extent that such inconsistencies are determined to be the result of negligence or errors or omissions on the part of the ENGINEER.

SUBCONSULTANT PARTICIPATION

- Craig A Smith and Associates will provide subconsultant services for field investigation (Task 4) as follows, with additional detail attached:
    - Survey – provide survey for the proposed 6 locations for valve installation
    - SUE – provide up to 30 SUE locates for the force main or existing
    - GPR – provide GPR to locate utilities in the area of anticipated valve installation

Please contact us if you have questions or comments. We look forward to working with you on this project.

Sincerely,

CAROLLO ENGINEERS, INC.

Elizabeth Fujikawa, PE, LEED AP
Vice President

GENERAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT[1] is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and CAROLLO ENGINEERS, INC., hereinafter referred to as "the CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, the CITY'S Procurement Code, the City of Boynton Beach solicited proposals for professional consulting services from qualified engineering firms for required City services; and

WHEREAS, THE CITY issued a Request for Qualifications for General Consulting Services for the City of Boynton Beach, RFQ No. 046-2821-17/TP; and

WHEREAS, the City Commission designated CONSULTANT as one of several qualified consulting firms to provide General Consulting services to the CITY; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

ARTICLE 1 - SERVICES

1.1 CONSULTANT agrees to perform General Consulting Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies. The specified projects which may be assigned to CONSULTANT is in conjunction with:

[X]	Scope Category A	Water Plant Modifications, Capacity and Operations Evaluation
[X]	Scope Category B	Infrastructure Improvements and Evaluations
[X]	Scope Category C	Ancillary Studies and Services
	Scope Category D	Transportation Services
	Scope Category E	Architectural and Landscaping Design Services

1.2 SERVICE AND RESPONSIBILITIES

1.2.1 GENERAL: The CONSULTANT agrees to perform work assigned by Task Order(s) under such terms as set forth in the Task Order(s). The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.2.2 The CONSULTANT is responsible for defects in its work and in the work of its Sub-consultants' work.

[1] The term "Agreement" has the same meaning as the term "contract".

1.2.3 PRELIMINARY SERVICES PHASE: The CONSULTANT shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The CONSULTANT shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.

1.2.4 During the preliminary services phase, the CONSULTANT shall advise the CITY, based on CONSULTANT'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; CONSULTANT to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the CONSULTANT'S findings and recommendations.

1.2.4.1 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, and field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with their work, and providing other special field surveys.

1.2.4.2 Preliminary design services to be performed by the CONSULTANT shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.

1.2.4.3 CONSULTANT shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or

1.2.4.4 Upon authorization of the CITY, the CONSULTANT will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the CITY in matters relating to regulatory agency operations review or operating permit non-compliance; assist

with startup and operator training for newly installed or modified equipment and processes, and in the preparation of operating, maintenance and staffing manuals for the project.

1.2.5 BASIC SERVICES: The CONSULTANT shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.

1.2.6 Final design services shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits and landfill permits.

1.2.6.1 The CONSULTANT based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The CONSULTANT shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.

1.2.6.2 The CONSULTANT based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.

1.2.6.3 The CONSULTANT shall assist the CITY in the preparation of the necessary proposal information and forms.

1.2.6.4 The CONSULTANT shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by changes in codes, administrative and jurisdictional requirements

of general market conditions.

1.2.6.5 The CONSULTANT shall submit to the CITY for each project, electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.

1.2.6.6 CONSULTANT shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked up construction drawings to the CONSULTANT so that the CONSULTANT can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.

1.2.6.7 Prior to final approval of the Construction Documents by the CITY, the CONSULTANT shall conduct a thorough review and quality control evaluation of the entire work product for compliance with requirements of any local, state, or federal agency from which a permit or other approval is required. The CONSULTANT shall make sure that all necessary approvals have taken place.

1.2.6.8 Prior to each phased submittal, the CONSULTANT shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The CONSULTANT shall provide to the CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

1.2.6.9 The CONSULTANT shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The CONSULTANT shall comply with all of its governing laws, rules, regulations, codes, directives and other applicable federal, state and local requirements in preparation of the work.

1.2.7 The CONSULTANT shall provide the construction documents, technical specifications and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

1.2.8 The CONSULTANT following the CITY'S approval of the Construction Documents and the latest estimate of probable Construction Cost shall when so directed and authorized by the CITY, assist the CITY in obtaining proposals or negotiated proposals, and assist in preparing contracts for construction.

1.2.8.1 The CONSULTANT shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.

1.2.8.2 Any Opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since CONSULTANT has no control over market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the CONSULTANT or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events effecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the CONSULTANT renders the Final estimated probable Construction Cost of the Final Design Plans, the CONSULTANT shall not be responsible for any redesign without compensation which shall be mutually agreed to by the parties hereto.

1.2.8.3 The CONSULTANT shall provide the CITY with a list of recommended prospective bidders.

1.2.8.4 The CONSULTANT shall attend all pre-proposal/per-bid conferences.

1.2.8.5 The CONSULTANT shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.

1.2.8.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals or Invitation to Bid (two-step bid process), CONSULTANT shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.

1.2.8.7 If requested, CONSULTANT shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.

1.2.9 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The CONSULTANT shall also review change orders prepared and submitted by Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the percentage of work completed. The CONSULTANT will neither have

control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the construction of the assigned task order projects.

1.2.9.1 The CITY shall maintain a record of all change orders which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.

1.2.9.2 If the CONSULTANT is not the Construction Manager for the construction, the CITY shall notify the CONSULTANT within three (3) days of the discovery of any architectural/engineering error or omission so that the CONSULTANT can be part of the negotiations resolving the claim between the CITY and the Contractor.

1.2.10 The CONSULTANT shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the CONSULTANT shall sign the schedule of values indicated informed belief that the schedule of values constitute a reasonable, balanced basis for payment of the Application for Payment to the Contractor.

1.2.11 The CONSULTANT shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.2.16 "Resident Project Services" of this Agreement. The CONSULTANT'S observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the CONSULTANT will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the Work completed. The CONSULTANT shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The CONSULTANT shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for Payment, the CONSULTANT shall determine the amount due to the

Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the CONSULTANT will also represent to the CITY that to the best of its information and belief, based on what its observation have revealed; the Work is in accordance with the Construction Documents. The CONSULTANT shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

1.2.12 The CONSULTANT shall revise the Construction drawings and submit record or corrected drawings to the CITY to show those changes made during the construction process based on the marked up prints, drawings and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF files and AutoCad files in a form compatible with the CITY'S version of AutoCad formats for archival purposes.

1.2.13 The CONSULTANT shall attend regularly scheduled progress meetings on site bi-monthly or as otherwise determined based on a specific need established prior to construction by the CITY.

1.2.14 The CONSULTANT shall review change orders prepared and submitted by the Contractor for the CITY'S approval. CONSULTANT shall not authorize any changes in the work or time, no matter how minor without prior written approval by the CITY.

1.2.15 Each project's construction or demolition shall be considered complete upon compilation of a punchlist by CONSULTANT, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by CONSULTANT that all releases of liens are satisfied and written recommendation by CONSULTANT for final payment to the Contractor which shall be at the sole discretion of the CITY.

1.2.16 RESIDENT PROJECT SERVICES: During the Construction progress of any work, the CONSULTANT will if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the CONSULTANT. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but is not limited to the following:

- ❖ Conducting all pre-construction conferences;
- ❖ Conducting all necessary construction progress meetings;
- ❖ Observation of the work in progress to the extent authorized by the CITY;
- ❖ Receipt, review coordination and disbursement of shop drawings and other submittals;
- ❖ Maintenance and preparation of progress reports;

- ❖ Field observation and verification of quantities of equipment and materials installed;
- ❖ Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
- ❖ Maintenance at each project site on a current basis of all drawings, specifications, contracts, samples, permits, and other project related documents, and at the completion of each project, deliver all such records to the CITY;
- ❖ Preparation, update and distribution of a project budget with each project schedule;
- ❖ Notification to the CITY immediately if it appears that either each project schedule or each project budget will not be met;
- ❖ Scheduling and conducting monthly progress meetings at which CITY, Engineer, general contractor, trade contractor, utilities representatives, suppliers can jointly discuss such matters as procedures, progress, problems and scheduling.
- ❖ Recommending courses of action, and enforcing action selected by the CITY, if so directed by the CITY, if the general and/or trade contractors are not meeting the requirements of the plans, specifications, and Construction Contract;
- ❖ Development and implementation of a system for the preparation, review, and processing of change orders;
- ❖ Maintenance of a daily log of each project;
- ❖ Recording the progress of each project, and submission of written monthly progress reports to the CITY including information on the Contractors' work and the percentage of completion;
- ❖ Determination of substantial and final completion of work and preparation of a list of incomplete and unsatisfactory items, and a schedule of their completion; and
- ❖ Securing and transmitting to the CITY, required guarantees; affidavits; releases; key manuals; record drawings; and maintenance stocks;

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the CONSULTANT or the CITY in connection with the work. The Resident Project Representative shall be a person acceptable to the CITY, and the CITY shall have the right to employ personnel to observe the work in progress, provided however that such personnel as employed by the CITY, and such personnel will be responsible directly to the CITY in the performance of work that would otherwise be assumed and performed by the CONSULTANT. The Resident Project Representative shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Resident Project Representative be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Resident Project Representative shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

Although CONSULTANT shall not be responsible for health or safety

programs or precautions related to CITY"s activities or those of CITY's other contractors and consultants or their respective subcontractors and vendors ("Contractors"), CONSULTANT shall nonetheless report to the Resident Project Representative health and safety conditions or deficiencies observed by CONSULTANT'S employees or representatives. CONSULTANT shall not be responsible for CITY's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of CONSULTANT. CONSULTANT shall not be responsible for inspecting, observing, or correcting health or safety conditions or deficiencies of CITY, Contractors or others at project site ("Project Site") other than for CONSULTANT's employees, subconsultants and vendors.

1.3 ADDITIONAL SERVICES

1.3.1 When additional services are necessary they shall be specified in the written Task Order. Examples of additional (not exclusive) services are:

- ❖ Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with any particular project.
- ❖ Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by or to the CITY.
- ❖ Services resulting from significant changes in the general scope, extent or character of any particular project or its design including but not limited to, changes in size, complexity, the CITY'S schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the CONSULTANT'S control.
- ❖ Providing renderings or models for the CITY'S use.
- ❖ Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.
- ❖ Investigations and studies involving but not limited to, detailed considerations of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.
- ❖ Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the CONSULTANT (e.g. defective plans and/or specifications which inhibit contractors from submitting

proposals) in which event there shall be no additional cost for the provision of such services.

- ❖ Preparing to serve or serving as a CONSULTANT or witness for the CITY in any litigation, arbitration or other legal or administrative proceeding.
- ❖ Additional services in connection with a project not otherwise provided in this Agreement.
- ❖ Services in connection with a project not otherwise provided for in this Agreement.
- ❖ Services in connection with a field order or change order requested by the CITY.
- ❖ Providing artwork, models, or renderings as requested by the CITY.

1.3.2 When required by the Construction Contract documents in circumstances beyond the CONSULTANT'S control, and upon the CITY'S authorization, it will furnish the following additional services.

- ❖ Services in connection with work changes necessitated by unforeseen conditions encountered during construction.
- ❖ Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the CONSULTANT.
- ❖ Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the CONSULTANT or if the CONSULTANT fails to notify the Contractor of the deficient quality of their workmanship pursuant to CONSULTANT'S duties as described in the Contract Documents, the CONSULTANT'S additional services shall be deemed part of Basic Services and compensated as such.
- ❖ Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.
- ❖ Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.
- ❖ Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the CONSULTANT in which case such services shall be deemed Basic Services. Except when caused by a design error by the CONSULTANT, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.4 CITY'S RESPONSIBILITIES

1.4.1 The CITY shall do the following in a timely manner so as not to delay the services of the CONSULTANT:

1.4.1.1 Designate in writing a person or persons to act as the CITY'S representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the CONSULTANT'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this AGREEMENT based on the specific task orders/written task orders from each of the Scope Categories.

1.4.1.2 Provide all criteria and full information as to the CITY'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

1.4.1.3 Assist the CONSULTANT by providing at the CONSULTANT'S request all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

1.4.1.4 Furnish to the CONSULTANT, if required for the performance of CONSULTANT'S services (except where otherwise furnished by the CONSULTANT as Additional Services), the following:

1.4.1.5 Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment;

1.4.1.6 Appropriate professional interpretations of all of the foregoing;

1.4.1.7 Environmental assessment and impact statements;

1.4.1.8 Property, boundary, easement, right-of-way, topographic and utility surveys;

1.4.1.9 Property descriptions;

1.4.1.10 Zoning, deed and other land use restrictions;

1.4.1.11 Approval and permits required in the CITY'S jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the CONSULTANT; and

1.4.1.12 Arrange for access to make all provisions for the CONSULTANT to enter upon the CITY'S property as required for the CONSULTANT to perform services under this Agreement.

1.4.1.13 Consistent with the professional standard of care and unless otherwise specifically provided herein, CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

1.5 SEQUENCE OF EVENTS

1.5.1 Following receipt of any task order/written task order, the CONSULTANT shall submit to the CITY, at least five (5) days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

1.5.2 Task orders will be issued to the CONSULTANT in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by CONSULTANT pursuant to this Agreement.

1.5.3 Proposals received by CONSULTANT as a result of task order/written task order that exceeds $25,000 in cost will require approval from CITY Commission before execution of services in accordance with the CITY'S Procurement Administrative Policy.

1.5.4 When the CITY issues task orders to the CONSULTANT, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of CONSULTANT,failure of the CONSULTANT to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.

1.5.5 It is anticipated and intended that the CONSULTANT will be authorized to begin new task orders on a "rolling" basis, as some already assigned task orders near timely completion. If a subsequent Task Order is issued to the CONSULTANT before it has completed the current task order, the completion date for each Task Order will remain independent of each other so that the CONSULTANT will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to complete the "older" task orders in a timely manner, may adversely impact upon continued early authorization to start a subsequent work.

1.5.6 When the CONSULTANT has exceeded the stated completion date including any extension for extenuating circumstances which may have been granted, a written notice of Default will be issued within seven (7) days of the date that the default became active with a requirement of seven (7) days to cure said default, to the CONSULTANT and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.

1.5.7 Should the CONSULTANT exceed the assigned completion time, the CITY reserves the right not to issue to the CONSULTANT any further task orders until such time as it is no longer in default, and the CONSULTANT has demonstrated to the CITY'S satisfaction, the reasons for tardy completion

have been addressed and are not likely to be repeated in subsequent task orders. This restricted issuance provision may result in the CONSULTANT not being issued all of the planned work the CITY anticipated in this Agreement. The CONSULTANT shall have no right to the balance of any work, or to any compensation associated with these non-issued task orders due to the CONSULTANT being rendered in default.

1.5.8 Should the CONSULTANT remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.5.6 the CITY may at its sole option retain another CONSULTANT to perform any work arising out of this Agreement and/or terminate this Agreement.

1.6 DEFINITION OF DEFAULT

1.6.1. An event of default shall mean a material breach of this Agreement . Without limiting the generality of the foregoing and in addition to those instances referred to as a material breach, an event of default shall include the following:

- ❖ CONSULTANT has not performed services on a timely basis due to CONSULTANT'S negligent errors or omissions;
- ❖ CONSULTANT has refused or failed to supply enough properly skilled personnel;
- ❖ CONSULTANT has failed to make prompt payments to SUB-CONSULTANTS or suppliers for any services after receiving payment from the CITY for such services or supplies;
- ❖ CONSULTANT has failed to obtain the approval of the CITY where required by this Agreement;
- ❖ CONSULTANT has refused or failed to provide the services as defined in this Agreement;
- ❖ CONSULTANT has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within ninety (90) days of such date.
- ❖ **CITY has failed to make payments to CONSULTANT in accordance with the requirements of this Agreement**

1.6.2 In the event of Default, the CONSULTANT shall be liable for all damages resulting from the Default including:

- ❖ The difference between the amount that has been paid to the CONSULTANT and the amount required to complete the CONSULTANT'S work, provided the fees by the firm replacing the CONSULTANT are reasonable and the hourly rates do not exceed the CONSULTANT'S rates. This amount shall also include procurement and administrative costs incurred by the CITY.
- ❖ In the event of default by the City, CONSULTANT may suspend the Work pending receipt of such payment.

1.6.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing, and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY'S rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

ARTICLE 2 - TERM

2.1 The initial Contract period shall be for an initial two (2) years, commencing at the execution of the contract, and the City reserves the right to unilaterally renew the contract for three (3) additional one (1) year periods under the same terms, conditions. The CONSULTANT understands and acknowledges that the Services to be performed during the two (2) year term will be governed by this Agreement, and that there is no guarantee of future work being given to the CONSULTANT.

2.2 In the event that services are scheduled to end either by contract expiration or by termination by the CITY (at the CITY'S discretion), the CONSULTANT shall continue the services, if requested by the CITY, or until task or tasks is/are completed. At no time shall this transitional period extend more than one-hundred and eighty (180) calendar days beyond the expiration date of the existing contract. The CONSULTANT will be reimbursed for this service at the rate in effect when this transitional period clause was invoked by the CITY.

ARTICLE 3 - TIME OF PERFORMANCE

3.1 Work under this Contract shall commence upon the giving of written notice by the CITY to the CONSULTANT by way of an executed task order and resultant task order. CONSULTANT shall perform all services and provide all work product required pursuant to this Contract and the specific task order by the Sequence of Events, or unless an extension of time is granted in writing by the CITY.

ARTICLE 4 - PAYMENT

4.1 The CONSULTANT shall be paid by the CITY for completed work and for services rendered under this agreement as follows:

- Payment for the work provided by CONSULTANT shall be made in accordance with the Fee Schedule as provided in Exhibit "A" attached hereto.
- Payment as provided in this Section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
- Compensation for sub-CONSULTANTS will be negotiated based on each task order. Compensation will be through a direct mark-up in

accordance with the Schedule of Professional Fees attached hereto. Sub-consulting services shall be approved by the CITY'S representative prior to performance of the sub-consulting work. Consulting time for processing and management of the sub-CONSULTANT shall not be included in direct costs as the direct mark-up is applied for management efforts.

- The CONSULTANT may submit vouchers to the CITY once per month during the progress of the Work for partial payment for project completed to date. Such vouchers will be verified by the CITY, and upon approval thereof, payment will be made to the CONSULTANT in the amount approved.

- In certain cases where incremental billing for partially completed Work is permitted by the CITY'S representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

- Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the CONSULTANT shall submit a not-to-exceed proposal to the CITY'S representative for prior approval based on estimated labor hours and hourly rates which shall not exceed the established hourly rates as per the Schedule of Professional Fees attached hereto, plus sub-CONSULTANT services and other related costs supporting the proposed work. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not-to-exceed cost amount.

- Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY, which shall occur no later than 30 days following receipt of the invoice.

- Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are considered waived by the CONSULTANT.

- The cost of all services as stated herein shall remain fixed and firm for the initial two (2) year period of the contract. Costs for subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S.

Department Labor. The yearly increase, or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the CONSULTANT, a reasonable reduction in costs that reflect such changes in the industry.

- The CITY may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Contract may be cancelled by the CITY upon giving thirty (30) calendar days written notice to the CONSULTANT

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

5.1 Upon completion of the project and final payment to CONSULTANT, all documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this Contract the documents shall be the property of the CITY whether the Project for which they are made is executed or not. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design features on other projects. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT'S endeavors. Any use of the documents for purposes other than as originally intended by this Contract, without the written consent of CONSULTANT, shall be at the CITY'S sole risk and without liability to CONSULTANT and CONSULTANT'S sub-CONSULTANTS.

ARTICLE 6 - FUNDING

6.1 This Contract shall remain in full force and effect only as long as the expenditures provided in the Contract have been appropriated by the City Commission of Boynton Beach in the annual budget for each fiscal year of this Contract, and is subject to termination based on lack of funding.

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

7.1 CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Contract and that it will retain and assign qualified professionals to all assigned projects during the term of this Contract. CONSULTANT'S services shall meet a standard of care for professional engineering and related services equal to the standard of care for engineering professional practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed

by CONSULTANT shall provide services to CITY pursuant to this Contract. CITY has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent shall not be unreasonably withheld.

ARTICLE 8 - COMPLIANCE WITH LAWS

8.1 CONSULTANT shall, in performing the services contemplated by this service Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract, shall review and comply with laws, regulations, codes and standards in effect as of the date of this agreement that are applicable to CONSULTANT'S services and shall exercise professional care and judgment to comply with requirements imposed by governmental authorities having jurisdiction over the project. Should changes in any law, ordinance, or regulation result in increased costs or delays to services rendered, both parties agree to an equitable adjustment to schedules and prices.

ARTICLE 9 - INDEMNIFICATION

9.1 Subject to the limiting provisions of Florida Statute 725.08, CONSULTANT shall indemnify, and hold harmless the CITY, its offices, agents and employees, from and against any and all losses, or any portion thereof, including reasonable attorneys' fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT'S own employees, or damage to property to the extent caused by negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in performance of CONSULTANT'S duties. Neither party to this Contract shall be liable for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that my result from this Contract or out of the services or goods furnished hereunder.

9.2 To the greatest extent permitted pursuant to Section 725.06, Florida Statutes, CONSULTANT's indemnification obligation (when providing services to CITY) shall not exceed the value of CONSULTANT's total compensation. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF CONSULTANT MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES AGREEMENT

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide certificates of insurance evidencing such coverages and limits, and shall be written by an insurance company authorized to do business in Florida.

10.1.1 Worker's Compensation Insurance: The CONSULTANT shall procure and maintain for the life of this Contract, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. CONSULTANT shall include the Worker's Compensation and Employer's Liability Insurance requirements in its subcontracts. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-CONSULTANT that does not have their own Worker's Compensation and Employer's Liability Insurance, unless not required by statute. The policy must contain a waiver of subrogation in favor of the CITY of Boynton Beach, executed by the insurance company.

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 9, "Indemnification" of this Contract. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from CONSULTANT'S negligent performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY, except for cancellation due to non-payment of premium.

10.1.3 Business Automobile Liability: The CONSULTANT shall procure and maintain, for the life of this Contract, Business Automobile Liability Insurance. The CONSULTANT shall maintain a $1,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

10.1.4 Professional Liability (Errors and Omissions) Insurance: The CONSULTANT shall procure and maintain for the life of this Contract in the minimum amount of $1,000,000 per claim/aggregate.

10.2 It shall be the responsibility of the CONSULTANT to ensure that all sub-CONSULTANTS comply with the same insurance requirements referenced above.

10.3 In the judgment of the CITY, prevailing conditions warrant the provision by the CONSULTANT of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONSULTANT of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONSULTANT fail or refuse to satisfy the requirement of changed coverage within the thirty (30) days following the CITY'S written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONSULTANT, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above if coverage is not otherwise renewed for Comprehensive Liability Insurance on a claims-made policy only.

ARTICLE 11 - INDEPENDENT CONTRACTOR

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

11.2 CONSULTANT acknowledges and understands that, as an independent CONSULTANT pursuant to this Agreement, CONSULTANT shall comply with Chapter 119, Florida Statutes, as amended (Public Records). CONSULTANT'S obligation includes, but is not limited to CONSULTANT'S obligation to preserve public records and make public records available to third parties in addition to the CITY.

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

12.1 The CONSULTANT warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the CITY shall have the right to annul this Contract without liability or, in its discretion to deduct from the contract

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract is accurate, complete, and current as of the date of the Contract.

13.2 The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside CONSULTANTS. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 14 - SUBCONTRACTING

14.1 The CITY reserves the right to accept the use of a SUB-CONSULTANT or to reject the selection of a particular sub-CONSULTANT and to inspect all facilities of any SUB-CONSULTANTS in order to make a determination as to the capability of the SUB-CONSULTANT to perform properly under this contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any sub CONSULTANTS on this project the following provisions of this Article shall apply:

14.2 If a SUB-CONSULTANT fails to perform or make progress, as required by this Contract, and it is necessary to replace the SUB-CONSULTANT to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new SUB-CONSULTANT by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

14.3 The CONSULTANT, its SUB-CONSULTANTS, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and it's agreement with the SUB-CONSULTANT for work to be performed for the City the CONSULTANT must incorporate the terms of this contract.

ARTICLE 15 - DISCRIMINATION PROHIBITED

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

ARTICLE 16 - ASSIGNMENT

16.1 The CONSULTANT shall not sublet or assign any of the services covered by this Contract without the express written consent of the CITY.

ARTICLE 17 - NON-WAIVER

17.1 A waiver by either CITY or CONSULTANT of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 18 – TERMINATION

18.1 Termination for Convenience: This Contract may be terminated by the CITY for convenience, upon ten (10) days of written notice by the terminating party to the other party for such termination in which event the CONSULTANT shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the CONSULTANT abandons the Contract or causes it to be terminated, CONSULTANT shall indemnify the CITY against loss pertaining to this termination.

18.2 Termination for Default: In addition to all other remedies available to the CITY, this Contract shall be subject to cancellation by the CITY for cause, should the CONSULTANT neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure continue for a period of thirty (30) days after receipt by CONSULTANT of written notice of such neglect or failure. In the event of non-payment of other material breach of this Contract by CITY, the Contract is subject to cancellation by CONSULTANT should such condition continue for a period of thirty (30) days after receipt by CITY of written notice of breach.

ARTICLE 19 – DISPUTES AND VENUE

19.1 Any dispute arising out of the terms or conditions of this Contract shall be adjudicated within the courts of Florida. Further, this Contract shall be construed under Florida Law. Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Contract. The parties agree that any action arising out of this Contract shall take place in Palm Beach County, Florida.

ARTICLE 20 – UNCONTROLLABLE FORCES

20.1 Neither the CITY nor CONSULTANT shall be considered to be in default of this Contract if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and

governmental actions. In such circumstances, parties agree to an equitable adjustment of schedules and prices.

20.2 Neither party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

ARTICLE 21 – CITY-PROVIDED INFORMATION AND SERVICES

21.1 CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT'S services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT'S services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by CITY or others in performing CONSULTANT'S services under this Agreement.

ARTICLE 22 – ESTIMATES AND PROJECTIONS

22.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, CONSULTANT makes no warranty that CITY'S actual project costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT'S opinions, analyses, projections, or estimates.

ARTICLE 23 – THIRD PARTIES

23.1 The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT'S performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT'S services hereunder.

ARTICLE 24 - NOTICES

24.1 All notices required in this Contract shall be sent to the CITY and shall be mailed to:

City of Boynton Beach
Attn: Utilities Director
124 E. Woolbright Road
Boynton Beach, FL 33435

Copy to:
City of Boynton Beach
Attn: Procurement Services
P.O. Box 310
Boynton Beach, FL 33425

And Notices to CONSULTANT, shall be sent to the following address:

CAROLLO ENGINEERING, INC.
Attn: Elizabeth Fujikawa
9897 Lake Worth Road
Suite 302
Lake Worth, FL 33467

ARTICLE 25 - INTEGRATED AGREEMENT

25.1 This Contract, together with the RFQ/RFP and any addenda and/or attachments, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements written or oral. This Contract may be amended only by written instrument signed by both CITY and CONSULTANT.

25.2 In the event of a conflict between a provision of this Agreement and a provision of an individual Task Order, the provision of the Task Order will control.

ARTICLE 26 - SOVEREIGN IMMUNITY

26.1 CITY is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statute, as may be emended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Contract, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to any successor statute thereof. To the contrary, all terms and provision contained in the Contract, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to the State's subdivisions by state law.

26.2 In connection with any litigation or other proceeding arising out of the Contract, the prevailing party shall be entitled to recover its own costs and attorney fees through and including any appeals and any post-judgment proceedings. CITY'S liability for costs and attorney's fees, however, shall not alter or waive CITY'S entitlement to sovereign immunity, or extend CITY'S liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

ARTICLE 27 – PUBLIC RECORDS

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

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

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

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

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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

(CITY CLERK)
P.O. BOX 310
BOYNTON BEACH, FLORIDA, 33425
561-742-6061.
PYLEJ@BBFL.US

Article 28 - LIMITATION OF LIABILITY

THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CITY AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST CONSULTANT, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("CONSULTANT'S COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT'S COVERED PARTIES SHALL NOT EXCEED THE VALUE OF CONSULTANT'S SERVICES UNDER THE ASSIGNED TASK ORDER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

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 22nd day of August, 2018.

CITY OF BOYNTON BEACH

City Manager

ELIZABETH FUJIKAWA/
LYLE MUNCE

CONSULTANT

CAROLLO ENGINEERS, INC. CORPORATE SEAL carollo DELAWARE

(Corporate Seal)

Attest/Authenticated:

Title

City Clerk

Approved as to Form:

Office of the City Attorney

Attest/Authenticated:

Michael W. Barnes, Secretary

EXHIBIT "A"

FEE SCHEDULE

FIRM: Carollo Engineers, Inc.

DATE: March 14, 2018

Personnel Classifications	**Hourly Rate**
Principal	$279.00
Project Manager	$279.00
Senior Engineer	$202.00
Process Engineer	$202.00
Sr Electrical Egn.	$257.00
Elec. Egn.	$202.00
Process Control/Inst. Egn.	$202.00
Sr. Mechanical Engineer	$257.00
Mechanical Engineer	$202.00
Engineer	$162.00
Designer	$140.00
GIS Specialist	$185.00
CADD/Technician	$140.00
Public Relations Specialist	N/A
Construction Inspector	$141.00
Sr. Rate analyst	$202.00
Clerical/Administrative	$105.00

Reimbursable Expenses:

Direct costs such as postage, prints, delivery service will be billed at cost.

EXHIBIT "B"

City of Boynton Beach Risk Management Department

INSURANCE ADVISORY FORM

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

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS

Date:		Name of Firm:					
Office Location:							
1.	Service:	(Check One)	☐	Planning/Study Activity, Report, Other			
			☐	Design/Engineering Services/Preliminary Bid Document			
			☐	Final Document/Bidding/Contractor Award			
			☐	Construction Phase/Completion			
2.	Name of Project:						
3.	Project Manager:						
CONSTRUCTION CONTRACT DATA							
5.							
a. Engineer's estimate:		$		Final Cost:	$		
b. Substantial Construction Completion Date:							
c. Final Construction Completion Date:							
6.	Overall Rating	(Check One)	☐	Unsatisfactory			
			☐	Poor			
			☐	Fair			
			☐	Good			
			☐	Excellent			
7.	Recommended for Future Contracts?		☐	Yes	☐	No	☐ Conditional
If other than yes, provide detailed explanation on a separate sheet of paper.							
8.	Name, title, and office of rating officer (e.g. Utilities Director):						
9.	Signature of rating officer:						

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

DESIGN/ENGINEERING SERVICES AND PRELIMINARY BID DOCUMENT PREPARTION PHASE

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough site investigation	1	2	3	4	5	
2.	Meeting cost limitations	1	2	3	4	5	
3.	Design/results suitability	1	2	3	4	5	
4.	Cooperative & responsive	1	2	3	4	5	
5.	Timeliness of submissions	1	2	3	4	5	
6.	*Plans clear/detailed	1	2	3	4	5	
7.	*Plan/spec accuracy	1	2	3	4	5	

*Preliminary administrative/limited staff review/evaluation of levels of clarity, accuracy, and coordination between disciplines.

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

FINAL DOCUMENT PREPARATION, BID, & AWARD BY CONSULTANT

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Specs afford competition	1	2	3	4	5	
2.	Specs complete/thorough	1	2	3	4	5	
3.	Accuracy of documents	1	2	3	4	5	
4.	Requirements within engineer's estimate	1	2	3	4	5	
5.	Cooperative attitude	1	2	3	4	5	
6.	Timeliness of submissions	1	2	3	4	5	
7.	Pre-bid conference participation	1	2	3	4	5	
8.	Response to inquiries	1	2	3	4	5	
9.	Bid evaluation quality/timeliness	1	2	3	4	5	
10.	Response to building & permitting agencies	1	2	3	4	5	
11.	Addendum preparation & permit applications	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

CONSTRUCTION PHASE COMPLETION

	Rate numerically 1 to 5 with 5 being the highest score						N/A
1.	Drawings Reflect True Conditions	1	2	3	4	5	
2.	Plans/Specs Accurate/Coordinated	1	2	3	4	5	
3.	Design Constructability	1	2	3	4	5	
4.	Timeliness/Quality of Processing Submittals	1	2	3	4	5	
5.	Product/Equipment Selection Availability	1	2	3	4	5	
6.	Field Consultation and Investigations	1	2	3	4	5	
7.	Quality of Support Services	1	2	3	4	5	
8.	Overall Construction Contract Administration	1	2	3	4	5	
9.	Project Closeout Documentation Review	1	2	3	4	5	
10.	Validity of Claims for Extra Costs	1	2	3	4	5	
11.	Did Consultant provide sufficient copies of signed plans to allow for timely review and approval by all Permitting Agencies?	1	2	3	4	5	
12.	Did the Consultant actively participate in overcoming problems with the Contractor, Building Officials and/or Regulatory Agencies?	1	2	3	4	5	
13.	Change Order Processing (Accuracy, Timeliness, Documentation, etc.)	1	2	3	4	5	
14.	Did the Consultant exercise adequate/effecting coordination and control of subconsultant(s) or associate(s) work and paperwork?	1	2	3	4	5	
15.	Proactive Participation in Resolution of Dispute(s)?	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS
(continued)

PLANNING/STUDY ACTIVITY, REPORT, OTHER

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough investigation of situation or activity	1	2	3	4	5	
2.	Cooperative attitude	1	2	3	4	5	
3.	Timeliness of submissions	1	2	3	4	5	
4.	Accuracy of documents	1	2	3	4	5	
5.	Did the Consultant offer cost saving solutions?	1	2	3	4	5	
6.	Did the Consultant actively participate in problem solving?	1	2	3	4	5	
7.	Overall results	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION:
Approve an increase to the estimated annual expenditure to the "Cooperative Bid to Furnish, Deliver and Discharge Quicklime" with Lhoist North America by an $170,000 increasing estimated annual expenditure from $350,000 to $520,000 for the remainder of fiscal year 2019.

EXPLANATION OF REQUEST:
Initial Bid Term: December 16, 2017 - December 15, 2019
The City of Boynton Beach is lead agency on this cooperative bid that includes the Cities of Delray Beach and Lake Worth. The current contract term is from 12-16-2017 to 12-15-2019 City Commission approved an annual expenditure of $350,000 in 12-05-2017. Chemicals usage is dependent upon output from the treatment plant and meeting water quality goals to provide excellent drinking water to our customers.

Water production at this plant has increased as compared to last fiscal year. This has resulted in higher than anticipated usage of quicklime. An engineering consultant who was recently retained, by the City of Boynton Beach, to perform an evaluation on lime softening practices at the water treatment plant, concluded that the current lime dosing was at its optimal setting for this plant.
The Utility will be issuing a bid for the procurement of quicklime needed beyond December 2019 and will return to Commission for further approval following completion of the bid process.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
Quicklime is necessary to prevent scaling in the water pipelines and in reducing *hardness* in the water supply. Lhoist North America has been a reliable vendor that has consistently provided the Utilities Department with high-quality quicklime over the past several years.

FISCAL IMPACT: Budgeted
Funding is available in Utilities account 401-2811-536-52.35 . Recent fiscal expenditures for this chemical are as follows:

- FY13/14 $305,000
- FY14/15 $296,502
- FY15/16 $269,258
- FY16/17 $400,000
- FY17/18 $419,155
- FY18/19 to date $340,000

ALTERNATIVES:
None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Attachment	Agenda item that awarded bid
🗋	Bid	Bid Document

7.A.
BIDS AND PURCHASES OVER $100,000
12/5/2017

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 12/5/2017

REQUESTED ACTION BY COMMISSION:
Approve award of the "Co-Operative Bid To Furnish, Deliver And Discharge Bulk Quicklime", Bid No.: 002-2821-18/IT, to Lhoist North America of Alabama, LLC as the lowest, responsive and responsible bidder meeting all specifications. The estimated annual expenditure is $350,000. This product will be ordered on an "As Needed" basis.

EXPLANATION OF REQUEST:
Initial Bid Term: December 16, 2017 - December 15, 2019

The City of Boynton Beach is lead agency on this co-operative bid that includes the Cities of Lake Worth and Riviera Beach. Bid proposals were solicited based on chemical specifications for quicklime and quantities for the three participating Cities. On November 28, 2017, Procurement Services received and opened two (2) bid proposals for the supply of quicklime.

AGENCY	EST. ANNUAL QTY. (TONS)	TOTAL PRICE PER TON	
		Carmeuse Lime and Stone	Lhoist N. America of Alabama
City of Boynton Beach	1,500	$305.71	$299.07
City of Lake Worth	550	$305.71	$299.07
City of Riviera Beach	1,268	*See below	$300.83

*Carmeuse did not return Addendum No. 1 to the Bid which added the City of Riviera Beach's estimated annual requirements and revised the bid price sheet.

The bid from Carmeuse Lime and Stone is hereby rejected as non-responsive for failure to return Addendum No. 1 to the Bid. Based upon the bid submittals, staff recommends that the bid be awarded to Lhoist North America of Alabama, LLC as the lowest responsive and responsible bidder. The initial bid term is for a period of two years with the option to renew for three (3) additional one-year terms.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
Lack of, or poor quality, quicklime may result in the scaling of pipelines and increased water hardness to consumers. The purpose of this bid award is to secure a source to provide the best quality quicklime at the most economical price, with delivery to various governmental entities that have elected to participate in the Co-operative bid.

FISCAL IMPACT:
Funds are available in account 401-2811-536-52-35. Recent fiscal expenditures for this chemical are:

- FY 12/13 - $264,826
- FY 13/14 - $304,180
- FY 14/15 - $296,501
- FY 15/16 - $269,257
- FY 16/17 - $372,699

ALTERNATIVES:
The City of Boynton Beach could explore the use of other coagulants or anti-scalants. However, this may lead to higher water treatment costs or possible water quality infractions.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Tab Sheets	Tab Sheet - Quicklime
🗋	Bid	Bid Submittal - Lhoist North America

lhoist

ORIGINAL

November 21, 2017

City Boynton Beach
Manager of Purchasing
100 E. Boynton Beach Boulevard
Boynton Beach, FL 33425

To Whom It May Concern:

Lhoist North America of Alabama, LLC would like to thank you for the opportunity to submit our bid for the City of Boynton Beach's Quicklime Requirements – Bid No. 002-2821-18/IT.

Please find attached the completed bid forms, as well as any requested attachments.

Should you have any questions, or need additional information, please do not hesitate to contact our Florida Sales Manager, Dale James, at 314-614-4950 or via email at dale.james@lhoist.com

Sincerely,

Lhoist North America of Alabama, LLC

Elizabeth A. Hart
Florida Sales Coordinator

Encls.

Florida Sales Office
1479 Town Center Drive, Suite 229
Lakeland, FL 33803
877-644-9010

INVITATION TO BID FOR FURNISH, DELIVER AND DISCHARGE BULK QUICKLIME

BID No.: 002-2821/18/IT

BID OPENING DATE: NOVEMBER 28, 2017
BID OPENING TIME: 2:30 P. M. (LOCAL TIME)
PURCHASING SERVICES, CITY HALL

The City of Boynton Beach

Purchasing Services
100 E. Boynton Beach Boulevard
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6323
FAX: (561) 742-6316

INVITIATION TO BID

FOR

"FURNISH, DELIVER, AND DISCHARGE BULK QUICKLIME"

BID No.: 002-2821-18/IT

Sealed bids will be received in PURCHASING SERVICES, City of Boynton Beach, 100 E. Boynton Beach Boulevard, or mail to P.O. Box 310, Boynton Beach, Florida 33425-0310 on or by: **November 28, 2017; No Later Than 2:30 P.M. (Local Time).**

Bids will be opened in: **PROCUREMENT SERVICES-CITY HALL**
2ND FLOOR unless otherwise designated.

Bids received after the assigned date and time will not be considered. The Procurement Services time stamp shall be conclusive as to the timeliness of filing. The City of Boynton Beach is not responsible for the U.S. Mail or private couriers with regard to mail being delivered by a specified time so that a bid can be considered. If no award has been made, the City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid.

Sealed bids or proposals received by the City in response to an invitation to bid are exempt from public records disclosure requirements until the City provides a notice of decision or **thirty (30) days** after the opening of the proposal/bid, whichever is sooner. If the City rejects all bids or proposals submitted in response to an invitation to bid or request for proposals and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids or proposals remain exempt from public records disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all bids, proposals, or replies. Requests for bid or proposal documents should be submitted to the City Clerk's Office. Documents may be inspected without charge, but a charge will be incurred to obtain copies.

CONE OF SILENCE

After the deadline to submit a proposal, a bid, or other response to a competitive solicitation, City Staff Members and Members of the City Commission are prohibited from communicating directly or indirectly with bidders or proposers, regarding the substance of the bid or proposals until such time as the City Commission (1) awards or approves a contract, (2) rejects all bids or responses, or (3) otherwise takes action which ends the solicitation process. (City Code Section 2-234). Improper communications during this "cone of silence" period can result in penalties to a proposer or bidder as set forth in City Code Section 2-236.

Any questions relative to any item(s) or portion of this bid should be directed to Ilyse Triestman, Purchasing Manager; Telephone: (561) 742-6322, E-mail: triestmani@bbfl.us

SCOPE OF BID: The purpose of this Invitation to Bid is to secure a source to furnish, deliver and discharge Bulk Quicklime for a two-year term at the best possible price for the Cities of Boynton Beach and Lake Worth.

Contact:	**City of Boynton Beach Purchasing Services** **100 E. Boynton Beach Boulevard** **Boynton Beach, FL 33435** **Ilyse Triestman, Purchasing Manager** **(561) 742-6322 or triestmani@bbfl.us**
Office Hours:	**MONDAY – FRIDAY, 8:00 A.M. TO 5:00 P.M.**

INVITATION TO BID

FOR

"FURNISH, DELIVER, AND DISCHARGE BULK QUICKLIME"

BID No.: 002-2821-18/IT

Section 1 – SUBMITTAL INFORMATION

A. The City of Boynton Beach will receive bid responses until **November 28, 2017** at **2:30 P.M. (LOCAL TIME)** in Purchasing Services located on the second floor of City Hall, 100 E. Boynton Beach Boulevard, Boynton Beach, FL. 33435.

B. Any responses received after the above stated time and date will not be considered. It shall be the sole responsibility of the proposer to have their bid response **delivered to Purchasing Services** for receipt on or before the above stated time and date. It is recommended that responses be sent by an overnight air courier service or some other method that creates proof of submittal. Bid responses that arrive after the above stated deadline as a result of delay by the mail service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the proposer's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the bid and prior to the award being made.

C. If any addendum(s) are issued to this Bid, the City will attempt to notify all prospective bidders who have secured same, however, it shall be the responsibility of each bidder, prior to submitting the bid response, to contact the City Procurement Services at (561) 742-6322 to determine if any addendum(s) were issued and to make any addendum acknowledgements as part of their bid response.

D. **One (1) original, so marked, and three (3) copies,** of the bid response shall be submitted in one sealed package clearly marked on the outside "**BID TO FURNISH, DELIVER, AND DISCHARGE BULK QUICKLIME"** to: City of Boynton Beach, Purchasing Services, P.O. Box 310, 100 E. Boynton Beach Blvd., Boynton Beach, FL 33425-0310.

E. Responses shall clearly indicate the legal name, address and telephone number of the bidder (firm, corporation, partnership or individual). Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to contractually bind the proposer to the submitted bid. Bidder must note their Federal I.D. number on their bid submittal.

F. The City of Boynton Beach reserves the right to reject any or all bids, to waive any informalities or irregularities in any proposals received, to re-advertise for bids, to award in whole or in part to one or more bidders, or take any other such actions that may be deemed to be in the best interests of the City.

COOPERATIVE PURCHASING

The Invitation for Bid represents a cooperative procurement.

The Government Agencies participating in the particular procurement and their respective delivery locations are listed in the document.

Governmental Purchasing Cooperative Procurement Operational Procedures:

- Each participating governmental entity will be responsible for awarding a contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.

- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.

- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.

- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.

- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

AGENCY	DELIVERY ADDRESS	CONTACT	PHONE
City of Boynton Beach	East Water Treatment Plant 124 E. Woolbright Rd. Boynton Beach, FL 33435	Taralyn Pratt, Contract Coordinator	(561) 742-6447
City of Lake Worth	Lake Worth Water Treatment Plant 301 College Street Lake Worth, FL 33460	Tim M. Sloan, Water Plant Manager	(561) 586-1636

SPECIAL CONDITIONS

1. PURPOSE OF BID

The City of Boynton Beach is requesting bids from vendors to supply quicklime per the conditions and specifications contained in this document. **The contract term shall be for an initial period of two years** with the option to renew for three (3) additional one (1) year periods providing that all parties agree to the extension and renewal terms.

This is a Cooperative Invitation to Bid issued by the City of Boynton Beach on behalf of the participating governmental agencies referenced within this bid document.

2. PRICING

All bid prices, prior to award, shall be effective for a minimum of 90 days after bid opening date.

3. POST SALE AUDIT ADJUSTMENT

All items sold to the participating co-op entities as a result of this bid are subject to Post Sale Audit Adjustment. In the event an audit indicates a vendor has not honored quoted price lists and discounts, the vendor will be liable for any and all overage charges.

4. MARKET CONDITIONS

The participating co-op entities reserve the right to purchase on the open market should lower market prices prevail, at which time the successful bidder shall have the option of meeting the lower price or relieving the participating co-op entities of any obligation previously understood.

5. AWARD

Award will be made to the responsible, responsive bidder meeting specifications, and is in the best interest of the participating entities.

6. METHOD OF ORDERING

Items shall be ordered via individual purchase orders and/or blanket order releases on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order or blanket purchase order release.

7. VENDOR SERVICE REPRESENTATIVE

The bidder must submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service. A contact for both regular work hours and after hours, weekends, and holidays must be identified.

8. COMPETENCY OF BIDDERS

Pre-award inspection of the bidder's facility may be made prior to award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this bid and who can provide evidence that they have established a satisfactory record of performance for a sufficient delivery fleet to insure that they can satisfactorily execute the services under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and

well-established company in line with the most business practices in the industry and as determined by the proper authorities of participating co-op entity.

9. CANCELLATION

Order will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein or fails to meet the participating co-op entities performance standards.

10. RIGHT TO TERMINATE

In the event that any of the provisions of the contract are violated by the successful bidder, the City Of Boynton Beach, a lead agency, in coordination with the participating governmental entities may serve written notice upon such bidder of its intention to terminate the contract.

11. AS SPECIFIED

A purchase order or blanket purchase order will be issued to the successful bidder with the understanding that all Quicklime delivered must meet the specifications herein. Quicklime delivered not as specified will be returned at the bidder's expense.

At the option of the participating co-op entities, samples from any delivery may be submitted to an independent testing laboratory to determine conformity to respective specifications. Bidders shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specifications.

12. TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgement form attests to this.

13. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must include the following information:

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

   1. The potential for fire, explosion, corrosivity, and reactivity;

   2. The known acute and chronic health effects or risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

   3. The primary routes of entry and symptoms of overexposure.

C. 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.

D. The emergency procedure for spills, fire, disposal, and first aid.

E. 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.

F. 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.

14. REGULATORY COMPLIANCE

The Bidder should submit with its bid a statement that the product or chemicals added to the drinking water conforms to the National Sanitation Foundation (NSF) Standard 60 (or referenced alternative standards). If not submitted with the bid, the bidder must submit this statement within three (3) business days of City's request. Failure to submit this statement within the deadline may be ground

15. SECURITY

The awarded Vendor shall be required to obtain authorization for all personnel that will be on City premises at delivery sites. The Vendor will be required to complete a "Vendor Pass Request Form" and provide photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor with the notification of award letter. Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the City within twenty-four (24) hours of the personnel change by modification of the names submitted on the original Vendor Pass Request Form.

All personnel shall check in with the Security Guard or Operator on duty immediately upon arrival at the delivery location. Photo identification, purpose of visit, and name of City staff contact shall be required for entry.

Vendor shall ensure that only authorized vendor employees and/or authorized City personnel shall have access to Vendor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Vendor will not release, discuss, or share any information on systems, equipment and/or operations with any non-City personnel.

Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

The awarded Vendor shall be held responsible for complying with these procedures.

16. QUANTITY

The quantities shown are estimated as annual requirements. The participating co-op entities reserve the right to increase or decrease the total quantities as necessary to meet actual requirements.

17. INSURANCE REQUIRED

See Attachment "A".

18. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor shall, in addition to any other obligation to indemnify the participating co-op entities and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the participating co-op entity, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or b) violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Contractor in the performance of the Work; of c) liens, claims or actions made by the Contractor or any subcontractor or other party performing the Work.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by any participating Co-op entity to enforce this agreement shall be borne by Contractor.

19. RENEWAL

The successful bidder shall be awarded a contract for two (2) years with the option to renew the contract for three (3) additional one (1) year periods. Option for renewal will only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal will be subject to appropriation of funds by each participating co-op entity.

20. PROTECTION OF PROPERTY

The successful bidder shall at all times guard against damage or loss to the property of each participating co-op entity or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. Each participating co-op entity may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or his/her agents.

21. TRANSFER PROHIBITED

The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of their Contract, or of any or all of his or its rights, title or interest herein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the corresponding governmental entity.

22. PAYMENT

Payments shall be made on a per-order (delivery) or monthly statement basis (for actual deliveries made). All invoices submitted for payment must include certified weight certificates indicating gross, tare and net weights in addition to showing the purchase order number and must be directed to the appropriate governmental entity.

23. OBLIGATION OF PARTICIPATING GOVERNMENTAL ENTITIES

IT IS FURTHER UNDERSTOOD THAT AT NO TIME WILL ANY ENTITY OR MUNICIPALITY BE OBLIGATED TO PLACE AN ORDER WITH THE CONTRACT AWARDEE SHOULD THAT AWARD BE AGAINST THE BEST INTERESTS OF THAT GOVERNMENTAL UNIT.

24. PRICING

Prices quoted shall be F.O.B. destination, according to the rate in effect on the date set forth in the proposal and shall include all fuel surcharges.

A. Pricing shall be based on delivered cost per ton. The contract sum includes all labor, materials and freight charges. Pricing shall be firm for the initial period of December 16, 2017 until July 15, 2018. Pricing changes will be allowable twice per year In accordance with Section 24. C. "Escalation/De-escalation."

B. In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract.

Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices, or published rates of the Vendor's rail carrier. Vendor shall provide documentation regarding the rail carrier's pricing as part of the request for an adjustment to the rail surcharge.

Trucking Surcharge – The truck fuel surcharge rate will be based on the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration for the third Monday of May and November. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported.

C. Escalation/De-escalation:

1. The City will accept price adjustments on July 1st each year. The Contractor must submit sufficient documentation to be given consideration for a price increase, and must pass on a price decrease when the Contractor's costs are reduced. Approved documentation includes, but is not limited to published U.S. Department of Energy (DOE) reports on coal costs, Platt's Coal Index, U.S. Bureau of Labor Statistics BLS) reports on Producer Price Index (PPI) for all commodities, U.S. Energy Information Administration WTI publications on spot crude oil prices, BLS Crushed and Broken Limestone Index, BLS Mining Machinery and Equipment Index, and copies of vendor monthly internal cost reports and/or actual invoices.

2. Rail and Truck freight charges and changes for transfer costs require written verification from vendor's freight and transfer subcontractors provided to Purchasing Services prior to initial contract term expiration of the Agreement. All Rail and Truck fuel surcharges will be applied initially on December 16, 2017, subject to change in accordance with the schedule provided in **Section 24.C.1.**

3. Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. All cost increases must be approved by the City in writing before going into effect.

25. DELIVERIES

It is the Cooperative's intent to purchase bulk quicklime from a source that will provide prompt and convenient shipment and service. Consideration will be given therefore to the supplier's method of delivery and to his reliability. If delivery requirements cannot be consistently met, the Cooperative reserves the right to cancel any award and to purchase this product on the open market.

A. Deliveries are required within 48 hours of the receipt of an order from any participating entity. Deliveries to each location must be made during normal working hours unless special arrangements have been made by a particular entity.

B. Delivery is required via pneumatic truck in approximately twenty-five (25) ton truckloads. Product must be discharged by the vehicle operator into storage silos at each entity's utility location listed above.

C. Certified weight certificates must be furnished with all invoices indicating gross, tare and net weights, and the appropriate purchase order number.

D. The Co-operative will not pay charges for time spent unloading due to in-experienced drivers, mechanical failure (truck or compressor, etc.), broken or plugged air lines, hoses, or valves. No additional charges for split loads (if tanker doesn't empty out and delivers balance of load to another unit water plant) will be accepted.

E. The successful bidder will be responsible for setting up a routine delivery schedule with each entity's plant supervisory personnel. Any changes in this schedule must be approved by the appropriate authority.

26. LOCATION OF DELIVERIES

GOVERNMENTAL UNIT	ESTIMATED ANNUAL QUANTITY	DELIVERY LOCATION
City of Boynton Beach **124 E. Woolbright Road** **Boynton Beach, FL 33435**	**1,500 TONS** **Special Requirements:**	**1620 S. Seacrest Blvd.** **Boynton Beach, FL 33435** **No loads before 7:00 A.M. Monday thru Friday. Saturday if needed.**
City of Lake Worth **301 College Street** **Lake Worth, FL 33460**	**550 TONS** **Special Requirement:**	**301 S. College Street** **Lake Worth, FL 33460** **Delivery Time – Monday thru Friday 7:00 A.M. to 3:00 P.M,**
ESTIMATED AGGREGATE TOTAL:	**2,050 TONS**	

27. NOTICE OF AWARD

The City Of Boynton Beach, as lead agency, will issue a "Notice of Award Letter" to the awardee. However, it is and shall be understood and agreed that a Contract shall not be deemed to be awarded and validly entered into between the successful bidder and each participating governmental entity until written notice has been given to the awarded vendor by the entity through its authorized agent, and purchase order shall be issued to the bidder covering same.

28. SPECIFICATIONS FOR BULK QUICKLIME

A. SAMPLE ANALYSIS

The successful bidder's product will be tested weekly for a period established by any entity to determine if quicklime consistently meets bid specifications. Tests can be conducted by each participating co-op entity. **Failure to consistently meet required bid specifications for product quality will be grounds for contract termination.**

B. PRODUCT SPECIFICATIONS

The pebble quicklime shall conform to ANSI/AWWA Standard B202-07 (revision of ANSI/AWWA B202-02), "Quicklime and Hydrated Lime", and shall be substantially free from foreign and deleterious matter, core, iron, ash and dirt. The amount of insoluble matter is not to exceed 5.0 percent.

IN THE EVENT ANY SHIPMENT RECEIVED CONTAINS INSOLUBLE MATTER IN EXCESS OF 5.0 PERCENT, THIS SHALL BE GROUNDS FOR IMMEDIATE CANCELLATION.

Its predominate physical size shall range from 1/4" to 3/8" with no more than 2" of each

shipment passing through a No. 100 U.S. Standard sieve at the producer's plant. There shall not be more than 0.5% retained on a No. 100 mesh sieve and 99.5% passing, after slaking and wet washing.

There shall be a minimum of 92% available CaO as determined by chemical analysis in accordance with ANSI/AWWA Standard B202-07, Section 5.3.2. Also, in accordance with this standard, there shall also be a minimum 40 degree C rise in temperature within three minutes; the slaking reaction is to be complete within 10 minutes (Section 5.4.1).

All requirements for National Sanitation Foundation (NSF) certification required by the Environmental Protection Agency, Florida Department of Environmental Protection, or Palm Beach County Health Unit will be met.

C. QUALITY CONTROL REQUIREMENTS

A physical and chemical analysis MUST be furnished with each delivery. The analysis shall be certified and performed by a reputable recognized testing laboratory. A one-pound, air-tight sample, MUST also accompany each load delivered.

There shall be a minimum of 92% available Ca0. Added to that, each entity reserves the right to reject, at supplier's expense, any shipment, which fails to meet the specifications given above. The supplier shall be given ten days after notification of any such failure to arrange for a reputable independent laboratory to analyze one (1) of the retained samples from the shipment in question. Both the entity and the supplier will be bound by such determination. The laboratory fee covering any such analysis will be paid by the entity if the results pass inspection or by the supplier if they fail.

If the material has been unloaded and placed in the entity's storage silos prior to obtaining final test results, the supplier shall reimburse the entity at the rate of 2% of the delivered cost per ton for each percentage point that the material fails to meet the 92% minimum available calcium oxide.

29. 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 FOR BIDDERS

FAMILIARITY WITH LAWS: The bidder is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the bidder will in no way relieve bidder of responsibility to adhere to such regulations.

BID FORMS: The bidder will submit a bid on the bid forms provided. All bid prices, amounts and descriptive information must be legibly entered. The bidder must state the price and the time of delivery for which they propose to deliver the equipment or service requested. The bidder IS required to be licensed to do business as an individual, partnership or corporation in the State of Florida. Place all required bid forms in a sealed envelope that has the company's name and address, proposal title, number, proposal date and time on the outside of the sealed envelope. Proposals not submitted on appropriate proposal forms may be rejected. All proposals are subject to the conditions specified herein. Proposals which do not comply with these conditions are subject to rejection.

EXECUTION OF BID: Proposal must contain an original signature of an authorized representative in the space provided on all affidavits and proposal sheets.

NO BID: If not submitting a proposal, respond by returning one copy of the "STATEMENT OF NO BID" and explain the reason by indicating one of the reasons listed or in the space provided. Repeated failure to quote without sufficient justification shall be cause for removal of the vendor's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid receiving date and hour.

BID DEADLINE: It is the bidder's responsibility to assure that the bid is delivered at the proper time and place prior to the bid deadline. The City of Boynton Beach is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by a specified time so that a proposal can be considered. Bids which for any reason are delivered by the deadline will not be considered. If no award has been made, the City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid. Offers by telegram or telephone are not acceptable.

RIGHT TO REJECT BID: The City reserves the right to reject any or all bids, to waive technical errors, or to accept a portion of any bids that are deemed to be the most responsive, responsible bidder(s) which represents the most advantageous bid 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; the initial purchase price; life expectancy; cost of maintenance and operation; operating efficiency; training requirements; disposal value; and other factors contributing to the overall acquisition cost of an item. Consideration may be given, but is 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 government entities.

RIGHTS OF THE CITY: The City expressly reserves the right to:

A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible bidder meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;

B. Waive any defect, irregularity or informality in any bid or bidding procedure;

C. Reject or cancel any or all bids;

D. Reissue an Invitation to Bid;

E. Extend the bid deadline time and date;

F. Procure any item by other means;

G. Increase or decrease the quantity specified in the Invitation to Bid;

H. Consider and accept an alternate bid as provided herein when most advantageous to the City.

STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective bidder has:

A. Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;

B. A satisfactory record of performance;

C. A satisfactory record of integrity;

D. Qualified legally to Contract within the State of Florida and the City of Boynton Beach;

E. Supplied all necessary information in connection with the inquiry concerning responsibility.

INFORMATION AND DESCRIPTIVE LITERATURE: Bidders must furnish all information requested in the spaces provided on the bid form. Further, as may be specified elsewhere, each bidder must submit for bid evaluation cuts, sketches, and descriptive literature and technical specifications covering the products offered. Reference to literature submitted with a previous bid or on file with the buyer will not satisfy this provision.

INTERPRETATIONS: Any questions concerning conditions and specifications should be directed to this office in writing no later than ten (10) days prior to the bid deadline. Inquiries must reference the date by which the bid is to be received.

CONFLICT OF INTEREST: The award hereunder is subject to all conflict of interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

ADDITIONAL QUANTITIES: The City reserves the right to acquire additional quantities of the bid products or services at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted **"BID IS FOR SPECIFIED QUANTITY ONLY"**.

SAMPLES: Samples of items, when called for, must be furnished free of expense, and if not used, tested or destroyed, upon request, will be returned at the bidder's expense. Request for the return of samples may be made within ten (10) days following the bid deadline. Each individual sample must be labeled with the bidder's name, manufacturer's brand name and number, and item reference.

DEMONSTRATIONS: Performance of the equipment/services upon request can be deemed a part of the evaluation process in determining the award of bidder. Demonstrations of the merits of the equipment/services that meet City requirements shall be requested by Procurement Services. Equipment demonstrated shall be a minimum of one (1) year old. All required staff, to be assigned per the individual bid product or service application, will form the Bid Award Committee to evaluate and submit a group award recommendation. The City reserves the right to make separate and independent awards based on its needs and the combined evaluation results.

SUBCONTRACTING: If a bidder subcontracts any portion of a Contract for any reason, the bidder must state the name and address of the subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors". The City of Boynton Beach reserves the right to accept or reject any or all bids wherein a subcontractor is named and to make the award to the bidder, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves all rights in order to make a determination as to the foregoing.

ADDENDA: From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to bidders at Procurement Services, it is each bidder's responsibility to check with Procurement Services and immediately secure all addenda before submitting bids. It is the usual practice for the City to mail an addendum to known bidders, but it cannot be guaranteed that all bidders will receive ALL addenda in this manner. Each bidder shall acknowledge receipt of ALL addenda by notation on the bid and shall adhere to all requirements specified in each addendum prior to submission of the bid.

ESCALATOR CLAUSE: Any bid which is submitted subject to an escalator clause will be rejected, unless addressed in the Special Conditions Section of the bid documents.

EXCEPTIONS: Incorporation in a bid of exceptions to any portion(s), of the Contract documents may invalidate the bid. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the bidder's proposal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS**" and this sheet shall be attached to the bid. The use of bidder's standard forms, or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents.

ALTERNATES: Where a base bid is provided for, the bidder shall submit a bid on the base bid and may exercise their own prerogative in submitting a bid on alternate items. The Owner reserves the right to accept or reject the alternates or base bid or any combination thereof. The Owner, or a representative, further reserves the unqualified right to determine whether any particular item or items of material, equipment, or the like, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same.

NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications under the direction of appropriate testing laboratories. The data derived from

any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in the bid and or Purchase Order may result in the bidder being found in default in which event any and all procurement costs may be charged against the defaulted Contractor. Any violation of these stipulations may also result in the vendor's name being removed from the City of Boynton Beach's vendor mailing list.

DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

ANTITRUST CAUSE OF ACTION: In submitting a bid to the City of Boynton Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Boynton Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Boynton Beach. At the City of Boynton Beach's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City at once, indicating in a letter the specific regulation which required an alteration. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

LEGAL REQUIREMENTS: Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

ON PUBLIC ENTITY CRIMES: All Invitations to Bid as defined by Section 287.012(16), Florida Statutes, requests for proposals as defined by Section 287.012(23), Florida Statutes, as may be amended and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"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 on a contract or provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and 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 36 months from the date of being placed on the convicted vendor list".

ADVERTISING: In submitting a bid, the bidder agrees not to use the results as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under **"NONCONFORMANCE WITH CONTRACT CONDITIONS"**.

ASSIGNMENT: Any Purchase Order issued pursuant to this bid invitation and the funds which may be come due hereunder are not assignable except with the prior written approval of the City.

LIABILITY: The selected bidder(s) shall hold and save harmless the City of Boynton Beach, Florida its officers, agents, volunteers and employees from liability of any kind in the performance of this Contract. Further, the selected bidder(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, servants an employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from bidder's operation pursuant to this Contract and from and against all costs, counsel fees, expenses and liabilities incurred in an about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the bidder within ten (10) days of receipt by the City of any claim, suit or action against the City arising directly or indirectly from the operations of the bidder hereunder, for which the City may be entitled to a claim or indemnity against the bidder, under the provisions of this Contract. Bidder shall have the right to control the defense of any such claim suit or actions. The bidder shall also be liable to the City for all costs, expenses, attorneys' fees and damages which may be incurred or sustained by the City by reason of the bidder's breach of any of the provision of the contract. Bidder shall not be responsible for negligent acts of the City or its employees.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: This bid may be expanded to include other governmental agencies. In some cases, Cooperative Purchasing Agreement exists or an Interlocal Agreement for joint purchasing exists between the City of Boynton Beach and the other public agency. All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to **ALL POLITICAL SUBDIVISIONS OF PALM BEACH COUNTY, FLORIDA**, and the Palm Beach County School Board, under the same conditions, for the same price(s) and the same effective period as this bid. This agreement in no way restricts or interferes with the right of **ANY POLITICAL SUBDIVISION OF PALM BEACH COUNTY, FLORIDA**, and the Palm Beach County School Board, to re-bid any or all items. It is hereby made a part of this Invitation to Bid that the submission of any bid in response to this advertised request constitutes a bid made under the same conditions, for the same Contract price, and for the same effective period as this bid, to the **PALM BEACH COUNTY SCHOOL BOARD.**

AWARD OF CONTRACT: The low monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the City to the most responsive, responsible bidder whose bid represents the most advantageous bid to the City, price and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The City reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any bidder, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the bidder and the City is satisfied that the most responsive, responsible bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the required work within the time specified.

AS SPECIFIED: A Purchase Order will be issued to the successful bidder with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified, will be returned at no expense or penalty to the City of Boynton Beach.

DELIVERY: Prices shall be quoted F.O.B. Boynton Beach, Florida. F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination. Any and all freight charges are to be included in the bid total. The bidder's invoice payment terms must be shown.

WARRANTY REQUIREMENTS: Each item, including all components and all installed accessories and equipment, shall be guaranteed by the bidder to be free of defective parts and workmanship. This warranty shall be for a period of 365 days or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. Warranty will cover parts, labor and any necessary shipping. Warranty repairs may be accomplished on City property, if space is available; this will be at the sole discretion of the City. Contact Procurement Services for permission to perform warranty service on City property. Warranty to start at the time of acceptance by the City; however, in cases where vehicles or equipment are not immediately placed in service, the bidder will provide a delay of warranty start-up time. The period of warranty delay will be coordinated by Procurement Services.

PRICES, TERMS AND PAYMENT: Firm prices shall be quoted, typed or printed in ink, and include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder is requested to offer a cash discount for prompt invoice payment. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

Upon delivery, the City shall make final inspection. If this inspection shows that the equipment/service has been delivered/performed in a satisfactory manner in accordance with the specifications, the City shall receive the same. Final payment due the bidder shall be withheld until visual inspection is made by the **UTILITIES DEPARTMENT** and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Acceptance shall not exceed thirty (30) days. If any equipment/service has to be rejected for any reason, the bidder shall be required to pick up the equipment, accomplish the necessary repairs and return the equipment to the City. Warranty repairs may be accomplished on City property if space is available; this will be at the discretion of the City. Title to or risk loss or damage to all items shall be the responsibility of the bidder, unless such loss or damages have been proven to be the result of negligence by the City.

A. TAXES: Do not include State or Federal taxes. Not applicable to municipalities.

B. MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.

C. DISCOUNTS: Will be considered in determining the lowest net cost.

D. CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

E. SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.

LICENSE AND PERMITS: It shall be the responsibility of the successful bidder to obtain all licenses and permits, if required, to complete this service at no additional cost to the City. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if awarded as the successful bidder, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

Bidder certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

PALM BEACH COUNTY INSPECTOR GENERAL:
The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the municipality to be a material breach of this contract justifying its termination.

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

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

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

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

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

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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

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

QUESTIONS: Any questions relative to any item(s) or portion of this bid or Invitation to Bid should be directed to **Ilyse Triestman, Purchasing Manager, Monday through Friday, 8:00 A.M. to 5:00 P.M. at (561) 742-6322; E-mail triestmani@bbfl.us**

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK.

Attachment "A"
City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

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

TYPE (Occurrence Based Only)	MINIMUM LIMITS REQUIRED	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

INSURANCEADVISORYFORM

BIDDER ACKNOWLEDGEMENT

Submit Bids To: PURCHASING SERVICES
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

Bid Title: **"FURNISH, DELIVER AND DISCHARGE BULK QUICKLIME"**

Bid Number: **002-2821-18/IT**

Bid Due: **NOVEMBER 28, 2017, NO LATER THAN 2:30 P.M. (LOCAL TIME)**

Bids will be opened in Purchasing Services unless specified otherwise and may not be withdrawn within ninety (90) days after such date and time.

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

Name of Vendor: Lhoist North America of Alabama, LLC

Federal I.D. Number: 63-1002780

A Corporation of the State of: AL

Area Code: 863 Telephone Number: 644-9010

Area Code: 863 FAX Number: 644-6030

Mailing Address: 1479 Town Center Drive, Suite 229

City/State/Zip: Lakeland, FL 33803

Vendor Mailing Date: 11/21/2017

E-Mail Address: dale.james@lhoist.com

J. Dale James
Authorized Signature

J. Dale James
Name Typed

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

The City of Boynton Beach

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

ADDENDUM No. 1

DATE: November 9, 2017
BID TITLE: Furnish, Deliver and Discharge Bulk Quicklime
BID NO.: 002-2821-18/IT

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

1. The bid opening date remains unchanged and is November 28, 2017 at 2:30 PM.
2. The scope of the bid is revised to include the City of Riviera Beach's usage.
3. Page 4, Cooperative Purchasing, is revised to include delivery and contact information for the City of Riviera Beach as follows:

AGENCY	DELIVERY ADDRESS	CONTACT	PHONE
City of Boynton Beach	East Water Treatment Plant 124 E. Woolbright Rd. Boynton Beach, FL 33435	Taralyn Pratt, Contract Coordinator	(561) 742-6447
City of Lake Worth	Lake Worth Water Treatment Plant 301 College Street Lake Worth, FL 33460	Tim M. Sloan, Water Plant Manager	(561) 586-1636
City of Riviera Beach	**Riviera Beach Water Treatment Plant; 800 West Blue Heron Blvd. Riviera Beach, FL 33404**	**David Danford, Water Plant Treatment Superintendent**	**(561) 845 - 4051**

4. Special Conditions, Paragraph 26 Location of Deliveries, is revised as follows:

GOVERNMENTAL UNIT	ESTIMATED ANNUAL QUANTITY	DELIVERY LOCATION
City of Boynton Beach **124 E. Woolbright Road** **Boynton Beach, FL 33435**	**1,500 TONS** **Special Requirements:**	**1620 S. Seacrest Blvd.** **Boynton Beach, FL 33435** **No loads before 7:00 A.M.** **Monday thru Friday.** **Saturday if needed.**
City of Lake Worth **301 College Street** **Lake Worth, FL 33460**	**550 TONS** **Special Requirement:**	**301 S. College Street Lake Worth, FL 33460** **Delivery Time – Monday thru Friday 7:00 A.M. to 3:00 P.M.**
City of Riviera Beach **800 W. Blue Heron Blvd.** **Riviera Beach, FL 33404**	**1,268 TONS** **Special Requirement:**	**800 W. Blue Heron Blvd.** **Riviera Beach, FL 33404** **Delivery Time – Monday thru Friday, 8:00 A.M. to 4:00 P.M.**
ESTIMATED AGGREGATE TOTAL:	**~~2,050~~ 3,318 TONS**	

5. The Bid Form is revised and replaced in its entirety with a **revised bid form attached herewith.**

Sincerely,

Tim W. Howard
Assistant City Manager - Administration
Director of Financial Services

cc: Finance/Procurement

The City of
Boynton Beach

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

ACKNOWLEDGEMENT OF ADDENDUM No. 1

FURNISH, DELIVER AND DISCHARGE BULK QUICKLIME

BID No.: 002-2821-18/IT

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

J. Dale James	J. Dale James
PRINT NAME OF REPRESENTATIVE	**SIGNATURE OF REPRESENTATIVE**
Lhoist North America of Alabama, LLC	11/20/17
NAME OF COMPANY	**DATE**

BID FORM – REVISED PER ADDENDUM 1

BID NO. 002-2821-18/IT
BID PROPOSAL TO THE CITY OF BOYNTON BEACH, FLORIDA TO FURNISH, DELIVER AND DISCHARGE QUICKLIME

To All Bidders: The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of product/service called for. When submitting more than one bid proposal price for this product and/or service, indicate how many individual and/or combination item(s) are to be tabulated and considered. Attach a separate proposal sheet for each.

Basis of Award: The award will be made to the lowest responsive and responsible bidder by total annual price.

The undersigned proposes to furnish, deliver and discharge the quicklime in accordance with the specifications for the sum of:

NAME OF CITY	ESTIMATED ANNUAL QUANTITY IN TONS	BASE PRICE PER TON	FREIGHT RATE PER TON *RAIL*	FREIGHT RATE PER TON *TRUCK*	**EXTENDED TOTAL AMOUNT**
City of Boynton Beach	**1,500**	284.92	Included in $	14.15	299.07
City of Lake Worth	**550**	284.92	Included in $	14.15	299.07
City of Riviera Beach	**1,268**	284.92	Included in $	15.91	300.83
				TOTAL ANNUAL PRICE:	**$** 994,545.94
				TOTAL TWO-YEAR PRICE:	**$** 1,989,091.88

Lhoist North America of Alabama, LLC
COMPANY NAME

SIGNATURE

J. Dale James
PRINTED NAME OF AUTHORIZED OFFICIAL

) 314-614-4950
TELEPHONE NUMBER

Sales Manager
TITLE

(863) 644-9030
FAX NUMBER

dale.james@lhoist.com
E-MAIL ADDRESS

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of FL)
:
County of Polk)

J. Dale James, being first duly sworn, deposes and says that:

1) He is Sales Manager (Title) of Lhoist North America of Alabama, LLC (Name of Corporation or Firm) the bidder that has submitted the attached bid:

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

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

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

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

(Signed) J. Dale James

Subscribed and sworn to before me

(Title) Sales Manager

This 20 day of Nov., 20 17

My commission expires

Elizabeth A. Hart

ELIZABETH ANNE HART
Notary Public – State of Florida
Commission # GG 121639
My Comm. Expires Sep 17, 2021
Bonded through National Notary Assn.

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

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

By: J. Dale James
NAME - SIGNATURE

Sworn and subscribed before me
this 20 day of Nov. ,20 17

Printed Information:

J. Dale James
NAME

Sales Manager
TITLE

Elizabeth A. Hart
NOTARY PUBLIC, State of Florida
at Large

ELIZABETH ANNE HART
Notary Public – State of Florida
Commission # GG 121639
My Comm. Expires Sep 17, 2021
Bonded through National Notary Assn.

"OFFICIAL NOTARY SEAL" STAMP

Lhoist North America of Alabama, LLC
COMPANY

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CONFIRMATION OF MINORITY OWNED BUSINESS

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

Is your company a Minority Owned Business ? _____ Yes 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 _____

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

_____
Issuing Organization for Certification

_____
Date of Certification

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CONFIRMATION OF DRUG-FREE WORKPLACE

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

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

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

Lhoist North America of Alabama, LLC
CONTRACTOR NAME

By J Dale James

Title: Sales Manager

Date: 11/20/2017

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CITY OF BOYNTON BEACH
LOCAL BUSINESS STATUS CERTIFICATION

I, N/A, 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:** _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/30/2017

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

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

PRODUCER Marsh USA, Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357 Attn: dallas.certs@marsh.com/(866) 966-4664 344191-All-GAWXR-17/18	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Lhoist North America, Inc. PO Box 985004 Ft. Worth, TX 76185	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : ACE American Insurance Company — 22667 INSURER B : N/A — N/A INSURER C : ACE Fire Underwriters Company — 29772 INSURER D : Agri General Insurance Company — 42757 INSURER E : N/A — N/A INSURER F :

COVERAGES **CERTIFICATE NUMBER:** HOU-002947677-43 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HDO G27870284	10/01/2017	10/01/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ISA H09061587	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 3,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C64414987 (AOS) SCF C64415025 (WI) WLR C64415062 (TN)	10/01/2017 10/01/2017 10/01/2017	10/01/2018 10/01/2018 10/01/2018	X PER STATUTE / OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

CITY OF BOYNTON BEACH
100 E BOYNTON BEACH BLVD
BOYNTON BEACH, FL 33435

CANCELLATION

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

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Manashi Mukherjee — Manashi Mukherjee

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AGENCY CUSTOMER ID: 344191
LOC #: Dallas

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA, Inc.	Lhoist North America Inc. PO Box 985004 Ft. Worth TX 76185
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Lhoist North America Inc., and its subsidiaries:

Lhoist North America, Inc. (formally Chemical Lime Company)
Chemical Management Co., Inc.
Lhoist North America of Texas, Ltd.
Lhoist North America of Alabama, LLC
Lhoist North America of Missouri, Inc.
Lhoist North America of Arizona, Inc.
Lhoist North America of Virginia, Inc.
Lhoist North America of Tennessee, Inc.
Franklin Industrial Minerals (formally Franklin Limestone Co)
H.C. Spinks Clay Company, Inc.
Acid Gas Solutions LLC

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CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

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 ***(Tabled at the March 19, 2019 Commission Meeting) (Applicant requests tabling continues to May 7th meeting.)(Applicant requests tabling continues to May 21st meeting.)***

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 and textured stucco finish, with the façade above the two entrances covered in a contrasting surface material called alumawood, which contributes to the overall focal points of the project entrances. The building has a flat roof with a parapet and a combination of earth tone 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:

CLIMATE ACTION DISCUSSION: N/A

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
Staff Report	Taco Bell Staff Report
Location Map	Exhibit A - Location Map
Letter	Exhibit B - Justification Letter
Drawings	Exhibit C - Project Plans
Attachment	Exhibit D - Conditions of Approval
Addendum	Exhibit E - Development Order
Letter	PBC Letter

DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 19-007

STAFF REPORT

TO:	Chair and Members Planning and Development Board
THRU:	Ed Breese Planning and Zoning Administrator
FROM:	Amanda Bassiely, AICP Principal Planner
DATE:	February, 19 2019
PROJECT NAME:	Taco Bell Restaurant COUS 18-005 / MSPM 18-007
REQUEST:	Conditional Use approval associated with a request for Major Site Plan Modification approval 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.

PROJECT DESCRIPTION

Applicant:	Raymond Funk, Coastal QSR, LLC
Property Owner:	Knuckles, LLC
Agent:	Craig L. Cornelison, Cornelison Engineering & Design
Location:	Northwest corner of South Federal Highway and SE 23rd Avenue (See Exhibit A – Location Map)
Existing Land Use/Zoning:	Local Retail Commercial (LRC) / C-3 Community Commercial
Proposed Uses:	Fast food restaurant with drive-through facility
Acreage:	0.77

Adjacent Uses:

North:	Developed multifamily property, classified Local Retail Commercial (LRC) and zoned C-3, Community Commercial;
South:	Right of way of SE 23rd Avenue; further south, developed commercial property, classified Local Retail Commercial (LRC) and zoned C-3, Community Commercial, (Sunoco gas station);
East:	Right-of-way of South Federal Highway; farther east, developed multifamily property, classified Special High Density Residential (SHDR) and zoned R-3, Multifamily; and
West:	Undeveloped commercial property, classified Local Retail Commercial (LRC) and zoned C-3, Community Commercial.

PROPERTY OWNER NOTIFICATION

Owners of properties within 400 feet of the subject project were mailed a notice of this request and its respective hearing dates. The applicant has certified that signage is posted and notices mailed in accordance with Ordinance No. 04-007.

BACKGROUND/ PROPOSAL

The 0.77-acre subject property consist of two parcels, both currently vacant. The applicant is requesting Conditional Use approval associated with a request for 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.

STANDARDS FOR EVALUATING CONDITIONAL USES AND ANALYSIS

Section 11.2.D of the Land Development Regulations contains the following standards to which conditional uses are required to conform. Following each of these standards is the Planning and Zoning Division's evaluation of the application as it pertains to each of the standards. In addition, the applicant has submitted a separate detailed justification statement that addresses each of these standards (see Exhibit B – Justification Statement).

The Planning & Development Board and City Commission shall consider only such conditional uses as are authorized under the terms of these zoning regulations and, in connection therewith, may grant conditional uses absolutely or conditioned upon adherence to conditions of approval including, but not limited to, the dedication of property for streets, alleys, recreation space and sidewalks, as shall be determined necessary for the protection of the surrounding area and the citizens' general welfare, or deny conditional uses when not in harmony with the intent and purpose of this section. In evaluating an application for conditional use approval, the Board and Commission shall consider the effect of the proposed use on the general health, safety and welfare of the community and make written findings certifying that satisfactory provisions have been made concerning the following standards, where applicable:

1. *Ingress and egress to the subject property and proposed structures thereon, with particular reference to automobile and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.*

   The subject property currently has one primary point of ingress and egress; the driveway is located on the SE 23rd Avenue near the west property line in order to maximize the distance between the entry point and the existing intersection. The proposed access provides adequate ingress and egress to the property for automobiles, pedestrians, and emergency/service vehicles. The proposed driveway is required to maintain an ingress/egress easement and will be shared with the property to the immediate west (see Exhibit D – Conditions of Approval). In addition, adequate pedestrian access will be accomplished by expanding the existing sidewalk on South Federal Highway to eight (8) feet in width and creating a connection from the proposed building, which also connects to an existing five (5) foot sidewalk along the south side of the project site.

   A traffic study was preformed by Traffic Planning & Design, Inc. for the applicant. The study indicates that the proposed use will generate 449 new net trips per day and 31 new P.M. peak hour trips. Approval from the county is required prior to permit issuance (see Exhibit D – Conditions of Approval).

2. *Off-street parking and loading areas where required, with particular attention to the items in standard #1 above, and the economic, glare, noise, and odor effects the conditional use will have on adjacent and nearby properties, and the city as a whole.*

   The minimum parking required for a restaurant is calculated at one (1) parking space per 2.5 seats or one (1) parking space per 100 square feet, whichever is greater. The use proposes 42 seats, which would require 19 parking spaces. Since the building has 1,927 square feet, 20 parking spaces are required.

   The site plan depicts 20 parking spaces immediately behind (to the west) of the building, one of which is a handicap parking space. The design of the parking areas is sensitive to the neighboring properties and is designed to include perimeter landscaping.

3. *Refuse and service areas, with particular reference to the items in standards 1 and 2 above.*

   A dumpster is proposed at the south west corner of the property, setback approximately 10 feet from the south property line. The refuse area is screened by both the six (6) foot wall and landscaping. Trash would be removed on a standard schedule and solid waste is not anticipated to increase significantly as a result of this application.

4. *Utilities, with reference to locations, availability, and compatibility.*

   The City of Boynton Beach Utility Department currently serves the site, and utilities would continue to be available and provided, consistent with Comprehensive Plan policies and City regulations. A 30 foot by 30 foot public easement is required for the relocated pump station adjacent to the west property line and SE 23rd Avenue. An additional 10 foot public easement is required along the length of the south property line. The applicant will be required to construct two (2) manholes, one (1) at the western end of the easement and one (1) at the eastern end, the easement must also include 2" PVC sewer pipe and 8" gravity line each stubbed out and capped to the City's specifications. A developer agreement for

the necessary utility improvements must be executed prior to permit issuance (see Exhibit D - Conditions of Approval).

5. *Screening, buffering and landscaping with reference to type, dimensions, and character.*

The drive-through facility is located completely behind the restaurant structure and is not visible from South Federal Highway. Projects proposed in the Federal Highway District in the Community Redevelopment Area are subject to the "Pedestrian Zone" portion of the Land Development Regulations. These code provisions recognize the desire for reduced building setbacks, thus creating an urban setting. The purpose of the streetscape design concept is to create a landscape design that encompasses both the private and public domain, to blend the two areas into one unified landscape scheme and optimize the pedestrian experience. This is accomplished through hardscape and landscape choices, covered walkways (arcades, awnings, tree canopy), and streetscape amenities (benches, lighting, accent plantings). The landscape design proposed by the applicant depicts the use of street trees, lighting, and locating the building along South Federal Highway to address the public right-of way.

The site plan depicts 34 palm trees and 22 trees throughout the property. As the City requires the planting of trees every 25 feet on-center along vehicular use areas, the applicant shall revise the landscape plan at time of permit submittal to depict a tree every 25 feet on-center along the north side of the drive-through. Palm species include, Sabal, Royal, and Alexander. Tree species include Black Olive, Densa Pine, Green Buttonwood, Glaucous Cassia and Orange Geiger. Trees will be provided ranging in overall height from 12 feet to 21 feet; shrubs and hedges provided will range from 10 inches to 36 inches in height. The plant material chosen will be native and/or drought-tolerant.

6. *Signs, and proposed exterior lighting, with reference to glare, traffic safety, economic effect, and compatibility and harmony with adjacent and nearby properties.*

The project proposes the installation of five (5) new light poles. In an effort to minimize glare and impact on surrounding properties, the light fixtures will be full cutoff design, and the light levels are depicted to be below the code maximum of 5.9 foot-candles. The light poles will have an overall height of 20 feet.

Relative to signage for the project, the applicant is currently depicting two (2) wall signs, however signage has not been fully designed, therefore staff recommends conditions of approval that require staff review and approval of sign design prior to permitting (see Exhibit "D" – Conditions of Approval).

7. *Required setbacks and other open spaces.*

The proposed restaurant meets the minimum setback requirements of the C-3 zoning district within the Urban Commercial District Overlay Zone. The overlay district requires no building setbacks, but rather a zero (0) build-to line. However, the building setbacks may be increased up to 15 feet administratively, without benefit of a community design appeal, in areas where the intent is to 1) enhance public spaces such as sidewalks, plazas, fountains, or outdoor seating areas; 2) optimize landscape design; 3) maximize on-site drainage solutions; and/or 4) accommodate architectural features and building enhancements. This requirement would apply to all building facades fronting South Federal Highway. The building setback is measured from the property line to the exterior surface of the building or supporting columns. Along South Federal Highway, the proposed building is setback 13 and

one-half feet; along SE 23rd Avenue, the building is setback 32.45 feet. The building is set back 41.21 feet from the north property line and approximately 190 feet from the west property line (see Exhibit D – Conditions of Approval).

8. *General compatibility with adjacent properties, and other property in the zoning district.*

   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 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.

9. *Height of building and structures, with reference to compatibility and harmony with adjacent and nearby properties, and the city as a whole.*

   The building is designed as a one-story structure, with the parapet wall at a height of 22 feet and two (2) inches, which is compatible with the structures on neighboring properties, and under the maximum allowable height of 45' in the C-3 zoning district.

10. *Economic effects on adjacent and nearby properties, and the city as a whole.*

    The overall economic effects 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. It is a local convenience as intended by LRC future land use designation. Coffee, breakfast, lunch, and snacks are staples for neighborhood businesses and residents. Additionally, it is creating employment opportunities for the residential communities.

11. *Where applicable, the proposed use furthers the purpose and intent of a corresponding mixed use zoning district or redevelopment plan;*

    A mixed use zoning district or redevelopment plan is inapplicable to this project.

12. *Compliance with, and abatement of nuisances and hazards in accordance with, the performance standards of Chapter 2, Section 4.N. of the City's Land Development Regulations and conformance to the City of Boynton Beach Noise Control Ordinance.*

    The project would not create smoke, odors, fumes, or toxic matter that would negatively impact the neighboring properties. All restaurant activities take place entirely within the fully enclosed building.

13. *Required sound study and analysis. All conditional use applications for bars, nightclubs and similar establishments shall include the following analysis performed by a certified acoustic engineer: a. Data on the sound emitting devices/equipment and the methods and materials to be used to assure that the acoustic level of the City Code will be met; b. The analysis shall specify the authority and/or basis for determination of the acoustic level of the sound emitting devices/equipment; c. The analysis of any sound retention, reduction or reflection shall include information such as the nature, types and coefficients of sound absorbent and sound-reflecting materials to be used, coatings of the surfaces of ceilings, walls, windows, and floors and insulation to be used; and/or d. It shall also verify that sound standards shall*

be met during the normal opening of doors for people entering and exiting the establishment.

This standard is inapplicable to this project because the proposed use is neither a bar, nightclub, nor similar establishments.

RECOMMENDATION

Based on the information contained herein, compliance with development regulations and conditional use standards, staff recommends APPROVAL of this request for conditional use and major site plan modification, subject to satisfying all conditions of approval recommended by staff as contained in Exhibit "D" – Conditions of Approval. Any additional conditions of approval recommended by the Board and required by the City Commission will be placed in Exhibit "D" accordingly. Furthermore, pursuant to Chapter 2, Article II, Section 2.C Conditional Uses, a time limit is to be set within which the proposed project is to be developed. Staff recommends that a period of 18 months be allowed to receive the necessary building permits.

S:\Planning\SHARED\WP\PROJECTS\Taco Bell\StaffReport\StaffReport-COUS18-005 MSPM18-007.doc

EXHIBIT A

LOCATION MAP

N

0 15 30 60 90 Feet

CORNELISON ENGINEERING & DESIGN, INC.

38039 Old 5th Avenue
Zephyrhills, FL 33542
Tel. (813) 788-7835
Fax. (813) 788-7062
www.cornelison-eng.com

EXHIBIT B

June 14, 2018

City of Boynton Beach
Planning & Zoning Division
100 East Boynton Beach Boulevard
Boynton Beach, FL 33435
Tel. (561) 742-6260

RE: **Letter of Justification**
Taco Bell, 2319 S. Federal Highway, Boynton Beach
Parcel ID No. 08-43-45-33-06-000-0010 (portion of)

To Whom It May Concern:

This Letter of Justification is to request Conditional Use approval for the construction of a 1,918 SF Taco Bell restaurant with drive-thru and related site infrastructure. We believe this request is consistent with other fast-food restaurants permitted in nearby areas of the City and is also consistent with the City of Boynton Beach's Land Development Regulations (*Chapter 3, Article IV, Section 4*).

Below are the standards used to evaluate a Conditional Use Application:

1. Ingress and egress to the subject property and proposed structures thereon, with particular reference to automobile and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.

   The site will be accessed via a proposed driveway to/from SW 23rd Avenue along the left (west) property line, which will provide adequate ingress and egress to the property for automobiles, pedestrians, and emergency/service vehicles and/or staff. The proposed driveway will be shared with the property to the immediate west of the entrance. In addition, adequate pedestrian access will be accomplished by a sidewalk connection to be constructed from the proposed building to the existing sidewalk along the front of the site (along S. Federal Highway), which also connects to the existing sidewalk along the south side of the project site, along SE 23rd Avenue.

2. Off-street parking and loading areas where required, with particular attention to the items in subsection C.1. above, and the economic, glare, noise, and odor effects the conditional use will have on adjacent and nearby properties, and the city as a whole.

   Adequate off-street parking will be provided for the proposed project; the parking spaces shown on the proposed site plan exceed the spaces required. The design of the proposed use will incorporate elements to minimize any noise, glare, economic, and/or odor effects on adjacent and nearby properties and the City as a whole. Landscaping will be placed along the perimeter of the site to further screen, buffer, and mitigate the facility from having any impact on adjacent properties. Site deliveries will be made when the restaurant is closed to not interfere with restaurant operations.

3. Refuse and service areas, with particular reference to the items in subsection C.1. and C.2. above.

   A dumpster with enclosure will be situated on the site with adequate access for refuse trucks to service the project per the City's requirements.

4. Utilities, with reference to locations, availability, and compatibility.

   There are existing utilities near or adjacent to the site, which will provide adequate access to water, sewer, electric, and phone service. Existing electric lines and a fiber-optic vault are to the east of the property along S. Federal Highway; an existing water meter is near the southeast corner of the site; and there is an existing City lift station adjacent to the south property line along SE 23rd Avenue. These utilities are compatible with other existing services in the area and adjacent properties.

5. Screening, buffering and landscaping with reference to type, dimensions, and character.

   Screening, buffering, and landscaping will be designed in accordance with City standards. Trees, shrubs, and hedges will be utilized to incorporate the general characteristics of the proposed use, the surrounding areas, and similar uses in the City. Various types of trees will be provided ranging in overall height from 12' to 21'; shrubs and hedges provided will range from 10" to 36" in height.

6. Signs, and proposed exterior lighting, with reference to glare, traffic safety, economic effect, and compatibility and harmony with adjacent and nearby properties.

   The signage and proposed exterior lighting will be compatible and in harmony with adjacent and nearby properties and will be placed in such as manner as to avoid glare and prevent safety hazards for traffic.

7. Required setbacks and other open spaces.

   The proposed use will be positioned on the property to meet all applicable setbacks and open space requirements.

8. General compatibility with adjacent properties, and other property in the zoning district.

   The proposed use is compatible with the adjacent properties and other property in the zoning district.

9. Height of buildings and structures, with reference to compatibility and harmony to adjacent and nearby properties, and the City as a whole.

   There will be a one-story, 22' building on the property, which is compliant with City standards, as well as compatible and in harmony to adjacent and nearby properties and other fast-food restaurants in the City.

10. Economic effects on adjacent and nearby properties, and the City as a whole.

    The proposed use will not hinder the development or economic stability of nearby properties or the City as a whole. As a new development, the proposed project will have a positive effect on the area and increasing the value of surrounding properties.

11. Where applicable, the proposed use furthers the purpose and intent of a corresponding mixed-use zoning district or redevelopment plan. **Not applicable (proposed site is zoned C-3).**

12. Compliance with and abatement of nuisances and hazards in accordance with the operational performance standards as indicated in Chapter 3, Article IV, Section 1 and the Noise Control Ordinance, and City Code of Ordinances Part II, Chapter 15, Section 15-8.

    The proposed use will be designed in compliance with the operational performance standards referenced above. There will be minimal pollution and noise as there is with any construction; the noise will not exceed the City's noise ordinance. Construction times will be the same as all other general construction projects (typically 7:00 am to 4:00 pm, Monday-Friday).

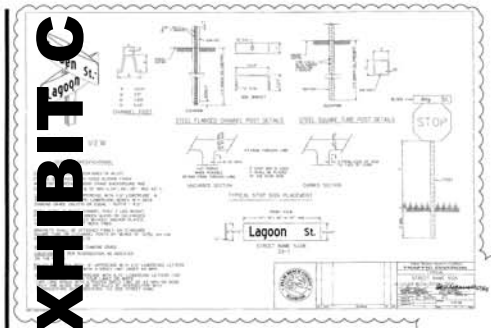
If you should have any questions, please do not hesitate to contact me.

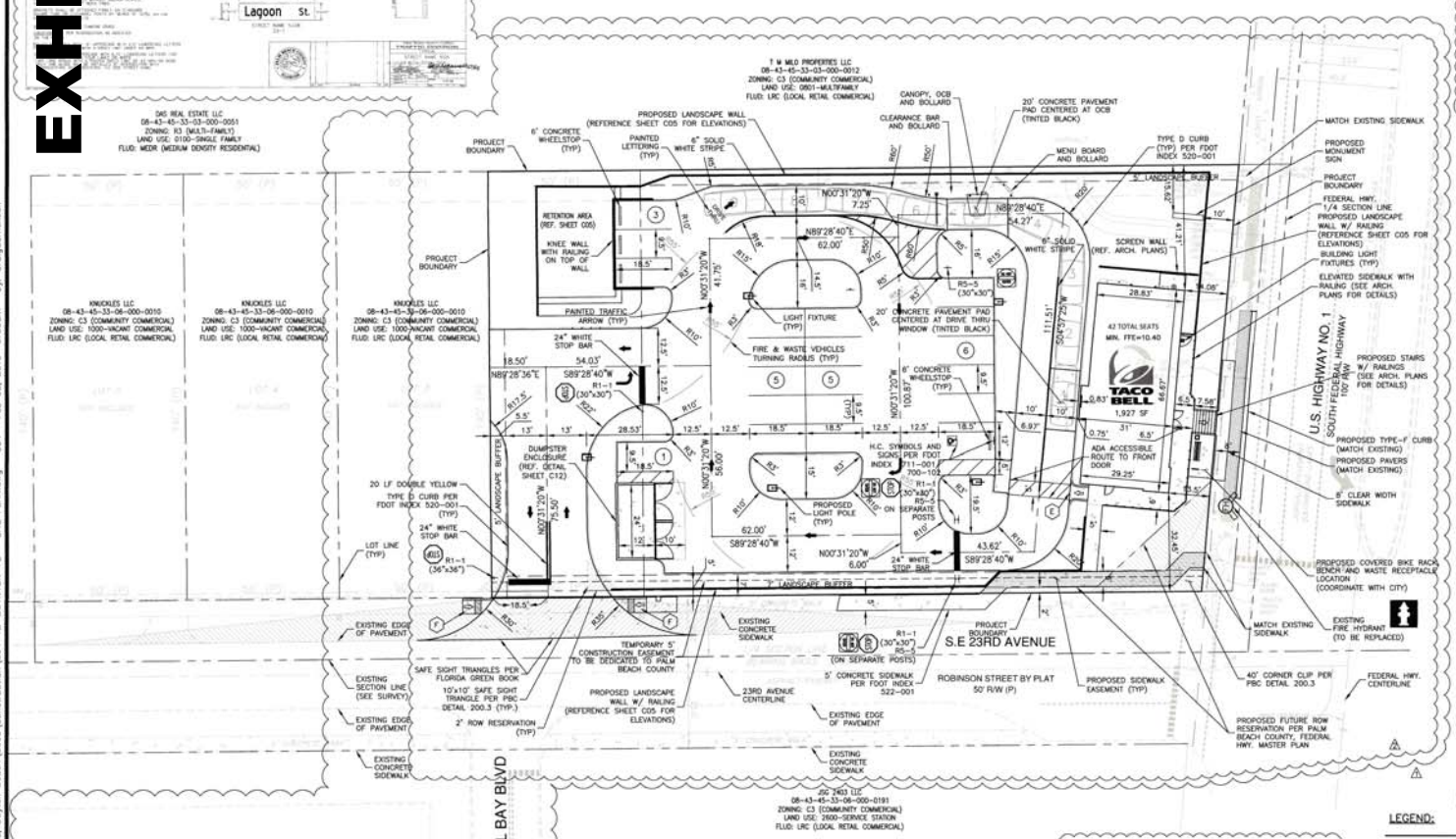
Very truly yours,
CORNELISON ENGINEERING & DESIGN, INC.

Craig L. Cornelison, P.E.
Florida PE #55433

CLC:mac
1105059\TB Boynton Beach\City\Conditional Use Justification

EXHIBIT C





SITE DATA:

SITE AREA:	33,552.7 SF (0.77 AC)
PARCEL NUMBER:	08-43-45-33-06-000-0010 (PORTION OF)
EXISTING ZONING:	C-3 (COMMUNITY COMMERCIAL)
FUTURE LAND USE DESIGNATION:	LRC – LOCAL RETAIL COMMERCIAL
EXISTING USE:	VACANT RETAIL
PROPOSED USE:	FAST FOOD RESTAURANT
TOTAL BUILDING AREA:	1,927 SF
PROPOSED BUILDING HEIGHT:	22'1-1/2" (1 STORY)
FLOOR AREA RATIO (FAR):	0.057
FLOOD ZONE:	X – SITE DOES NOT LIE WITHIN A DESIGNATED FLOOD ZONE FEMA MAP NUMBER 12099C0793F 10/05/17

IMPERVIOUS AREA CALCULATIONS:

EXISTING IMPERVIOUS AREA	= 0.0 SF (0.0%)*
PROPOSED IMPERVIOUS AREA	= 22,560 SF (67.2%)

*SITE PREVIOUSLY CLEARED IN 2007

PROJECT AREAS:

BUILDING AREA:	1,927 SF	5.7%
PERVIOUS AREA:	10,993 SF	32.8%
SIDEWALK AREA:	1,224 SF	3.6%
IMPERVIOUS AREA (VUA):	19,409 SF	57.9%
TOTAL AREA:	33,553 SF	100.0%

REQUIRED BUILDING SETBACKS:

FRONT:	0'
SIDE:	0'
REAR:	0'

REQUIRED LANDSCAPE BUFFERS:

FRONT/ROW:	0'
SIDE:	5'
REAR:	5'

REQUIRED PARKING:

RESTAURANT (FAST FOOD)
1 SPACE PER 2.5 SEATS, OR 1 SPACE PER 100 SQUARE FEET OF GFA
PARKING REQUIRED = 42 X 1/2.5 = 17 SPACES, OR
1,927 SF X 1 SPACE/100 SF = 19 SPACES

20 PARKING SPACES REQUIRED

PARKING PROVIDED:

REGULAR PARKING SPACES:	19 SPACES
ACCESSIBLE PARKING SPACES:	1 SPACES
TOTAL PARKING PROVIDED =	20 SPACES

NOTES:

1. A REGISTERED LAND SURVEYOR SHALL REPLACE SURVEY MONUMENTS OR BENCHMARKS, WHICH HAVE TO BE DISTURBED BY THIS WORK, UPON COMPLETION OF WORK.
2. HANDICAP PARKING SPACES SHALL BE MARKED BY THE INTERNATIONAL HANDICAP SYMBOL AND EACH SPACE SHALL BE PROVIDED WITH A SIGN STATING "PARKING BY DISABLED PERMIT ONLY." ALL HANDICAP ACCESS POINTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HANDICAP CODES.
3. ALL CONSTRUCTION SHALL CONFORM TO THE SPECIFICATIONS AND STANDARDS OF THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION, WHERE APPLICABLE.
4. PRIOR TO STARTING CONSTRUCTION, THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION OF ANY ITEM SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED ALL PLANS AND ANY OTHER DOCUMENTATION FROM ALL OF THE PERMITTING AND ANY OTHER REGULATORY AUTHORITIES.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL SETBACKS AND/OR EASEMENTS BEFORE BEGINNING CONSTRUCTION.
6. UNLESS OTHERWISE INDICATED ON PLANS, ALL PARKING LOT DIMENSIONS ARE TO THE FACE OF THE CURB AND/OR CENTER OF STRIPING.
7. ALL BUILDING DIMENSIONS ARE TO THE EXTERIOR FACE OF CMU WALL.
8. LIGHTING TO BE NON-GLARE AND AVOID SPILLAGE INTO ADJACENT PROPERTY.
9. MAINTENANCE OF TRAFFIC (MOT) SET UP MUST BE SUPERVISED BY A CERTIFIED MOT PERSON.
10. AS-BUILT PLANS CERTIFIED BY A LICENSED SURVEYOR ARE REQUIRED BY CONTRACTOR AT TIME OF COMPLETION. GRADING, UTILITY, AND STORMWATER AS-BUILTS ARE REQUIRED TO THE ENGINEER IN BOTH SIGNED AND SEALED PAPER FORMAT, AS WELL AS ELECTRONIC AUTOCAD FORMAT. AT A MINIMUM, THE GRADING AS-BUILTS ARE TO INCLUDE ALL CENTERLINE HIGH POINTS AND LOW POINTS, CHANGES IN GRADE, INTERSECTIONS, PAVEMENT AND SIDEWALK GRADES AT HANDICAP RAMPS, HANDICAP PARKING SPACES AND ACCESS AISLES, HANDICAP PATHS OF TRAVEL AND ALL GRADES AS INDICATED ON THE PAVING, GRADING, AND DRAINAGE PLAN. UTILITY AND STORMWATER AS-BUILTS SHALL INCLUDE LOCATIONS (HORIZONTAL AND VERTICAL) OF ALL APPURTENANCES, INCLUDING, BUT NOT LIMITED TO, PIPES, MANHOLES, VALVES, ETC.
11. ALL PROPOSED SIDEWALKS AND HANDICAP RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HANDICAP CODE. CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER OF ANY DEVIATIONS.
12. SIGNAGE SHALL BE SUBMITTED AND PERMITTED SEPARATELY.
13. NO OBSTRUCTION SHALL BE PLACED WITHIN ANY SIGHT DISTANCE TRIANGLE.
14. THE CONTRACTOR SHALL NOTIFY FDOT 48 HOURS IN ADVANCE PRIOR TO INITIATING ANY WORK WITHIN FDOT RIGHT-OF-WAY.
15. FOR ALL ONSITE RAMPS (OUTSIDE FDOT RIGHT OF WAY) REFERENCED PER FDOT INDEX 304, DETECTIBLE WARNING (TRUNCATED DOMES) ARE NOT REQUIRED PER ADA GUIDELINES AND THE FLORIDA ACCESSIBILITY CODE.
16. ALL DISTURBED AREAS IN RIGHT-OF-WAY SHALL BE SODDED.
17. ALL PLANS SUBMITTED FOR PERMIT SHALL MEET THE CITY OF BOYNTON BEACH CODES AND THE APPLICABLE BUILDING CODES IN EFFECT AT THE TIME OF PERMIT APPLICATION.

PALM BEACH COUNTY NOTES:

1. IF PROPOSED WORK DAMAGE PALM BEACH COUNTY ROADWAY AND/OR SIDEWALK IT WILL BE CONSTRUCTED REPAIRED OR REPLACED TO ITS ORIGINAL OR BETTER CONDITION AT NO COST TO THE PALM BEACH COUNTY.
2. ALL CONSTRUCTION AND RESTORATION WORK WITHIN PALM BEACH COUNTY RIGHT OF WAY SHALL COMPLY WITH THE LATEST EDITION OF THE FDOT DESIGN STANDARDS AND THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
3. PAVEMENT MARKINGS & SIGNING SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND PALM BEACH COUNTY TYPICAL T-P-1E IN PBC R/W.
4. CONTRACTOR SHALL CONTACT PBC TRAFFIC OPERATIONS AT 561-233-3900 FORTY-EIGHT (48) HOURS PRIOR TO CONSTRUCTION IF WORK IS BEING DONE WITHIN 10 FEET OF ANY SIGNAL EQUIPMENT.
5. ANY DAMAGE TO LOOPS OR ANY SIGNAL EQUIPMENT CAUSED BY CONSTRUCTION OF THIS PROJECT MUST BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION AT NO COST TO PALM BEACH COUNTY.
6. NO EXCAVATION AROUND PBC SIGNAL POLES WITHIN A 5 FT. RADIUS FROM THE CENTER OF THE POLE. PLEASE SEE "PBC TRAFFIC SIGNAL INSTALLATION AND DETAILS 2018" DRAWING 1-5.3

THE PARCEL SHOWN FOR DEVELOPMENT IS LOCATED WITHIN THE FOLLOWING FLOOD ZONE(S) AS DETAILED BY FEMA FIRM (FLOOD INSURANCE RATE MAP) INFORMATION DESCRIBED BELOW:						
FLOOD ZONE	COMMUNITY	NUMBER	PANEL	SUFFIX	MAP EFFECTIVE DATE	MAP NUMBER
X	BOYNTON BEACH, CITY OF	120196	0793	F	OCT 5, 2017	12099C0793F

LEGEND:

- PROPOSED BOUNDARY LINE
- LOT LINE
- LANDSCAPE BUFFER
- PAVEMENT CENTER LINE
- EX. PAVEMENT CENTER LINE
- PROPOSED BUILDING
- PROPOSED CONCRETE PAVEMENT
- INDICATES DIRECTION OF TRAFFIC FLOW
- INDICATES A RAMP
- INDICATES NUMBER OF PARKING SPACES IN ROW
- FDOT CURB RAMP TYPE PER FDOT INDEX 522-002
- FIRE HYDRANT
- PAVERS TO MATCH EXISTING
- EASEMENT AREA TO BE DEDICATED TO THE CITY OF BOYNTON BEACH

BENCHMARK

ELEVATIONS SHOWN HEREON REPRESENT NAVD88 DATUM

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

CORNELISON ENGINEERING & DESIGN, INC.
CED

© 2018 CORNELISON ENGINEERING & DESIGN, INC.
38039 OLD 5TH AVENUE, ZEPHYRHILLS, FL 33542
TEL: 813-994-1001 FAX: 813-788-7062
WWW.CORNELISON-ENG.COM
CERTIFICATE OF AUTHORIZATION 28928

STATE OF FLORIDA
CRAIG L. CORNELISON
55433
PROFESSIONAL ENGINEER
2-08-19
CRAIG L. CORNELISON, P.E.
FLORIDA LICENSE NUMBER: PE55433

REVISIONS:
1. 11/01/18 REV. PER CITY COMMENTS
2. 02/04/19 REV. PER CITY & COUNTY CMNTS.

CONTRACT DATE:
BUILDING TYPE: SM-42EXLT
PLAN VERSION:
SITE NUMBER:
STORE NUMBER:

TACO BELL
2319 S. FEDERAL HIGHWAY
BOYNTON BEACH, FLORIDA 33435

SM-42EXLT

SITE PLAN

C04

PLOT DATE: 2-08-19

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Cornelison Engineering & Design, Inc. and shall be without liability to Cornelison Engineering & Design, Inc.

Drawing name: P:\1105059 – TB Federal & 23rd, Boyton Beach\Cadd\Construction\C04–TB–BOYNTON–FL – SITE PLAN.dwg C04 Feb 08, 2019 9:39am by: CraigCornelison

LANDSCAPE INSTALLATION NOTES

1) ALL PLANT MATERIALS SHALL BE FLORIDA #1 OR BETTER AS GIVEN IN GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

2) LOCATION OF PLANTS ON THE PLAN ARE DIAGRAMMATIC- SEE THE LANDSCAPE ARCHITECT FOR QUESTIONS ON EXACT LOCATIONS. THE PLANT MATERIALS LIST IS PROVIDED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR. SHOULD THERE BE ANY DISCREPANCY BETWEEN THE PLANT LIST AND THE PLAN, THE PLAN SHALL PREVAIL.

3) IT IS THE LANDSCAPE CONTRACTORS RESPONSIBILITY TO INSURE THAT ALL PLANT BED AREAS HAVE PROPER DRAINAGE FOR OPTIMUM GROWTH OF LANDSCAPE MATERIAL BEFORE INSTALLATION BEGINS.

4) THE CONTRACTOR SHALL INSURE THAT ALL PLANTING ISLANDS AND OTHER AREAS SHALL BE CLEAN OF TRASH, CONSTRUCTION DEBRIS, OR OTHER WASTE MATERIALS TO A DEPTH OF 24" PRIOR TO LANDSCAPE INSTALLATION.

5) ALL PLANT BEDS AND TREE RINGS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE AND THEN TOP-DRESSED WITH 3" DEEP BROWN SHREDDED EUCALYPTUS MULCH. ALL NEW TREES SHALL HAVE A TREE RING WITH A MINIMUM OF 24" RADIUS. ALL NEW TREES AND PALMS SHALL BE STAKED. ALL EXISTING TREES TO REMAIN SHALL HAVE A 6' RADIUS MULCH RING AT A DEPTH OF 3".

6) TREES SHRUBS, AND GROUND COVER SHALL BE INSTALLED USING THE FOLLOWING PROCEDURE: PLANT PITS SHALL BE EXCAVATED TO THICE THE DIAMETER OF THE PLANT ROOT BALL. AERATE EXISTING SOIL BEFORE BACKFILLING PIT.

7) TREE INSTALLATION: ALL REQUIRED TREES SHALL BE INSTALLED 1" - 2" ABOVE FINISH GRADE. TREES INSTALLED OR BURIED TOO DEEP SHALL BE RESET TO THIS STANDARD. REMOVE THE TOP 1/3 OF THE WIRE BASKETS ON ALL B & B STOCK.

TREE REQUIREMENTS

1) INTERIOR REQUIREMENTS
1 TREE PER LANDSCAPE ISLAND
8 ISLANDS = 8 TREES

2) VUA PERIMETER REQUIREMENTS
NORTH PERIMETER 240 LF/ 30 = 8 TREES
EAST STREET TREES (OVERHEAD POWER LINE)
74 LF/ 25 = 3 TREES
SOUTH PERIMETER 203 LF/ 25 = 8 TREES
WEST PERIMETER 140 LF / 30 = 5 TREES
TOTAL PERIMETER =24 TREES

3) FOUNDATION REQUIREMENTS
1 CANOPY TREE OR CLUSTER 3 PALMS EVERY 20' ALONG EACH FACADE
140 LF FACADE/ 20 = 10 TREES

4) 4 SIGNATURE TREES

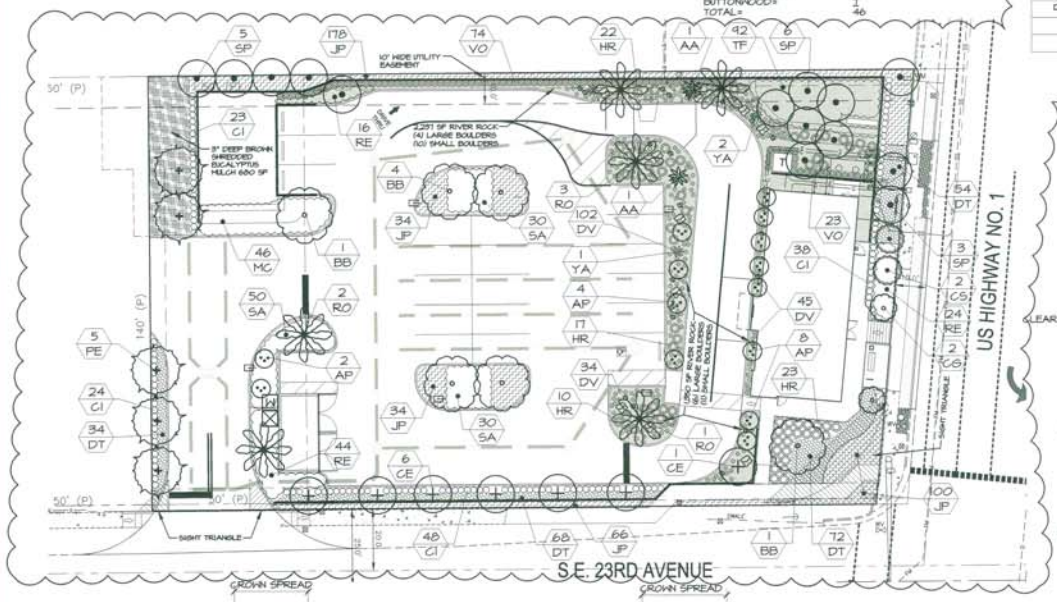
5) TOTAL REQUIRED TREES
8 + 24 + 10 + 4 = 46 TREES

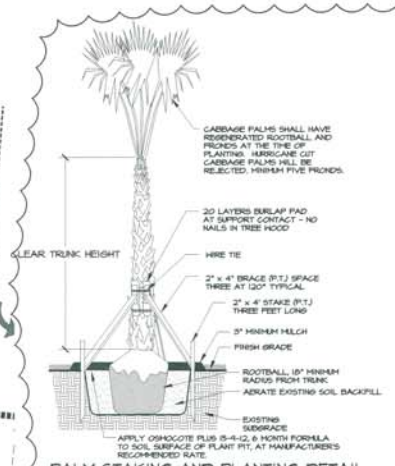
PROPOSED TREES

CABBAGE PALM =	14/3 = 4
ROYAL PALM =	6
ALEXANDER PALM =	14
PINE =	5
BLACK OLIVE =	6
GLAUCOUS CASSIA =	2
ORANGE GEIGER	2
BUTTONWOOD=	1
TOTAL=	46

PLANT MATERIAL LIST

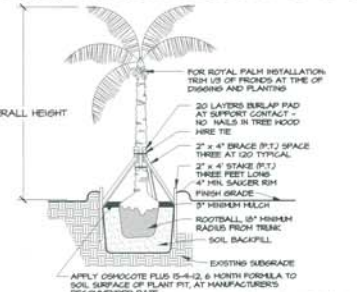
SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS	NATIVE	SPACING
SP	14	SABAL PALMETTO	CABBAGE PALM WITH BOOTS REGENERATED FRONDS	12', 15' & 18' STAGGERED CLEAR TRUNK HTS	YES	AS SHOWN
RO	6	ROYSTONEA REGIA	ROYAL PALM	21' OVERALL HEIGHT	YES	AS SHOWN
AP	14	PTYCHOSPERMA ELEGANS	ALEXANDER PALM	12' OVERALL HEIGHT, TRIPLE TRUNK	NO	AS SHOWN
BB	6	BUCIDA BUCERAS "SHADY LADY"	BLACK OLIVE	14" HT X 6' SPD, 4" CAL, RPB, 4' C.T.	YES	AS SHOWN
PE	5	PINUS ELLIOTTI "DENSA"	DENSA PINE	16' HT X 7' SPD, 4" CALIPER, RPB	YES	AS SHOWN
CE	7	CONOCARPUS ERECTUS	GREEN BUTTONWOOD	14' HT X 4' SPD, STANDARD STEM, 4" CAL, RPB, 4' C.T.	YES	AS SHOWN
GS	2	CASSIA SURATTENSIS	GLAUCOUS CASSIA	10' HT X 4' SPD, STANDARD STEM, 2" CAL, RPB, 4' C.T.	NO	AS SHOWN
GB	2	CORDIA SEBESTENA	ORANGE GEIGER	10' HT X 4' SPD, STANDARD STEM, 2" CAL, RPB, 4' C.T.	NO	AS SHOWN
VO	91	VIBURNUM ODORATISSIMUM AHABUKI	AHABUKI VIBURNUM	24" HT X 24" SPD, 3 GALLON	YES	24" OC
MC	87	MUHLENBERGIA CAPILLARIS	MUHLY GRASS	24" HT X 24" SPD, 3 GALLON	YES	30" OC
TF	92	TRIPSACUM DACTYLOIDES	FAKAHATCHEE GRASS	24" HT X 24" SPD, 3 GALLON	YES	30" OC
CI	138	CHRYSOBALANUS ICACO	COCOPLUM	24" HT X 24" SPD, 3 GALLON	YES	24" OC
RE	84	RUSSELIA EQUISETIFORMIS	FIRECRACKER PLANT	24" HT X 24" SPD, 3 GALLON	NO	30" OC
SA	110	SCHEFFLER ARBORICOLA 'TRINETTE'	VARIEGATED SCHEFFLERA	18" HT X 18" SPD, 3 GALLON	NO	AS SHOWN
HR	72	HIBISCUS ROSA-SINENSIS	RED HIBISCUS	24" HT X 24" SPD, 3 GALLON	NO	AS SHOWN
YA	3	YUCCA ALOIFOLIA	SPANISH BAYONET	36" HT X 36" SPD, 7 GALLON	YES	AS SHOWN
AA	2	AGAVE AMERICANA 'MARGINATA'	CENTURY PLANT	24" HT X 24" SPD, 7 GALLON	NO	AS SHOWN
DT	226	DIANELLA TASMANICA	BLUEBERRY FLAX LILY	10" HT X 10" SPD, 1 GALLON	NO	AS SHOWN
JP	322	JUNIPERUS CHINESIS "PARSONII"	PARSONS JUNIPER	6" HT X 15" SPD, 3 GALLON	NO	AS SHOWN
DV	181	DIETES VEGETA	WHITE AFRICAN IRIS	10" HT X 10" SPD, 1 GALLON	NO	AS SHOWN
	31	SMALL 4' LARGE RIVER ROUND BOULDER		21 @ 18" X 18" AND 10 @ 24" X 24"		AS SHOWN
	3581 SF	BROWN RIVER ROCK, 3" DEEP		3/4" - 1" PIECES		AS SHOWN





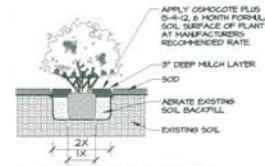
PALM STAKING AND PLANTING DETAIL

CONTRACTOR SHALL REMOVE STAKING AND GUYING MATERIALS AFTER ONE GROWING SEASON.

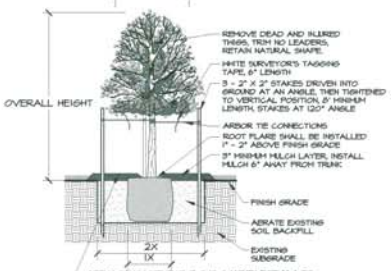


PALM STAKING AND PLANTING DETAIL

CONTRACTOR SHALL REMOVE STAKING AND GUYING MATERIALS AFTER ONE GROWING SEASON.

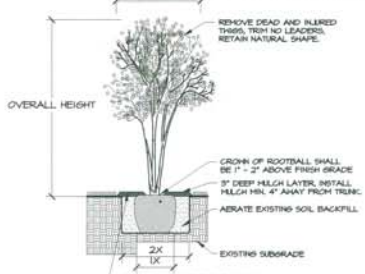


SHRUB PLANTING DETAIL

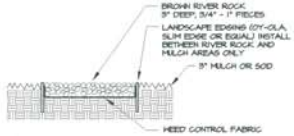


TREE STAKING AND PLANTING DETAIL

CONTRACTOR SHALL REMOVE STAKING AND GUYING MATERIALS AFTER ONE GROWING SEASON.



MULTI-STEM TREE DETAIL



GRAVEL ROCK INSTALLATION DETAIL

SYMBOL LEGEND

BROWN RIVER ROCK

LANDSCAPE
10 QUANTITY
QV SPECIES

0 20 40
SCALE (IN FEET)

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CED
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3939 NO. 29TH AVENUE, HOLLYWOOD, FL 33020
TEL: 813-788-0353 FAX: 813-788-1062
CERTIFICATE OF AUTHORIZATION 28928

ANDERSON LESNIAK LIMITED, INC.
landscape architects land planners
4021 S. WEBSTER-KIRK BOULEVARD
ALMA, GEORGIA 31510
(912) 637-4700 FAX 637-5485
anderson.lesniak@bellsouth.net
www.andersonlesniakassociates.com

L. ALYSON UTTER
PLA
NO. LA 0001163

REVISIONS:
- PER CITY COMMENTS 11/02/18
- PER CITY COMMENTS 12/21/18
- PER CITY COMMENTS 2/5/19

CONTRACT DATE:
BUILDING TYPE: SM-42EXLT
PLAN VERSION:
SITE NUMBER:
STORE NUMBER:

TACO BELL
2319 S. FEDERAL HIGHWAY
BOYNTON BEACH, FLORIDA 33435

TACO BELL
SM-42EXLT

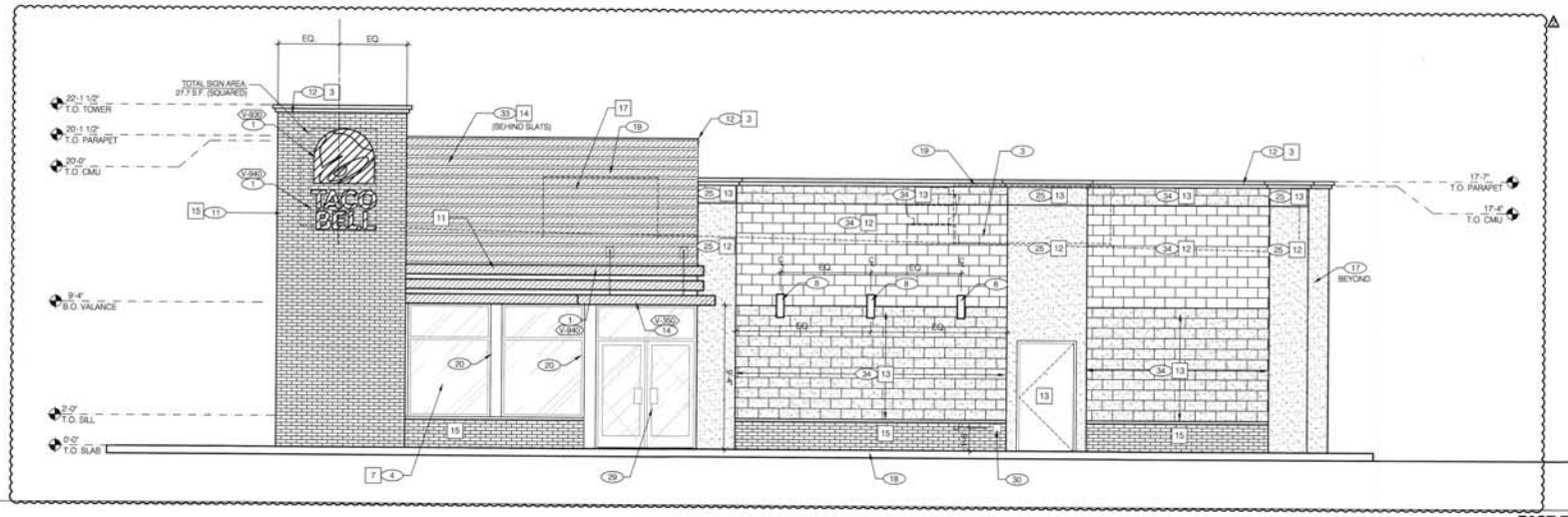
LANDSCAPE PLAN

L-1

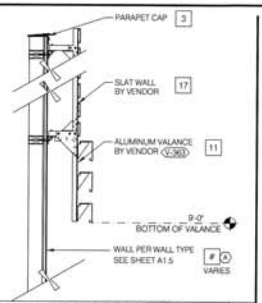
PLOT DATE: 2-06-19

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Cornelison Engineering & Design, Inc. and shall be without liability to Cornelison Engineering & Design, Inc.

Drawing name: \\Server\Vol1\Projects\2018\18137 Taco Bell @ Boynton Beach\CS civil\LA-2.dwg L-1 Feb 06, 2019 9:58am by Brian



EAST ELEVATION 1/4"=1'-0" | 1



SLAT WALL COLOR TRANSITION N.T.S. | 9

NOT USED N.T.S. | 8

MISCELLANEOUS
A. SEE SHT A1.1 "WINDOW TYPES" FOR WINDOW ELEVATIONS.
B. ALL EXTERIOR PAINTED SURFACES TO RECEIVE MINIMUM OF 2 COATS OF EXTERIOR PAINT AS PER EXTERIOR FINISH SCHEDULE 7-A4.0.

SEALERS (REFER TO SPECS):
A. SEALANT AT ALL WALL AND ROOF PENETRATIONS.
B. SEALANT AT ALL WINDOW AND DOOR FRAMES AT HEAD AND JAMB. DO NOT SEAL SILL @ WINDOWS.
C. APPLY NEOPRENE GASKET (CONT.) BETWEEN BUILDING & CANOPY.

"CRITICAL" DIMENSIONS:
A. REQUIRED CLEAR OPENING WIDTH TO ENSURE COORDINATION WITH STANDARD SIGNAGE/ BUILDING ELEMENTS DIMENSIONS.

NOTE: NO EXTERIOR SIGNS ARE WITHIN THE SCOPE OF WORK COVERED BY THE BUILDING PERMIT APPLICATION. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE INSTALLATION OF ALL EXTERIOR SIGNS AND INSTALLATION OF REQUIRED BLOCKING AND ELECTRICAL CONNECTIONS FOR FINAL APPROVED SIGNS.

GENERAL NOTES | 6

SYMBOL	AREA	MANUFACTURER	COLOR	ALTERNATE MFR.	ALTERNATE COLOR	CONTACT INFORMATION
1	NOT USED					
2	NOT USED					
3	PARAPET CAP	DUROLAST	MEDIUM BRONZE (FACTORY FINISH)	SHERWIN WILLIAMS	SW 7069 "IRON ORE"	DURO-LAST: LEE COBB, 800-434-3876 (PHONE)
4	NOT USED					
5	NOT USED					
6	NOT USED					
7	STOREFRONT WINDOWS	TBD	CLEAR ANODIZED			
8	PIPE BOLLARDS	STREET SMART	YELLOW - 1/4" THICK PLASTIC COVER (US.POSTMAN.COM) OR EQUAL			
9	PARAPET BACK ROOFING	DUROLAST	THE COLOR SHALL BE FACTORY COLORED "TAN." EQUAL ALTERNATE ALLOWED.			DURO-LAST: LEE COBB, 800-434-3876 (PHONE)
10	NOT USED					
11	VALANCE COLOR	SIGN VENDOR	SW 7034 "STATUS BRONZE" (EQUAL)			
12	MAIN BUILDING COLOR	SHERWIN WILLIAMS	SW 6096 "PACER WHITE"	LOTUSAN	NA08-0010	SHERWIN WILLIAMS: BRAD HARRINGTON, 216-341-5558 X115 (PHONE), BRAD.E.HARRINGTON@SHERWIN.COM
13	ACCENT COLOR	SHERWIN WILLIAMS	SW 7067 "CITYSCAPE"	LOTUSAN	NA08-0011	
14	WALL COLOR BEHIND SCREEN WALL	SHERWIN WILLIAMS	SW 6831 "CLEMATIS"			EIFS CONTACT: STO CORP.: CHUCK DUFFIN, 940-894-2092 (PHONE), 940-894-2095 (FAX), CDUFFIN@STOCORP.COM
15	BASE	BORAL	CULTURED STONE - "BUCKS COUNTY" COUNTRY LEDGESTONE			
16	NOT USED					
17	SLAT WALL	SIGN VENDOR	WOOD LIKE FINISH TBD BY VENDOR			

EXTERIOR FINISH SCHEDULE | 7

NOT USED N.T.S. | 5

1. BUILDING SIGN, BY VENDOR. REQUIRES ELECTRICAL, SEE ELECTRICAL PLANS.
2. DRIVE THRU WINDOW. SEE SHEET A1.5 AND A1.6
3. DASHED LINE INDICATES ROOF BEYOND.
4. STOREFRONT, TYPICAL. REFER TO SHEET A1.6.
5. STUCCO CONTROL JOINT.
6. SWITCH GEAR. PAINT TO MATCH WALL.
7. CO2 TANK.
8. LIGHT SCONCE.
9. ASSUME D/T LANE SURFACE 15-6" BELOW THE FINISH FLOOR. REFER TO GRADING & SITE PLAN.
10. EXTERIOR ALUMINUM ROOF ACCESS LADDER WITH SECURITY GATE. GC TO HAVE LOCALLY FABRICATED WITH POWDER COAT FINISH.
11. TOWER WITH STONE VENEER FINISH.
12. PARAPET COPING. SEE DETAIL 1/A6.0.
13. NOT USED.
14. DRIVE-THRU CANOPY BY OTHERS.
15. GAS SERVICE.
16. WALL SHALL BE FINISHED PRIOR TO INSTALLATION OF SWITCHGEAR.
17. STUCCO FINISH. PAINT TO MATCH ADJACENT WALL.
18. CONCRETE CURB.
19. RTU BEYOND, PAINT TO MATCH MAIN BUILDING COLOR. ALL ROOF TOP EQUIPMENT TO BE SCREENED FROM VIEW BY PARAPET WALL.
20. BREAK METAL COVER OVER CMU PIERS TO MATCH STOREFRONT.
21. OVERFLOW SCUPPER, SEE ROOF PLAN.
22. NOT USED.
23. BOLLARD WITH BOLLARD COVER.
24. SINGLE MEMBRANE ROOFING.
25. STUCCO ON METAL LATH OVER SELF-ADHERENG WATERPROOFING MEMBRANE ON 1/2" EXTERIOR GRADE PLYWOOD ON 2X4 WOOD STUD. SEE EXTERIOR SCHEDULE FOR FINISH COLOR.
26. NOT USED.
27. NOT USED.
28. EXTERIOR WALL MOUNTED INSTANT WATER HEATER.
29. STOREFRONT DOOR. REFER TO DOOR SCHEDULE.
30. HOSE BIBB LOCATION. REFER TO PLUMBING AND DETAIL 8/A6.2
31. NOT USED.
32. NOT USED.
33. PAINTED SMOOTH FACE BLOCK CMU AT SLAT WALL ONLY. SEE EXTERIOR SCHEDULE FOR COLOR
34. PAINTED SPLIT FACED CMU. SEE EXTERIOR FINISH SCHEDULE FOR COLOR.

KEY NOTES | 4

NOT USED N.T.S. | 2

NOTE: SIGNAGE UNDER SEPARATE PERMIT

V-XXX	QTY	ITEM DESCRIPTION	ELEC
V-930	2	TB 3'-6" x 4'-0" LOGO BELL - FACE LIT	X
V-940	3	TB 14" CHANNEL LETTER - WHITE	X
V-350	1	DRIVE-THRU CANOPY - 4'-0"D x 9'-0"W x 6"H	X

SIGN SCHEDULE N.T.S. | 3

BUTLER MOORE ARCHITECTS

2/8/19

PERMIT REVIEW	XX.XX.2018
COMMENTS RESP	02.04.2019
CONTRACT DATE:	XX.XX.XX
BUILDING TYPE:	EXP - MED40
PLAN VERSION:	DEC 2018
SITE NUMBER:	312579
STORE NUMBER:	445575

TACO BELL

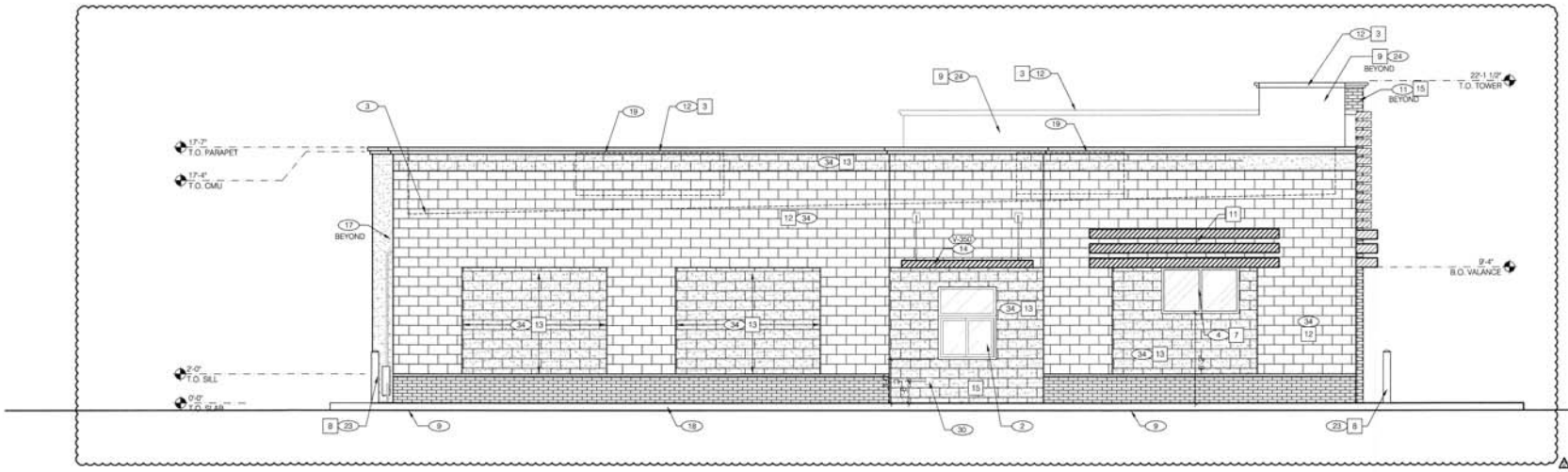
2319 S. FEDERAL HWY
BOYNTON BEACH, FL 33435

EXPLORER
MEDIUM40

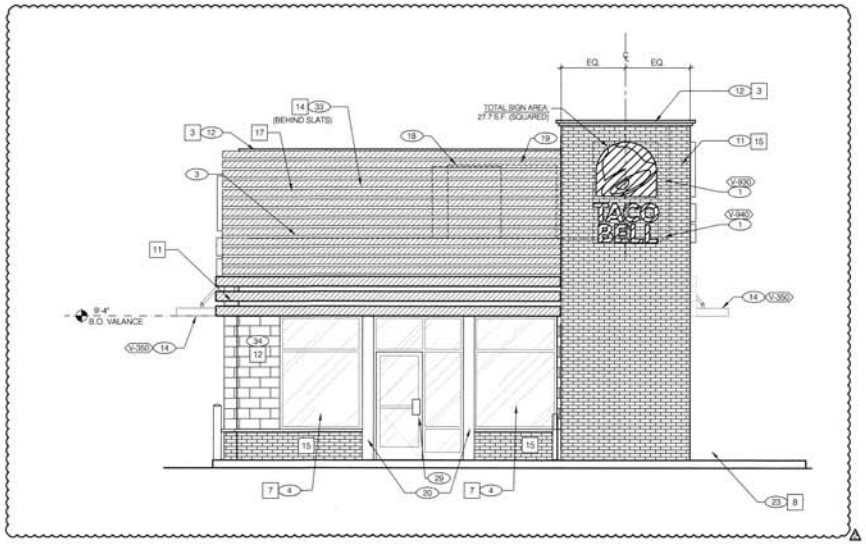
EXTERIOR ELEVATIONS

A4.0

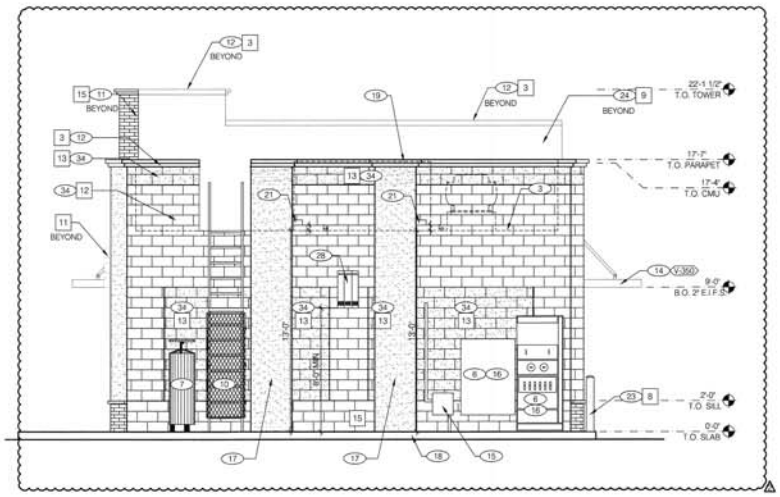
2-07-19



WEST ELEVATION 1/4" = 1'-0" | 1



SOUTH ELEVATION 1/4" = 1'-0" | 3



NORTH ELEVATION 1/4" = 1'-0" | 2

BUTLER MOORE ARCHITECTS

2/8/19

PERMIT REVIEW	XX.XX.2018
1 COMMENTS RESP	02.04.2019

CONTRACT DATE:	XX.XX.XX
BUILDING TYPE:	EXP - MED40
PLAN VERSION:	DEC 2016
SITE NUMBER:	312579
STORE NUMBER:	445575

TACO BELL
2319 S. FEDERAL HWY
BOYNTON BEACH, FL 33435

EXPLORER
MEDIUM40

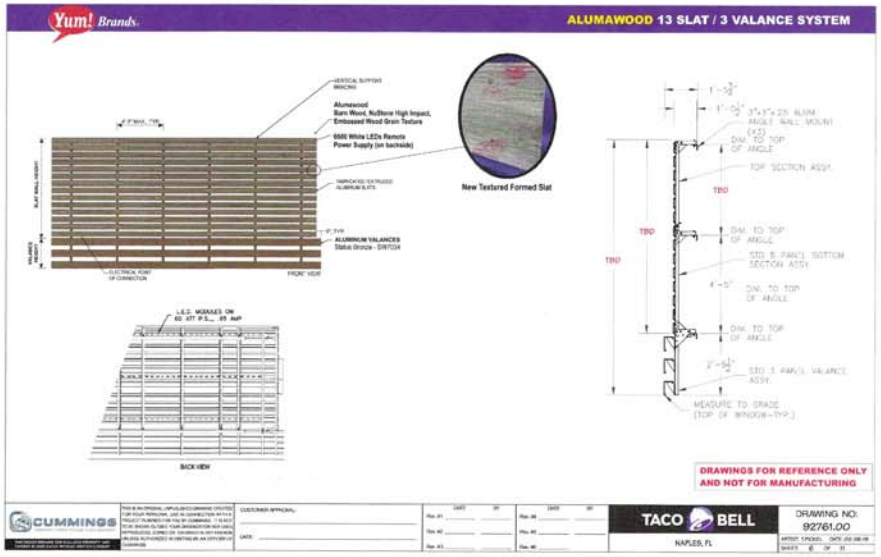
EXTERIOR ELEVATIONS

A4.1

2-07-19

MATERIAL LEGEND		
SYMBOL	MANUFACTURER	DESCRIPTION
1	SHERWIN WILLIAMS	CITYSCAPE SW 7067
2	SHERWIN WILLIAMS	PACER WHITE SW 6098
3	SHERWIN WILLIAMS	CLEMATIS SW 6831
4	SHERWIN WILLIAMS	IRON ORE SW 7069
5	SHERWIN WILLIAMS	YELLOW
A	-	PAINTED 1" STUCCO, HEAVY TEXTURE
B	-	SLAT WALL
C	-	PAINTED SPLIT FACED BLOCK
D	-	APPLIED STONE VENEER

EAST ELEVATION 1/4"=1'-0" | 1



SLAT WALL | 5

NOT USED N.T.S. | 2

[1] SHERWIN WILLIAMS SW 7067 -

[2] SHERWIN WILLIAMS SW 6098 -

[3] SHERWIN WILLIAMS SW 6831 -

[4] SHERWIN WILLIAMS SW 7069 -

PAINT COLORS SCHEDULE | 4

BUTLER MOORE ARCHITECTS

2/8/19

PERMIT REVIEW	XX.XX.2018
COMMENTS RESP	02.04.2019
CONTRACT DATE:	XX.XX.XX
BUILDING TYPE:	EXP - MED40
PLAN VERSION:	DEC 2016
SITE NUMBER	312579
STORE NUMBER:	445575

TACO BELL

2319 S. FEDERAL HWY
BOYNTON BEACH, FL 33435

EXPLORER
MEDIUM40

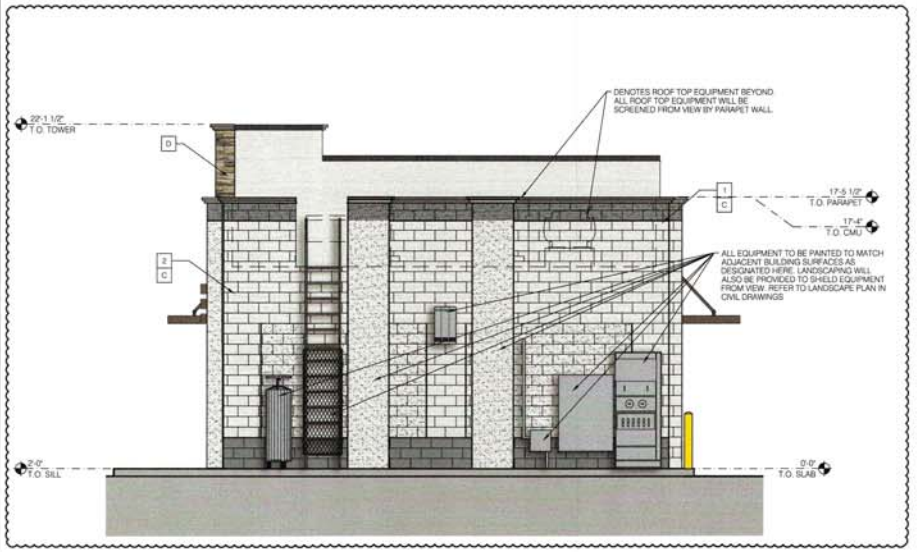
EXTERIOR ELEVATIONS

A4.2

2-08-19

WEST ELEVATION 1/4" = 1'-0" | 1

SOUTH ELEVATION 1/4" = 1'-0" | C



NORTH ELEVATION 1/4" = 1'-0" | B

BUTLER MOORE ARCHITECTS

2/8/19

PERMIT REVIEW	XX.XX.2018
1 COMMENTS RESP	02.04.2019

CONTRACT DATE:	XX.XX.XX
BUILDING TYPE:	EXP - MED40
PLAN VERSION:	DEC 2016
SITE NUMBER:	312579
STORE NUMBER:	445575

TACO BELL

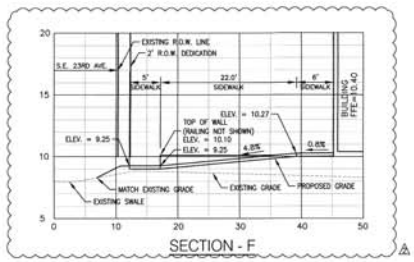
2319 S. FEDERAL HWY
BOYNTON BEACH, FL 33435

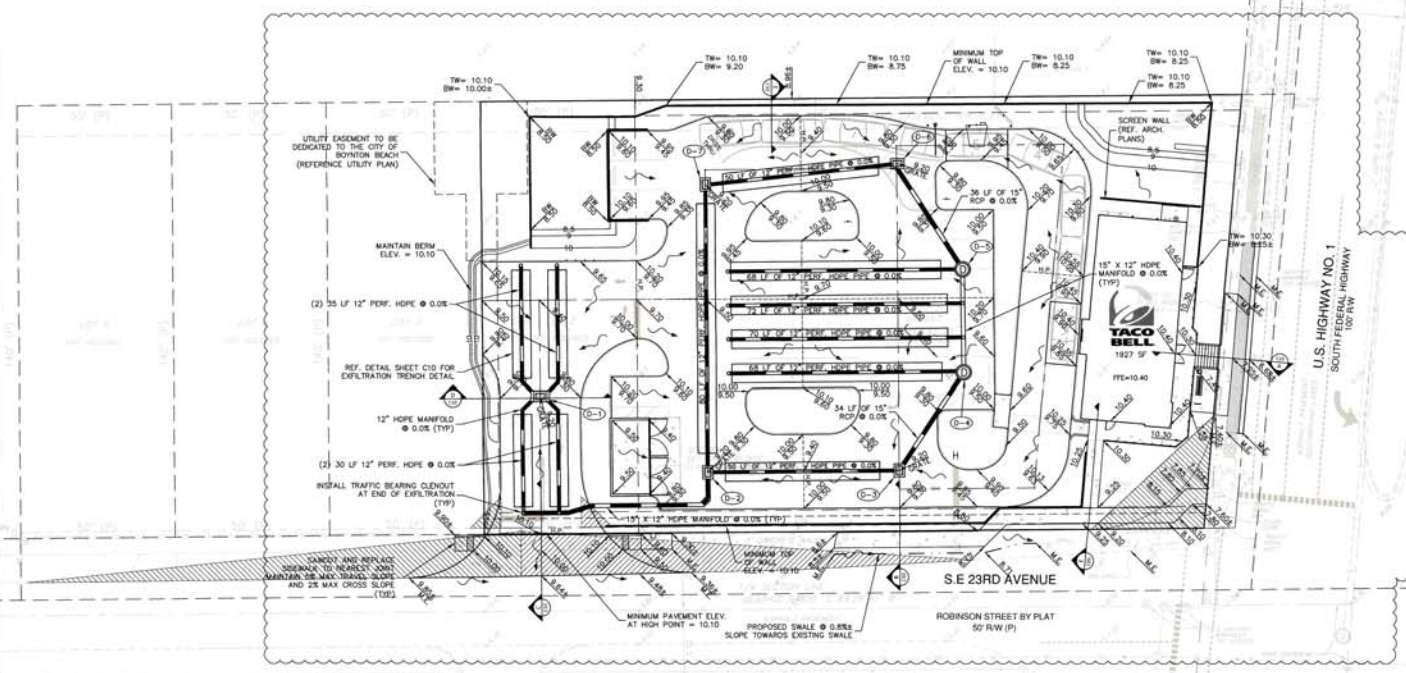
EXPLORER
MEDIUM40

EXTERIOR ELEVATIONS

A4.3

2-06-19





GENERAL NOTES:

1. THE CONTRACTOR SHALL NOTIFY FDOT 48 HOURS IN ADVANCE PRIOR TO INITIATING ANY WORK IN THE STATE RIGHTS-OF WAY.
2. THE CONTRACTOR SHALL INSTALL PRIOR TO THE START OF CONSTRUCTION AND MAINTAIN DURING CONSTRUCTION ALL SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS ON THE SITE. IMPROPER SEDIMENT CONTROL MEASURES MAY RESULT IN CODE ENFORCEMENT VIOLATION.
3. ALL DISTURBED AREAS WHICH ARE NOT PAVED SHALL BE STABILIZED WITH SEEDING, FERTILIZER AND MULCH, HYDROSEED AND/OR SOD.
4. CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS DURING CONSTRUCTION WHICH SHOW "AS-BUILT" CONDITIONS OF ALL WORK INCLUDING PIPING, DRAINAGE STRUCTURES, TOPO OF PONDS(S), OUTLET STRUCTURES, DIMENSIONS, ELEVATIONS, GRADING ETC. SIGNED AND SEALED AS-BUILT DRAWINGS PREPARED BY A REGISTERED FLORIDA LAND SURVEYOR SHALL BE PROVIDED TO THE ENGINEER OF RECORD PRIOR TO REQUESTING FINAL INSPECTION. CONTRACTOR SHALL PROVIDE ENGINEER AS-BUILT ELEVATIONS OF ALL PIPES, STRUCTURES, ETC. 48 HOURS PRIOR TO PLACEMENT OF ANY PAVEMENT.
5. NOTIFY SUNSHINE UTILITIES 48 HOURS IN ADVANCE PRIOR TO DIGGING WITHIN R/W; 811.
6. ANY DAMAGE TO EXISTING ROADS DURING CONSTRUCTION SHALL BE REPAIRED BY THE DEVELOPER/CONTRACTOR PRIOR TO FINAL AS-BUILT SIGN OFF FROM THE CITY.
7. IN ALL HANDICAP AREAS (PARKING SPACES AND ACCESS AISLE) MAXIMUM SLOPE/GRADE IS 2% IN ALL DIRECTIONS. IN ADDITION, ALL RAMPS HAVE A MAXIMUM SLOPE OF 1 TO 12.
8. TRANSITION CURB AND GUTTER AT HANDICAP RAMPS TO A MAXIMUM 2.0% CROSS SLOPE. ALL CROSS WALKS SHALL HAVE A MAXIMUM 2.0% CROSS SLOPE.
9. ALL DRAINAGE PIPE JOINTS SHALL BE FILTER FABRIC WRAPPED PER FDOT # 280.
10. SEE SURVEY FOR BENCHMARK DATA.
11. ALL PAVEMENT CROSS SLOPES AT CROSS WALKS (SLOPES PERPENDICULAR TO THE DIRECTION OF PEDESTRIAN TRAVEL) SHALL BE A MAXIMUM OF 2%. ALL ACCESSIBLE RAMPS SHALL HAVE A MAXIMUM SLOPE OF 1 IN 12. ALL LANDINGS AT STAIRS AND RAMPS SHALL HAVE A MAXIMUM SLOPE OF 2% (ALL DIRECTIONS). ALL ACCESSIBLE WALKWAYS SHALL HAVE A MAXIMUM SLOPE LESS THAN 5% IN THE DIRECTION OF TRAVEL. ALL MAXIMUM SLOPES ARE ABSOLUTE AND SUPERSEDE CONSTRUCTION TOLERANCES. THE CONTRACTOR HAS THE OPTION OF ADJUSTING GRADES TO ALLOW FOR CONSTRUCTION TOLERANCE BUT SHALL NOT ADJUST GRADES TO LESS THAN 1% SLOPE. THE CONTRACTOR SHALL CONTACT THE ENGINEER/ARCHITECT REGARDING ANY GRADE REVISIONS PRIOR TO CONSTRUCTION OF THE PAVEMENT AREAS. THE PAVEMENT SLOPES SHALL BE REVIEWED AFTER CONSTRUCTION AND PAVEMENT OVER THE MAXIMUM SLOPES SPECIFIED ABOVE SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
12. ALL TRIMMING UNDERTAKEN ON A PROTECTED TREE SHALL BE IN ACCORDANCE WITH THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A-300 PRUNING STANDARDS.
13. TO MINIMIZE SOIL EROSION, PROPOSED LAND ALTERATION ACTIVITIES SHALL NOT UNNECESSARILY REMOVE EXISTING VEGETATION AND ALTER EXISTING TOPOGRAPHY. ADEQUATE PROTECTION MEASURES (I.E., HAY BALES, BAFFLES, SODDING AND SANDBAGGING) SHALL BE PROVIDED, AS NECESSARY, TO MINIMIZE EROSION AND DOWNSTREAM SEDIMENTATION CAUSED BY SURFACE WATER RUN-OFF ON EXPOSED LAND SURFACES.
14. ANY AREAS SUBJECT TO EROSION MUST BE ADEQUATELY STABILIZED WITH VEGETATIVE MATERIAL THAT SHALL, WITHIN A REASONABLE TIME FRAME, DETER SOIL DISTURBANCE. SODDING, PLUGGING, SPRIGGING OR SEEDING IS ACCEPTABLE FOR STABILIZATION; HOWEVER, SODDING MAY BE REQUIRED IN AREAS OF EROSION-PRONE SOILS OR WHERE SLOPES ARE GREATER THAN 5:1. VEGETATION OTHER THAN GRASS IS ACCEPTABLE UNLESS OTHERWISE SPECIFIED. ANY DISTURBED AREAS THAT REQUIRE STABILIZATION (SEED OR SOD) MUST BE COMPLETED WITHIN 30 DAYS OF VEGETATION REMOVAL.

DRAINAGE STRUCTURE TABLE:

D-1
FDOT TYPE "C" INLET W/ ALT. B BOTTOM PER FDOT INDEX 425-052
W/ 2' SUMP AND WEEP HOLE
TOP ELEV = 9.20
INV ELEV = 6.00 (12" HDPE)

D-2
FDOT TYPE "C" INLET
PER FDOT INDEX 425-052
W/ 2' SUMP AND WEEP HOLE
TOP ELEV = 9.20
INV ELEV = 6.00 (12" HDPE)

D-3
FDOT TYPE "C" INLET
PER FDOT INDEX 425-052
W/ 2' SUMP AND WEEP HOLE
TOP ELEV = 9.20
INV ELEV = 6.00 (12" HDPE)
INV ELEV = 6.00 (15" RCP)

D-4
FDOT TYPE P-7T MANHOLE PER FDOT INDEX 425-001
W/ 2' SUMP AND WEEP HOLE
TOP ELEV = 9.50
INV ELEV = 6.00 (12" HDPE)
INV ELEV = 6.00 (15" RCP)

D-5
FDOT TYPE P-7T MANHOLE PER FDOT INDEX 425-010 & 425-001
W/ 2' SUMP AND WEEP HOLE
TOP ELEV = 9.60
INV ELEV = 6.00 (12" HDPE)
INV ELEV = 6.00 (15" RCP)

D-6
FDOT TYPE "C" INLET
PER FDOT INDEX 425-052
W/ 2' SUMP AND WEEP HOLE
TOP ELEV = 9.20
INV ELEV = 6.00 (12" HDPE)
INV ELEV = 6.00 (15" RCP)

D-7
FDOT TYPE "C" INLET
PER FDOT INDEX 425-052
W/ 2' SUMP AND WEEP HOLE
TOP ELEV = 9.20
INV ELEV = 6.00 (12" HDPE)

NOTE: INSTALL MINIMUM OF 568 LF OF EXFILTRATION TRENCH

SITE STAGE DATA:

SHWT ELEV = 6.00'
EXFIL. TRENCH BOTTOM ELEV = 5.00'
EXFIL. TRENCH PIPE INV ELEV = 6.00'
EXFIL. TRENCH TOP ELEV = 8.00'

$DHW_{100/72}$ ELEV = 10.17'
$DHW_{25/72}$ ELEV = 10.09'
$DHW_{10/72}$ ELEV = 9.74'

LEGEND:

- PROPOSED STORM PIPE
- PROPOSED EXFILTRATION TRENCH
- 130 PROPOSED CONTOURS
- ELEV. PROPOSED SPOT ELEVATION
- TOC / BOC PROPOSED SPOT EL. (TOP OF CURB AND BOTTOM OF CURB)
- EXISTING SPOT ELEVATION
- INDICATES DIRECTION OF SURFACE WATER FLOW
- D PROPOSED STORM STRUCTURE
- SITE BENCHMARK LOCATION
- PROPOSED CONCRETE
- PAVEMENT TO BE REPLACED WITHIN R.O.W.
- PAVERS TO MATCH EXISTING
- PROPOSED SWALE

NOTE:
THE REQUIRED MINIMUM PERIMETER ELEVATION WILL BE EQUAL TO OR GREATER THAN THE 25-YEAR, 3-DAY PEAK STAGE ELEVATION (10.10 FEET NAVD88).

THE PARCEL SHOWN FOR DEVELOPMENT IS LOCATED WITHIN THE FOLLOWING FLOOD ZONE(S) AS DETAILED BY FEMA FIRM (FLOOD INSURANCE RATE MAP) INFORMATION DESCRIBED BELOW:						
FLOOD ZONE	COMMUNITY	NUMBER	PANEL	SUFFIX	MAP EFFECTIVE DATE	MAP NUMBER
X	BOYNTON BEACH, CITY OF	120196	0793	F	OCT 5, 2017	12099C0793F

BENCHMARK
ELEVATIONS SHOWN HEREON REPRESENT NAVD88 DATUM

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
811 Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

CED CORNELISON ENGINEERING & DESIGN, INC.
3639 O.D. 5TH AVENUE, ZEPHYRHILLS, FLORIDA 33542
TEL: 813-788-7835 FAX: 813-788-7062
CERTIFICATE OF AUTHORIZATION 28928

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CRAIG LEE CORNELISON LICENSE NO. 55433 STATE OF FLORIDA PROFESSIONAL ENGINEER
2-08-19
CRAIG L. CORNELISON, P.E.
FLORIDA LICENSE NUMBER: PE55433

REVISIONS:
1 11/01/19 REV. PER CITY COMMENTS
2 02/04/19 REV. PER CITY & COUNTY CMNTS.

CONTRACT DATE:
BUILDING TYPE: SM-42EXLT
PLAN VERSION:
SITE NUMBER:
STORE NUMBER:

TACO BELL
2319 S. FEDERAL HIGHWAY
BOYNTON BEACH, FLORIDA 33435

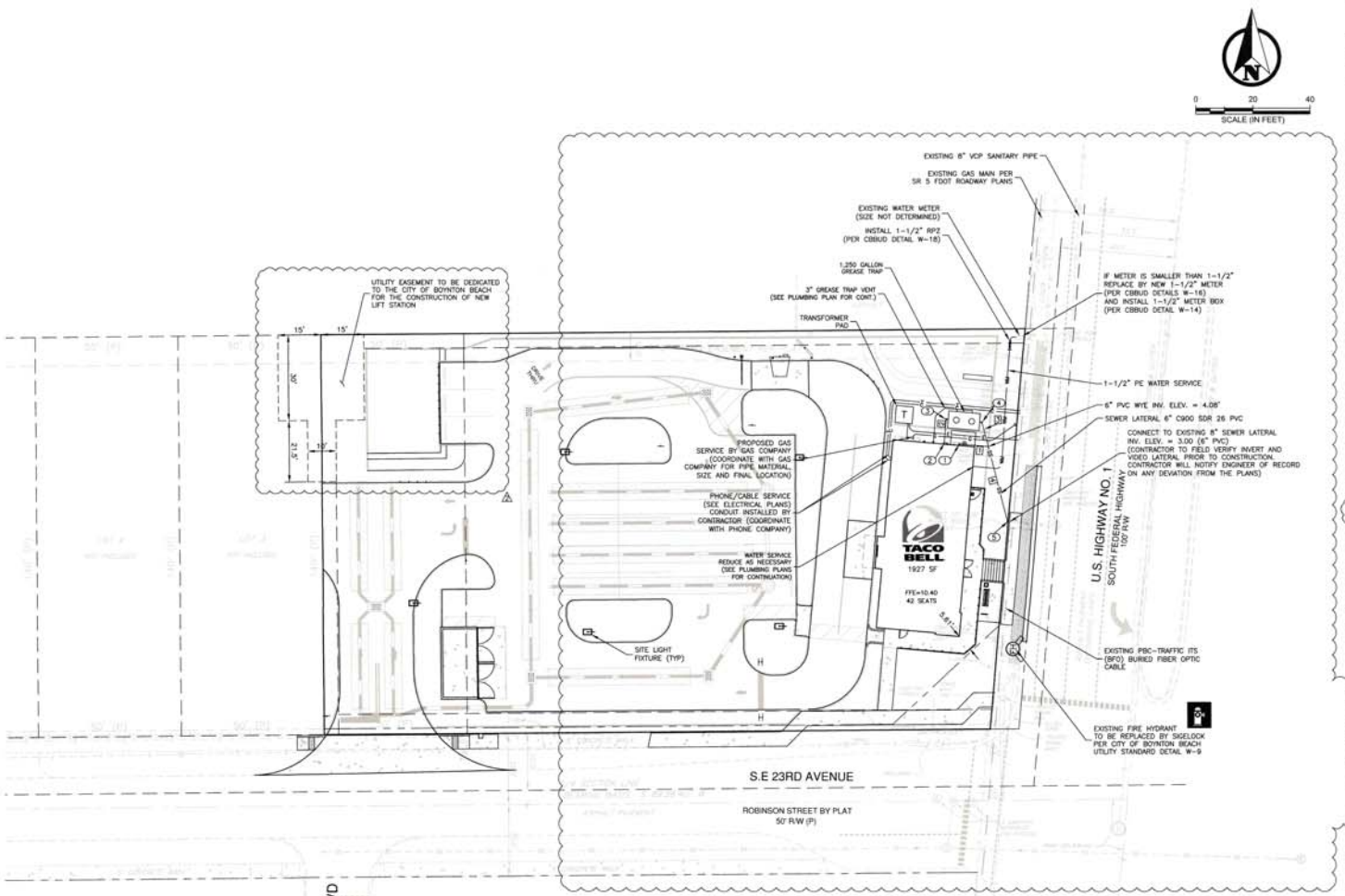
SM-42EXLT

PAVING, GRADING AND DRAINAGE PLAN

C05

PLOT DATE: 2-08-19

Drawing name: P:\11050569 - TB Federal & 23rd, Boyton Beach\Cadd\Construction\C05-TB-BOYNTON-FL - PID PLAN.dwg C05 Feb 06, 2019 12:31pm by: CraigCornelison



UTILITY NOTES:

1. ALL UTILITY WORK SHALL CONFORM TO CITY OF BOYNTON BEACH UTILITY DEPARTMENT (CBBUD) STANDARDS. THE MOST CURRENT STANDARDS AND SPECIFICATIONS IN FORCE AT THE TIME OF CONSTRUCTION SHALL BE USED.
2. ALL VALVES, SERVICES, HYDRANTS, FITTINGS, ETC., ARE NOT DRAWN TO SCALE BUT ARE SHOWN FOR SCHEMATIC PURPOSES ONLY.
3. ALL DISTURBED AREAS WITHIN THE RIGHT-OF-WAY SHALL BE REGRADED AND SODDED TO PRE-CONSTRUCTION CONDITIONS.
4. THE LOCATION OF THE EXISTING UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY IF "OTHER" UTILITIES (NOT SHOWN IN THE PLANS) EXIST WITHIN THE AREA OF CONSTRUCTION. SHOULD THERE BE UTILITY CONFLICTS, THE CONTRACTOR SHALL INFORM THE RESPECTIVE UTILITY OWNERS TO RESOLVE UTILITY CONFLICTS AND ADJUSTMENTS, AS REQUIRED.
5. THE APPROPRIATE UTILITY COMPANY SHALL BE NOTIFIED BY THE CONTRACTOR 72 HOURS IN ADVANCE OF ANY EXCAVATION INVOLVING THEIR UTILITIES SO THAT A COMPANY REPRESENTATIVE CAN BE PRESENT.
6. LANDSCAPE AREAS SHALL BE IRRIGATED, IRRIGATION SYSTEM TO BE DESIGNED BY OTHERS.
7. ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT SHALL CONFORM TO CURRENT FDEP STANDARDS FOR LEAD CONTENT.
8. ALL PIPE AND FITTINGS INSTALLED UNDER THIS PROJECT SHALL BE COLOR CODED OR MARKED IN ACCORDANCE WITH SUBPARAGRAPH 62-555.320(21)(B)3, F.A.C., USING BLUE AS A PREDOMINANT COLOR FOR WATER. UNDERGROUND PLASTIC PIPE SHALL BE SOLID-WALL BLUE PIPE.
9. THE WATER SYSTEMS SHALL BE CONSTRUCTED TO PROVIDE ALL APPLICABLE STANDARDS IN CHAPTER 62-550, F.A.C. AND THE REQUIREMENTS OF CHAPTER 62-555, F.A.C.
10. THE DRINKING WATER PIPING AND APPURTENANCES MUST COMPLY WITH STANDARDS, REGULATIONS, OR REQUIREMENTS OF THE AMERICAN WATER WORKS ASSOCIATION STANDARDS AS INCORPORATED INTO RULE 62-555.330, F.A.C., IF APPLICABLE. THE DEPARTMENT SHALL ALLOW USE OF PIPE AND APPURTENANCES THAT DO NOT CONFORM TO THESE STANDARDS ONLY IF DOCUMENTATION IS PROVIDED IN ACCORDANCE WITH PARAGRAPH 62-555.320(21)(C), F.A.C.
11. THE DRINKING WATER PIPING AND APPURTENANCES MUST COMPLY WITH STANDARDS, REGULATIONS, OR REQUIREMENTS OF THE NSF INTERNATIONAL STANDARD 61 AS ADOPTED IN RULE 62-555.335, F.A.C., OR OTHER STANDARDS, REGULATIONS, OR REQUIREMENTS REFERENCED UNDER PARAGRAPH 62-555.320(3)(B), F.A.C., IF APPLICABLE. THE DEPARTMENT SHALL ALLOW EXCEPTIONS TO CONFORMANCE WITH THESE STANDARDS, REGULATIONS OR REQUIREMENTS ONLY IF DOCUMENTATION AND ASSURANCE IS PROVIDED IN ACCORDANCE WITH PARAGRAPH 62-555.320(3)(D), F.A.C.
12. CONTRACTOR TO COORDINATE WITH FLORIDA POWER AND LIGHT AND AT&T FOR SERVICE AND CONDUIT LOCATIONS, TYPES, ETC.
13. CONTRACTOR TO COORDINATE WITH TECO/PEOPLES GAS FOR NATURAL GAS SERVICE LOCATION, SIZE, AND REQUIREMENTS.
14. FOR DRIVE THROUGH EQUIPMENT DETAILS (MENUBOARD, OCB, LOOPS, ETC.), LOCATION AND SERVICE INFORMATION, SEE ARCHITECTURAL PLANS.
15. FOR SIGNAGE DETAILS SEE ARCHITECTURAL AND SIGNAGE PLANS.
16. GREASE TRAP SHALL BE INSTALLED PER PER BOYNTON BEACH UTILITY DEPARTMENT STANDARD DETAIL 72 ON SHEET C12.
17. FOR BOYNTON BEACH UTILITY NOTES AND STANDARD DETAILS SEE SHEET C11 AND C13.

ESTIMATED WATER/SEWER FLOW (PER CHAPTER 64E-6, FAC)

PROPOSED SEATS = 42

FOOD OPERATIONS: RESTAURANT USING SINGLE SERVICE ARTICLES ONLY AND OPERATING MORE THAN 16 HOURS PER DAY = 16 GPD PER SEAT.

ESTIMATED FLOW = 42 SEATS X 16 GPD/SEAT = 672 GPD

GREASE TRAP CALCULATIONS (PER CHAPTER 10, FLORIDA BUILDING CODE):

MIN. GREASE TRAP SIZE = S X GS X HR/12 X LOAD FACTOR

WHERE: S = NUMBER OF SEATS
GS = GALLONS/SEAT (25 WITH AUTOMATIC DISHWASHER, 10 WITHOUT AUTOMATIC DISHWASHER)
HR = HOURS OF OPERATION
LF = LOAD FACTOR (2.00 INTERSTATE, 2.5 FREEWAY, 1.25 RECREATIONAL AREA, 1.00 MAIN HIGHWAY, 0.75 OTHER HIGHWAY)

MIN. GREASE TRAP SIZE = 42 SEATS x 10 x 24/12 x 1.00 = 840 GAL.
USE 1 - 1,250 GALLON GREASE TRAP

GREASE TRAP CONSTRUCTION SHALL MEET FLORIDA BUILDING CODE STANDARDS

SANITARY CLEANOUT LEGEND:

- (1) INVERT = 4.52'*
- (2) INVERT = 4.93'*
- (3) INVERT = 4.69'*
- (4) INVERT = 4.44'*
- (5) INVERT = 3.00'±

* 2-WAY CLEANOUT REQUIRED

SANITARY PIPE LEGEND:

- [1] 11' LF 6" C900 SDR 26 PVC @ 4.0%
- [2] 8' LF 6" C900 SDR 26 PVC @ 4.0%
- [3] 9' LF 6" C900 SDR 26 PVC @ 4.0%
- [4] 27' LF 6" C900 SDR 26 PVC @ 4.0%

LEGEND:

- PROPOSED SANITARY PIPE
- EXISTING WATER PIPE
- PROPOSED WATER PIPE
- PROPOSED ELECTRIC LINE
- PROPOSED PHONE LINE
- EXISTING GAS LINE
- PROPOSED GAS LINE
- EXISTING STORM PIPE
- PROPOSED STORM PIPE
- EXISTING WATER VALVE (TO REMAIN)
- EXISTING FIRE HYDRANT (TO REMAIN)
- EXISTING STORM INLET (TO REMAIN)
- EXISTING STORM MANHOLE (TO REMAIN)
- PROPOSED STORM STRUCTURE

PALM BEACH COUNTY NOTES:

1. IF PROPOSED WORK DAMAGE PALM BEACH COUNTY ROADWAY AND/OR SIDEWALK IT WILL BE CONSTRUCTED REPAIRED OR REPLACED TO ITS ORIGINAL OR BETTER CONDITION AT NO COST TO THE PALM BEACH COUNTY.
2. ALL CONSTRUCTION AND RESTORATION WORK WITHIN PALM BEACH COUNTY RIGHT OF WAY SHALL COMPLY WITH THE LATEST EDITION OF THE FDOT DESIGN STANDARDS AND THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
3. ANY DAMAGE TO PBC-TRAFFIC-ITS FACILITIES CAUSED BY CONSTRUCTION OF THIS PROJECT MUST BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION AT NO COST TO PALM BEACH COUNTY. TRAFFIC ITS PBC RESERVES THE RIGHT TO DETERMINE IF DAMAGED FACILITIES WILL BE REPAIRED OR REPLACED).
4. CONTRACTOR SHALL CONTACT PBC TRAFFIC OPERATIONS AT 561-233-3900 FORTY-EIGHT (48) HOURS PRIOR TO CONSTRUCTION IF WORK IS BEING DONE WITHIN 10 FEET OF ANY SIGNAL EQUIPMENT.
5. ANY DAMAGE TO LOOPS OR ANY SIGNAL EQUIPMENT CAUSED BY CONSTRUCTION OF THIS PROJECT MUST BE REPAIRED OR REPLACED TO ORIGINAL OR BETTER CONDITION AT NO COST TO PALM BEACH COUNTY.
6. NO EXCAVATION AROUND PBC SIGNAL POLES WITHIN A 6 FT. RADIUS FROM THE CENTER OF THE POLE. PLEASE SEE "PBC TRAFFIC SIGNAL INSTALLATION AND DETAILS 2018" DRAWING T-5.3

BENCHMARK
ELEVATIONS SHOWN HEREON REPRESENT NAVD88 DATUM

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW!
DIAL 811
811 Know what's below. Call before you dig.
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CED CORNELISON ENGINEERING & DESIGN, INC.
36539 OLD 5TH AVENUE, ZEPHYRHILLS, FL 33542
TEL: 813-788-7835 FAX: 813-788-7062
CERTIFICATE OF AUTHORIZATION 28928

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CRAIG L. CORNELISON, P.E.
FLORIDA LICENSE NUMBER: 55433
2-08-19

REVISIONS:
1 11/01/18 REV. PER CITY COMMENTS
2 02/04/19 REV. PER CITY & COUNTY CMNTS.

CONTRACT DATE:
BUILDING TYPE: SM-42EXLT
PLAN VERSION:
SITE NUMBER:
STORE NUMBER:

TACO BELL
2319 S. FEDERAL HIGHWAY
BOYNTON BEACH, FLORIDA 33435

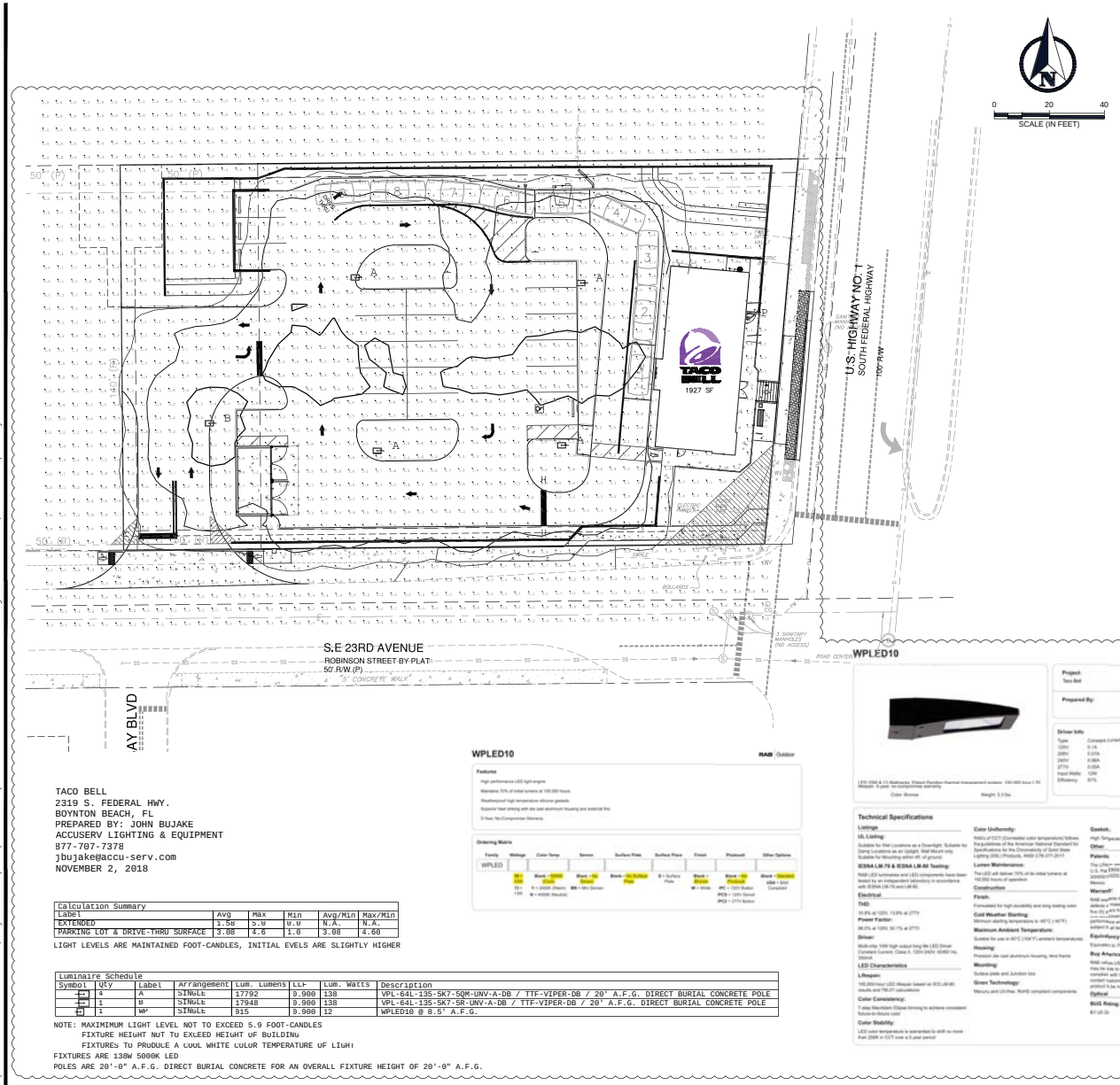
SM-42EXLT

UTILITY PLAN

C06

PLOT DATE: 2-08-19

Drawing name: P:\1105059 - TB Federal & 23rd, Boyton Beach\Cadd\Construction\C06-TB-BOYNTON-FL - UTIL PLAN.dwg C06 Feb 08, 2019 11:16am by: CraigCornelison



TACO BELL
2319 S. FEDERAL HWY.
BOYNTON BEACH, FL
PREPARED BY: JOHN BUJAKE
ACCUSERV LIGHTING & EQUIPMENT
877-707-7378
jbujake@accu-serv.com
NOVEMBER 2, 2018

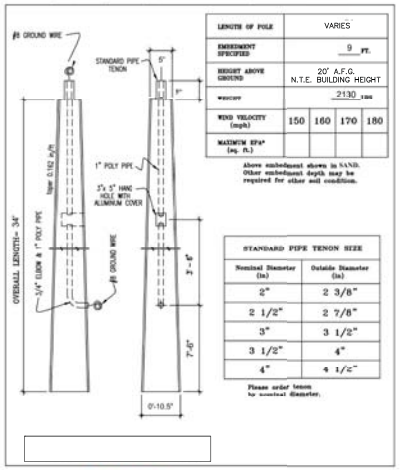
Calculation Summary						
Label	Avg	Max	Min	Avg/Min	Max/Min
EXTENDED	3.58	5.9	0.0	N.A.	N.A.
PARKING LOT & DRIVE-THRU SURFACE	3.08	4.6	1.0	3.08	4.60

LIGHT LEVELS ARE MAINTAINED FOOT-CANDLES, INITIAL EVELS ARE SLIGHTLY HIGHER

Luminaire Schedule							
Symbol	Qty	Label	Arrangement	Lum. Lumens	LLF	Lum. Watts	Description
	4	A	SINGLE	17792	0.900	138	VPL-64L-135-5K7-5QM-UNV-A-DB / TTF-VIPER-DB / 20' A.F.G. DIRECT BURIAL CONCRETE POLE
	1	B	SINGLE	17948	0.900	138	VPL-64L-135-5K7-5R-UNV-A-DB / TTF-VIPER-DB / 20' A.F.G. DIRECT BURIAL CONCRETE POLE
	1	WP	SINGLE	915	0.900	12	WPLED10 @ 8.5' A.F.G.

NOTE: MAXIMUM LIGHT LEVEL NOT TO EXCEED 5.9 FOOT-CANDLES
FIXTURE HEIGHT NOT TO EXCEED HEIGHT OF BUILDING
FIXTURES TO PRODUCE A COOL WHITE COLOR TEMPERATURE OF LIGHT
FIXTURES ARE 138W 5000K LED
POLES ARE 20'-0" A.F.G. DIRECT BURIAL CONCRETE FOR AN OVERALL FIXTURE HEIGHT OF 20'-0" A.F.G.

JOB NO: _____ PROJECT: _____ CUSTOMER: _____



LENGTH OF POLE	VARIES			
EMBEDMENT SPECIFIED	9 FT.			
HEIGHT ABOVE GROUND	20' A.F.G. N.T.E. BUILDING HEIGHT			
WEIGHT	2130 LBS			
WIND VELOCITY (mph)	150	160	170	180
MAXIMUM EPA* (sq. ft.)				

Above embedment shown in SAND. Other embedment depth may be required for other soil condition.

STANDARD PIPE TENON SIZE	
Nominal Diameter (in)	Outside Diameter (in)
2"	2 3/8"
2 1/2"	2 7/8"
3"	3 1/2"
3 1/2"	4"
4"	4 1/2"

Please order tenon by nominal diameter.

PRECAST SPECIALTIES
Precast Specialties, LLC.
CGC-060216

1380 N.E. 40th Street | Pompano Beach, FL 33064
3098 Selvitz Road | Fort Pierce, FL 34981
(954) 781-4040 | Fax: (954) 781-3539

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811 Know what's below. Call before you dig.
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Accuserv

REVISIONS:
1 11/01/18 REV. PER CITY COMMENTS
2 02/04/19 REV. PER CITY & COUNTY CMNTS.

CONTRACT DATE:
BUILDING TYPE: SM-42EXLT
PLAN VERSION:
SITE NUMBER:
STORE NUMBER:

TACO BELL
2319 S. FEDERAL HIGHWAY
BOYNTON BEACH, FLORIDA 33435

SM-42EXLT

PHOTOMETRIC PLAN

SL-1

PLOT DATE: 2-05-19

Drawing name: P:\1105059 - TB Federal & 23rd, Boyton Beach\Cadd\Construction\SL-1-TB-BOYNTON-FL - PHOTO PLAN.dwg SL-1 Feb 05, 2019 12:10pm by: GeraldHarrison

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EXHIBIT D

Conditions of Approval

Project Name: Taco Bell Restaurant
File number: COUS 18-005 / MSPM 18-007
Reference: 3rd review plans identified as a Major Site Plan Modification with a February 13, 2019 Planning and Zoning Department date stamp marking.

DEPARTMENTS	INCLUDE	REJECT
ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES		
Comments: None. All previous comments addressed at DART meeting.		
1. Provide a 30 foot by 30 foot public utilities easement for pump station located adjacent to SE 23rd Avenue on the east side of the west property line. The easement shall be located directly west of the joint driveway serving this development and the future development on the western portion of the site. The easement is to be recorded at the county prior to permit issuance.	X	
2. Provide a ten (10) foot public utilities easement along SE 23rd Avenue and a ten (10) foot public utilities easement along Federal Highway. The easement is to be recorded at the county prior to permit issuance.	X	
3. A Developers Agreement addressing the construction of the pump station is to be completed prior to permit issuance.	X	
4. The joint use driveway shall be adjusted to the west to align with the centerline of Coastal Bay Blvd.	X	
5. Additional comments may be provided at time of permitting based on the conditions of approval.	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: None.		

DEPARTMENTS	INCLUDE	REJECT
PLANNING AND ZONING		
Comments:		
6. A cross-access easement is required to maintain access to the remaining parcels to the west.	X	
7. On Sheet C04, there are improvements depicted within the utility easement along the north side of the property. Please provide written authorization for the encroachment, seek and receive abandonment approval, or remove encroachment.	X	
8. Increase the height of the shrubs planted on the east and south of the building to a four foot minimum, to offset the height of the finished floor and ramps.	X	
9. Provide Palm Beach County Engineering approval of the proposed project to ensure they will not require a corner clip or additional right-of-way. If additional corner clip or right-of-way is required by the County at time of permitting, it may require a Major Site Plan Modification which requires additional public hearings.	X	
10. Revise cool white lighting to warm white.	X	
11. Although review of signs for compliance with codes will be conducted at time of permit submittal, please be aware the logos (such as the "bell") placed on building facades are limited to 20% of the individual worded sign it is associated with, or a maximum of 9 square feet.	X	
12. Landscaping around the dumpster enclosure shall be planted at a minimum of one-half the height of the enclosure.	X	
13. If the Conditional Use for a drive-thru is approved, per the Community Design Standards for drive-through facilities, the building façade on which the drive-through window is located shall have windows that occupy no less than 25% façade, located at pedestrian level. A maximum of 10% of this 25% may be non-transparent. Provide dimensions and show calculations.	X	
14. This project is subject to the public art program. Submit an application and coordinate with the City's Public Art Manager.	X	
15. A unity of title will be required for the remaining three parcels to the west.	X	
16. Revise the landscape plan to depict the 25 trees on-center along all vehicular use areas at time of permit submittal.	X	

DEPARTMENTS	INCLUDE	REJECT
17. Clearly dimension the setback of the building from each property line to the closest point of the building.	X	
18. Sanitary sewer lines shall be placed underneath the sidewalk to maximize the landscaping types allowed in the east and south perimeter landscape buffers. No trees are permitted to be planted within 5' of any utility line. The site plan may require revisions to provide the required landscaping along SE 23rd Avenue and install the required forcemain within the required 10' easement.	X	
19. Additional comments may be rendered at time of permitting.	X	
COMMUNITY REDEVELOPMENT AGENCY		
Comments: None. All previous comments addressed at DART meeting		
PLANNING & DEVELOPMENT BOARD CONDITIONS		
Comments: None.		
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.		

DEVELOPMENT ORDER OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA

PROJECT NAME: Taco Bell Restaurant (COUS 18-005 / MSPM 18-007)

APPLICANT: Raymond Funk, Coastal QSR, LLC

APPLICANT'S ADDRESS: 1340 Hamlet Avenue, Clearwater, FL 33756

DATE OF HEARING RATIFICATION BEFORE CITY COMMISSION: March 19, 2019

APPROVAL SOUGHT: Request 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, located in a C-3 (Community Commercial) zoning district.

LOCATION OF PROPERTY: Northwest corner of South Federal Highway and SE 23rd Avenue

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\Taco Bell\StaffReport\MSPMP18-007_ DO.doc

Department of Engineering and Public Works
P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com

Palm Beach County Board of County Commissioners
Mack Bernard, Mayor
Dave Kerner, Vice Mayor
Hal R. Valeche
Gregg K. Weiss
Robert S. Weinroth
Mary Lou Berger
Melissa McKinlay

County Administrator
Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

printed on sustainable and recycled paper

May 10, 2019

Mr. Ed Breese
Director of Planning & Zoning
Department of Development
City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425-0310

RE: Taco Bell - 2319 S Federal Hwy
Project #: 190216
Traffic Performance Standards Review

Dear Mr. Breese:

The Palm Beach County Traffic Division has reviewed the **Taco Bell - 2319 S Federal Hwy** Traffic Impact Statement, revised May 6, 2019, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	City of Boynton Beach
Location:	NWC of SE 23rd Ave and US 1
PCN:	08-43-45-33-06-000-0010
Access:	Full access driveway connection onto SE 23rd Ave (existing or proposed, not necessarily implies approval by County through this TPS letter, see later)
Existing Uses:	Vacant
Proposed Uses:	Fast Food Restaurant w/ DT = 1,908 SF
New Daily Trips:	449
New Peak Hour Trips:	38 (19/19) AM; 31(16/15) PM
Build-out:	December 31, 2020

Based on our review, the Traffic Division has determined the proposed development **meets** the Traffic Performance Standards of Palm Beach County.

Please note the receipt of a Traffic Performance Standards (TPS) approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

No building permits are to be issued by the City after the build-out date specified above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-684-4030 or email QBari@pbcgov.org.

Sincerely,

Quazi Bari, P.E.
Senior Professional Engineer
Traffic Division

QB:HA:qg
ec:
Turgut Dervish, PE, Traffic Planning and Design, Inc.
Hanane Akif, E.I., Project Coordinator II, Traffic Division
Steve Bohovsky, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\HA\MUNICIPALITIES\APPROVALS\2019\190216 - TACO BELL - 2319 S FEDERAL HWY.DOCX

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION:
Mayor Grant has requested to discuss the Commission expense allocation stipend. Below is the current information concerning the Commission's compensation.

EXPLANATION OF REQUEST:
The Commission compensation is comprised of two items:

Salary which is outlined in the City Charter and is adjusted annually in April by the increase in the consumer price index. Currently (as of 4/1/19) the salary amounts are:
Mayor $23,823 annually
Commissioners $19,853 annually

The other component of the Commissions compensation is an expense allocation, set by a resolution of the City Commission to cover expenses incurred in the performance of their official duties.

The last change in the annual expense allocation was in 2010. Currently as per R16-135 the expense allocations are:
Mayor $7,117, payable in monthly installments of $593.08
Commissioners $6,582, payable in monthly installments of $548.50

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION: Authorize Commissioner Romelus to attend Sister Cities International Conference in Houston, TX, July 17-19, 2019.

EXPLANATION OF REQUEST:
Commissioner Romelus has requested to attend the Sister Cities International conference in Houston, TX. Commissioner has offered to pay for her airfare and is requesting that the City pay her registration, hotel, food.

Conference overview and agenda is attached, topics include:

- Africa Symposium and US-China Mayors' Summit
- Special sessions on Africa, China, Mexico, Japan and Germany
- Citi8es highlighting strong NxtGen and Woman Entrepreneurship
- Partnership models with global organizations like Rotary International, CLAIR, National League of Cities, UNICEF
- Fast-track and How-to sessions on Business of Sports, Arts and Culture, Unique Port Cities.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Budgeted
Funds are budgeted for Commission travel under account 001-1110-511-40-12. Funds available $11,800.

Estimated cost:	
Registration	$575
Hotel	$460
Food, etc	$150
Estimated Total	$1,185

ALTERNATIVES:
Do not approve travel.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Attachment	Conference Overview
Attachment	Conference Agenda
Attachment	Commission Travel Policy

2019 Conference Overview

The Sister Cities International (SCI) Conference, held in Houston this year July 17-19, will be SCI's most international, most action-oriented, and most networking-focused conference ever. Topics include:

- All day Wednesday Africa Symposium and US-China Mayors' Summit
- Active participation from mayors from around the world with special sessions on Africa, China, Mexico, Japan and Germany
- Cities highlighting strong NxtGen and Woman Entrepreneurship
- Emerging Issues such as Innovation Through Adversity, Resilience and Disinformation
- Partnership models with global organizations like Rotary International, CLAIR, National League of Cities, UNICEF
- Fast-track and How-to sessions on Business of Sports, Arts and Culture, Unique Port Cities

"Cities Mean Business" reflects Sister Cities' mission: To be the Global Resource for International Cities.

Sister Cities International will:

1. R**echarge our network and partners with exciting, successful **programs
***2. O**utline **networking** paths that ROCK our 700+ attendees*
3. C**ultivate Global Citizenship among **NxtGen and Young Professionals
***4. K**ick off the strategies that start **business** opportunities*

This conference is committed to using minority/woman-owned businesses as vendors

For more information, visit our conference page at https://sistercities.org/annual-conference-2019.

Staff Contact:
Leletha Marshall, Director of Events and Advancement
lmarshall@sistercities.org
202-347-8637

Sister Cities National Conference

Houston, Texas
July 17-19, 2019

"Cities Mean Business" correlates with SCI Mission: to be the Global Resource for International Cities. This conference will:

- Help SCI relationships spark **business opportunities**
- Provide practical **networking** and **collaboration** tools
- Integrate Global Citizenship with **NxtGen and Young Professionals**
- **Model success** in Africa, China, Germany, Japan and Mexico

Attendance Goal: 700

Wednesday, July 17

7:30am	Registration
8:00am	Africa Regional Forum Begins (offsite, All Day)
8:00am	US-China Mayors' Summit Begins (All Day)
6:00pm	Global Leaders Circle and VIP Reception

Optional City and Attraction Tours Organized by 3rd Party

Thursday, July 18

7:30am	Registration and Continental Breakfast
9:00am	Opening Flag Ceremony
11:00am	Annual Board Meeting and Election of Officers
12:00pm	Lunch

Tracks Begin

1) **Business and Diplomacy**
2) **Culture is Business**
3) **Unique Cities**

1:30pm (T1) Online Gaming
(T2) Music Diplomacy
(T3) Port/Coastal City

2:30pm (T1) Sports Diplomacy
(T2) The Business of Art (Dance/Folk/Digital)
(T3) Dynamic Cities

3:30pm (T1) Innovation Through Adversity/Resilience
(T2) Disinformation
(T3) Women Mean Business

5:30pm Mayor's City Welcome Reception (offsite)

Friday, July 19

7:30am Registration and Breakfast
8:00am Diplomatic Briefings (Plenary)
9:00am Global Awareness Tea Regional Presentations

Tracks Begin

1) **Sister Cities How-To's**
2) **Mayors How-To's**
3) **Partnership How-To's**

10:45am (T1) Fast Tracks
(T2) Compassionate Cities
(T3) Partnerships

12:00pm Lunch (Keynote: Assistant Secretary of State for Educational and Cultural Affairs, Marie Royce)

1:00pm
(T1) Human Trafficking in MY Town?
(T2) New NLC Partnerships
(T3) Working with Rotary, National Guard

2:00pm (T1) Risk/Reward of SCI Partnerships
2:30pm US-Mexico Mini Summit (to 5:30pm)
2:30pm US-Germany Mini Summit (to 5:30pm)

3:00pm (T1) Working with Your Consulate
3:00pm (T1) Youth Leadership Summit Final Simulation

6:00pm Conference Cocktail Reception
7:00pm Annual Awards Dinner and Gala

Saturday, July 20
9:00am Board of Directors Meeting

RESOLUTION NO. R 07 - 150

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 18 day of December, 2007.

CITY OF BOYNTON BEACH, FLORIDA

Mayor – Jerry Taylor

Vice Mayor – Jose Rodriguez

Commissioner – Ronald Weiland

Commissioner – Woodrow L. Hay

Commissioner – Marlene Ross

ATTEST:

Janet M. Prainito, CMC
City Clerk

(Corporate Seal)

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

City of Boynton Beach
City Commission
TRAVEL POLICY

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

A. Prior to Travel:

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

B. Registration:

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

C. Upon completion of Travel:

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

D. Travel Approvals:

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

E. Travel Restrictions:

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

City of Boynton Beach
City Commission
CONFERENCE & TRAVEL REQUEST

Date of Request: _____2008

City Commission Member Attending: _____

Conference Name: _____

Conference Location: _____

Conference Purpose: _____

_____

Account to Charge: _____

Dates of Travel & Attendance: _____ to _____2008

Cost of Conference: $ _____

Cost of Travel: $ _____

Cost of Lodging: $ _____

Cost of Car Rental: $ _____

Cost of Per Diem: $ _____

==========
TOTAL

Approved by Finance Director: _____ _____
Date

Approved by City Manager: _____ _____
Date

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

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

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 19-016 - SECOND READING - Approve amending Part 2 of the City of Boynton Beach Code of Ordinances, Chapter 16, Section 16-18 adding a definition of mooring and Section 16-60 Establishing hours of use at Harvey E. Oyer, Jr. Park., Item (d) to clarify non-permitted use.

EXPLANATION OF REQUEST:
Item (d) currently specifies that the Oyer Park shall not be used for storage of any kind, including but not limited to storage of vessels, vehicles and trailers. The Recreation & Parks Department recommends amending the ordinance by adding the word "mooring" so as to provide better clarity as to what is not permitted.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Although this as not been a major problem, on occasion, boats are left along the water's edge at the Park for several hours. This can become problematic if a boat becomes loose and enters into the channel feeding in and out of the boat ramps, which can become very busy.

FISCAL IMPACT: Non-budgeted No impact.

ALTERNATIVES: Do not approve the change.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Ordinance	Ordinance clarifying that mooring of boats is not permitted at Harvey Oyer Jr Park

ORDINANCE NO. 19-

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING PART II, CODE OF ORDINANCES, CHAPTER 16, "PARKS AND RECREATION", ARTICLE II, "CITY PARKS AND BEACHES", SECTION 16-18 ADDING A DEFINITION FOR MOORING; AMENDING SECTION 16-60, "ESTABLISHING HOURS OF USE AT HARVEY E. OYER, JR. PARK", SUBSECTION (d) TO CLARIFY WHAT IS NOT PERMITTED; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, City staff has been reviewing existing code language to assure that the Parks and Recreation Chapter is clear and consistent throughout the Code of Ordinances; and

WHEREAS, Boynton Beach Harvey E. Oyer, Jr. Park is one of the City's most popular and busiest parks; and

WHEREAS, the boat launch docks at Harvey Oyer park are frequently used and limited in space; and

WHEREAS, on occasion, boats are left along the water's edge at the park for several hours which can be a problem if a boat becomes loose and enters into the channel feeding in and out of the boat ramps; and

WHEREAS, to allow full and fair access to the boat launch docks, City staff has determined that the ordinance should be amended to clarify that mooring is not permitted; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City to amend Chapter 16 of the City's Code of Ordinances as hereinafter referenced.

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

Section 1. The foregoing "Whereas" clauses are true and correct and incorporated herein by this reference.

Section 2. Chapter 16, "Parks and Recreation", Article II, "City Parks and Beaches", Section 16-18, "Definitions" of the City's Code of Ordinances 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:

Sec. 16-18. Definitions.

As used in this article:

Director means the Recreation and Parks Director of the city.

Park means land owned by the city, and intended for current or future active or passive recreation.

Mooring means the act, or a means, of fastening a ship/vessel.

Vehicle means any wheeled conveyance, whether motor powered, animal-drawn, or self-propelled. The term shall include any trailer in tow of any size, kind or description. Exception is made for baby carriages and vehicles in the service of the city parks.

Section 3. Chapter 16, "Parks and Recreation", Section 16-60 of the City's Code of Ordinances 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:

Sec. 16-60. Establishing hours of use at Harvey E. Oyer, Jr. Park.

(a) The Harvey E. Oyer, Jr. Park shall be closed at 10:00 p.m. to all persons, except:
  (1) Fishermen;
  (2) Boaters actively engaged in fishing or boating or preparation thereof; and
  (3) Official permit holders utilizing the boat club building.

(b) It shall be unlawful for anyone, except the enumerated persons, to enter the Park between the hours of 10:00 p.m. and dawn of the next day.

(c) The Harvey E. Oyer, Jr. Park shall not be used for storage of any kind, including but not limited to, storage of vessels, vehicles and trailers.

(d) The docks in the lagoon at the park are intended for loading and unloading boats. The loading/unloading docks shall not be used for storage or mooring and all persons who use the loading/unloading docks must clear the docks as quickly and efficiently as possible. No boats, personal property, or other objects shall occupy or obstruct the loading/unloading docks for more than thirty (30) minutes at a time.

(e) No tether, lock or other personal property shall be permanently attached to any fixtures, trees or other objects on the Harvey E. Oyer, Jr. Park premises.

(f) Any decal holder actively engaged in fishing, boating or preparation thereof for a period of three (3) days or more shall notify the city in writing in advance. The city shall tag the trailer and/or vehicle of any such decal holder as an "Extended Stay" vehicle. Any vehicle or trailer that remains in the Park for three (3) days or more without prior permission from the city shall be removed, towed or otherwise disposed of at the owner's expense.

(g) Vehicles without a trailer may only park in areas designated for single vehicles.

Section 4. Each and every other provision of the Code of Ordinances of the City of Boynton Beach not herein specifically amended shall remain in full force and effect as previously enacted.

Section 5. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 6. Should any section or provision of this ordinance or portion hereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this ordinance.

Section 7. Authority is hereby granted to codify said ordinance.

Section 8. 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 – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE 19-010 - SECOND READING - Amending Chapter 14 of the Code of Ordinances entitled "Motor Vehicles and Traffic" creating Section 14-13 entitled "Motorized Scooters". ***(Tabled to May 21, 2019)***

EXPLANATION OF REQUEST:

Proposed Senate Bill 542 sponsored by Senator Jeff Brandes and House Bill 453 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 initially 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 was drafted.

The most recent action at the State level is reflected in the Committee Amendment attached. All versions of the proposed legislation to date significantly limit municipal regulation and provide for regulation exclusively by State and Federal Law.

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 banning commercial use of motorized scooters

ORDINANCE NO. 19-010

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 micromobility devices that are an emerging transportation option that has been marketed to community members and tourists around the county as a transportation option of motorized 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[1]:

Section 14-13 – Motorized Scooters

(a) – Purpose and Applicability

1) The purpose of this Article is to prohibit the commercial use, rental, and parking of Motorized 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 shall be 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.

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) *Motorized Scooter* or *Scooter* shall mean a micromobility device that is powered by a motor with or without having a seat or saddle which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground.

2) *User* means the person who operatesd a Motorized Scooters.

[1] Text reflects amendment of the Ordinance on second and final reading

(c) – General Regulations

The commercial use and the parking of a Motorized Scooter is prohibited within the jurisdictional limits of the City of Boynton Beach. This prohibition includes, but is not limited to, renting a Motorized Scooter outside the City limits of Boynton Beach and operating such Motorized Scooter within the City limits of Boynton Beach.

(d) – Penalty

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 of $100.00 for each occurrence of a violation.

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 16th DAY OF APRIL 2019.

PASSED AND ADOPTED ON SECOND AND FINAL READING BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA THIS 21st DAY OF MAY, 2019.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 19-017 - SECOND READING - Approval of Ordinance amending Section 14.3 regulating truck and other commercial use vehicle parking in residential neighborhoods.

EXPLANATION OF REQUEST:
Long term and overnight parking in residential neighborhoods of trucks, trailers, and other non-passenger vehicles (excluding recreational vehicles) creates visual blight. Truck parking, other than temporary parking associated with delivery or site construction work is not consistent with the character of residential neighborhoods. The code amendments contained in this ordinance establish clearer guidelines and penalties (fines) for violation of parking restrictions.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Advances Safe and Livable Neighbors elements of the City's Strategic Plan

FISCAL IMPACT: Non-budgeted Insignificant increase in revenue resulting from collection of fines.

ALTERNATIVES:
Expand or reduce listed vehicles
Modify fines
Take no action

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: See above

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Ordinance	Ordinance with changes between first and second reading
Attachment	Language in Ordinance that changed between first and second reading highlighted in yellow

ORDINANCE NO. 19-____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH FLORIDA AMENDING CHAPTER 14, MOTOR VEHICLES AND TRAFFIC, SECTION 14.3, TRUCK PARKING REGULATED; ADDING DEFINITIONS, PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission finds that the parking of trucks designed or used primarily for commercial hauling or transportation and truck trailers in or immediately adjacent to residential neighborhoods creates visual blight; and

WHEREAS, it is the desire of the City Commission to promote harmonious and healthful development including adequate provisions for traffic, the promotion of safety and the promotion of good civic design and appearance.

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. Section 14.3 of Chapter 14 of the Code of Ordinances is hereby deleted in its entirety and replaced as follows:

Sec. 14-3. Truck parking; regulated.

1. The intent of this Section is to limit and prohibit the parking in residential areas of the City of trucks or other vehicles that are primary designed for commercial use and not primarily designed as passenger vehicles and:

    a. to eliminate the visual blight created by large commercial vehicles being parked in residential areas over-night (from dusk to dawn) or for long periods of time.
    b. to minimize physical damage to publicly maintained rights of way.
    c. to protect property values and character of property within residential areas.
    d. to reduce traffic congestion.
    e. to protect children from traffic injuries.

2. It is hereby declared unlawful for any individual to park, cause to be parked or allow to be parked any of the following vehicles for a longer period than fifteen (15) minutes or to allow the vehicle motor or any accessory refrigeration or cooling motor running in any area of the city zoned for single- or two--family residential

use as defined on the City's Official Zoning Map or along any street that fronts such residential area without regard to the zoning classification:

a. Any truck, truck cab, truck trailer, farm, or construction vehicle or heavy equipment, semi-tractor, bus, dump truck, or wrecker/tow truck;

b. Any motor vehicle with more than two (2) axels excluding a recreational vehicle;

c. Any motor vehicle having a Gross Vehicle Weight Rating (GVWR) greater than 16,000 pounds excluding a recreational vehicle; and

d. Any truck with a gross vehicle weight rating (GVWR) between 14,000 lbs. and 16,001 lbs. that has been designed or modified ~~to replace the standard truck bed to accommodate a~~ for commercial moving, shipping, or trucking purposes (i.e. ~~conversion to a~~ "box" truck~~, "flat bed", tow truck, dump truck, or for general utility purpose~~).

~~e. Any other vehicle designed, manufactured, modified or marketed for commercial use as opposed being designed, manufactured, modified or marketed for passenger use.~~

3. Exceptions to the above standards, excluding the running of motors, are limited to the following:

a. When in connection with the actual loading or unloading of such vehicle, delivering of goods or services, and/or construction activity pursuant to permitted improvements to the property; and

b. Recreational vehicles, which are regulated separately from this section of the Code of Ordinances.

c. ~~When the commercial vehicle has no more than two axels and is parked on a single family zoned property and the vehicle owner is either the property owner or leasehold occupant of the property and the vehicle is fully parked on a paved driveway and does not encroach a sidewalk, swale, or the adjacent right of way.~~

~~d~~c. The term "truck" does not include pick-up trucks that would otherwise comply with the restrictions within Subsections 2.b, 2.c, and 2.d above.

4. A violation of this Section of the Code constitutes a Municipal Ordinance Violation and is subject to penalties as set forth in Section 1-6 of the Code of Ordinances. The city may prosecute violations by issuance of notices to appear for violation of a City Ordinance, in which case, the penalty for a violation shall be as follows:

a. First violation - $100.00
b. Second violation - $200.00
c. Third or more violations - $500.00 per violation

Each calendar day on which a violation exists shall constitute a separate violation for the purpose of determining the fine.

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 but enforcement shall be delayed until after September 1, 2019 to afford the City Administration time to provide notice to the public of these regulations.

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 – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____

Judith A. Pyle, CMC
City Clerk
(Corporate Seal)

HIGHLIGHTED WORDS ARE CHANGES BETWEEN FIRST AND SECOND READING

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    b. Any motor vehicle with more than two (2) axels excluding a recreational vehicle;

    c. Any motor vehicle having a Gross Vehicle Weight Rating (GVWR) greater than 16,000 pounds excluding a recreational vehicle; and

    d. Any truck with a gross vehicle weight rating (GVWR) between 14,000 lbs. and 16,001 lbs. that has been designed or modified for commercial moving, shipping, or trucking purposes (i.e. “box” truck).

3. Exceptions to the above standards, excluding the running of motors, are limited to the following:

a. When in connection with the actual loading or unloading of such vehicle, delivering of goods or services, and/or construction activity pursuant to permitted improvements to the property; and

b. Recreational vehicles, which are regulated separately from this section of the Code of Ordinances.

c.

c. The term "truck" does not include pick-up trucks that would otherwise comply with the restrictions within Subsections 2.b, 2.c, and 2.d above.

4. A violation of this Section of the Code constitutes a Municipal Ordinance Violation and is subject to penalties as set forth in Section 1-6 of the Code of Ordinances. The city may prosecute violations by issuance of notices to appear for violation of a City Ordinance, in which case, the penalty for a violation shall be as follows:

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Each calendar day on which a violation exists shall constitute a separate violation for the purpose of determining the fine.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION:
Department to give brief presentation of their operations

Development - **July 2019**
Library - **September 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: 5/21/2019

REQUESTED ACTION BY COMMISSION: Representative Mike Caruso post-legislative update - **June 4, 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: 5/21/2019

REQUESTED ACTION BY COMMISSION: Staff to give update on Building Wealth/Local Preference/Surtax programs - **June 4, 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: 5/21/2019

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: 5/21/2019

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 - **July 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: 5/21/2019

REQUESTED ACTION BY COMMISSION:
Budget Workshops for 2019/20 proposed budget:

Budget Workshops at Intracoastal Park Clubhouse;
Monday, July 15, 2019 @ 5:00 P.M.
Tuesday, July 16, 2019 @ 10:00 A.M.
Wednesday, July 17, 2019 @ 2:00 P.M.

EXPLANATION OF REQUEST:
Our FY 2019/2020 Budget process is underway. Proposed Budget Workshops are scheduled to be held July 15-17, 2019 at the Intracoastal Park Clubhouse. Typically the Commission staggers the starting times to accommodate the public's attendance at these workshops.

The Commission adopts a Preliminary Fire Assessment Resolution and a Tentative Millage Rate Resolution at these workshops.

Based on past Workshops times, staff is recommending the following times:

Monday, July 15, 2019: 5:00 p.m.
Tuesday, July 16, 2019: 10:00 a.m.
Wednesday, July 17, 2019: 2:00 p.m.

As a reminder, Tuesday, July 16, 2019 there will also be a regular City Commission meeting at 6:30 pm.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/21/2019

REQUESTED ACTION BY COMMISSION: Staff to present updated Social Media Policy - **August 20, 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: 5/21/2019

REQUESTED ACTION BY COMMISSION:
The Mayor has requested a discussion of possible changes to Seacrest Corridor zoning and land use - **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: