The City of

Boynton Beach

City Commission Agenda

Tuesday, February 21, 2017, 6:30 PM

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

Boynton Beach City Commission

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

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

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

America's Gateway to the Gulfstream

www.boynton-beach.org

WELCOME
Thank you for attending the City Commission Meeting

GENERAL RULES & 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, for the record, your name and address.

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

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

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

1. OPENINGS

A. Call to Order - Mayor Steven B. Grant

Invocation

Pledge of Allegiance to the Flag led by Commissioner Katz

ROLL CALL

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

2. OTHER

A. Informational items by Members of the City Commission

3. ANNOUNCEMENTS, COMMUNITY & SPECIAL EVENTS & PRESENTATIONS

A. The Commission meeting on Tuesday, March 7, 2017 has been rescheduled to Monday, March 6, 2017 at 6:30p.m. in the Commission Chambers due to members of the Commission travelling to Tallahassee on March 7, 2017.

B. Proclamation General Election on March 14, 2017 for one Commissioner in District 2.

C. Announce Career Expo at Carolyn Sims Center, Thursday, March 23, 2017 from 8:30a.m. - 12:00p.m. sponsored by the CRA, City of Boynton Beach and CareerSource.

D. Announce the upcoming Mayor's Town Hall Meeting on Monday, March 6, 2017 at 4:00p.m. at City Hall.

E. The City Commission, CRA Board and respective staff will be having a Strategic Planning Workshop/Special Meeting - Six month update on Tuesday, March 28, 2017 at the Intracoastal Park Clubhouse, beginning at 3:30 p.m. This meeting is open to the public.

F. Presentation of a plaque of appreciation to the Sand Sifters for their volunteer efforts to clean the beach at Oceanfront Park by Mayor Grant. Under the direction of Jeff Levinson, the John I. Leonard High School SWAT Club Sponsor, volunteers of all ages have been removing litter and trash from our beach every month since 2005.

G. Presentation by Community Standards staff about departmental operations.

4. PUBLIC AUDIENCE

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

5. ADMINISTRATIVE

A. Appoint eligible members of the community to serve in vacant positions on City advisory boards.

The following Regular (Reg) and Alternate (Alt) Student (Stu) and Nonvoting Stu (N/V Stu) openings exist:

Arts Commission: 1 Alt
Building Board of Adjustments & Appeals: 1 Reg and 2 Alts
Library Bd: 1Reg and 2 Alts
Senior Advisory Bd: 1 Reg and 2 Alts

6. CONSENT AGENDA

Matters in this section of the Agenda are proposed and recommended by the City Manager for "Consent Agenda" approval of the action indicated in each item, with all of the accompanying material to become a part of the Public Record and subject to staff comments

A. **PROPOSED RESOLUTION NO. R17-017** - Approve and authorize the City Manager to sign an Agreement with Government Services Group, Inc. to assist the City of Boynton Beach to continue the Fire Assessment Program for the FY 2017-2018 budget with the scope of professional services and specialized assistance in the amount of $17,500.

B. **PROPOSED RESOLUTION NO. R17-018** - Approve the Interlocal Agreement between the City and Palm Beach County for participation in the Drowning Prevention Coalition's (DPC) Learn to Swim Program, which provides vouchers to the pubic that may be redeemed for swimming lessons at the John Denson Pool.

C. **PROPOSED RESOLUTION NO. R17-019** - Approve and authorize signing of an Agreement for Water Service outside the City limits with Kristin & David Elliott for the property at 3203 Karen Drive, Delray Beach, FL 33444.

D. **PROPOSED RESOLUTION NO. R17-020** - Review and approval of the Resolution creating the Citizen Oversight Committee.

E. **PROPOSED RESOLUTION NO. R17-021** - Authorize the City Manager to sign the government agreement with Synovia Solutions of Indianapolis, IN for the provision of vehicle tracking systems for Utilities vehicles, pumps and generators by a utilizing St Lucie Public Schools Award of RFP Number 15-08 titled "GPS System and Installation for District Vehicles". St Lucie Public Schools competitive bid process satisfies the City's procurement requirements.

F. Approve the purchase of replacement submersible sewage pumps from Barney's Pump Inc. of Coral Springs, FL in the amount of $31,235.00 for lift stations #311, #708, #603, and #717.

G. Authorize the issuance of a purchase order to Evoqua Water Technologies LLC (Evoqua) to provide cleaning services for the degasifier and off-gas scrubber located at the West Water Treatment Plant. The total expenditure for this service is $28,481.

H. Approve increase to Purchase Order 170043 issued to Culpepper Plumbing of West Palm Beach, FL to $35,000.

I. Accept the written report to the Commission for purchases over $10,000 for the month of January 2017.

J. Legal expenses - January 2017 - Information at the request of the Commission. No action required.

K. Approve the minutes from the Regular City Commission meeting held on February 7, 2017.

7. BIDS AND PURCHASES OVER $100,000

A. Award the "Bid for Wastewater Odor Control Chemicals and Services" Bid No. 013-2821-17/JMA, to USP Technologies of Atlanta, GA, as the lowest, most responsive, responsible bidder, for a two year period for the estimated annual expenditure of $215,000.

B. **PROPOSED RESOLUTION NO. R17-022** - Award the Bid for "PUTTING GREEN RESURFACING

FOR THE LINKS AT BOYNTON BEACH"; Bid No. 011-2910-17/JMA and authorize the City Manager to sign a contract with Detailed Sports Turf Construction, Inc. of Hobe Sound, FL as the lowest responsive, responsible bidder in the amount of $241,745 with a 10% contingency for a total approved amount of $265,919.50.

8. CODE COMPLIANCE and LEGAL SETTLEMENTS - None

9. 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.

10. CITY MANAGER'S REPORT - None

11. UNFINISHED BUSINESS - None

12. NEW BUSINESS

A. **PROPOSED RESOLUTION NO. R17-023** - Amend the FY 2016-2017 budget, which will adjust budgeted appropriations and revenue sources and provide spending authority for Adopted Capital Improvement projects based on passage of the one (1) percent local government infrastructure surtax (Surtax), effective January 1, 2017.

13. LEGAL

A. **PROPOSED ORDINANCE NO. 17-005 - SECOND READING** - **PUBLIC HEARING** - Approve and amend Part III, Land Development Regulations, Chapter 3, Article IV, Section 3.D use matrix notes, number 103, striking pilot program language and codifying landscape debris stockpiling use and land development regulations.

B. **PROPOSED ORDINANCE NO. 17-006 - SECOND READING** - **PUBLIC HEARING** - Approval of Ordinance amending Chapter 26, Water, Sewer and City Utilities, by creating a new section 26-8.2 entitled "Water Service/Annexation Agreements."

14. FUTURE AGENDA ITEMS

A. Joint City Commission/CRA Workshop for six month update on 2016 strategic plan at the Intracoastal Park Clubhouse (IPC) at 3:30p.m. - March 28, 2017.

B. Monthly Departmental Presentations:

Library - March 6, 2017
Communications/Marketing - April 2017

C. Consider adopting a Chronic Nuisance Ordinance. - February 2017

D. Discuss cancelling the July 4th City Commission meeting - April 4, 2017

15. 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: 2/21/2017

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

Invocation

Pledge of Allegiance to the Flag led by Commissioner Katz

ROLL CALL

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Non-budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	10/19/2016 - 3:06 PM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

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:

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	10/19/2016 - 3:06 PM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

REQUESTED ACTION BY COMMISSION:
The Commission meeting on Tuesday, March 7, 2017 has been rescheduled to Monday, March 6, 2017 at 6:30p.m. in the Commission Chambers due to members of the Commission travelling to Tallahassee on March 7, 2017.

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:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	1/4/2017 - 8:10 AM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

REQUESTED ACTION BY COMMISSION: Proclamation General Election on March 14, 2017 for one Commissioner in District 2.

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Proclamation	Proclamation of Election

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	2/14/2017 - 1:47 PM
Finance	Howard, Tim	Approved	2/14/2017 - 2:02 PM
City Manager	LaVerriere, Lori	Approved	2/16/2017 - 9:20 AM

PROCLAMATION

I, Steven B. Grant, Mayor of the City of Boynton Beach, Florida, do hereby proclaim that a General Election will be held in the City of Boynton Beach, Palm Beach County, Florida, on the 14th day of March 2017 to elect the one Commissioner from District 2 to serve a three-year term expiring in March 2020.

The voting hours are between 7:00 a.m. and 7:00 p.m. on said date. Polling places are hereby designated as follows:

PRECINCT 3188	CHRIST FELLOWSHIP CHURCH 801 N. CONGRESS AVE.
PRECINCT 3190	IMAGINE SCHOOLS CHANCELLOR CAMPUS 3333 HIGH RIDGE RD.
PRECINCT 4024	HARVEY E. OYER JR. PARK U S 1 AND NE 21ST AVE
PRECINCT 7178	EZELL HESTER COMMUNITY CENTER 1901 NORTH SEACREST BLVD.
PRECINCT 7180	ST JOHN MISSIONARY BAPTIST CHURCH 900 NORTH SEACREST BLVD.
PRECINCT 7182	CAROLYN SIMS CENTER 225 NW 12TH AVENUE
PRECINCT 7184	ST. JOHN MISSIONARY BAPTIST CHURCH 900 NORTH SEACREST BLVD.

CITY OF BOYNTON BEACH

_____
STEVEN B. GRANT, MAYOR

ATTEST:

_____
JUDITH A PYLE, CMC
CITY CLERK

(Corporate Seal)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

REQUESTED ACTION BY COMMISSION: Announce Career Expo at Carolyn Sims Center, Thursday, March 23, 2017 from 8:30a.m. - 12:00p.m. sponsored by the CRA, City of Boynton Beach and CareerSource.

EXPLANATION OF REQUEST:
The CRA, CareerSource and the City will host a Career Expo on March 23rd at the Carolyn Sims Center.

Local Businesses will be invited to come market employment opportunities at the Expo. Businesses interested in participating will need to register by contacting the CRA or Michael Corbit at mcorbit@careersourcepbc.com.

The Expo is being advertised through flyers, local churches/organizations, veteran organizations, events calendar, social media, email blasts and expo signs.

The opening of the event from 8:30a.m. - 9:00a.m. will be reserved for Veterans only allowing them first priority speaking to businesses. From 9:00a.m. - 12:00p.m. the Expo will be opened to the general public.

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

FISCAL IMPACT: Non-budgeted N/A

ALTERNATIVES: N/A

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	2/15/2017 - 10:46 AM
Finance	Howard, Tim	Approved	2/15/2017 - 10:46 AM
City Manager	LaVerriere, Lori	Approved	2/16/2017 - 9:22 AM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

REQUESTED ACTION BY COMMISSION: Announce the upcoming Mayor's Town Hall Meeting on Monday, March 6, 2017 at 4:00p.m. at City Hall.

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Non-budgeted None

ALTERNATIVES: N/A

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	2/15/2017 - 10:59 AM
Finance	Howard, Tim	Approved	2/15/2017 - 10:59 AM
City Manager	LaVerriere, Lori	Approved	2/16/2017 - 9:22 AM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

REQUESTED ACTION BY COMMISSION: The City Commission, CRA Board and respective staff will be having a Strategic Planning Workshop/Special Meeting - Six month update on Tuesday, March 28, 2017 at the Intracoastal Park Clubhouse, beginning at 3:30 p.m. This meeting is open to the public.

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:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	2/16/2017 - 10:25 AM
Finance	Howard, Tim	Approved	2/16/2017 - 10:25 AM
City Manager	LaVerriere, Lori	Approved	2/16/2017 - 11:44 AM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

REQUESTED ACTION BY COMMISSION: Presentation of a plaque of appreciation to the Sand Sifters for their volunteer efforts to clean the beach at Oceanfront Park by Mayor Grant. Under the direction of Jeff Levinson, the John I. Leonard High School SWAT Club Sponsor, volunteers of all ages have been removing litter and trash from our beach every month since 2005.

EXPLANATION OF REQUEST: Each month, the Sand Sifters organize volunteers to remove litter from the beach and surrounding areas at Oceanfront Park. Their monthly cleanups have become a welcome tradition at the park. In the 3 year period between 2014 and 2016, the Sand Sifters have recruited 1,408 volunteers that worked 3,961 hours removing litter from our beach.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
This helps make Oceanfront Park even more appealing by removing unattractive litter and trash.

FISCAL IMPACT: Non-budgeted $50 for the plaque

ALTERNATIVES: Do not present the plaque.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
Recreation & Parks	Majors, Wally	Approved	2/9/2017 - 8:33 AM
Finance	Howard, Tim	Approved	2/9/2017 - 1:17 PM
City Manager	LaVerriere, Lori	Approved	2/16/2017 - 9:20 AM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

REQUESTED ACTION BY COMMISSION: Presentation by Community Standards staff about departmental operations.

EXPLANATION OF REQUEST: 5-10 minute Powerpoint presentation about the department

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:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	2/13/2017 - 8:45 AM
Finance	Howard, Tim	Approved	2/13/2017 - 8:46 AM
City Manager	LaVerriere, Lori	Approved	2/16/2017 - 9:21 AM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

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

Arts Commission: 1 Alt
Building Board of Adjustments & Appeals: 1 Reg and 2 Alts
Library Bd: 1Reg and 2 Alts
Senior Advisory Bd: 1 Reg and 2 Alts

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

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

FISCAL IMPACT: Non-budgeted None

ALTERNATIVES: Allow vacancies to remain unfilled.

STRATEGIC PLAN: High Performing City Organization

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Other	Appointments

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	10/19/2016 - 3:06 PM

APPOINTMENTS AND APPLICANTS FOR FEBRUARY 21, 2017

Arts Commission

Mayor	Grant	Alt	1 yr term to 12/17 Tabled (3)

Applicants

None

Building Board of Adjustments and Appeals

Mayor	Grant	Reg	3 yr term to 12/19 Tabled (3)
I	Katz	Alt	1 yr term to 12/17 Tabled (3)
II	McCray	Alt	1 yr term to 12/17 Tabled (3)

Applicants

None

Library Board

III	Romelus	Reg	3 yr term to 12/19 Tabled (3)
IV	Casello	Alt	1 yr term to 12/17 Tabled (3)
Mayor	Grant	Alt	1 yr term to 12/17 Tabled (3)

Applicants

None

Senior Advisory Board

IV	Casello	Reg	2 yr term to 12/18 Tabled (3)
Mayor	Grant	Alt	1 yr term to 12/17
I	Katz	Alt	1 yr term to 12/17

Applicants

None

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

REQUESTED ACTION BY COMMISSION:
PROPOSED RESOLUTION NO. R17-017 - Approve and authorize the City Manager to sign an Agreement with Government Services Group, Inc. to assist the City of Boynton Beach to continue the Fire Assessment Program for the FY 2017-2018 budget with the scope of professional services and specialized assistance in the amount of $17,500.

EXPLANATION OF REQUEST:
This request is not to make budgetary or Fire Assessment rate decisions. Instead, the request is only for contracting with Government Services Group, Inc. (GSG) to assist the City with the City's Fire Assessment Program for FY 2017-2018. The City does not maintain the technical staff to obtain the property files from the County Property Appraiser's Office, to provide the required specialized analysis, or to upload the property files with the assessment rates back to the Appraiser's Office. This is the major need for which the City contracts for these external professional services.

The City originally initiated a seven year Fire Assessment Program in FY 2001-2002 through FY 2007-2008 with a sunset provision in FY 2008-2009 unless continued. At that time, in order to continue the program, it was required to implement a new Fire Assessment Program beginning in FY 2008-2009. The Commission also approved the Program for FY 2009-2010 through the current FY 2016-2017.

GSG established the initial methodology and provided assistance to the City for the first seven (7) years of the Fire Assessment Program. When the Program was planned for extension beyond those years, we solicited Requests for Proposals to assist the City with the new Fire Assessment Program. We selected GSG to continue with their service due to their familiarity with the City, proven methodology that stood legal tests and lower cost to the City.

GSG's scope of professional services and specialized assistance in the amount of $17,500 has been held consistent under the current Continuing Services Proposal for the last seven (7) years. The range of potential additional services primarily relates to mailing first class letters to (a) newly affected property owners ($338) and (b) all property owners should the rates be raised for the coming year ($42,930).

For Fiscal Year 2016-17, the estimated gross Fire Assessment was $6,542,093 reduced to a net realized assessment of $5,644,884 after excluding tax exempt properties.

The Fire Rescue Assessments assessed and apportioned among benefitted property parcels follow.

FY 16/17 Rates:

Property Use Category	**Rate Per Dwelling Unit**
Residential	$100.00
Non-Residential Property Use Categories	**Rate Per Square Foot** (*)
Commercial	$0.23
Industrial/Warehouse	$0.05
Institutional	$0.25

Nursing Home $0.25
(*)There is a maximum of 77,001 square foot cap on non-residential buildings

The above rates for FY 16/17 only assessed less than 49% of the eligible Fire Rescue costs after excluding EMS costs of the Fire Department. If they were assessed at 100% of the eligible costs, the rates would be $202.00 per dwelling unit and approximately twice the square footage rates for commercial property.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
What Is The Fire Assessment?
It is a non-ad valorem special assessment included on the annual tax notice that equitably allocates less than 50% of the cost of the City's eligible fire rescue services among all residential and non-residential property in the City that the Fire Rescue Department protects. All such properties are found to be specially benefited by the provision of the fire rescue services.

The Fire Assessment can only be developed to cover costs of the Fire Rescue portion of the total Fire Department. Therefore, the cost determination must exclude Emergency Medical Service (EMS) expenditures of the Fire Department to determine the assessable costs. In turn, the assessable costs must then be allocated to property types (residential, commercial, industrial/warehouse, institutional, and nursing homes) obtained from the County Property Appraiser based on the percentage of calls to each property type.

FISCAL IMPACT: Budgeted Funds were budgeted for this in the Fire department's FY16/17 budget under line item 001-2210-522-49-17.

ALTERNATIVES: Because of the inability to complete the tasks in-house as previously explained, a specialized consultant is needed to implement the Fire Assessment for the FY 2017-2018. GSG was selected under the new Fire Assessment Program through a competitive selection process. Because GSG performed all services pursuant to their agreement, and given that the their rates have remained consistent for the last six (7) years, it is not anticipated that a selection process this year would result in any more favorable terms for the same services. However, if the City Commission does not approve the GSG proposal, the alternative which would permit the special assessment to proceed towards implementation for FY 2017-2018 would be a new selection process.

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 for Services with GSG Group
Attachment	GSG FY 2017-18 Proposal

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	2/15/2017 - 8:46 AM
Finance	Howard, Tim	Approved	2/15/2017 - 8:47 AM
Legal	Swanson, Lynn	Approved	2/15/2017 - 10:28 AM
City Manager	LaVerriere, Lori	Approved	2/16/2017 - 9:20 AM

RESOLUTION NO. R17-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH GOVERNMENT SERVICES GROUP, INC., TO ASSIST THE CITY OF BOYNTON BEACH TO CONTINUE THE FIRE ASSESSMENT PROGRAM FOR THE FY 2017-2018 BUDGET WITH THE SCOPE OF PROFESSIONAL SERVICES AND SPECIALIZED ASSISTANCE IN THE AMOUNT OF $17,500; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Government Services Group, Inc., (GSG) established the initial methodology and provided assistance to the City with the Fire Assessment Program since 2001; and

WHEREAS, GSG was selected to continue with their service when the Fire Assessment was extended due to their familiarity with the City, proven methodology that stood legal tests and offered at a lower cost to the City; and

WHEREAS, contracting with GSG will preserve the progress that has been made to-date in the data collection/maintenance of this program.

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

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

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and authorize the City Manager to execute the proposal of services with Government Services Group, Inc., in the amount of $17,500.00 to assist the City with the Fire Assessment Program for 2017/2018 and the potential additional services in an amount

not to exceed $42,930.00, a copy of the proposed Scope of services is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED this _____ day of _____, 2017.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

October 18, 2016

Via Electronic Mail

Tim Howard, Finance Director
City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33425-0310

Re: City of Boynton Beach – Fire Rescue Services Assessment Program: Continuing Services Proposal

Dear Mr. Howard,

As you know, Government Services Group, Inc. (GSG) originally assisted the City of Boynton Beach (City) in successfully implementing a fire rescue assessment program in 2001, and since its initial year, we have assisted in the maintenance of the annual assessment program on behalf of the City.

However, when the assessment program was initiated in 2001-02, the City made the decision to "sunset" the assessment program effective Fiscal Year 2008-09. Therefore, in order for the City to continue to use the annual recurring revenue source, it was required to implement a new fire rescue assessment program for Fiscal Year 2008-09. GSG is pleased to have assisted the City in developing and successfully implementing this recurring revenue source in Fiscal Year 2008-09 and has continued to assist in the maintenance of the annual assessment program. As such, we believe that the City would benefit from a continuation of our services.

In order to continue this relationship and the achievements realized thus far, attached as Appendix A is our proposed scope of services, fees, project deliverables and payment schedule to assist the City in the annual maintenance of the fire rescue assessment program for Fiscal Year 2017-18.

Please review the attached scope of services and upon review and satisfactory determination, please sign where indicated on Appendix A to acknowledge acceptance of the scope of services and to serve as proper notice to proceed. Upon execution, please provide us with a signed copy for our files.

If you have any questions, please do not hesitate to contact me. We look forward to working with the City of Boynton Beach again this year.

Sincerely,

Sandi Melgarejo
Project Coordinator

cc: Lori LaVerriere, City Manager
Mike Cirullo, Esq.

Appendix A

CITY OF BOYNTON BEACH
FIRE RESCUE ASSESSMENT PROGRAM
ANNUAL MAINTENANCE FISCAL YEAR 2017-18

Scope of Services

MAINTENANCE OF FIRE SERVICES ASSESSMENT PROGRAM

Task 1: **Base Retainer Services for Current Fiscal Year Assessment Program** Upon notice to proceed, GSG will be retained to administer the current fiscal year assessment program and maintain the assessment roll database. Such retainer services will include GSG's availability to respond to requests for information or assistance from City staff regarding all aspects of the current assessment program. In addition, GSG will prepare the critical events schedule for the upcoming fiscal year to ensure adherence to statutory deadlines and will maintain the current fiscal year database in a manner that ensures data availability to specific requests.

Task 2: **Update the Preliminary Assessment Roll** GSG will import updated Property Appraiser data to construct the preliminary annual assessment roll for the assessment program. Corrections from the City will be applied to the updated data. GSG will then create the assessment roll by programmatically applying the business rules to the data and extending the rates to the affected tax parcels according to the methodology.

Task 3: **Pro-Forma Rate Scenarios** As requested by the City, GSG will provide rate-scenarios to assist in budget analyses and assessment program planning.

Task 4: **Final Rates** GSG will calculate/confirm the proforma schedule of rates based on the apportionment methodology and revenue requirements for the Fiscal Year 2017-18 assessment program.

Task 5: **Preliminary and Annual Assessment Resolutions** GSG will advise and assist the City's legal counsel in drafting the implementing assessment resolutions that conform to the existing fire rescue assessment ordinance and the City's policy decisions.

Task 6: **Implementation** Advise and assist with the requirements for the adoption of the annual assessment rate resolution and certification of the assessment roll in accordance with Section 197.3632, Florida Statutes, including:

(a) Produce Notice Roll and Data Exports After verification of final rates for the assessment program, GSG will create the notice roll by applying the rates to the assessment roll. GSG will then produce the data exports needed for the production of TRIM notices. Data exports for TRIM notices will be transmitted as necessary to the Property Appraiser's office, per their specifications.

(b) Development and Distribution of First Class Notice Assist the City in developing the first class notice and its distribution to any affected property owners.

Task 7: **Create Final Assessment Roll** GSG will update the assessment roll with any corrections and updates received from the City. Final rates will be verified and extended to the updated data in order to create the final assessment roll. The final roll will be provided to the City.

Task 8: **Certify, Export and Transmit the Final Assessment Roll in Conformance with Uniform Method** Using the final assessment roll, GSG will prepare export files on compatible electronic medium capable of merger with the ad valorem tax roll files and will transmit the file to the Tax Collector in the prescribed format.

FEES AND COSTS

For the professional services and specialized assistance described in the proposed Scope of Services, GSG's lump sum fee will be $17,500. Except as noted below, the fee includes reimbursement for all out-of-pocket expenses.

The fee for professional services does not include any on-site visits by GSG staff to the City. Any on-site meetings may be arranged at our standard hourly rates provided below. All expenses related to on-site meetings will be billed in accordance with section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls may be scheduled to discuss project status.

The standard hourly rates for GSG are as follows:

GOVERNMENT SERVICES GROUP, INC.

Chief Executive Officer $225
Senior Vice President $175
Vice President $160
Senior Project Manager/Consultant/Project Coordinator $160
Consultant/Database Analyst/Technical Services $130
Administrative Support ..... $ 50

The lump sum fee does not include the costs of producing and mailing the statutorily required first class notices. Mailing and production costs depend on the number of assessable parcels of property within the assessment program area, but average approximately $1.35 per parcel. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rate and if U.S. postage rates increase prior to mailing (currently $0.48), the additional postage per notice will be charged.

The City is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated therewith.

The City is also responsible for any costs incurred to obtain information from the property appraiser or other public official that is necessary for the assessment program.

Please note that GSG works with the premise of developing and implementing assessment programs with an eye on potential legal challenges in an attempt to maximize both the efficiency and the effectiveness of any defense. Nonetheless, the fees outlined above for professional services do not include any provision for litigation defense. Accordingly, in the event there is a legal challenge, GSG would be available, on an hourly basis, to assist the City in its defense.

PAYMENT SCHEDULE

The lump sum fee for professional services and specialized assistance will be due and payable, based on the following schedule and assuming that notice to proceed is received in December 2016. If notice to proceed occurs after this date, the payment schedule will be condensed over the anticipated number of months remaining to complete the project.

Schedule	**Payment**
March 2017	25% of professional fee -- $4,375
May 2017	25% of professional fee -- $4,375
July 2017	25% of professional fee -- $4,375
September 2017	25% of professional fee -- $4,375

DELIVERABLES SCHEDULE

Deliverable	**Schedule**
Notice to Proceed	December 2016
Ongoing Retainer Services	As Needed
Calculate Rates	March - May 2017
Develop Preliminary Assessment Roll	May - June 2017
Preliminary Rate Resolution	June 2017
Prepare Assessment Roll	June - July 2017
TRIM/First Class Notices	July - August 2017
Published Notice	July - August 2017
Annual Rate Resolution	August-September 2017
Certify Fiscal Year 2017-18 Assessment Roll	by September 15, 2017

ACCEPTED AND AGREED TO APPENDIX A

By:_____ _____

City of Boynton Beach **Date**

HOURS AND FEES MATRIX

Task	Total Hours	Total Fees
Task 1 - Base Retainer Services for Current Fiscal Year Assessment Program		
Senior Vice President	4	$640
Senior Project Manager/Consultant/Project Coordinator	18	$2,880
Consultant/Database Analyst/Technical Services	8	$1,280
Task 1 Total	**30**	**$4,800**
Task 2 - Update Preliminary Assessment Roll		
Chief Executive Officer	0	$0
Senior Vice President	0	$0
Vice President	0	$0
Senior Project Manager/Consultant/Project Coordinator	4	$640
Consultant/Database Analyst/Technical Services	32	$5,120
Administrative Support	0	$0
Task 2 Totals	**36**	**$5,760**
Task 3 – Pro-Forma Rate Scenarios		
Senior Project Manager/Consultant/Project Coordinator	4	$640
Consultant/Database Analyst/Technical Services	4	$640
Task 3 Total	**8**	**$1,280**
Task 4 - Final Rates		
Senior Project Manager/Consultant/Project Coordinator	4	$640
Consultant/Database Analyst/Technical Services	2	$320
Task 4 Totals	**6**	**$960**
Task 5 - Preliminary and Annual Assessment Resolutions		
Senior Project Manager/Consultant/Project Coordinator	4	$640
Consultant/Database Analyst/Technical Services	0	$0
Task 5 Totals	**4**	**$640**
Task 6 – Implementation		
Senior Project Manager/Consultant/Project Coordinator	4	$640
Consultant/Database Analyst/Technical Services	8	$1,280
Task 6 Totals	**12**	**$1,920**
Task 7 - Create Final Assessment Roll		
Senior Project Manager/Consultant/Project Coordinator	2	$320
Consultant/Database Analyst/Technical Services	6	$960
Task 7 Totals	**8**	**$1,280**
Task 8 - Certify, Export and Transmit the Final Assessment Roll in Conformance with Uniform Method		
Consultant/Database Analyst/Technical Services	4	$640
Task 8 Total	**4**	**$640**
Total Professional Fees	**108**	**$17,280**
Expenses		**$220**
Grand Total		**$17,500**

Appendix B

CITY OF BOYNTON BEACH
ADDITIONAL SERVICES

Additional Services

ON-SITE VISITS

Any on-site meetings may be arranged at our standard hourly rates provided in Appendix A. All expenses related to on-site meetings will be billed in accordance with section 112.061, Florida Statutes. If necessary, in lieu of on-site visits, periodic telephone conference calls may be scheduled to discuss project status.

GSG's estimated fee for professional services and travel related expenses for one (1) on-site visit to the City is $1,500.

MAILING OF FIRST CLASS NOTICES

The City is required to use the Truth-in-Millage (TRIM) notice to provide notice of special assessments pursuant to a special act that pertained to Palm Beach County. The amendment to this special act provides that use of the TRIM notice satisfies the mailed notice requirement of section 197.3632, Florida Statutes **unless** the assessment is levied for the first time, the boundaries change, the purpose changes or the rate exceeds the maximum rate. Because of this amendment and based on prior discussions with the Palm Beach County Property Appraiser's office, it is recommended that the City provide additional first class mailed notice to affected property owners regarding the proposed fire special assessment.

Should the City be required to mail first class notices to affected property owners for FY 2017-18, GSG will assist the City as follows:

- Assist the City in developing the first class notice;
- Merging the pertinent assessment roll information into the notices;
- Print and prepare the notices to be mailed; and
- Mail the notices by first class mail.

Mailing and production costs depend on the number of assessable parcels of property within the assessment program area. GSG's fee for this service is $1.35 per mailed first class notice, which includes all out-of-pocket expenses such as postage, envelopes, copy charges, etc. For non-domestic notices, mailing charges will include the actual amount of postage beyond the domestic rate and if U.S. postage rates increase prior to mailing (currently $0.48), the additional postage per notice will be charged. Payment of mailing and production costs is due at the time of adoption of the initial assessment resolution or like document.

NO RATE INCREASE

Should the City not increase the fire assessment rates for FY 2017-18, first class notices will only need to be mailed to newly affected property owners. Based on FY 2016-17 information, the amount of new parcels that would need to be noticed would be in the 100 to 250 range. GSG's fee for mailing 250 first class notices would be approximately $338.

RATE INCREASE

Should the City increase the fire assessment rates for FY 2017-18 above the maximum rates noticed in August 2014, the City would be required to re-notice all property owners. Based on the FY 2016-17 fire assessment roll, the City would be required to mail approximately 31,800 first class notices. GSG's fee for mailing 31,800 first class notices would be approximately $42,930.

ACCEPTED AND AGREED TO APPENDIX B

By:_____ _____

City of Boynton Beach **Date**

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R17-018 - Approve the Interlocal Agreement between the City and Palm Beach County for participation in the Drowning Prevention Coalition's (DPC) Learn to Swim Program, which provides vouchers to the pubic that may be redeemed for swimming lessons at the John Denson Pool.

EXPLANATION OF REQUEST: As part of the DPC Program, Palm Beach County will pay the City its usual and customary fee for swimming lesson classes. The vouchers are issued by the Learn to Swim Program and are valued at a maximum of $50 per class. The term of the Agreement will be from October 1, 2016 through September 30, 2017.

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

FISCAL IMPACT: Non-budgeted None.

ALTERNATIVES: Do not approve the agreement.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving ILA with PBC for Swimming Program
Agreement	DPC Agreement

Exhibit	Exhibit A

REVIEWERS:

Department	Reviewer	Action	Date
Recreation & Parks	Majors, Wally	Approved	2/9/2017 - 8:32 AM
Finance	Howard, Tim	Approved	2/9/2017 - 1:16 PM
Legal	Swanson, Lynn	Approved	2/13/2017 - 10:02 AM
City Manager	LaVerriere, Lori	Approved	2/16/2017 - 9:20 AM

RESOLUTION R17-

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

WHEREAS, Palm Beach County will pay to the City of Boynton Beach its usual and customary fee per swim class for swimming lessons provided by the City in exchange for the Drowning Prevention Coalition Learn to Swim Program; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens and residents of the City of Boynton Beach to approve and authorize the Mayor to sign the Interlocal Agreement with Palm Beach County which expires September 30, 2017, for participation in the Drowning Prevention Coalition Learn to Swim Program.

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

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

Section 2. The City Commission of the City of Boynton Beach hereby authorizes the Mayor to sign an Interlocal Agreement between the City of Boynton Beach and Palm Beach County which expires September 30, 2017, for participation in the Drowning Prevention

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

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

PASSED AND ADOPTED this _____ day of _____, 2017.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

INTERLOCAL AGREEMENT
FOR SWIMMING LESSONS

This Agreement is made as of the ___ day of _____, 20___, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and the City of Boynton Beach, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter referred to as "MUNICIPALITY").

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

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

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

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

ARTICLE 1 - SERVICES

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

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

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

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

ARTICLE 2 – COMMENCEMENT AND TERM

This Agreement shall commence on October 1, 2016 and shall remain in effect until September 30, 2017.

ARTICLE 3 - PAYMENTS TO MUNICIPALITY

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

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

ARTICLE 4 - TERMINATION

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

ARTICLE 5 - PERSONNEL

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

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

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

ARTICLE 6 - SUBCONTRACTING

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

ARTICLE 7 - AVAILABILITY OF FUNDS

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

ARTICLE 8 - INSURANCE

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

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

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

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

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

ARTICLE 9 - INDEMNIFICATION

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

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

ARTICLE 10 - SUCCESSORS AND ASSIGNS

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

ARTICLE 11 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

ARTICLE 12 - CONFLICT OF INTEREST

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

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

ARTICLE 13 - EXCUSABLE DELAYS

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

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

ARTICLE 14 - ARREARS

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

ARTICLE 15 – PUBLIC RECORDS

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

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

The MUNICIPALITY is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the MUNICIPALITY'S sole direction, supervision, and control. The MUNICIPALITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the MUNICIPALITY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

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

ARTICLE 17 - CONTINGENT FEES

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

ARTICLE 18 - ACCESS AND AUDITS

The MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the MUNICIPALITY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the MUNICIPALITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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

ARTICLE 19 - NONDISCRIMINATION

The MUNICIPALITY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The MUNICIPALITY has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if MUNICIPALITY does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that MUNICIPALITY will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

ARTICLE 20 - AUTHORITY TO PRACTICE

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

ARTICLE 21 - SEVERABILITY

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

ARTICLE 22- PUBLIC ENTITY CRIMES

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

ARTICLE 23 - SURVIVABILITY

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

ARTICLE 24 - NOTICE

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

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

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

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

ARTICLE 25 - FILING

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

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the MUNICIPALITY agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered unless agreed to in writing by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns and successors in interest.

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

WITNESS

_____
Signature

_____
Name (type or Print)

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

By:_____
Jeffrey P. Collins, Fire-Rescue Administrator, through Verdenia C. Baker, County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By_____
Palm Beach County Fire-Rescue

ATTEST:

By:_____
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_____
City Attorney

CITY OF BOYNTON BEACH, FLORIDA

By:_____
Steven B. Grant, Mayor

LEARN TO SWIM PROGRAM
City of Boynton Beach John H. Denson Pool
225 NW 12th Avenue Boynton Beach Florida, 33435
Exhibit A

Parent & Tot: – Max. 10 students
Infants and toddlers will become comfortable in and around the water. Their parents will learn information and techniques to help orient their child(ren) to the water and how to supervise water activities in a safe manner.

Level I, Introduction to Water Skills: - Max. 6 students
Children will learn basic water safety and swimming skills at a beginner level in order to progress to the intermediate Level II.

Level II, Fundamental Aquatic Skills: - Max. 6 students
Children will develop swimming techniques at an intermediate level in order to progress to the advanced Level III.

Level III, Stroke Development and Improvement: - Max. 10 students
Children will practice stroke refinement at an advanced level in order to advance to a Recreation Swim League or pre-competition level.

Spring 2017 Week Day Sessions

When: Tuesday & Thursday or Wednesday & Friday for four weeks

T/Th	W/F
2/7-2/23	**2/8-2/24**
2/28-3/16	**3/1-3/17**
3/21-4/13	**3/22-4/14**
4/18-5/4	**4/19-5/5**
5/9-5/25	**5/10-5/26**

Times: Per Level

Pre Level 1-2	4:00-4:30PM	
Level 1-2	4:30-5:00PM	5:00-5:30PM
Level 3	4:00-4:30PM	

Spring 2017 Saturday Sessions

When: Saturday
2/11-3/4
3/11-4/1
4/8-4/29
5/5-6/3* *** No class 5/20**

Times: Per Level
P&T 10:00AM – 10:30AM
Level 1, 2, 3 10:30 AM – 11:15 AM 11:15 AM-12:00 PM

Summer 2017 Lessons
Learn to Swim Weekday

Session 1	June 6-9
Session 2	June 13-16
Session 3	June 20-23
Session 4	June 27-30
Session 5	July 4-7
Session 6	July 11-14
Session 7	July 18-21
Session 8	July 25-28
Session 9	Aug. 1-4
Session 10	Aug. 8-11

Morning Times:

Level 1, 2, 3 9:00-9:45AM 9:45-10:30AM 10:30-11:15AM

Afternoon Times:

Level 1, 2, 3 4:30-5:15PM 5:15-6:00PM 6:00-6:45PM

Summer 2017
Saturday Swim Lessons

Session 1	6/10-7/1
Session 2	7/8-7/29
Session 3	8/5-8/26

Times: Per Level

P&T 10:00AM – 10:30AM
Level I, II, III 10:30AM-11:15AM, 11:15AM-12:00PM

Fall 2017 Week Day Sessions

When: Tuesday & Thursday or Wednesday & Friday for four weeks

T/Th	W/F
8/22-9/7	**8/23-9/8**
9/12-9/28	**9/13-9/29**
10/3-10/19	**10/4-10/20**
10/24-11/9	**10/25-11/10**
11/14-12/7*	**11/15-12/8*** ***NO CLASS 11/21-24**

Times: Per Level

Pre Level 1-2	4:00-4:30PM	
Level 1-2	4:30-5:00PM	5:00-5:30PM
Level 3	4:00-4:30PM	

Fall 2017 Saturday Sessions

When: Saturday
9/2-9/23
9/30-10/21
10/28-11/18

Times: Per Level
P&T 10:00AM – 10:30AM
Level I, II, III 10:30 AM – 11:15 AM 11:15 AM-12:00 PM

Admission: $40R $50NR per session

Disclaimer: All dates and times of classes are subject to change due to weather, staffing, and maintenance issues.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R17-019 - Approve and authorize signing of an Agreement for Water Service outside the City limits with Kristin & David Elliott for the property at 3203 Karen Drive, Delray Beach, FL 33444.

EXPLANATION OF REQUEST:
The property covered by this Agreement is located in the unincorporated Palm Beach County area outside of the City limits in our water service area, East of Federal Highway, North of Gulfstream Blvd.

The property is vacant with building permits issued and now the owner requests that we provide potable water.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The City is able to provide water to the property. The owner agrees to be responsible for all costs to provide service to the owner's premises. No additional construction is required by the City to serve this property.

FISCAL IMPACT: Customers outside the City limits pay an additional 25% surcharge above the water rates charged to customers within the City.

ALTERNATIVES: Deny request to provide service. If service is denied the Consumptive Use Permit could be subject to modification. The Utility Department is granted water allocation under the South Florida Water Management District Consumptive Use Permit. The current permit has restriction #19 that states "The Permittee shall notify the District within 30 days of any change in the service area boundary. If the Permittee will not serve a new demand within the service area for which the annual allocation was calculated, the annual allocation may then be subject to modification and reduction." Although it is highly unlikely that refusal to serve one property would trigger modification or reduction of the annual allocation, this provision should be noted.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving WSA at 3203 Karen Drive
Agreement	WSA 3203 Karen Dr
Attachment	backup

REVIEWERS:

Department	Reviewer	Action	Date
Utilities-Customer Service	Groff, Colin	Approved	2/7/2017 - 1:50 PM
Finance	Howard, Tim	Approved	2/8/2017 - 10:12 AM
Legal	Swanson, Lynn	Approved	2/13/2017 - 10:11 AM
City Manager	LaVerriere, Lori	Approved	2/16/2017 - 9:21 AM

RESOLUTION NO. R17-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING AND DIRECTING EXECUTION OF AN AGREEMENT FOR WATER SERVICE OUTSIDE THE CITY LIMITS AND COVENANT FOR ANNEXATION BETWEEN THE CITY OF BOYNTON BEACH AND KRISTIN ELLIOTT AND DAVID ELLIOTT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the subject property is located outside of the City limits, but within our water and sewer service area, located at 3203 Karen Drive, Delray Beach, Florida (PCN: 00-43-46-04-18-000-0400); and

WHEREAS, the parcel covered by this agreement is vacant land with building permits issued located in the unincorporated Palm Beach County; and

WHEREAS, no additional construction will be required by the City to serve this property.

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 authorizes and directs the Interim City Manager to execute a Water Service Agreement between the City of Boynton Beach, Florida and Kristin Elliott and David Elliott, a copy of said Agreement is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED this _____ day of _____, 2017.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

AGREEMENT FOR WATER SERVICE OUTSIDE THE CITY LIMITS
AND
COVENANT FOR ANNEXATION
(Individuals)

This Agreement, made on this 7th day of February, 2017, by and between:

Kristin & David Elliott hereinafter called the "Owner(s),"

and

THE CITY OF BOYNTON BEACH, a municipal corporation of the State of Florida, hereinafter called the "City."

WITNESSETH, the City and the Owner(s), in consideration of the privilege of receiving water service from the City Water System and the mutual covenants expressed herein, the City of Boynton Beach and the Owner(s), the heirs, successors and assigns, agree as follows:

1. Owner(s) represents and covenants that it owns the following described real property (hereinafter "Property") located outside the boundaries of the City, but in the City's water and wastewater service area:

County Property Appraiser's Property Control Number (PCN) 00-43-46-04-18-000-0400
LEGAL DESCRIPTION: Lot 40, Trade Winds Estates First Addition, according to the plat thereof recorded at Plat Book 22, Page 44, in the Public Records of Palm Beach County, Florida.

2. The City agrees to provide Owner(s) with water services from the City Water System only as necessary to service the Property.

3. Owner(s) shall not use or supply water it receives from the City to service or benefit any property other than the Property described in paragraph 1 above, unless written permission is granted by the City of Boynton Beach.

AGREEMENT FOR WATER SERVICE OUTSIDE THE CITY LIMITS
AND
COVENANT FOR ANNEXATION
(Individuals)

The Property requires __1_ (specify number) Equivalent Residential Connection(s).

4. The Owner(s) agrees to pay all costs of engineering, material, labor, installation, and inspection of the facilities as required by the City Code to provide service to the Owner(s)'s Property.

5. The Owner(s) shall be responsible for installation and conformance with all applicable codes, rules, and regulations of all service lines upon the Owner(s)'s Property and all such lines shall first be approved by the Director of Utilities and subject to inspection by the City Engineers.

6. The City shall have the option of either requiring (a) the Owner(s) to use a licensed contractor to perform the necessary work or (b) the City may have the work performed in which case the Owner(s) will pay in advance all estimated costs thereof. In the event the City has such work performed, the Owner(s) will also advance to the City such additional funds as may be necessary to pay the total actual costs of providing the work.

7. Any water main extension made under the Agreement shall be used only for Property of the Owner(s), unless written permission is granted by the City of Boynton Beach for other party or parties to connect pursuant to the Code of Ordinances and regulations of Boynton Beach.

8. Ownership and title to all mains, extensions, and other facilities extended from the City Water Distribution System to and including the metered service to Owner(s) shall be vested in the City exclusively unless otherwise conveyed or abandoned to the property owner.

9. The Owner(s) agrees to pay all charges, deposits, and rates for service and equipment in connection with water service outside the City limits applicable under City Code of Ordinances and rate schedules which are now applicable or as may be changed from time to time.

10. Owner(s) shall pay a twenty-five percent (25%) surcharge on all base facility and water use charges to the Property.

11. Any rights-of-way or easements needed by the City to provide water to the Property shall be provided by the Owner(s) and at the Owner(s)'s expense.

12. It is understood by the Owner(s), and shall be binding upon the Owner(s), his or her transferees, grantees, heirs, successors, and assigns, that all water to be furnished, supplied, and sold under this Agreement is made available from surplus. If the surplus does not exist at the time of Owner(s)'s actual request for commencement of service, as determined by the City's Director of Utilities, then this CITY, without liability, may refuse to initiate service to the subject Property.

13. The Owner(s) further agrees in consideration of the privilege of receiving water service from said City, that the execution of this Agreement is considered to be a voluntary Petition for Annexation pursuant to Section 171.044 of the Florida Statutes or any successor or amendment thereto. Furthermore, should any other general law, special act, or local law be enacted which provides for voluntary or consensual annexation, this Agreement shall also be considered a request by the Owner(s) for annexation under such other laws. The Property shall be subject to annexation at the option of the City at any time eligible under any one or more of the above-referenced laws concerning annexation. Owner(s) will inform any and all purchasers of this property of this voluntary Petition for Annexation and its applicabilities to such purchasers.

14. The Owner(s) acknowledges that this Agreement is intended to be and is hereby made a covenant running with the land described in paragraph 1 above. This Agreement is to be recorded in the Public Records of Palm Beach County, Florida, and the Owner(s) and all subsequent transferees, grantees, heirs, or assigns of Owner(s) shall be bound by this Agreement.

16. It is agreed that the City shall have no liability in the event there is a reduction, impairment, or termination in water service to be provided under this Agreement due to any prohibitions, restrictions, limitations, or requirements of local, regional, state, or federal agencies or other agencies having jurisdiction over such matters. Also, the City shall have no liability in the event there is a reduction, impairment or termination of water service due to acts of God, accidents, strikes, boycotts, blackouts, fire, earthquakes, other casualties, or other circumstances

17. The Owner(s) hereby agrees to indemnify, defend and hold harmless the City of Boynton Beach, its Mayor, Members of the City Commission, officers, employees, and agents (both in their individual and official capacities) from and against all claims, damages, law suits and expenses including reasonable attorneys' fees (whether or not incurred on appeal or in connection with post-judgment collection) and costs rising out of or resulting from the Owner(s)'s obligation under or performance pursuant to this Agreement, including disputes for breach of warranty of title.

18. No prior or present agreements or representations shall be binding on any of the parties hereto unless incorporated in this Agreement. No modifications or change in this Agreement shall be valid upon the parties unless in writing executed by the parties to be bound thereby.

19. The Owner(s) warrants to the City that the Owner(s) holds legal and beneficial title to the Property which is the subject of this Agreement.

20. In the event of a sale of the Property by Owner(s), Owner(s) agrees to provide written notice of the existence of this Agreement to the buyer of the Property prior to or in conjunction with the closing of the sale transaction.

AGREEMENT FOR WATER SERVICE OUTSIDE THE CITY LIMITS
AND
COVENANT FOR ANNEXATION
(Individuals)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 7th day of February, 2017. Sealed and delivered in the presence of:

TWO WITNESSES as to each Owner:

Amy McCabe
First Witness Signature

Amy McCabe
Printed Witness Name

John Atkisson
Second Witness Signature

JOHN ATKISSON
Printed Witness Name

Amy McCabe
First Witness Signature

Amy McCabe
Printed Witness Name

John Atkisson
Second Witness Signature

JOHN ATKISSON
Printed Witness Name

INDIVIDUAL(S) AS OWNER(S):

Owner Signature

David Elliott
Printed Owner Name

Kristin Elliott
Owner Signature

Kristin Elliott
Printed Owner Name

FOR OWNER(S) NOTARIZATION:

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida and in the County of Palm Beach to take acknowledgments, personally appeared David + Kristin Elliott as the Owner(s) named in the foregoing Agreement and that he/she acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily and that the individual was (personally known) to me or provided the following proof of identification: _____.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of Feb, 2017.

(Notary Seal)

ERIC MCCABE
Notary Public - State of Florida
Commission # FF 41775
My Comm. Expires Aug 30, 2017

Notary Public Signature

Eric G McCabe
Printed Name of Notary Public

My Commission Expires: Aug 30, 2017 Commission Number: FF 41775

AGREEMENT FOR WATER SERVICE OUTSIDE THE CITY LIMITS
AND
COVENANT FOR ANNEXATION
(Individuals)

CITY OF BOYNTON BEACH, FLORIDA
A Florida municipal corporation

By: _____
Lori LaVerriere, City Manager

ATTEST:

_____
City Clerk

Approved as to Form:

_____
City Attorney

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida and in the County of Palm Beach, to take acknowledgments, personally appeared Lori LaVerriere, Interim City Manager and Janet Prainito, City Clerk, respectively, of the City named in the foregoing Agreement and that they severally acknowledged executing same and voluntarily under authority duly vested in them by said City and that the City seal affixed thereto is the true corporate seal of said City.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 20___

(Notary Seal)

_____
Notary Public Signature

_____
Printed Notary Public Name

My Commission Expires: _____

Commission No. _____

IRREVOCABLE SPECIAL POWER OF ATTORNEY
(Individuals)

STATE OF FLORIDA

COUNTY OF PALM BEACH

I/We, Kristin & David Elliott, hereinafter "Grantee", hereby make, constitute, and appoint THE CITY OF BOYNTON BEACH, FLORIDA, true and lawful attorney in fact for Grantee and in Grantee's name, place and stead, for the sole purpose of executing on behalf of Grantee the power to initiate, maintain, and complete a voluntary petition for annexation of the real property described herein into the CITY OF BOYNTON BEACH. This power shall extend to the CITY OF BOYNTON BEACH full and complete authority to act on Grantee's behalf to accomplish annexation by any available means. The real property which is the subject of this power is described as follows:

PCN No.: 00-43-46-04-18-000-0400

The powers and authority of my attorney, THE CITY OF BOYNTON BEACH, FLORIDA, shall commence and be in full force and effect on the 7th day of February, 2017 and the powers and authority shall be irrevocable by Grantee.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

SIGNATURE PAGE FOLLOWS

IRREVOCABLE SPECIAL POWER OF ATTORNEY
(Individuals)

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 7th day of February, in the year 2017.

Sealed and delivered in the presence of:

TWO WITNESSES as to each Owner:

Amy McCabe
First Witness Signature

Amy McCabe
Printed Witness Name

John Atkisson
Second Witness Signature

JOHN ATKISSON
Printed Witness Name

INDIVIDUAL(S) AS OWNER(S):

Owner Signature

David Elliott
Printed Owner Name

Amy McCabe
First Witness Signature

Amy McCabe
Printed Witness Name

John Atkisson
Second Witness Signature

JOHN ATKISSON
Printed Witness Name

Kristin Elliott
Owner Signature

Kristin Elliott
Printed Owner Name

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

THE FOREGOING INSTRUMENT was acknowledged before me and executed the same this 7 day of Feb, 2017, by Kristin Elliott and David Elliott who are known to me or who have produced the following as proof of identification _____.

(Notary Seal)

ERIC MCCABE
Notary Public - State of Florida
Commission # FF 41775
My Comm. Expires Aug 30, 2017

Notary Public Signature

Eric G McCabe
Printed Notary Public Name

My Commission Expires: Aug 30, 2017

Commission No. FF 41775

DOROTHY JACKS CFA, AAS
Palm Beach County Property Appraiser

Homestead Exemption E-file

Location Address	3203 KAREN DR
Municipality	UNINCORPORATED
Parcel Control Number	00-43-46-04-18-000-0400
Subdivision	TRADE WINDS ESTS FIRST ADD
Official Records Book	26773 Page 1651
Sale Date	APR-2014
Legal Description	TRADE WINDS ESTS FIRST ADD LT 40 & N 1/2 OF 40 FT ABND PT OF INTRACOASTAL RD LYG S OF & ADJ TO

Owners

ELLIOTT DAVID &
ELLIOTT KRISTIN

Mailing address

2 NW 24TH CT
DELRAY BEACH FL 33444 4318

Sales Date	Price	OR Book/Page	Sale Type	Owner
APR-2014	$650,000	26773 / 01651	WARRANTY DEED	ELLIOTT DAVID &
SEP-1994	$100,000	08446 / 01090	WARRANTY DEED	
APR-1994	$100	08446 / 01089	QUIT CLAIM	
APR-1994	$100	08214 / 01783	QUIT CLAIM	

No Exemption Information Available.

Number of Units 0 *Total Square Feet 0 Acres 0.3273

Use Code 0000 - VACANT Zoning RS - Single Family Residential (00-UNINCORPORATED)

Tax Year	2016	2015	2014
Improvement Value	$0	$0	$0
Land Value	$546,000	$546,000	$420,000
Total Market Value	$546,000	$546,000	$420,000

All values are as of January 1st each year

Tax Year	2016	2015	2014
Assessed Value	$546,000	$546,000	$420,000
Exemption Amount	$0	$0	$0
Taxable Value	$546,000	$546,000	$420,000

Tax Year	2016	2015	2014
Ad Valorem	$9,818	$10,152	$7,896
Non Ad Valorem	$0	$0	$0
Total tax	$9,818	$10,152	$7,896

DOROTHY JACKS CFA, AAS
Palm Beach County Property Appraiser

Search

Search Results Detail

View Property Record

Owners

ELLIOTT DAVID &
ELLIOTT KRISTIN

Property detail

Location	3203 KAREN DR
Municipality	UNINCORPORATED
Parcel No.	00434604180000400
Subdivision	TRADE WINDS ESTS FIRST ADD
Book	26773 Page 1651
Sale Date	APR-2014
Mailing Address	2 NW 24TH CT DELRAY BEACH FL 33444 4318
Use Type	0000 - VACANT
Total Square Feet	0

Sales Information

Sales Date	Price
APR-2014	650000

Tools

Layers

Print

Messages

Instructional Videos

Prepared by:
Lauren Mereck
Trident Title LLC
12008 South Shore Blvd., Ste. 201
Wellington, Florida 33414

File Number: WL14-0245

CFN 20140165898
OR BK 26773 PG 1651
RECORDED 05/06/2014 15:18:41
Palm Beach County, Florida
AMT 650,000.00
Doc Stamp 4,550.00
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1651 - 1652; (2pgs)

This is a Notarized Copy

General Warranty Deed

Made this April 24, 2014 A.D. By Robert C. Kirksey, MD, individually as a a single man and as Trustee, whose address is 3559 River Road, Mantachie, MS 38855-8509, hereinafter called the grantor, to David Elliott and Kristin Elliott, husband and wife, whose post office address is 733 Lakeshore Drive, Delray Beach, FL 33444, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Palm Beach County, Florida, viz:

Lot 40, TRADE WINDS ESTATES FIRST ADDITION, according to the plat thereof recorded at Plat Book 22, Page 44, in the Public Records of Palm Beach County, Florida.

Parcel ID Number: 00-43-46-04-18-000-0400

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2013.

Prepared by:
Lauren Mereck
Trident Title LLC
12008 South Shore Blvd., Ste. 201
Wellington, Florida 33414

File Number: WL14-0245

This is a Certified Copy

Signed, sealed and delivered in our presence:

Vicki Lindsey

Witness Printed Name Vicki Lindsey

Brenda Frost

Witness Printed Name BRENDA FROST

(Seal)
Robert C. Kirksey, MD, Individually and as Trustee
Address: 3559 River Road, Mantachie, MS 38855-8509

STATE OF MS
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 21 day of April, 2014, by Robert C. Kirksey, MD, individually as a single man and as Trustee, (✓) who is/are personally known to me or (_) who has produced _____ as identification.

CHANCERY COURT LEE COUNTY, MISS.

Notary Public
Print Name: BILL BENSON, Chancery Clerk and Ex-Officio Notary Public
My Commission Expires: Medu W
By _____ D.C.
My Commission Expires First Monday in January 2016

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R17-020 - Review and approval of the Resolution creating the Citizen Oversight Committee.

EXPLANATION OF REQUEST:
At the February 7th City Commission meeting, the Commission elected to create a Citizen Oversight Committee to monitor expenditures of infrastructure surtax funds. The Commission directed creation of a 5 member committee appointed by the City Manager. This Resolution implements the City Commission's direction.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Creation of the Citizen Oversight Committee is mandatory and in accordance with the Countywide infrastructure surtax program.

FISCAL IMPACT: Non-budgeted The limited meeting schedule of the oversight committee will result in minimal clerical costs associated with record keeping and sunshine law requirements. Costs will be allocated to the City's General Fund with department designation to be determined.

ALTERNATIVES: None.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution creating the Citizen Oversight

Committee

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Swanson, Lynn	Approved	2/13/2017 - 11:08 AM
Finance	Howard, Tim	Approved	2/13/2017 - 1:42 PM
City Manager	LaVerriere, Lori	Approved	2/16/2017 - 9:21 AM

RESOLUTION NO. R17-____

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, CREATING A CITIZEN OVERSIGHT COMMITTEE; PROVIDING FOR APPOINTMENT AND REMOVAL OF MEMBERS BY THE CITY MANAGER; PROVIDING FOR DUTIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in May 2016, Palm Beach County adopted an Ordinance calling for a Countywide Referendum to impose a countywide local government infrastructure surtax of one percent (1.0%) on all authorized taxable transactions occurring within Palm Beach County, as authorized by Section 212.055(2), Florida Statutes; and

WHEREAS, Voters approved the plan in the November 2016 General Election; and

WHEREAS, pursuant to the County Ordinance and the ballot language approved by the voters, City expenditures of Surtax proceeds shall be subject to independent oversight by citizen committees; and

WHEREAS, the City Commission has elected to create a City of Boynton Beach Citizens Oversight Committee appointed by the City Manager to serve as a reporting body to 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. There is hereby created a five (5) member Citizens Oversight Committee comprised of individuals with experience, education, or skills as determined necessary by the City Manager. Members of the Committee shall be appointed and may be removed by the City Manager.

29 Section 3. The Committee shall meet at least twice annually and at such other
30 times as deemed necessary by the City Manager or designee to conduct review of the City's
31 list of approved infrastructure surtax expenditures. Meetings shall be scheduled by the City
32 Manager or designee. The City Manager shall appoint a Chair and Vice-Chair.

33 Section 4. The Committee's duties are to:

34 1. Ensure that one hundred percent (100%) of proceeds are expended only for
35 purposes permitted by law and consistent with the ballot measure: and

36 2. Ensure that expenditures are in compliance with the City's Surtax Use Plan:
37 and

38 a. Make annual reports to the City Commission and City Manager which
39 shall include whether the City is in compliance with the requirements
40 of the ballot measure.

41 b. The report shall summarize the surtax funded projects and indicate the
42 amount of funds used for each project, the status of the project on the
43 reporting date and whether the surtax funds allocated to the project are
44 sufficient to fund completing of the project.

45 Section 5. The Committee and its individual members shall operate in the
46 sunshine. Committee Members are subject to the Palm Beach County Code of Ethics.
47 Appointees shall complete required ethics training prior to assuming the duties of
48 appointment.

49 Section 6. Costs associated with the operation of the Committee shall not be paid
50 from the surtax funds.

51 Section 7. That this Resolution will become effective immediately upon passage.

52

PASSED AND ADOPTED this _____ day of _____, 2017.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

REQUESTED ACTION BY COMMISSION:
PROPOSED RESOLUTION NO. R17-021 - Authorize the City Manager to sign the government agreement with Synovia Solutions of Indianapolis, IN for the provision of vehicle tracking systems for Utilities vehicles, pumps and generators by a utilizing St Lucie Public Schools Award of RFP Number 15-08 titled "GPS System and Installation for District Vehicles". St Lucie Public Schools competitive bid process satisfies the City's procurement requirements.

EXPLANATION OF REQUEST:
The utility is seeking to replace the current AVL vehicle locator system with a new system and has reviewed a number of options prior to running a trial with Synovia Solutions. Their system will provide information such as vehicle location, engine condition and speed plus a report on the vehicle mechanical and electrical status. It will be possible to enter geo-fencing conditions which will provide an alarm if a vehicle enters a restricted area or leaves the service area. This basic information is similar to that available from the AVL devices currently used for overtime payment in the utility.
In addition to the basic functionality common to many systems the devices the proposed devices in the vehicles have other desirable features. These include provision of the driver to sign in as the user, report on a pre-trip inspection, providing turn by turn route information, sending messages to a supervisor and record information. The current AVL devices are to be phased out in the near future and do not provide the same level of information. The new system will replace the AVL's for overtime payment calculation. The pumps and generators have not previously been provided with location devices. Since they often need to be left unattended in the field the tracking device will provide additional security.
The data connection will be provided using the Verizon state contract already in use for utility phones.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The installation of the tracking equipment will provide a number of additional services for the city. Fleet management will have immediate reports on any vehicle problems ensuring faster response to issues and prevention of major damage to vehicles. Utilities management will be able to improve on their efficient use of mobile equipment with the ability to know the location of personnel, and direct the closet available units in response to an emergency.

FISCAL IMPACT: Budgeted
VEHICLES, (Synovia AIO unit)
71 X $37.28 = $2,646.88 Monthly Synovia.
71 X $00.20 = $ 14.20 Monthly Verizon.
71 X $37.48 = $2,661.08 Monthly Total.
Synovia will install all of the units

Pumps/Generators, (Synovia LMU 2830)
70 X $13.78 = $ 964.60 Monthly Synovia.
70 X $00.20 = $ 14.00 Monthly Verizon.
70 X $13.98 = $ 978.60 Monthly Total.
Synovia will charge $1,000 to install 10 unites and train city personnel to complete the installation.

Funding is available in the utilities operating budget in account 401-2821-536-46.91.

ALTERNATIVES: Continue seeking a replacement for the AVL system

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving Government Agreement with Synovia Solutions for vehicle tracking
Attachment	Synsurance Govt Agreement
Addendum	Synovia Quotation for Boynton Beach
Addendum	St Lucie Award
Attachment	St Lucie Intent
Addendum	St Lucie Schools RFP
Addendum	St Lucie Pricing from Synovia Solutions

REVIEWERS:

Department	Reviewer	Action	Date
Utilities	Groff, Colin	Approved	2/7/2017 - 1:52 PM
Finance	Howard, Tim	Approved	2/13/2017 - 10:57 AM
Legal	Swanson, Lynn	Approved	2/14/2017 - 1:22 PM
City Manager	LaVerriere, Lori	Approved	2/16/2017 - 9:21 AM

RESOLUTION R17-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN THE GOVERNMENT AGREEMENT WITH SYNOVIA SOLUTIONS OF INDIANAPOLIS, IN., FOR THE PROVISION OF VEHICLE TRACKING SYSTEMS FOR UTILITIES VEHICLES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Utility Department is seeking to replace the current AVL vehicle locator system with a new system and has reviewed a number of options prior to running a trial with Synovia Solutions; and

WHEREAS, the installation of the tracking equipment will provide a number of additional services such as the Fleet Management will have immediate reports on any vehicle problems ensuring faster responses to issues and prevention of major damage to vehicles; while Utilities will be able to improve on their efficient use of mobile equipment with the ability to know the location and direct the closest available unit in response to an emergency; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens and residents of the City of Boynton Beach to approve and authorize the City Manager to sign a Government Agreement with Synovia Solutions for the provision of vehicle tracking systems for Utilities vehicles.

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

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

hereof.

Section 2. The City Commission of the City of Boynton Beach hereby authorizes the City Manager to sign a Government Agreement with Synovia Solutions for the provision of vehicle tracking systems for Utilities vehicles, a copy of said Government Agreement is attached hereto and made a part here as Exhibit "A".

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

PASSED AND ADOPTED this _____ day of _____, 2017.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

Synsurance℠ synovia solutions

9330 Priority Way West Dr.
Indianapolis, IN 46240
Phone: 317-208-1700
Toll Free: 877-796-6842
Fax: 317-208-2202

GOVERNMENT AGREEMENT
No: 9373

Customer Legal Name City of Boynton Beach Utility Department		Customer Billing Address (If different)	
Address 124 East Woolbright Road		Address	
City Boynton Beach	County Palm Beach	City	County
State Florida	Zip Code 33435	State FL	Zip Code
Location Contact: Michael Low	Phone (561) 742-6403	Fax	Salesperson Peter Nemeth

Tax ID# ☐ K-12 ☒ Other Municipal

PO Number (if applicable): PO Expiration Date:

CONT RACT DURATION / NUMBER OF VEHICLES

Term of Agreement: ☒ _31____ Mo. Remainder of St Lucie Initial term, 3 optional one year renewals available
Total Number of Vehicles: ___141_____
Tax Exempt: ☐ No ☒ Yes (Attach Certificate)

THIS AGREEMENT COVERS THE FOLLOWING:

SILVERLINING SOFTWARE		EQUIPMENT LIST		
☒	Core Track & Trace		TYPE	QTY
☐	Comparative Analysis	LMU:	AIO	71
☐	Time and Attendance		2830	70
☒	Engine Diagnostics	Peripheral:		
☐	Turn by Turn Navigation			
☐	Here Comes The Bus	Other:		
☐	Route Builder			

Carrier: ☐ Synovia ☒ Verizon

Installation: ☒ Synovia ☒ Customer AIO by Synovia , Asset trackers By Boynton Beach

SPECIAL INSTRUCTIONS: Terms and Conditions of St Lucie Contract apply. Skip page 2 and 3.
Note Data not included. Data provided by Verizon per State of Florida Contract. Pricing is $0.099 per MB, Two MB per month per vehicle typical.

RATE AND METHOD OF PAYMENT

Base Payment $ 13.78_____ X	Number of Vehicles 70_____ =	$964.60_____	☒	Monthly
Base Payment $ 37.28_____ X	Number of Vehicles71 _____ =	$2,646.88_____	☐	Quarterly
Base Payment $ _____ X	Number of Vehicles _____ =	$_____	☐	Annually
	Total Rental Payment	$3,611.48_____	☐	Check
	Applicable Sales Tax	$0.00_____	☐	ACH
	Total Rental Payment with Tax	$3,611.48_____	☐	Credit Card

PLEASE READ BEFORE SIGNING: THE CUSTOMER AGREES TO RENT FROM VENDOR THE EQUIPMENT LISTED ABOVE. THE CUSTOMER AGREES TO ALL TERMS AND CONDITIONS CONTAINED IN THIS RENTAL AGREEMENT. THE CUSTOMER AGREES THIS RENTAL AGREEMENT IS FOR THE RENTAL TERM INDICATED ABOVE AND CANNOT BE CANCELLED FOR ANY REASON, EXCEPT AS PROVIDED HEREIN.

AUTHORIZATION

Company Full Name (Please Print)	
Authorized Signature Date	Authorized Representative of Synovia
Authorized Signer's Printed Name Title	

January 27, 2017

Mr. Juan Cuesta
Manager Utilities Department
The City of Boynton Beach FL
124 east Woolbright Road
Boynton Beach, Florida 33435

Mr. Cuesta;

This is a formal quotation for City of Boynton Beach Utilities Department.

Synovia will provide The City of Boynton Beach a complete Enterprise Telematics Solution including: all hardware with 2% spares, all software, training, support, and project management.

Pricing is based on the piggy back of St. Lucie County Schools Contract award for RFP Proposal Number 15-08. Verizon data is based on the State of Florida Contract.

ASSETS, (Synovia LMU 2830)
Pricing is $13.78 per vehicle per month Synovia, and $0.20 per vehicle per month for Verizon Data. ($13.78 + $0.20 = $13.98)
70 Assets
70 X $13.78 = $ 964.60 Monthly Synovia.
70 X $00.20 = $ 14.00 Monthly Verizon.
70 X $13.98 = $ 978.60 Monthly Total.

Installation is not included in pricing above.

Installation training: While installing Synovia AIO units, Synovia technicians will train Boynton Beach technician on installing assets. During this training, Synovia technicians will install 10 assets. Cost $1,000.00.

9330 Priority Way West Drive ▪ Indianapolis, IN 46240 USA
Toll-Free: 1-877-SYNOVIA (1-877-796-6842)
Local: +1 (317) 208-1700 ▪ Fax: +1 (317) 208-2202

VEHICLES, (buses in the bid), (Synovia AIO unit)
Pricing is $37.28 per vehicle per month Synovia and $0.20 per vehicle per month Verizon data. ($21.87 + $10.83 + $4.58 for installation = $37.28)
71 Vehicles
71 X $37.28 = $2,646.88 Monthly Synovia.
71 X $00.20 = $ 14.20 Monthly Verizon
71 X $37.48 = $2,661.08 Monthly Total.

All units are covered by Synsurance and are warrantied for the life of the contract. Due to the nature of the device Synovia does all initial installations.

Or

VEHICLES, (buses in the bid), (Synovia AIO unit)
Pricing is $32.70 per vehicle per month Synovia and $0.20 per vehicle per month Verizon data. ($21.87 + $10.83 = $32.70)
71 Vehicles
71 X $32.70 = $2,321.70 Monthly Synovia.
71 X $00.20 = $ 14.20 Monthly Verizon
71 X $37.48 = $2,335.90 Monthly Total

Installation is $275.00 per vehicle by Synovia technicians. Synovia does this installation for all units since every unit is warrantied for the life of the contract. Synovia will train your technicians how to do equipment swaps or install future equipment at this time.

See asset and vehicle list below….

Assets =70

TYPE OF ASSET	DEVICE	DIVISION CODE	DIVISION	VEHICLE NUMBER	DESCRIPTION
	Asset Guard	2811	PUBLIC WATER OPERATIONS	2401	2401 FORKLIFT

	Asset Guard	2811	PUBLIC WATER OPERATIONS	2301	2301 SKID STEER
Mobile Generator	Asset Guard	2811	PUBLIC WATER OPERATIONS	8161	8161 KATO 125KW GENERATOR
Mobile Generator	Asset Guard	2811	PUBLIC WATER OPERATIONS	8162	8162 KATO 125KW GENERATOR
Mobile Generator	Asset Guard	2811	PUBLIC WATER OPERATIONS	8132	8132 GENERATOR TRAILER MOUN
Mobile Generator	Asset Guard	2811	PUBLIC WATER OPERATIONS	8111	8111 GENERATOR TRAILER MOUN
	Asset Guard	2811	PUBLIC WATER OPERATIONS	1105	12YD DUMP / TANDUM TRUCK
Mobile Generator	Asset Guard	2811	PUBLIC WATER OPERATIONS	8105	8105 GENERATOR TRAILER MOUNT
	Asset Guard	2811	PUBLIC WATER OPERATIONS	8065	8065 GENERATOR TRAILER MOUN
	Asset Guard	2811	PUBLIC WATER OPERATIONS	8066	8066 GENERATOR TRAILER MOUN
	Asset Guard	2816	PUMPING	2569	FREIGHTLINER ALTEC CRANE
	Asset Guard	2816	PUMPING	2553	FREIGHTLINER AQUATECH
	Asset Guard	2816	PUMPING	2303	8" WELLPOINT PUMP
	Asset Guard	2816	PUMPING	2304	F350 W/UTILITY BDY WALKIN
	Asset Guard	2816	PUMPING	8808	GENERATOR TRAILER MOUN
	Asset Guard	2816	PUMPING	8163	6" OPEN TRASH PUMP MOBILE
	Asset Guard	2816	PUMPING	8164	6" OPEN TRASH PUMP MOBILE
	Asset Guard	2816	PUMPING	8102	DRI-PRIME PUMP 8"

Mobile Generator	Asset Guard	2816	PUMPING	8119	GENERATOR TRAILER MOUN
Mobile Generator	Asset Guard	2816	PUMPING	8120	GENERATOR TRAILER MOUN
Mobile Generator	Asset Guard	2816	PUMPING	8106	GENERATOR TRAILER MOUN
Mobile Generator	Asset Guard	2816	PUMPING	8107	GENERATOR TRAILER MOUN
Mobile Generator	Asset Guard	2816	PUMPING	8188	GENERATOR TRAILER MOUN
Mobile Generator	Asset Guard	2816	PUMPING	8189	GENERATOR TRAILER MOUN
Mobile Generator	Asset Guard	2816	PUMPING	8183	GENERATOR TRAILER MOUN
Mobile Generator	Asset Guard	2816	PUMPING	8184	GENERATOR TRAILER MOUN
Mobile Generator	Asset Guard	2816	PUMPING	8185	GENERATOR TRAILER MOUN
	Asset Guard	2816	PUMPING	8130	GENERATOR TRAILER MOUN
	Asset Guard	2815	SEWAGE COLLECTION	8118	YALE FORK LIFT
	Asset Guard	2815	SEWAGE COLLECTION	2637	F-550 CRANE UTILITY BODY
	Asset Guard	2815	SEWAGE COLLECTION	8619	CATERPILLAR ASPHALT ROLL
	Asset Guard	2815	SEWAGE COLLECTION	8620	ARROWBOARD SOLAR
	Asset Guard	2815	SEWAGE COLLECTION	8622	TANDEM AXLE TILT TRAILER
	Asset Guard	2815	SEWAGE COLLECTION	8412	SEWER JET TRAILER
	Asset Guard	2815	SEWAGE COLLECTION	8203	TRACTOR LOADER BACKHOE
	Asset Guard	2815	SEWAGE COLLECTION	1781	STERLING AQUATECH
	Asset Guard	2815	SEWAGE COLLECTION	8701	CAM SPRAY TRAILER
Mobile Generator	Asset Guard	2815	SEWAGE COLLECTION	8145	KATOLIGHT 60KW PORT.GEN

Mobile Generator	Asset Guard	2815	SEWAGE COLLECTION	8146	KATOLIGHT 60KW PORT.GEN
Mobile Generator	Asset Guard	2815	SEWAGE COLLECTION	8147	KATOLIGHT 60KW PORT.GEN
Mobile Generator	Asset Guard	2815	SEWAGE COLLECTION	8148	KATOLIGHT 60KW PORT.GEN
Mobile Generator	Asset Guard	2815	SEWAGE COLLECTION	8149	KATOLIGHT 60KW PORT.GEN
Mobile Generator	Asset Guard	2815	SEWAGE COLLECTION	8127	GENERATOR TRAILER MOUNT
Mobile Generator	Asset Guard	2815	SEWAGE COLLECTION	8128	GENERATOR TRAILER MOUNT
	Asset Guard	2815	SEWAGE COLLECTION	8133	GODWIN 8" PUMP MOBILE
	Asset Guard	2815	SEWAGE COLLECTION	8141	DRI-PRIME PUMP 12"
	Asset Guard	2815	SEWAGE COLLECTION	8176	ENCLOSED TRAILER
	Asset Guard	2815	SEWAGE COLLECTION	8140	PUMP TRASH
	Asset Guard	2815	SEWAGE COLLECTION	8091	MISC UTILITY TRAILER
	Asset Guard	2815	SEWAGE COLLECTION	8092	MISC UTILITY TRAILER
	Asset Guard	2824	STORM WATER UTILITIES	8595	TRAILER MOUNTED PUMP
	Asset Guard	2824	STORM WATER UTILITIES	8596	TRAILER MOUNTED PUMP
	Asset Guard	2824	STORM WATER UTILITIES	8204	TRACTOR LOADER BACKHOE
Mobile Generator	Asset Guard	2824	STORM WATER UTILITIES	8610	KATO 125KW GENERATOR
	Asset Guard	2824	STORM WATER UTILITIES	8125	CATERPILLAR WHEELED EXCAV
	Asset	2824	STORM WATER	8123	DRI-PRIME

	Guard		UTILITIES		PUMP 6"
	Asset Guard	2824	STORM WATER UTILITIES	8124	DRI-PRIME PUMP 6"
	Asset Guard	2824	STORM WATER UTILITIES	8177	ENCLOSED TRAILER
Heavy Equipment	Asset Guard	2810	WATER DISTRIBUTION	8621	CATERPILLAR MINI EXCAVATO
	Asset Guard	2810	WATER DISTRIBUTION	8650	JOHN DEERE ARTICULATED LO
	Asset Guard	2810	WATER DISTRIBUTION	8653	ENCLOSED TRAILER
Heavy Equipment	Asset Guard	2810	WATER DISTRIBUTION	8302	TRACTOR LOADER BACKHOE
Heavy Equipment	Asset Guard	2810	WATER DISTRIBUTION	8160	PACE AMER. CARGO TRAILER
Vehicle	Asset Guard	2810	WATER DISTRIBUTION	1123	5 YARD DUMP, SERIES 4400
	Asset Guard	2810	WATER DISTRIBUTION	1124	18' STAKE BODY
	Asset Guard	2810	WATER DISTRIBUTION	8121	DRI-PRIME PUMP 4"
Heavy Equipment	Asset Guard	2810	WATER DISTRIBUTION	8122	ENCLOSED TRAILER
	Asset Guard	2810	WATER DISTRIBUTION	8109	TRAILER, TANDUM AXLE
	Asset Guard	2810	WATER DISTRIBUTION	8114	MISC UTILITY TRAILER
Heavy Equipment	Asset Guard	2810	WATER DISTRIBUTION	8053	TRACTOR BUCKET LOADER

Vehicles

DEVICE	DIVISION CODE	DIVISION	VEHICLE NUMBER	DESCRIPTION
Micronet AIO	2823	ENGINEERING	2538	FORD ESCAPE

Micronet AIO	2823	ENGINEERING	2100	SILVERADO 4X4
Micronet AIO	2823	ENGINEERING	2103	ESCAPE SUV 4X4
Micronet AIO	2823	ENGINEERING	2108	COLORADO
Micronet AIO	2823	ENGINEERING	2011	COLORADO 4X4
Micronet AIO	2823	ENGINEERING	2014	COLORADO
Micronet AIO	2823	ENGINEERING	2015	COLORADO
Micronet AIO	2823	ENGINEERING	2016	COLORADO
Micronet AIO	2823	ENGINEERING	2026	COLORADO
Micronet AIO	2814	METER READING & SERVICES	2109	COLORADO
Micronet AIO	2814	METER READING & SERVICES	2006	COLORADO
Micronet AIO	2814	METER READING & SERVICES	2007	COLORADO
Micronet AIO	2814	METER READING & SERVICES	2008	COLORADO
Micronet AIO	2814	METER READING & SERVICES	2025	COLORADO
Micronet AIO	2814	METER READING & SERVICES	2030	COLORADO
Micronet AIO	2814	METER READING & SERVICES	15	0015 COLORADO PICKUP
Micronet AIO	2814	METER READING & SERVICES	1142	2500HD PICK UP
Micronet AIO	2811	PUBLIC WATER OPERATIONS	2635	2635 F-350 SUPERDUTY
Micronet AIO	2811	PUBLIC WATER OPERATIONS	2107	2107 COLORADO
Micronet AIO	2811	PUBLIC WATER OPERATIONS	2002	2002 FOCUS
Micronet AIO	2811	PUBLIC WATER OPERATIONS	2003	2003 FOCUS
Micronet AIO	2811	PUBLIC WATER OPERATIONS	2019	2019 COLORADO
Micronet AIO	2811	PUBLIC WATER OPERATIONS	2029	2029 2500 UTILITY BODY
Micronet	2811	PUBLIC WATER	2031	2031 EXPRESS VAN

AIO		OPERATIONS		
Micronet AIO	2811	PUBLIC WATER OPERATIONS	2032	2032 SILVERADO 4X4 AUTOCRANE
Micronet AIO	2811	PUBLIC WATER OPERATIONS	2033	2033 COLORADO
Micronet AIO	2811	PUBLIC WATER OPERATIONS	2802	2802 2500HD PICKUP 4X4
Micronet AIO	2816	PUMPING	2210	FOCUS
Micronet AIO	2816	PUMPING	2104	SILVERADO 4X4
Micronet AIO	2816	PUMPING	2106	COLORADO
Micronet AIO	2816	PUMPING	2001	SILVERADO 4X4
Micronet AIO	2816	PUMPING	2005	COLORADO
Micronet AIO	2816	PUMPING	2017	COLORADO
Micronet AIO	2816	PUMPING	2028	SILVERADO AUTOCRANE
Micronet AIO	2816	PUMPING	2900	CANYON 2WD PICK UP
Micronet AIO	2816	PUMPING	2801	2500HD PICKUP 4X2
Micronet AIO	2816	PUMPING	1136	SUPER DUTY 4X4 UTIL.CRANE
Micronet AIO	2816	PUMPING	1139	F350 XL SUPER DUTY
Micronet AIO	2815	SEWAGE COLLECTION	2405	F-350 SUPERDUTY
Micronet AIO	2815	SEWAGE COLLECTION	2551	12YD DUMP BODY
Micronet AIO	2815	SEWAGE COLLECTION	2102	SILVERADO WORK BED
Micronet AIO	2815	SEWAGE COLLECTION	2018	COLORADO
Micronet AIO	2815	SEWAGE COLLECTION	2020	COLORADO
Micronet AIO	2815	SEWAGE COLLECTION	2021	COLORADO
Micronet AIO	2815	SEWAGE COLLECTION	1922	INTERNATIONAL VACTOR
Micronet	2815	SEWAGE	2910	TV SEWER VAN

AIO		COLLECTION		
Micronet AIO	2824	STORM WATER UTILITIES	2406	F-350 SUPERDUTY
Micronet AIO	2824	STORM WATER UTILITIES	2550	FREIGHTLINER VAC-COM
Micronet AIO	2824	STORM WATER UTILITIES	2105	ESCAPE SUV 4X4
Micronet AIO	2824	STORM WATER UTILITIES	2012	SILVERADO DUMP BODY
Micronet AIO	2824	STORM WATER UTILITIES	2013	COLORADO
Micronet AIO	2824	STORM WATER UTILITIES	2800	2500HD PICKUP 4X2
Micronet AIO	2824	STORM WATER UTILITIES	1137	XL SUPER DUTY UTIL. BODY PICK UP TRUCK
Micronet AIO	2821	UTILITY ADMINISTRATION	2211	FOCUS
Micronet AIO	2821	UTILITY ADMINISTRATION	2000	EXPRESS VAN, 260hp
Micronet AIO	2821	UTILITY ADMINISTRATION	17116	MALIBU LS SEDAN
Micronet AIO	2819	UTILITY LAB SERVICES	2527	F-150
Micronet AIO	2819	UTILITY LAB SERVICES	2009	COLORADO
Micronet AIO	2810	WATER DISTRIBUTION	2402	F-350 SUPERDUTY
Micronet AIO	2810	WATER DISTRIBUTION	2403	F-350 SUPERDUTY
Micronet AIO	2810	WATER DISTRIBUTION	2404	2404 F-350 SUPERDUTY
Micronet AIO	2810	WATER DISTRIBUTION	2501	F-150
Micronet AIO	2810	WATER DISTRIBUTION	2522	F-150
Micronet AIO	2810	WATER DISTRIBUTION	2302	F350 DUMP BODY
Micronet AIO	2810	WATER DISTRIBUTION	2101	SILVERADO DUMP BODY
Micronet AIO	2810	WATER DISTRIBUTION	2004	FOCUS
Micronet AIO	2810	WATER DISTRIBUTION	2023	COLORADO

Micronet AIO	**2810**	**WATER DISTRIBUTION**	**2024**	**COLORADO**
Micronet AIO	**2810**	**WATER DISTRIBUTION**	**791**	**F350 PICKUP**
Micronet AIO	**2810**	**WATER DISTRIBUTION**	**1783**	**FORD VALVE JET TRUCK**
Micronet AIO	**2816**	**PUMPING**	**2639**	**FORD TRANSIT VANWAGON**

PO must contain reference to master agreement, department and number of vehicles, term, and agreement to pay amount.

Thank you for your help. I can always be reached if questions arise at…

Peter *Nemeth*
South East Account Manager
Synovia *Solutions*
954 907 1493- Mobile
PNemeth@SynoviaSolutions.com
www.synovia.com

St. Lucie PUBLIC SCHOOLS

Each Child, Every Day

St. Lucie Public Schools
Purchasing Department
4204 Okeechobee Road
Fort Pierce, Florida 34947
Voice – (772) 429-3980 Fax – (772) 429-3999

SUPERINTENDENT
Genelle Zoratti Yost

November 13, 2014

Synovia Solutions, LLC
9330 Priority Way West Drive
Indianapolis, IN 46240

Subject:	**Notice of Award**
RFP Number:	**15-08**
Title:	**GPS System and Installation for District Vehicles (Buses and White Fleet)**
Contract Term:	**One (5) year term with the option to renew the contract for three (3) additional one year periods.**

Dear Mr. King,

This is to advise you that on October 28, 2014 the School Board of St. Lucie County, Florida accepted the recommendation to award your firm a contract for GPS System and Installation for District Vehicles (Buses and White Fleet). This acceptance is subject to compliance with contract terms and conditions and all pertinent laws of the State of Florida and instructions as determined by the General Counsel for the School Board.

Please provide certificate of insurance as required per contract terms and conditions.

Your insurance company is required to have the School Board of St. Lucie County, Florida, **named as an additional insured, no work shall commence until the certificate is received by the School Board Purchasing Department. Please be sure to advise your insurance carrier.**

Purchase orders will be issued to ensure the encumbrance of funds for payment of services of the awarded contract. Do not proceed with services until you have received a purchase order. Failure to do so may result in non-payment.

Thank you for your continued interest in working with St. Lucie Public Schools.

Sincerely,

Kimberly Albritton
Coordinator of Business Services

St. Lucie PUBLIC SCHOOLS

Each Child, Every Day

St. Lucie Public Schools
Purchasing Department
4204 Okeechobee Road
Fort Pierce, Florida 34947
Voice – (772) 429-3980 Fax – (772) 429-3999

SUPERINTENDENT

Genelle Zoratti Yost

September 8, 2014

To: Proposers

Re: Notice of Intent to Award
RFP 15-08, GPS System and Installation for District Vehicles (Buses and White Fleet)

The Evaluation Committee selected the vendor ranked first (listed below) for recommendation of award to provide GPS System and Installation services. This recommendation is based upon the Evaluation Committee's evaluation of firms that provided submittals in response to the School District's Request for Proposal. Contract awards by St. Lucie Public Schools are subject to successful negotiations and School Board approval.

#1 Ranked: Synovia Solutions
#2 Ranked: Zonar Systems, Inc.
#3 Ranked: Trapeze Software Group, Inc.
#4 Ranked: ActSoft, Inc.
#5 Ranked: Seon Systems Sales, Inc.
#6 Ranked: T-Mobile
#7 Ranked: AAT, Inc.
#8 Ranked: Quantum XXI
#9 Ranked: Royokoo Motors

Thank you all for your participation in the selection process and your interest in working with St. Lucie Public Schools.

Please feel free to contact me if you have any questions.

Sincerely,

Kimberly Albritton
Coordinator of Business Services

Failure to file a protest within the time prescribed in s. 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes. (Note: Florida Statutes 120.57(3) and School Board Policy 7.701 contain entire procedure for filing).

The School District of St. Lucie County

Purchasing Department
4204 Okeechobee Road
Ft. Pierce, FL 34947
Voice (772)429-3980 Fax (772)429-3999

St. Lucie PUBLIC SCHOOLS
Each Child, Every Day

Request for Proposal (RFP)

REQUIRED RESPONSE FORM

Failure to submit the signed Required Response Form with the proposal will be cause for non-acceptance of the proposal and the proposal shall be considered non-responsive

Page 1 of 35 pages	PROPOSALS WILL BE OPENED August 28, 2014 - 3:00 pm and may not be withdrawn within 90 days after such date and time.	PROPOSAL NO. 15-08
MAILING DATE: **July 29, 2014**	**GPS System and Installation for District Vehicles (Buses and White Fleet)**	

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER:

VENDOR NAME		
VENDOR MAILING ADDRESS		
CITY-STATE-ZIP		
AREA CODE	TELEPHONE NUMBER:	
	TOLL-FREE NUMBER:	
	FAX NUMBER:	
	INTERNET EMAIL ADDRESS:	

POSTING OF PROPOSAL TABULATIONS

Proposal tabulations with recommended awards will be posted for review by interested parties at the location where proposals were opened and will remain posted for a period of 72 hours (excluding weekends and holidays). Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Proceedings subject to Section 120.57(3)(c), Florida Statutes are subject to Florida Administrative Code 6C5-6.008(2)(f).

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same commodities/ services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer and that the proposer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a proposal, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign, or transfer to the School District of St. Lucie County all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the School District of St. Lucie County. At the School District's discretion, such assignment shall be made and become effective at the time the School District tenders final payment to the proposer.

Failure to submit the signed Required Response Form with the proposal will be cause for non-acceptance of the proposal and the proposal shall be considered non-responsive.

_____

AUTHORIZED SIGNATURE (MANUAL)

_____

AUTHORIZED SIGNATURE (TYPED) & TITLE

Public Domain

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Proposal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents inclusive of this Request for Proposal, and all appendices and the contents of any Addendum released hereto. REQUEST FOR PROPOSAL

This RFP, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of this proposal and by reference are made a part thereof.

PURPOSE: It is the purpose and intent of this RFP to secure bids for item(s) and/or services as listed herein for the School District of St. Lucie County, Florida, hereinafter referred to as the District.

SEALED BIDS: Sealed bids will be received in the Purchasing Department until the date and time as indicated above. Proposals will be opened publicly in the Purchasing Department and all bidders and general public are invited to attend. All proposals shall be submitted in sealed envelopes, mailed or delivered to the School District of St. Lucie County, Purchasing Department, 4204 Okeechobee Road, Ft. Pierce, FL 34947. Outside of envelope shall plainly identify proposal by: PROPOSAL NUMBER, TITLE and TIME and DATE OF PROPOSAL OPENING. It is the sole responsibility of the bidder to ensure their proposal reaches the Purchasing Department on or before the closing date and hour as shown above.

BOARD'S ACCEPTANCE: Unless otherwise specified herein, the bidder will allow a minimum of ninety (90) days from the last date for receiving of proposals for acceptance of its proposal by the Board.

AWARDS: In the best interest of the District, the School Board reserves the right to reject any and all proposals and to waive any irregularity or minor technicalities in proposals received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the proposal sheets must be noted . All awards made as a result of this proposal shall conform to applicable Florida Statutes.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

SEALED PROPOSALS: Five copies of this executed RFP page and Proposal Summary page(s) must be returned with the RFP in order for the proposal to be considered for award. All proposals are subject to all the conditions specified herein and any addenda issued thereto. Any failure on the part of the bidder to comply with the specifications, terms and conditions of this RFP shall be reason for termination of contract.

1. **EXECUTION OF RFP:** RFP must contain a manual signature of an authorized representative in the space provided above. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. All proposals must be completed in ink or typewritten. Corrections must be initialed by the person signing the proposal. Any corrections not initialed will not be tabulated. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals may not be considered. Clarification of proposals submitted shall be in letter form, signed by the bidders and attached to the proposal.

2. **NO BID:** If not submitting a bid, respond by returning the enclosed "Statement of No Bid" form and explain the reason. Note: A bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated proposal opening date and hour.

3. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in proposal specifications. In case of discrepancy in computing the amount of the proposal, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of proposal(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

   A. **TAXES:** The School District of St. Lucie County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 66-00-017186-53C and Federal Employer Tax No. 59-6000832 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192 of the Florida Statutes.

   B. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.

   C. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of Board approval or time stated in special conditions.

   D. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.12(6) in lieu of any offer received or award made as a result of this proposal, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this proposal if it is in its best interest to do so.

   E. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of the proposal). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

UNDERWRITERS' LABORATORIES: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.

4. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

5. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. it is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the proposal brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of proposal submitted.

   Bidder shall indicate on the proposal form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications.

6. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.

7. **SAMPLES, DEMONSTRATIONS AND TESTING:**

   A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her proposal. Each individual sample must be labeled with bidder's name, proposal number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the proposal. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of St. Lucie County.

   B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.

   C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.

8. **INSPECTION AND ACCEPTANCE:** The successful bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.

9. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the District may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.

10. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this proposal. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

11. **MANUFACTURER'S CERTIFICATION: The District reserves the right to request from bidders separate manufacturer certification of all statements made in the proposal.**

12. **PROPOSAL ABSTRACTS: Bidders desiring a copy of bid tabulation may request it by enclosing a self-addressed, stamped envelope with bid.**

13. **OCCUPATIONAL HEALTH AND SAFETY: Vendor, as a result of award of this proposal, delivering any toxic substances item as defined in Florida Statute L442.102(21) shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.**

    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, corrosively and reactivity;**

       (2) **The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and**

       (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.**

    Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

14. **OSHA: The bidder warrants that the product/services supplied to the School District of St. Lucie County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.**

15. **ANTI-DISCRIMINATION: The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color religion, sex or national origin.**

16. **ADVERTISING: In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School District.**

17. **CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their proposal the name of any officer, director or agent who is also an employee of the School Board of St. Lucie County. Further, all bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the bidder's firm or any of its branches.**

18. **DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the District shall be final and binding on both parties.**

19. **LEGAL REQUIREMENTS: 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 will in no way be a cause for relief from responsibility.**

20. **SIGNED PROPOSAL CONSIDERED AN OFFER: This signed proposal shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Board. In case of a default on the part of the bidder after such acceptance, the District may take such action as it deems appropriate including legal action for damages or specific performance.**

21. **LIABILITY, INSURANCE, LICENSES, AND PERMITS: Where bidders are required to enter or go onto School District property to deliver materials or perform work or services as a result of proposal award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licenses of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of their proposal; further bidder shall be liable for all activities of bidder occasioned by performance of this bid. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars ($10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.**

22. **SPECIFICATIONS: Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.**

23. **BID BONDS AND PERFORMANCE BONDS: Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.**

24. **PAYMENT: Payment will be made after the items/services awarded to a vendor have been received/completed, inspected and found to comply with award specifications, free of damage or defect and properly invoiced.**

25. **SPECIAL CONDITIONS: Any and all Special Conditions that may vary from these General Conditions.**

26. **JESSICA LUNSFORD ACT: The Vendor certifies it will comply with the requirements of the Jessica Lunsford Act (Section 1012.465, Florida Statutes) in regards to fingerprinting and level 2 background screenings of all employees and any subcontractors employees who will have access to any District school or property when students may be present, or will have direct contact with any student; or have access to or control of school funds. Vendor's failure to comply with this requirement will constitute a material breach of contract.**

27. **LEGAL COMPLIANCE: The Vendor guarantees that the services to be performed and the goods to be provided herein, shall comply with all applicable federal, state and local laws, ordinances, regulations, orders and decrees, including without limitation such of the following acts as may be applicable: Federal Consumer Product Safety Act, Federal Fair Labor Standards Act, Occupational Safety and Health Act, Federal Hazardous Substances Labeling Act, Federal Flammable Fabrics Act, Davis Bacon Act and any applicable environmental regulations.**

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1. INTRODUCTION

1.1. About St. Lucie County Public Schools

This is a Request for Proposal (RFP) for the Installation of GPS Tracking Systems on School Buses and White Fleet vehicles for The School District of St Lucie County, Florida. The proposed GPS tracking system shall be inclusive of all necessary communication/transmission and reception equipment, including any third party license fees and radio tower rental fees, if applicable; equipment; software; installation; training; and support.

The current fleet is 389 buses, with 315 assigned a daily route. There are also about 160 "white fleet" vehicles used as staff cars, maintenance vehicles, warehouse and delivery, etc. The current system in use on District school buses is a radio based solution.

1.2. Minimum Qualifications

The Contractor shall hold appropriate occupational licenses/and or other/license/certification required for the applicable service/work being performed The Contractor shall fully comply with Federal and State laws, County and Municipal ordinances and regulations in any manner affecting the performance of work. These licenses must be valid at the time of the proposal opening. A copy must be provided with proposal and updated annually. Contractor shall notify St. Lucie County School Board if any change occurs in regards to licenses.

2. INSTRUCTIONS TO PROPOSERS

2.1. Authorized SLPS Representative/Public Notices/SLPS Discretion

Proposer's response to this RFP and any inquires by Proposer during this RFP process must be submitted in writing to the individual and address stated below. SLPS will consider only those inquiries submitted in writing (preferably via email) to the individual below on or before the time specified in Section 2.2, "RFP Schedule" for the submittal of written inquires prior to the Proposal opening time and date. To the extent SLPS determines, in its sole discretion, to respond to inquiry, such response will be made in writing and posted to DemandStar at www.demandstar.com and the St Lucie County School District Purchasing website.

Kim Albritton, Coordinator of Business Services
St. Lucie Public Schools
Purchasing Department
4204 Okeechobee Road
Ft. Pierce, FL 34947
kimberly.albritton@stlucieschools.org
Ph: 772-429-3980/Fax: 772-429-3999

Solicitation responses, tabulation and award will be made public in accordance with Florida Statute 119.071 and Florida Statute 286.0113.

The Board reserves the right to waive any formalities in any proposal and to accept any proposal which it considers to be in the best public interest, and to reject any or all proposals. **The decision of the BOARD SHALL BE FINAL.**

2.2. Proposed RFP Schedule

Listed below are the dates and time by which stated actions must be taken or completed. If SLPS determines, in its sole discretion, that it is necessary to change any of these dates and times, SLPS may issue an addendum to the RFP. All listed times are eastern standard times.

Date/Time	Action
July 29, 2014	RFP release date
August 7, 2014, 3:00 PM	Cut-off for Requests for Clarification and Technical Questions
August 28, 2014, 3:00 PM	Proposals Due

2.3. Proposer Inquires

2.3.1. SLPS is not liable for interpretations/misinterpretations or other errors or omissions made by the Proposer in responding to this RFP. The Proposer shall examine this RFP to determine if SLPS's terms and conditions and requirements are clearly stated. If, after examination of the various terms and conditions and requirements of this RFP, the Proposer believes there are any terms and conditions or requirements which remain unclear or which restrict competition, the Proposer may request, in writing, that SLPS clarify the terms(s) and condition(s) and requirement(s) specified by the Proposer. The Proposer must provide the Section(s), Subsection(s), Paragraph(s), and page number(s) that identify the conditions or requirements questioned by the Proposer. Requests for clarification and technical questions to this RFP must be received by SLPS not later than the date shown in Section 2.2, entitled "Proposed RFP Schedule", for the submittal of written inquires. The Proposers' failure to request clarification and submit questions by the date described above shall be considered to constitute the Proposers' acceptance of all of SLPS's terms and conditions and requirements. SLPS shall issue an addendum reflecting the questions and answers to this RFP, if any, which shall be sent to all Proposers as specified in Section 2.1.

2.3.2. Any inquiries from the Proposer concerning this RFP shall be submitted in writing to the individual identified in Section 2.1. All inquiries must be sent by email (kimberly.albritton@stlucieschools.org) and will be answered in an addendum that will be issued no later than seven (7) days before the due date. Inquiries must be legible and concise and must clearly identify the Proposer who is submitting the inquiry.

2.3.3. **Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and State holidays, any employee or officer of the School Board of St. Lucie County concerning any aspect of this solicitation, except in writing to the authorized SLPS representative identified in section 2.1. Violation of this provision may be grounds for rejecting a response.**

2.4. Pre-Proposal Meeting

None

2.5. Proposal Due Date

Proposer's response to this RFP shall be prepared in accordance with Section 3.0, Proposal Response Format. Proposals must be received by SLPS's authorized representative in SLPS's Purchasing Department located at 4204 Okeechobee Road, Ft. Pierce, FL 34947, **no later than 3:00 p.m. on August 28, 2014**,

according to the time stamp located in SLPS's Purchasing Department. Proposals or amendments to proposals that arrive after 3:00 p.m. on **AUGUST 28, 2014** will not be accepted or considered for any reason whatsoever. Telephone, including facsimile and electronic mail proposals shall not be accepted at any time. **At 3:00 p.m. on AUGUST 28, 2014, all timely proposals will be opened for the sole purpose of recording the names only of the Proposers submitting written proposals.**

If the Proposer elects to mail in its proposal package, the Proposer must allow sufficient time to ensure SLPS's proper receipt of the proposal package by the time specified above. Regardless of the delivery method, it is the responsibility of the Proposer to ensure that the proposal package arrives at SLPS's Purchasing Department by the proposal opening date and time specified above.

Sealed proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for proposal submission time and date shown above.

The Proposer must submit one (1) original and five (5) copies. Only one copy needs to contain original signatures of the Proposer's authorized representatives on the document titled Request for Proposal – Require Response Form. **The submittal containing original signature must be clearly marked "Original".** The proposal must be submitted in a sealed envelope or box, marked **RFP # 15-08: GPS System and Installation for District Vehicles.**

2.6. Proposal Opening Date

Proposals will be opened in the Business Services conference room (#415) located at 4204 Okeechobee Road, Ft. Pierce, FL 34947, on the date and at the time shown in Section 2.2, "Proposed RFP Schedule**". All timely proposals will be opened for the sole purpose of recording the names only of the Proposers submitting written proposals.**

2.7. Evaluation Criteria

The Proposals received in response to this RFP will be evaluated and ranked, in accordance with the process and evaluation criteria contained below, by the Proposal Evaluation Committee. **Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not on the basis of what is inferred**. After thoroughly reading and reviewing this RFP, each Evaluation committee member shall conduct his or her independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table. Point assignments for each evaluation criterion will be at the discretion of each Evaluation Committee member. Point assignments of Committee members for the evaluation criteria will be added together for a gross total. This total for each Proposer will determine the order of the Proposer's ranking.

EVALUATION CRITERIA	MAXIMUM ALLOWABLE POINTS
A) Approach/Methodology	35
B) Experience and Qualifications	25
C) Cost	40
TOTAL POINTS	**100**

EVALUATION FACTOR 1: APPROACH/METHODOLOGY (35 points)

Briefly state the understanding and proposed solution of the proposer regarding the work to be done, outlined in the scope of services. Include the time frame (schedule) to install the system from award through system

"go-live" date. The Committee will review the Proposer/Contractor's proposed solution, add-on options, ability to provide, schedule and manage personnel, provide equipment/supplies, support and services as required by the District, particularly as demonstrated in other similar project environments, particularly in school districts. The Proposers should also include implementation plans, training information and systems support information.

EVALUATION FACTOR 2: EXPERIENCE AND QUALIFICATIONS (20 points)

The Contractor's ability to meet all of the requirements regarding licensing, insurance will be considered by the Committee. This review will include the Contractor's ability to retain contracts, perform satisfactorily within each contract, to meet all of the overall demands set forth by this RFP. Additionally, the Contractor's ability to remain current on all industry standards and improving trends and discipline will be considered in this portion of the evaluation. Contractor's performance based on references may be reviewed and evaluated, particularly in areas of expertise, responsiveness, ability to provide service, Proposer's resources available to the School District for this contract, such as personnel, equipment, supplies, services, and other related resource factors to the proposer's professional expertise. This section will include evaluation of the proposer's working credentials of its company, technical and professional personnel will include preferably the vendor maintaining a service center within St. Lucie County city limits. This review may also include, but not be limited to, the Proposer's financial stability, as evidenced in the ability to provide ongoing adequate personnel, supplies, materials and services to complete projects and meet requirements within allotted time schedules. References will be evaluated under this category.

a. State whether the proposer is local, regional or national.
b. Give the location of the office from which the work is to be done.
c. Describe the range of services offered.
d. Describe the experience of the proposer in relation to GPS Systems implementation, installation and support. Describe similar projects/solutions the Proposer has completed.
e References from at least three (3) other agencies, preferably school districts for which similar services are currently being performed or services which have been performed in the past three (3) years. Provide this information on Attachment C.
f. Identify the specific individuals who would serve the District on a day-to-day basis as the primary points of contact and be responsible for the service of the proposer. The individuals identified shall be available within 24 hours' notice by telephone to accomplish the following:

    1 Attend meetings.
    2. Respond to telephone calls.
    3. Respond to specific inquiries.

g. List any experience you have working with GPS systems (specifically with School Bus Fleets), Skyward Software, Trapeze and any other relevant experience that would pertain to this solicitation.

EVALUATION FACTOR 3: COST (40 points)

The Contractor's ability to provide realistic, competitive and economical pricing and corresponding increases for each renewal option year will be reviewed, compared, and evaluated by the Selection Committee. Proposers submitting the lowest prices will receive the highest scores for this evaluation factor.

The solution should be priced in two ways, a price for upfront purchase of equipment and then a monthly

or yearly cost for software and other expenses for a 5 year term, as well as a monthly or yearly cost for a lease purchase agreement for a 5 year term for all items. Data pricing should be listed separate from other monthly rates. The required solution should be priced and then an add-on price per option included as described in the scope of services. For add-on options, please state if the option is available as a stand-alone product and the cost as a standalone if different (you may list the item twice if the cost varies based on standalone or package price). Installation of new units and removal of old units should be included as part of the pricing. Removal is not needed for white fleet vehicles. Proposal should state warranty period for units and how warranty is administered, including if there is an allowance for spare units.

The failure of any firm to provide detailed information regarding proposal elements described in Section 2.7 may result in the reduction of points in the evaluation process.

2.8. Selection Process

The Evaluation Committee will evaluate the Proposals received in response to this RFP based on the Evaluation Criteria in Section 2.7.

2.9. Posting of Recommended Selection

The recommended selection, if any, will be posted for review by interested parties in the St. Lucie Public Schools Purchasing Department and with Demandstar at www.demandstar.com

If the Proposer desires to protest the recommended selection(s), if any, the Proposer must file with the Office of Purchasing:

1. Written notice of intent to protest within seventy-two (72) hours (three (3) business days) of the posting of the recommended selection. SLPS shall not extend or waive this time requirement for any reason whatsoever.

2. A formal written protest by petition within ten (10) calendar days of the date of the notice of protest was filed.

3. Failure to file in writing a notice of intent to protest or a formal protest by petition within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

   (Note: Florida Statutes 120.57(3) and School Board Policy 7.701 contain entire procedure for filing).

2.10. Proposal Validity Period

Any submitted proposal, shall in its entirety, remain a valid proposal for one year after the proposal submission date.

2.11. Disposition of Proposals

All proposals become the property of SLPS, and SLPS shall have the right to use all ideas, and/or adaptations of those ideas, contained in any proposal received in response to this RFP. Any parts of the proposal or any other material(s) submitted to SLPS with the proposal that are copyrighted or expressly marked as “confidential”, “proprietary”, or “trade secret”, will be exempted from the “open records disclosure requirements” of Chapter 119, Florida Statutes, but only to the extent expressly authorized by

Florida law. If Proposer wishes to mark items as confidential or exempt, the Proposer must also reference the specific law that allows the exemption. SLPS's selection or rejection of a proposal will not affect this exemption.

2.12. Economy of Presentation

SLPS is not liable for any costs incurred by a Proposer in responding to this RFP including, without limitation costs for oral presentations requested by SLPS, if any.

2.13. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any SLPS employee. Only those communications that are in writing from the authorized SLPS representative identified in section 2.1 of this RFP shall be considered as duly authorized expression on behalf of SLPS.

3. REQUIRED PROPOSAL FORMAT

The Proposer shall not alter the RFP in any way. The contract, if any, resulting from the RFP shall attach the entire RFP and incorporate the RFP by reference.

To facilitate analysis of its proposal, it is highly recommended that the Proposer prepare its proposal in accordance with the instructions outlined in this section.

SLPS emphasizes that the Proposer concentrate on accuracy, completeness, and clarity of content. The Proposer must use sections and tabs which are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. Additional tabs may be appended which contain any other pertinent matters which the proposer wishes SLPS to take into consideration in reviewing the proposal. Proposer's sealed response to this RFP must be sent or hand-delivered to SLPS's authorized representative at the address listed in Section 2.1 above.

Proposals should be submitted in two parts: a technical proposal and a business proposal. The technical proposal addresses the requirements of the RFP. The business proposal identifies the costs.

The Technical proposal should be labeled envelope or box "A" and the Business proposal should be labeled envelope or box "B". All proposals submitted must be sealed.

Proposal Sections (use sections and tabs which are clearly identified).

Technical Proposal – Envelope or Box "A"

1. Require Response Form
2. Executive Summary as described in Executive Summary Requirements (3.1)
3. Approach/Methodology
4. Experience and Qualifications
5. Attachments. Must be clearly labeled with the pertinent section/question number.
6. Written opinion of an attorney licensed to practice law pursuant to Section 287.084(1)(a).

Business Proposal – Envelope or Box "B"

Attachment A - Cost of Services

1. Cost Proposal

3.1. Executive Summary Requirements

Each conforming response will contain an executive summary of not more than two pages in length. The purpose of the executive summary is to explain the features and benefits of the prospective vendor's offer(s). The Executive Summary should briefly introduce the potential vendor to the Evaluation Committee; describe the vendor's approach to solutions sought by the RFP; describe the major features and benefits of the prospective vendor's approach; offer insight into risks that may arise from this RFP or the vendor's response; provide a generalized pricing summary (detailed pricing will be required in the pricing section of the response); an explanation of how pricing for the proposal was arrived at; any pricing constraints applied to the RFP.

3.2. Incorporated References

Please write out all responses in full. Do not "incorporate" brochure or product literature references, direct the reader to Web pages, or refer to other third-party documentation in this response. Clearly label all supporting material.

The Evaluation Committee is not responsible for gathering information from multiple sources to form and assess a complete response. Responses will be evaluated exactly as written, except in the narrow circumstances noted in this RFP.

4. AWARD

All proposals will be evaluated in accordance with the evaluation criteria specified in this document. Based on the proposals received, the Board may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) Award to the best initial proposal without any further discussion or negotiation; (2) Negotiate with the highest ranked firm or firms (the Board reserves the right to make multiple awards), or; (3) require the top ranked firms to make oral presentations. Proposers are advised to provide a competitive offer with the initial proposal since the District reserves the right to award a contract based on initial proposals without further discussion or negotiation.

The proposal(s) most advantageous to the Board, at its sole discretion, will be selected. The Board reserves the right to negotiate out unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal. In the event that a mutually acceptable contract between the Board and the selected Proposer cannot be successfully negotiated and executed, the Board reserves the right to discontinue negotiations with such Proposer and to negotiate and execute a contract with the next highest ranked Proposer.

Award will not be based solely on economics, but rather an evaluation of all aspects of the proposal.

The Board reserves the right to make multiple awards.

5. CONTRACT PERIOD

The initial contract period will be a one (5) year term with the option to renew the contract for three (3) additional one-year periods, at the same terms and conditions of the initial contract period. The contract may be renewed, by mutual written agreement between the parties.

6. PAYMENT TERMS

The District's payment terms are pursuant to Chapter 218, Florida Statutes; Florida Prompt Payment Act. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.

TERMS AND CONDITIONS

7. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

The successful proposer(s) shall, in addition to any other obligation to indemnify the St. Lucie County School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the vendor, 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 or regulation by vendor in the performance of the work; or
C. liens, claims or actions made by the vendor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the vendor of 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 the St. Lucie County School District to enforce this agreement shall be borne by the vendor.

Awardees(s) recognize the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this contract.

8. ACCESS AND AUDITS

The vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract. The School District shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the contract. This information shall be made accessible to the School District upon request. It shall be the vendor's responsibility to ensure that all required records are provided to the School District at the vendor's expense.

9. ENTIRETY OF CONTRACTUAL AGREEMENT

The School District and the vendor agree that this RFP sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this document may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. A purchase order will be released, after award, for any work to be performed as a result of this RFP. The RFP, negotiated term, and the corresponding purchase order will constitute the complete agreement between awarded vendors and the District.

10. SCHOOL DISTRICT OF ST. LUCIE COUNTY, FLORIDA RIGHTS

The School Board reserves the right to:

A. Reject any and all offers received as a result of this proposal.

B. Disqualify a bidder from receiving the award if such proposer, or anyone in the proposer's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.

C. Seek clarification of information submitted and to waive minor irregularities in any proposal.

D. Accept and utilize any and all ideas submitted in any proposal.

E. Negotiate further with any bidder responding to this proposal if it will serve the best interest of the School District.

F. Select and award the contract to the responsive bidder providing the best value to the School District.

G. If the School District determines additional features, service, modifications, or deletions are needed and it is in the District's best interest, the District may enter into negotiations with the vendor to amend the contract.

H. Select and award services to more than one vendor if it will serve in the best interest of the School District

11. <u>CANCELLATION OF AWARD/TERMINATION</u>

A. The District reserves the right to terminate the agreement between the parties, at any time and for any reason, upon giving 30 days prior written notice to the vendor. The District will only be required to pay to the service provider(s) that amount of the contract actually performed to the date of termination.

B. The School District reserves the right to immediately terminate the contract by providing written notice to the vendor if the School District determines any of the following have occurred:

I. The vendor knowingly furnished any statement, representation, warranty or certification in connection with the solicitation or the contract, which representation is materially false, deceptive, incorrect, or incomplete.

II. The vendor fails to perform to the School District's satisfaction any material requirement of the contract or defaults in performance of the contract.

III. The performance of the contract is substantially endangered by the action or inaction of the vendor, or such occurrence can be reasonably anticipated.

IV. The vendor violates any federal, state or local laws.

V. The State enacts a law, which removes or restricts the authority of the School District to conduct all or part of its function.

Such termination is to be effective as of the date specified in the notice to vendor. Upon receipt of such notice, vendor shall: (i) discontinue all work in accordance with the School District's instructions, (ii) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of the terminated work. Upon termination, vendor shall deliver to School District those goods for which School District has made payment, including all Goods in manufacture, but not yet completed and all Work Products, whether or not in final form, created by vendor or its subcontractor prior to termination.

Cancellation of contract by the successful Proposer may result in removal from Bidders'/Proposers' list for a

period of three years.

12. DEFAULT

In the event that the successful bidder should breach this contract the District reserves the right to seek remedies in law and/or in equity.

13. MINOR PROPOSAL EXCEPTIONS

This School District reserves the right to waive minor deviations or exceptions in proposal's providing such action is in the best interest of the School District of St. Lucie County. Minor deviations/exceptions are defined as those that have no adverse effect upon the School District's interest and would not affect the outcome of the award by giving a respondent an advantage or benefit not enjoyed by other respondents.

14. NON – EXCLUSIVE RIGHTS

The right to provide the commodities and services, which will be granted under the contract, shall not be exclusive. The School District reserves the right to contract for and purchase commodities and services from as many firms as it deems necessary without infringing upon or terminating the contract.

15. LEGAL REQUIREMENTS

It shall be the responsibility of the vendor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply and applicable to the performance of the Work, including but not limited to all laws, rules, regulations and ordinances pertaining to occupational health and safety. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

Vendors doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices; rates of pay or other compensation methods; and training selection.

16. CONFLICT OF INTEREST

All Proposers must disclose the name of any officer, director, or agent who is also an employee of the District. All Proposers must disclose the name of any District employee who owns, directly or indirectly, any interest in the Proposers' business or any of its branches.

17. PUBLIC RECORDS LAW

All proposal documents or other materials submitted by the proposer in response to this RFP will be open for inspection by any person and in accord with Chapter 119, Florida Statutes.

The Contractor will comply with Section 119.0701, F.S. This means that during the contract term, the Contractor will: 1) keep and maintain all public records, as defined by law; 2) provide access to the public records on the same terms and conditions that the District would provide access to the public records at a cost not to exceed the cost authorized by law; and 3) ensure that exempt or confidential information contained in the public records is not disclosed except as authorized by law.

At the conclusion of the contract, the Contractor will transfer to the District, at no cost to the District, all public

records in the Contractor's possession and destroy all duplicate public records held by the Contractor that are exempt or confidential. All records stored electronically will be provided to the District in an electronic format acceptable to the District.

18. PERMITS AND LICENSES

The Proposer(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.

19. INTELLECTUAL PROPERTY RIGHTS

The proposer(s) will indemnify and hold harmless, the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work. This article will survive the termination of any contract with the School District.

20. SUB-CONTRACTS

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District. The proposer(s) will be fully responsible to the District for the acts and omissions of the Sub-Proposer(s) and their employees. After award of contract, any changes in subcontractors or sub-proposers shall require prior School District written approval. If Proposer intends to utilize subcontractors, include with the response a detailed list of firms (include Firm Name, Licenses, and intended scope of work).

21. INDULGENCE

Indulgence by the District on any non-compliance by the proposer does not constitute a waiver of any rights under this proposal.

22. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133, F.S., as amended, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/RFP on a contract to provide any goods or services to a public entity, may not submit a bid/RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/RFPs on leases of real property to a public entity, may not be awarded or perform work as a vendor, 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.

The Proposer(s) certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

23. ASSIGNMENT OF CONTRACT AND/OR PAYMENT

Neither the contract resulting from this RFP, if any, nor any duties or obligations under such contract shall be assignable by the Proposer without the prior written consent of SLPS. Any contract resulting from this RFP

may be amended only in writing signed by the Proposer and SLPS with the same degree of formality evidenced in the contract resulting from this RFP.

24. RIGHTS AND PRIVILEGES

All rights and privileges accorded to the state as buyer by chapter 672, Florida Statutes, shall apply to any transactions(s) resulting from this proposal. Any attempt by respondent to limit such rights shall have no force and effect.

Warranties submitted with your proposal, either appearing separately or included in reprinted literature and price lists, shall not be acceptable and provisions herein take precedence.

25. CONTRACT VARIANCES AND EXCEPTIONS

Vendor shall provide any variances, exceptions, or variations to requirements, specifications, products, and/or services outlined in this proposal. Use additional sheets if needed.

26. DISCLAIMER

This Request for Proposal (RFP) is not an offer of purchase. It is a request for product/service information and costs to assist the School District of the School District of St. Lucie County to make an acquisition decision and enter into a contract with the successful proposing firm for the services outlined in the Scope of Work and the Proposal. Neither the schools, the Purchasing Department, nor any other department or person are authorized to make a commitment until this solicitation process has been completed and a written purchase order is provided to the successful proposing firm.

27. ANNUAL APPROPRIATION

Notwithstanding anything in the Agreement to the contrary, the Agreement shall be subject to annual review by the School Board and the School Board may elect to not renew the Agreement. The School Board's performance and obligation to pay under this agreement will be subject to and contingent upon the availability of funds appropriated by the School Board of St. Lucie County or otherwise lawfully expendable for the purposes of such agreement for the current and future periods. The School Board shall give notice to the contracting party of the non-availability of such funds when the School Board has knowledge thereof. Upon receipt of such notice by the Contracting Party, the Contracting Party shall be entitled to payment only for those services performed prior to the date notice is received.

28. JOINT PROPOSAL

In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

29. STATE LICENSING REQUIREMENTS

All corporations seeking to do business with the State of Florida shall, at the time of submitting a proposal in response to this RFP, either be on file or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application must be furnished to SLPS when submitting the proposal. The successful Proposer, if any, shall be on file with the Florida Department of State at the time of execution of a contract resulting from this RFP, if any. Similarly partnerships seeking to do business with the State shall, at the time of submitting such a proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. A statement shall be required indicating that the Proposer is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607 or 620, Florida Statutes, providing their corporate charter numbers. For additional information, the Proposer shall contact the Florida Secretary of State's Office at (850) 245-6500.

30. PROCUREMENT RULES

The Proposer is solely responsible for the accuracy and completeness of its proposal. Errors or omissions may be grounds for SLPS's rejection of the proposal.

31. FORCE MAJEURE

Under the resulting contract, if any, neither Purchaser nor vendor shall be responsible or liable for, or deemed in breach because of, any delay in the performance of their respective obligations due solely to circumstances beyond the reasonable control and without the fault or negligence of the party experiencing such delay, including, but not limited to, acts of God; unusually severe weather conditions; strikes or other labor difficulties; riots; requirements, actions or failures to act on the part of governmental authorities; inability despite due diligence to obtain required permits or licenses; accident; fire; damage to or breakdown of necessary facilities; or transportation delays or accidents (such causes hereinafter called "Force Majeure") provided, however, the party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome any Force Majeure impediment to its performance, but settlement of its labor difficulties shall be entirely within its discretion; and provided further that the party experiencing the Force Majeure shall promptly give oral notification to the other party. Such oral notification shall be confirmed in writing within five (5) days after such party has learned of the Force Majeure and every thirty (30) days thereafter, and such written notification shall give a full and complete explanation of the Force Majeure delay and its cause, the status of the Force Majeure, and the actions such party is taking and proposes to take to overcome the Force Majeure. The party experiencing the delay shall undertake reasonable measures to make up for the time lost through delay without additional Compensation.

If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay, subject, however, to Purchaser's right to terminate the contract in whole or in part.

32. AMENDMENT OF CONTRACT

Any contract resulting from this RFP may be amended only in writing signed by the awarded vendor(s) and Coordinator of Business Services.

33. GOVERNING LAW AND JURISDICTION

Any contract resulting from this RFP shall be governed by the laws of Florida, without giving effect to the choice of laws principles thereof, and is deemed to have been executed, entered into and performed within

Florida. The parties hereby irrevocably submit to jurisdiction in Florida, and venue shall lie in the St. Lucie County Courts. The parties hereby waive any objection to such jurisdiction and venue.

34. SEVERABILITY

In the event any provision, or any part or portion of any provision of a resulting contract from this RFP shall become or be declared unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced only as much as is required to remove the unenforceability. The balance of the contract shall remain of full force and effect.

35. NON-WAIVER OF RIGHTS

The failure of Purchaser to demand strict performance of the terms of, or to exercise any right conferred in, the resulting contract shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such term or right in the future, or consent to any continuing or subsequent failure or breach.

36. ETHICAL BUSINESS PRACTICES

It shall be unethical for any person to offer, give, or agree to give any Board employee, or for any Board employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefore.

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of any other party under a contract to the awarded firm or any person associated therewith, as an inducement for the award of a subcontract or order.

37. SECTION 287.084(1)(A), FLORIDA STATUTES

In accordance with Section 287.084(1)(a), Florida Statutes, if the low bid is submitted by vendor whose principal place of business is out of state or political subdivision thereof which grants a preference to a person whose principal place of business is in such state, then a preference to the lowest responsible and responsive vendor having a principal place of business within Florida shall be granted, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. If the low bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, then the preference to the lowest responsible and responsive vendor having a principle place of business in Florida shall be five (5) percent.

Out-of-state vendors must submit a written opinion of an attorney licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal place of business are in that state in the letting of any or all public contracts

38. ADDITIONAL TERMS AND CONDITIONS

38.1. Firm Bids

Purchasing may make an award within (90) days after the date of the bid opening, during which period

bids shall remain firm and shall not be withdrawn. If award is not made within (90) days, a bid shall remain firm until either Purchasing awards the contract or Purchasing receives from the bidder written notice that the bid is withdrawn. Any bid that expresses a shorter duration may, at Purchasing's sole discretion be accepted or rejected.

38.2. Negotiations

To assure full understanding and responsiveness to the solicitation requirements, discussions may be conducted with qualified offerors. The offerors shall be accorded fair and equal treatment prior to the submittal date specified in the request for proposal with respect to any opportunity for discussion and revision of proposals. After the submittal date, the School District reserves the right to select the top ranked proposals and conduct discussions with those offerors. Such discussions may result in changes to the RFP and the offerors' proposal as deemed to be in the best interests of the School District.

38.3. Product Demonstration

As part of the evaluation process, the Evaluation Committee reserves the right to ask for a demonstration of products and systems contained within a potential vendor's proposal to assess the proposed technology.

38.4. Correction of Work

The contractor shall promptly correct all work that fails to pass inspection or is rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work, including compensation for the owner's additional services made necessary thereby. All work shall be performed to a high standard. In the event that a contractor fails to complete and/or pass inspection, the vendor will be advised of such. Habitual reprimands and failing to complete the work in a timely manner or as specified will result in that vendor forfeiting their award and elevating another vendor to fill the vacancy created.

38.5. Product Version

Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the District specifically requests in writing an earlier model or version and the Contractor is willing to provide such model or version.

38.6. New/Upgrade Products

If new or upgrade products are made available by the product manufacturer, the bidder of such items shall submit that upgraded item along with a notation stating that it is the new upgraded product of a discontinued item. A reasonable price must be submitted for each items requested.

38.7. Objections And Concerns Regarding Provisions In The Terms and Conditions

The prospective Vendor must raise detailed concerns and objections, if any, to all objectionable provisions of the Terms and Conditions in its offer. The Evaluation Committee will consider these objections during the evaluation process. The Evaluation Committee may decline offers that pose significant objections to the terms of the Terms and Conditions.

38.8. Family Educational Rights and Privacy Act (FERPA)

Any proposer and/or awarded recipient must acknowledge and agree to comply with Family Educational Rights and Privacy Act (FERPA) and all State and Federal laws relating to the confidentiality of student records.

[REMAINDER OF PAGE INTENTIALLY LEFT BLANK]

SCOPE OF SERVICES

The School District of St Lucie County, Florida is issuing an RFP to update its current GPS system for its school buses and white fleet vehicles. The current bus fleet is 389 buses, with 315 assigned a daily route. There are also approximately 160 white fleet vehicles that are used as staff cars, maintenance vehicles, warehouse and delivery, etc. The current system in use on District school buses is a radio based solution purchased in 2006 from Everyday Wireless, now Synovia Solutions. We are currently using Trapeze AVL software to extract data from those units as well as other Trapeze software for routing and fleet processes. Our student and business software provider is Skyward. We process payroll though True Time, a component of Skyward. Rather than list specific criteria, in order to promote a wide variety of responses and not be too limiting in our requirements, we are going to list some basic requirements that should be included in any proposal and then a list of optional services we may be interested in. Feel free to include options that we may not have thought of that would enhance the system. The solution should be priced in two ways, a price for upfront purchase of equipment and then a monthly or yearly cost for software and other expenses for a 5 year term, as well as a monthly or yearly cost for a lease purchase agreement for a 5 year term for all items. Data pricing should be listed separate from other monthly rates. The required solution should be priced and then an add-on price per option included as described above. For add-on options, please state if the option is available as a stand-alone product and the cost as a standalone if different. Installation of new units and removal of old units should be included as part of the pricing. White fleet vehicles will not require removal of existing systems. Proposal should state warranty period for units and how warranty is administered, including if there is an allowance for spare units.

Required Hardware and Services

1. GPS transceiver for school buses, cellular based, preferably with a choice of providers, capable of "breadcrumb" tracking of vehicles' location, speed, direction, engine idling, etc. Should also have the capability to monitor events including but not limited to, activation of yellow and red pupil lights, passenger door opening, emergency door opening, etc. Will also be able to access and report on vehicle diagnostics transmitted from the JBus port.
2. GPS transceiver for "white fleet" vehicles, cellular based, preferably with a choice of providers, capable of "breadcrumb" tracking of vehicles' location, speed, direction, engine idling, etc. Will also be able to access and report on vehicle diagnostics transmitted from the OBD port.
3. Software appropriate to support the functions of the above hardware, including robust reporting of information and the ability to set email, text, or other alerts to the appropriate person on user selected events that are monitored. Will preferably be web based and hosted. Please include details on the hosting environment and contingency plans for data storage and backup.

Optional Solutions (In no particular order)

1. Solution to send route info from Trapeze or other routing software to a terminal on the bus for sub drivers with an option for voiced turn by turn directions.
2. Solution for time data to interface with True Time component in Skyward.
3. Solution to do paperless pre/post trip inspections.
4. Solution for routing software that interfaces with AVL software
5. Solution for incident management software (phone calls, complaints, accidents, etc.)
6. Solution for two-way messaging to drivers
7. Any other solution that complements the AVL system

ATTACHMENT A - DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/Bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State 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, 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 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 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.

COMPANYNAME_____

AUTHORIZED SIGNATURE_____DATE _____

ATTACHMENT B - JESSICA LUNSFORD ACT COMPLIANCE AGREEMENT

Effective immediately, any vendor or contractor conducting business with a Florida School District must submit to a Level 2 fingerprint screening. This includes any vendor or contractor that may:

Be at school when students are present;
Have direct contact with students; or
Have access to or control of school funds

Pursuant to Florida Statue 1012.32 background and criminal history checks must be completed and results must be cleared prior to your start date. If you have any questions please contact the Human Resources Department at 772-429.7500 or Fingerprints@stlucieschools.org. Results will be received and reported to the Human Resources Department.

The cost for the national Background check (FDLE and FBI check) is $76.50 and must be paid prior to being printed. To schedule a fingerprinting appointment:

1. Visit www.fieldprintflorida.com
2. Click on the "Schedule an Appointment" button.
3. Enter an email address under "New Users/Sign Up" and click the "Sign Up" button. Follow the instructions for creating a Password and Security Question and then click "Sign Up and Continue".
4. Select "I know my Fieldprint Code" and one of the following codes:

FPStLucieBadge (badge only)
FPStLucieVendorBPrints (prints and badge)

5. Enter the contact and demographic information required by the FBI and schedule a fingerprint appointment at the location of your choosing.
6. At the end of the process, print the Confirmation Page. Take the Confirmation Page with you to your fingerprint appointment, along with two forms of identification.
7. If you have any questions or problems, you may contact our customer service team at 877-614-4364 or customerservice@fieldprint.com.

ALL contractors will be required to purchase a Contractor ID badge through FieldPrint at the cost of $10.00.

You must submit a copy of a photo ID to Human Resources **at 4204 Okeechobee Road, Ft. Pierce FL 34947 Attn: Lynn Louderback or email to fingerprinting@stlucieschools.org** ***prior to receiving the Contractor ID badge.***

In addition, please provide written verification to the St Lucie County School District that you have cleared all employees with the sexual offender/predator databases at http://www.floridasexoffender.net and http://www.nsopr.gov. Verification should be mailed to St. Lucie County School District, 4204 Okeechobee Road, Fort Pierce, Florida 34947 Attn. Lynn Louderback, Fingerprint Specialist, Human Resources.

As you add new employees, please contact the Human Resources office to make appointments for fingerprinting.

The Vendor certifies it will comply with the requirements of the Jessica Lunsford Act (Section 1012.465, Florida Statutes) in regards to fingerprinting and level 2 background screenings of all employees and any subcontractors employees who will have access to any District school or property when students may be present, or will have direct contact with any student; or have access to or control of school funds. Vendor's failure to comply with this requirement will constitute a material breach of contract. **Vendor is responsible for all costs incurred to comply with this requirement**.

_____
Vendor/Company Name

_____ _____Date_____
Printed – Authorized Representative's Name Signature of Authorized Representative

ATTACHMENT C - REFERENCES

Please submit a list of at least six (6) references, preferably School Districts in which you are currently providing similar services or have provided similar services within the past (3) three years.

CURRENT CUSTOMER REFERNCES

1. Client Name_____

Address_____

City_____ State____ Zip Code_____

Telephone_____ Fax_____

Client Contact Person_____

2. Client Name_____

Address_____

City_____ State____ Zip Code_____

Telephone_____ Fax_____

Client Contact Person_____

3. Client Name_____

Address_____

City_____ State____ Zip Code_____

Telephone_____ Fax_____

Client Contact Person_____

PREVIOUS CUSTOMER REFERENCES (projects completed within last 24 months)

1. Client Name_____

Address_____

City_____ State____ Zip Code_____

Telephone_____ Fax_____

Client Contact Person_____

2. Client Name_____

Address_____

City_____ State____ Zip Code_____

Telephone_____ Fax_____

Client Contact Person_____

3. Client Name_____

Address_____

City_____ State____ Zip Code_____

Telephone_____ Fax_____

Client Contact Person_____

ATTACHMENT D- GREEN PROCUREMENT - ELECTRONIC PURCHASE ORDER PROCESS

The School Board of St. Lucie County has implemented an **Electronic Purchase Order (E-PO)** delivery system to streamline our procurement process and eliminate a paper-driven process. In order to expedite delivery of purchase orders, we ask that you provide our office with a designated email address. The email address you provide should have the capability of being monitored by more than one person within your company. This will ensure that orders received electronically are not delayed. By us sending purchase orders out electronically, we can more effectively control our procurement activities and achieve a significant cost savings over the paper purchase order process. The electronic purchase order process also reduces the purchase order to vendor cycle time from days to hours. We encourage your acceptance of electronic purchase orders. Please provide a designated email address below to participate in the electronic purchase order process. Our system can only accommodate one email address.

_____
Vendor Name:

_____
Address

_____
Phone

_____
E-PO Designated Email Address:

_____
Contact Person

ATTACHMENT E - INSURANCE REQUIREMENTS AND HOLD HARMLESS AGREEMENT

Vendors shall furnish a Certificate of Insurance that complies with the insurance requirements listed below. The Certificate of Insurance shall list the deductible as well as the type of policy purchased (i.e. claims made or per occurrence) for each of the policies listed below. The following liability coverage limits must not be less than the limits specified. Thirty (30) day advance notice of cancellation is required. The policies must be specifically endorsed to grant the District the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. This endorsement must be attached to the certificate of insurance. The District by and through its Risk Management Department and in cooperation with the Purchasing Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract.

INSURANCE

1. General Liability

COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING CONTRACTUAL LIABILITY, TO COVER THE HOLD HARMLESS AGREEMENT SET FORTH HEREIN, WITH LIMITS OF NOT LESS THAN:

EACH OCCURRENCE	$1,000,000
PERSONAL/ADVERTISING INJURY	$1,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE	$2,000,000
GENERAL AGGREGATE	$2,000,000
FIRE DAMAGE	$100,000 ANY 1 FIRE
MEDICAL EXPENSE	$5,000 - $10,000 ANY 1 PERSON

AN ADDITIONAL INSURED ENDORSEMENT MUST BE ATTACHED TO THE CERTIFICATE OF INSURANCE. COVERAGE IS TO BE WRITTEN ON AN OCCURRENCE FORM BASIS AND SHALL APPLY AS PRIMARY. A PER PROJECT AGGREGATE LIMIT ENDORSEMENT SHOULD BE ATTACHED. DEFENSE COSTS ARE TO BE IN ADDITION TO THE LIMIT OF LIABILITY. A WAIVER OF SUBROGATION IS TO BE PROVIDED IN FAVOR OF THE DISTRICT. XCU COVERAGE IS TO BE INCLUDED WHEN INDICATED BY THE SCOPE OF SERVICE. COVERAGE SHOULD EXTEND TO INDEPENDENT CONTRACTORS AND FELLOW EMPLOYEES. COVERAGE IS TO INCLUDE A CROSS LIABILITY OR SEVERABILITY OF INTERESTS PROVISION AS PROVIDED UNDER THE STANDARD ISO FORM SEPARATION OF INSUREDS CLAUSE.

2. Automobile Liability

BUSINESS AUTOMOBILE LIABILITY FOR ANY AUTO (ALL OWNED, HIRED, AND NON-OWNED AUTOS) WITH LIMITS OF NOT LESS THAN $1,000,000 PER ACCIDENT. IN THE EVENT VENDOR DOES NOT OWN ANY AUTOMOBILES, THE DISTRICT WILL ACCEPT PROOF OF HIRED AND NON OWNED AUTO LIABILITY ONLY. CERTIFICATE HOLDER MUST BE LISTED AS ADDITIONAL INSURED. A WAIVER OF SUBROGATION MUST BE PROVIDED. COVERAGE SHOULD APPLY ON A PRIMARY BASIS.

3. Workers' Compensation

WORKERS' COMPENSATION INSURANCE WITH LIMITS EQUAL TO FLORIDA STATUTORY REQUIREMENTS. EMPLOYERS LIABILITY MUST INCLUDE LIMITS OF AT LEAST $100,000 EACH ACCIDENT, $100,000 EACH DISEASE/EMPLOYEE, $500,000 EACH DISEASE/MAXIMUM. A WAIVER OF SUBROGATION MUST BE PROVIDED. COVERAGE SHOULD APPLY ON A PRIMARY BASIS. SHOULD SCOPE OF WORK PERFORMED BY VENDOR QUALIFY ITS EMPLOYEE FOR BENEFITS UNDER FEDERAL WORKERS' COMPENSATION STATUTE (EXAMPLE, U.S. LONGSHORE & HARBOR WORKERS ACT OR MERCHANT MARINE ACT), PROOF OF APPROPRIATE FEDERAL ACT COVERAGE MUST BE PROVIDED.

WORKERS' COMPENSATION EXEMPTION FORMS WILL NOT BE ACCEPTED FOR THE PROJECT ARCHITECT, ENGINEER, GENERAL CONTRACTOR, OR SOLE PRACTITIONER THAT INTENDS TO SUB-CONTRACT THE WORK TO OTHER INDIVIDUALS OR COMPANIES. THESE ENTITIES OR INDIVIDUALS ARE REQUIRED TO PURCHASE A WORKERS' COMPENSATION INSURANCE POLICY.

4. Professional Liability

WHEN INDICATED BY THE SCOPE OF SERVICE, VENDOR MUST MAINTAIN PROFESSIONAL LIABILITY OR EQUIVALENT ERRORS & OMISSIONS LIABILITY WITH LIMIT OF NOT LESS THAN $1,000,000 PER OCCURRENCE. FOR POLICIES WRITTEN ON A CLAIMS MADE BASIS, VENDOR SHALL MAINTAIN A RETROACTIVE DATE PRIOR TO OR EQUAL TO THE EFFECTIVE DATE OF THIS CONTRACT. IN THE EVENT THE POLICY IS CANCELED, NON-RENEWED, SWITCHED TO AN OCCURRENCE FORM OR THERE IS A CHANGE IN RETROACTIVE DATE, VENDOR MUST PURCHASE AN EXTENDED REPORTING PERIOD RIDER DURING THE LIFE OF THIS CONTRACT OF NOT LESS THAN 3 YEARS. COVERAGE IS TO APPLY ON A PRIMARY BASIS.

HOLD HARMLESS AGREEMENT

The vendor shall, in addition to any other obligation to indemnify the St. Lucie County School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, its agents, officers, elected officials and employees from and against any and all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged;

a. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the vendor, any subcontractor of the vendor, anyone directly or indirectly employed by any of them, or 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 or regulation by the vendor, any subcontractor of the vendor, or anyone directly or indirectly employed by any of them in the performance of the work; or
c. liens, claims or actions made by the vendor, any subcontractor of the vendor, or any other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the vendor or any subcontractor of the vendor 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 the St. Lucie County School District to enforce this hold harmless agreement shall be borne by the vendor.

The above provisions shall survive the termination of this Agreement and shall pertain to any and all claims for occurrences during the term of this Agreement, even though such claims may be presented after the termination hereof. Nothing contained herein is intended nor shall be construed to waive St. Lucie County School District's rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statutes 768.28, as amended from time to time.

Any questions as to the intent or meaning of any part of the above-required coverage should be brought to the Risk Management Coordinator of the School District of St. Lucie County, Florida at (772) 429-5520.

_____ _____

Vendor/Company Name – Print Authorized Signature Date

.

ATTACHMENT F - PROJECT MANAGER CONTACT INFORMATION

Indicate in the P/A column below, if the person is a Primary or Alternate contact.

CONTACT INFORMATION

Company Name _____ Date_____

Name (Print or Type)	P/A	Title	Phone Number(s)

ATTACHMENT G -STATEMENT OF "NO" RESPONSE

If your company will not be submitting a response to this Request for Proposal or Bid, please complete this Statement of "No" Response Sheet and return, prior to the RFP Due Date established within, to: **The School Board of St. Lucie County, Purchasing Department, 4204 Okeechobee Road, Ft Pierce, FL 34947.** (Please print or type).

BID/RFP #_____TITLE:_____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____STATE:_____ZIP:_____

CONTACT PERSON: _____

TELEPHONE: _____EMAIL ADDRESS_____

We, the undersigned, have declined to respond because of the following reasons:

√	**Reasons for "NO" Response:**
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

SIGNATURE: _____Date_____

ATTACHMENT H – DEFINITIONS

1. **BID** means a formal price offer by vendor to the buyer to furnish specific goods and/or services in response to an Invitation for Bids, Request for Quotation, or a multi-step bidding procedure.

2. **CONTRACT** means (1) a deliberate verbal or written agreement between two or more competent parties to perform or not perform a specific act or acts; and (2) any type of agreement regardless of what it is called for the procurement or disposal of supplies, services or construction.

3. **CONTRACTOR** means a separate and distinguishable business entity participating or seeking to participate in the performance of a contract.

4. **PRE-BID OR PRE-PROPOSAL CONFERENCE** means a meeting held prior to the date of bid or proposal submittal, which disseminates to all bidders or proposers in attendance information to assist them in submitting a bid or proposal including, but not limited to, information regarding the M/WBE requirements of the School District.

5. **PROCUREMENT** means buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. For the purpose of this policy, procurement refers to those goods and/or services, except professional services, solicited by the Department of Purchasing pursuant to District and Department of Education requirements.

6. **REQUEST FOR PROPOSAL (RFP**) means a solicitation of responses for goods and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of a proposal is based on prior established criteria which may include but may or may not be totally limited to price.

7. **RESPONSIBLE BIDDER, OFFERER, QUOTER, OR RESPONDENT** means an individual or business which has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will give reasonable assurance of good faith and performance.

8. **RESPONSIVE BIDDER, OFFERER, QUOTER, OR RESPONDENT** means an individual or business which has submitted a bid, offer, proposal, quotation or response, which conforms in all material respects to the solicitation, including, but not limited to, compliance with any M/WBE requirements contained within the solicitation.

9. **SCHOOL DISTRICT** means the St. Lucie County School District, its individual and collective departments, managers, staff, and facilities.

10. **SUBCONTRACTOR** means any person providing goods and/or services to a prime contractor for profit, if such goods and/or services are procured or used in fulfillment of the prime contractor's obligations arising from a contract with the St. Lucie County School District, except persons providing goods to a prime contractor whose contract with the District is for the provision of materials, equipment, or supplies.

11. **VENDOR** means an actual or potential supplier of goods and/or services interchangeable with the term bidder and/or contractor.

12. **REMEDIAL MAINTENANCE** is maintenance to be performed by the contractor, which results from equipment failure and which is performed as required on an unscheduled basis.

ATTACHMENT I - REFERENCE QUESTIONNAIRE
ST. LUCIE PUBLIC SCHOOLS
RFP 15-08
GPS SYSTEM AND INSTALLATION FOR DISTRICT VEHICLES

FOR: _____
(Name of Vendor Requesting Reference)

This form is being submitted to your Company for completion as a business reference for the company listed above.

This form is to be returned to the School Board of St. Lucie County, Purchasing Department, via facsimile at (772) 429-3999 or email at kimberly.albritton@stlucieschools.org no later than 3:00 p.m., **August 28, 2014**, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the School Board of St. Lucie County, Purchasing Department, by telephone: (772) 429-3980, or by email at kimberly.albritton@stlucieschools.org. When contacting us, please be sure to include the request for proposal number and title listed at the top of this page.

Company Providing Reference_____
Contact Name and Title/Position_____
Contact Telephone Number_____
Contact Email Address_____

Questions:
1. In what capacity have you worked with this company in the past? If the Company was under a similar contract, please acknowledge and explain briefly whether or not the contract was successful.

Comments:

2. How would you rate this Company's knowledge and expertise?
_____ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

3. How would you rate the Company's flexibility relative to changes in the scope and timelines?
_____ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

4. What is your level of satisfaction with hard-copy materials, e.g. quotation, written scopes of work, reports, logs, etc. produced by the Company?
_____ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

5. How would you rate the dynamics/interaction between the Company and your staff?
_____ (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Comments:

6. Who were the Company's principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating? (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Name: _____Rating:_____

Name: _____Rating:_____

Name: _____Rating:_____

Name: _____Rating:_____

Comments:

7. With which aspect(s) of this Company's services are you most satisfied?

Comments:

8. With which aspect(s) of this Company's services are you least satisfied?
Comments:

9. Would you recommend this Company's services to your organization again?
Comments:

ATTACHMENT J - PROPOSAL QUOTATION FORM

Proposers must utilize this form to submit their overall cost proposal. Blank lines are included for proposers to list the add-on items. Proposers may copy this sheet if more lines are needed to detail items within their proposal. Proposers must include a total cost in the required line to be considered responsive. The cost of services should include a detailed list of all vendor provided hardware, related software, installation, training, support, maintenance, etc. required to implement this project. The pricing shall include all equipment and supplies needed to install a complete system as outlined in this proposal.

The solution should be priced in two ways, a price for upfront purchase of equipment and then a monthly or yearly cost for software and other expenses for a 5 year term, as well as a monthly or yearly cost for a lease purchase agreement for a 5 year term for all items. Data pricing should be listed separate from other monthly rates. The required solution should be priced and then an add-on price per option included as described above. For add-on options, please state if the option is available as a stand-alone product and the cost as a standalone if different (you may list the item twice if the cost varies based on standalone or package price). Installation of new units and removal of old units should be included as part of the pricing. Proposal should state warranty period for units and how warranty is administered, including if there is an allowance for spare units.

	REQUIRED SOLUTION	PRICE	
1	Upfront purchase of equipment	**$**	
	Monthly or yearly cost for software and other expenses for a 5 year term (include terms, I.E. $10/month for 60 months)	**$**	
	Data Rate Plan Costs (corresponds to above items). Please separate the data plan costs. If necessary provide the MB or GB/MTH on separate sheet.	**$**	
2	Monthly or yearly cost for a lease purchase agreement for a 5 year term for all items (include terms, I.E. $10/month for 60 months)	**$**	
	Data Rate Plan Costs (corresponds to above items). Please separate the data plan costs. Provide the MB or GB/MTH options on a separate sheet.	**$**	
3	Removal of old units and installation of new units	**$**	
	TOTAL LINES 1 + 3 (equipment purchase)	**$**	
	TOTAL LINES 2 + 3 (equipment lease)	**$**	
	ADD-ON OPTIONS	**Stand Alone (Y/N)**	**PRICE**
4			
5			

Print Name_____ Authorized Signature_____

6			
7			
8			
9			
10			
	WARRANTY	WARRANTY PERIODS	
11	List warranty periods		
12	Per Unit Pricing to add additional GPS units, as needed (separate Bus & White Fleet if necessary)	$	
I. Pricing for Renewal Option Year 1 - Percent Increase, if any _____%			
II. Pricing for Renewal Option Year 2 - Percent Increase, if any _____%			
III. Pricing for Renewal Option Year 3 - Percent Increase, if any _____%			

Price submittal is valid until_____

Name of Company_____

Print Name_____

Phone Number_____Email Address_____

Authorized Signature_____Date_____

Business Proposal – Envelop or Box "B"
Attachment A – Cost of Services

1. Cost Proposal

August 28, 2014

Kim Albritton
Coordinator of Business Services
School District of St. Lucie County
Purchasing Department
4204 Okeechobee Road
Ft. Pierce, FL 34947

Dear Ms. Albritton:

We are providing a response to Proposal No. 15-08, GPS System and Installation for District Vehicles (Buses and White Fleet).

In this letter I will describe our Company, GPS-driven Fleet Tracking Solution and Pricing Model for Synovia Solutions.

Company: Synovia Solutions (Synovia) has been providing GPS-driven transportation management solutions to the public sector (municipalities and school districts) since 2000 and we have deployed our solution on over 75,000 vehicles throughout North America.

We are subject matter experts who understand your need to stretch every dollar and to be good stewards of the taxpayers' monies. There is an ongoing market requirement to provide solutions that will increase **savings**, enhance **safety** and improve **service**.

GPS-driven Fleet Tracking Solution: Silverlining™ is our hosted, Software as a Service (SaaS) solution that is easy-to-use and since it is Web-enabled, simple to deploy across your organization. You will get real-time information and have the flexibility to go back in time and replay an event or run a report to confirm what really happened -- "Mr./Ms. Smith, the school bus was on your street at 6:25am this morning..."

Pricing Model: **Syn**ovia In**surance,** or Synsurance™ for short, enables us to provide a turnkey solution with no upfront costs and a simple monthly, all-inclusive fee that becomes self-funding in months. With Synsurance, everything is covered including hardware warranty over the length of the agreement. We take care of all installation and training and if something breaks, we fix it at no additional charge. And all pricing is fixed over the life of the contract. We also provide spare hardware so that you can quickly make a change if a unit stops functioning.

We can work with any cellular vendor including Sprint, T-Mobile and AT&T. However, you can purchase Verizon services off of the Florida State contract that will entitle you to a heavily discounted rate (pennies per vehicle per month) that will radially reduce your total cost of ownership for the overall solution.

Synsurance includes the following components:

- **Reliable Hardware**
  - Lifetime Use and Warranty
  - Spare Hardware (2% of fleet)
- **Powerful Software**
  - Hosted Solution
    - On-demand, Drill-down Reports
    - Scheduled Reports
    - Maps and Weather Overlay
    - Geofence Reporting
    - Alerts
    - Integration with Routing Software
    - Key Performance Indicators (KPI) Dashboard
    - Engine Diagnostics
    - Driver Behavior Monitoring
      - Speeding
      - Harsh Braking
      - Harsh Acceleration
      - Harsh Turning
      - Engine Idling
  - Software as a Service (SaaS)
    - Unlimited Number of Users
    - Unlimited Training
  - Updates and Upgrades
- **Scalable Services**
  - Hardware Installation
  - Software Implementation
  - Training (on-site, online & video)
  - Toll-free Support Line
  - Project Management
  - Rapid Response Support
- **Dependable Verizon Data Plan** (purchased off of the Florida State Contract)
  - Best Nation-wide Coverage and Backup
- **Affordable Financial Terms**
  - No Upfront Investment
  - No Hidden Costs
  - No Extra Costs
  - No Price Increases
  - One Monthly All-inclusive Service Fee
  - Self-funding (typically within 90 days)

Synsurance also includes these guarantees:

1. **99% Uptime**

Uptime is defined as the functionality of the Silverlining software as it performs on the entire fleet. If it goes down, we have a cure period of 4 hours or we credit you one day's charge for your entire fleet. *An extraordinary event involving the data carrier would not quality for this credit*

2. **Lifetime Hardware Warranty with Replacements**

As long as you are on an active/current Synsurance Agreement, we will replace any Synovia Solutions supplied hardware located on the vehicle at no charge assuming normal troubleshooting protocol has preceded the request with no resolution.

3. **1st Occurrence Fix or We Pay**

Your support call related to our software is considered a 1st Occurrence until it is fixed. If the same issue requires another support call within 30 days, we will credit you one day's charge for your entire fleet.

Blue Bird Corporation and Synovia Solutions announced a partnership in October 2013 by which Blue Bird customers can get Synovia's GPS solution factory installed as an option. Starting in February 2014, all Blue Bird new buses will come with a Synovia GPS wire harness, installed at the factory to simplify adding GPS later on if it is not ordered with the bus. Blue Bird selected Synovia after careful research in the marketplace to find the company with the best solution for the K-12 market.

Synovia is honored to offer the industry's most advanced and reliable solution along with unmatched service and delivery.

In our pricing proposal, we have included options to purchase or to pay monthly through a Municipal Lease. The Municipal Lease includes a funding out in the event that you do not get funds appropriated for the next fiscal year. This means that you can get out of the agreement with no penalty, if the funds are not appropriated.

I am authorized to negotiate the contract and please contact me if you have questions about our solution at 978 202-8604.

Best Regards,

Bill Westerman

Bill Westerman
Synovia Solutions, LLC bwesterman@synoviasolutions.com

P.S. The best way to see the value of Silverlining is to schedule a product demo.

A partial list of customers who are based in Florida:

Alachua School District
Bay County Florida
Charlotte County Public Schools
Chenmed
City of West Melbourne
Clay County Schools
Dilo Fire
Duval County Public Schools
Escambia Co School Board
Family Health Centers of Southwest Florid
Flagler County School District
Franklin County Schools
Glenns Greenery
Grace Roofing
Hillsborough County Public Schools
Hillsborough County Public Schools - Food
Jefferson County Public Schools
Lee County Public Schools
Leon County Public Schools Maintenance Department
Manatee County School District
Marion County School Board (FL)
Nassau County BOCC
Orange County Public Schools
Pinellas County School Board
Sarasota County Schools
School Board of Alachua County, FL
School District of Osceola County
St Lucie County Public Schools
The School District of Palm Beach County
Washington County School District
Waterfront Rescue Mission

ATTACHMENT J - PROPOSAL QUOTATION FORM

Proposers must utilize this form to submit their overall cost proposal. Blank lines are included for proposers to list the add-on items. Proposers may copy this sheet if more lines are needed to detail items within their proposal. Proposers must include a total cost in the required line to be considered responsive. The cost of services should include a detailed list of all vendor provided hardware, related software, installation, training, support, maintenance, etc. required to implement this project. The pricing shall include all equipment and supplies needed to install a complete system as outlined in this proposal.

The solution should be priced in two ways, a price for upfront purchase of equipment and then a monthly or yearly cost for software and other expenses for a 5 year term, as well as a monthly or yearly cost for a lease purchase agreement for a 5 year term for all items. Data pricing should be listed separate from other monthly rates. The required solution should be priced and then an add-on price per option included as described above. For add-on options, please state if the option is available as a stand-alone product and the cost as a standalone if different (you may list the item twice if the cost varies based on standalone or package price). Installation of new units and removal of old units should be included as part of the pricing. Proposal should state warranty period for units and how warranty is administered, including if there is an allowance for spare units.

	REQUIRED SOLUTION	PRICE	
1	Upfront purchase of equipment **(School Bus)(Hardwired Units) (Platform for Mobile Data Terminal Micronet tablet)**	**$ 458.88/vehicle**	
	Monthly or yearly cost for software and other expenses for a 5 year term (include terms, I.E. $10/month for 60 months)	**$ 14.22/month/vehicle 60 months**	
	Data Rate Plan Costs (corresponds to above items). Please separate the data plan costs. If necessary provide the MB or GB/MTH on separate sheet.	**9.99 cents MB/month Florida State Contract (*2 MB/vehicle typical*)**	
2	**Monthly** or yearly cost for a lease purchase agreement for a 5 year term for all items (include terms, I.E. $10/month for 60 months)	**$ 21.87/month/vehicle 60 months**	
	Data Rate Plan Costs (corresponds to above items). Please separate the data plan costs. Provide the MB or GB/MTH options on a separate sheet.	**9.99 cents MB/month Florida State Contract (*2 MB/vehicle typical*)**	
3	Removal of old units and installation of new units	**$ 275 per vehicle (one time cost)**	
	TOTAL LINES 1 + 3 (equipment purchase)	**$ 1,599.07 - 60 months**	
	TOTAL LINES 2 + 3 (equipment lease)	**$ 1,599.07 - 60 months**	
	ADD-ON OPTIONS	**Stand Alone (Y/N)**	**PRICE**
4	**Tablet/Mobile Data Terminal:** Turn-By-Turn Directions for Substitute Drivers, Driver Time And Attendance, Pre-Post Trip Inspection, Two-way Messaging to Drivers, Emergency Button, Student Tracking for Special Needs	No	**$ 650/vehicle purchase or $ 10.83/mo/ vehicle - lease**

5	**Student Tracking for General Needs with Barcode**	**No**	**$200.12/vehicle purchase or $ 3.34/mo/ vehicle - lease**
6	**Next Generation Route Planning Software** BusPlanner Purchase: $ 20,000 Annual Starting in Year 2: $ 4,000 BusPlannerWeb: $ 20,000 Annual Starting in Year 2: $ 4,000 BusPlannerDelays: $ 5,000 Annual Starting in Year 2: $ 1,000 BusPlanner GPS: $ 20,475 Annual Starting in Year 2: $ 4,725 BusPlanner Info: $ 6,000 Annual Starting in Year 2: $ 1,000 Training: $ 2,500 Implementation: $ 30,650 Hosting: $ 15,000 Annual Stating in Year 2: $ 15,000 **Total: $ 119,625 $ 29,725**		
7			
8			
	WARRANTY	WARRANTY PERIODS	
11	List warranty periods	**Hardware warranty covers the full 60 month agreement – spare units equal to 2% of the contracted vehicles included no extra charge**	
12	Per Unit Pricing to add additional GPS units, as needed (separate Bus & White Fleet if necessary)	**$1,599.07 - 60 months per school bus**	

I. Pricing for Renewal Option Year 1 - Percent Increase, if any___**0**_____%

II. Pricing for Renewal Option Year 2 - Percent Increase, if any ___**0** ____%

III. Pricing for Renewal Option Year 3 - Percent Increase, if any___**0**_____%

Price submittal is valid until withdrawn by Synovia

Name of Company___**Synovia Solutions, LLC**_____

Print Name___**Bill Westerman**_____

Phone Number __**978 202-8604** _____Email Address bwesterman@synoviasolutions.com

Authorized Signature Bill Westerman_____Date**August 28, 2014**

ATTACHMENT J - PROPOSAL QUOTATION FORM

Proposers must utilize this form to submit their overall cost proposal. Blank lines are included for proposers to list the add-on items. Proposers may copy this sheet if more lines are needed to detail items within their proposal. Proposers must include a total cost in the required line to be considered responsive. The cost of services should include a detailed list of all vendor provided hardware, related software, installation, training, support, maintenance, etc. required to implement this project. The pricing shall include all equipment and supplies needed to install a complete system as outlined in this proposal.

The solution should be priced in two ways, a price for upfront purchase of equipment and then a monthly or yearly cost for software and other expenses for a 5 year term, as well as a monthly or yearly cost for a lease purchase agreement for a 5 year term for all items. Data pricing should be listed separate from other monthly rates. The required solution should be priced and then an add-on price per option included as described above. For add-on options, please state if the option is available as a stand-alone product and the cost as a standalone if different (you may list the item twice if the cost varies based on standalone or package price). Installation of new units and removal of old units should be included as part of the pricing. Proposal should state warranty period for units and how warranty is administered, including if there is an allowance for spare units.

	REQUIRED SOLUTION	PRICE	
1	Upfront purchase of equipment **(White Fleet – LMU 3030, 2830**	**$ 213.60/vehicle**	
	Monthly or yearly cost for software and other expenses for a 5 year term (include terms, I.E. $10/month for 60 months)	**$ 10.22/month/vehicle 60 months**	
	Data Rate Plan Costs (corresponds to above items). Please separate the data plan costs. If necessary provide the MB or GB/MTH on separate sheet.	**9.99 cents MB/month Florida State Contract (*2 MB/vehicle typical*)**	
2	**Monthly** or yearly cost for a lease purchase agreement for a 5 year term for all items (include terms, I.E. $10/month for 60 months)	**$ 13.78/month/vehicle 60 months**	
	Data Rate Plan Costs (corresponds to above items). Please separate the data plan costs. Provide the MB or GB/MTH options on a separate sheet.	**9.99 cents MB/month Florida State Contract (*2 MB/vehicle typical*)**	
3	~~Removal of old units and installation of new units~~	**(Self Install OBDII Unit)**	
	TOTAL LINES 1 + 3 (equipment purchase)	**$ 838.79 - 60 months**	
	TOTAL LINES 2 + 3 (equipment lease)	**$ 838.79 - 60 months**	
	ADD-ON OPTIONS	**Stand Alone (Y/N)**	**PRICE**
4			

Print Name _____**Bill Westerman**_____ Authorized Signature Bill Westerman

5			
6			
7			
8			
9			
10			
	WARRANTY	WARRANTY PERIODS	
11	List warranty periods	**Hardware warranty covers the full 60 month agreement – spare units equal to 2% of the contracted vehicles included no extra charge**	
12	Per Unit Pricing to add additional GPS units, as needed (separate Bus & White Fleet if necessary)	**$ 838.79 - 60 months per white vehicle**	
I. Pricing for Renewal Option Year 1 - Percent Increase, if any___**0**_____%			
II. Pricing for Renewal Option Year 2 - Percent Increase, if any ___**0** ____%			
III. Pricing for Renewal Option Year 3 - Percent Increase, if any___**0**_____%			

Price submittal is valid until__December 31, 2014_____

Name of Company___**Synovia Solutions, LLC**_____

Print Name___**Bill Westerman**_____

Phone Number __**978 202-8604** _____Email Address bwesterman@synoviasolutions.com

Authorized Signature Bill Westerman Date **August 28, 2014**

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

REQUESTED ACTION BY COMMISSION: Approve the purchase of replacement submersible sewage pumps from Barney's Pump Inc. of Coral Springs, FL in the amount of $31,235.00 for lift stations #311, #708, #603, and #717.

EXPLANATION OF REQUEST:
The City of Boynton Beach (City) oversees and maintains oversees and maintains over 160 wastewater lift stations. Each station has two or more pumps which help to convey wastewater collected from homes and businesses with the City's service area to the South Central Regional Wastewater Treatment Plant (SCRWWTP) for processing and treatment. The Utilities Department budgets for new pumps each year in its CIP to provide for replacing those pumps that are at the end of their useful life.

To facilitate the purchase of replacement pumps, the Utilities Department issued a Request of Letters of Interest (RLI #026-2B21-15/KTR) to pump manufacturers interested in being listed in the Utilities Engineering Design Handbook and Construction Standards (Manual) as an approved submersible sewage pump provider. The Utility department received and opened seven (7) responses on January 13, 2015. The pump manufacturers were required to meet certain minimum specifications and only those manufacturers approved by Utilities were deemed acceptable for use in new pumping stations or the replacement of pumps at existing pumping stations.

On August 10, 2015, four (4) submittals were accepted by the City's Utilities Department for inclusion in the Manual as follows:

Vendor	Pump Manufacturer
Barney's Pumps, Inc.	HOMA
Hydra Service, Inc.	Suizer/ABS
Custom Pump & Controls	KSB
Southeastern Pump	Barnes/Crane

Written quotes for replacement pumps for lift stations #311, #603, #708, and #717 were requested of these vendors of which Barney's Pumps Inc. presented the lowest cost.

Below is a summary of the quotes:

Station	Barney's	Custom	Southeastern	Hydra
#311	$ 3,590	$ 4,300	$ 4,328	$ 4,991
#708 (2)	$12,100	$13,200	$13,632	$21,790
#603 (2)	$ 9,550	$10,880	$10,174	$12,356
#717	$ 5,995	$ 6,140	$ 7,066	$ 6,646
TOTAL	**$31,235**	**$34,520**	**$35,200**	**$45,783**

In accordance with the City's procurement policies purchases in excess of $25,000 requires City Commission approval.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? By pre-approving submersible sewage pump manufacturers, the Utilities Pump Replacement Program can continue to operate efficiently, ultimately, providing better service and value to its customers by minimizing storage of pump spares and other associated hardware, and provide pump maintenance training.

FISCAL IMPACT: Budgeted Funds have been budgeted in account: 403-5000-535-65-04, SWR075.

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: The City could issue a bid for replacement pumps. However, the City would risk maintaining a vast variety of pumps, increased inventory of pump spares, and potentially longer turnaround periods.

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Addendum	Written Quotations

REVIEWERS:

Department	Reviewer	Action	Date
Utilities	Groff, Colin	Approved	2/1/2017 - 9:31 AM
Finance	Howard, Tim	Approved	2/10/2017 - 2:11 PM
Legal	Swanson, Lynn	Approved	2/13/2017 - 10:04 AM
City Manager	LaVerriere, Lori	Approved	2/16/2017 - 9:20 AM

PURCHASE REQUISITION NBR: 0000068253

STATUS: DEPT APPROVAL

REQUISITION BY: UTIL PUMPING HS

REASON: REPLACEMENT PUMPS FOR LIFT STATION 708

DATE: 1/27/17

SHIP TO LOCATION: EAST UTILITY ADMIN

SUGGESTED VENDOR: 301 BARNEY'S PUMPS INC.

DELIVER BY DATE: 2/10/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	HOMA PUMP #AMX444-240/20P/C, 20HP COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: PUMPS & PUMP ACCESSORIES	2.00	EA	6050.0000	12100.00	

REQUISITION TOTAL: 12100.00

REQUISITION QUOTES

		VENDOR	NAME
SELECTED VENDOR:	6050.0000	301	BARNEY'S PUMPS INC.
	6600.0000		CUSTOM PUMP & CONTROLS, INC
	6816.0000		SOUTHEASTERN PUMP

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	40350005356504	UTIL CONST IN PROGRESS R&R - SEWER	SWR075 Pump Replacement Prog	100.00	12100.00
					12100.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

1.30

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

Date: 27-Jan-17

Requesting Department: Utilities/Wastewater Pu **Contact Person:** Jim Hart

Explanation for Purchase:
These pumps are for the pump replacement program to update the pumps at Lift Station # 708

Recommended Vendor Barney's pumps inc.

Dollar Amount of Purchase $12,100.00 TS

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:
403-5000-535-65-04 SWR075

Approvals:

Department Head	[signature]	Date	1-27-17
Purchasing Agent		Date	
Asst City Manager		Date	
City Manager		Date	

Form Revised 02/01/02

REQUEST FOR REQUISITION

H.T.E. ENTRY DATE:	**1/27/2017**
H.T.E. REQUISITION #	**68253**
Clerk:	**H.Sagel**
Procurement Ass't:	
Director:	
City Manager (non budgeted capital and/or $5000+):	

REASON FOR PURCHASE: Homa pump replacement for Lift station # 708.

VENDOR INFORMATION:	**DIVISION:**		**OTHER INFORMATION:**			
Name: Barney's Pumps Inc.	Admin.	( )	Date: 1/27/2017		ASAP	(X)
Address: 12080 NW 40th Street	Construction	( )	Date Needed: 2/10/2017		Confirm.	( )
Coral Springs, Fl 33065	Cust. Rel.	( )			ASAP/Conf.	( )
	Distribution	( )	**BACKUP DOCS. SUBMITTED:**		**DELIVERY:**	
Phone (contact): Tom Kalinski	Water Qual.	( )	Quotes/Verbal (over $500)	( )	E. Admin. 40	(x)
954-346-0669	Pumping	(x)	Quotes/Written (over $2000)	(x)	E. WTP 41	( )
Vendor Number: 301	PWTreat.	( )	Bid Docs.	( )	W. WTP 42	( )
	Meter Serv.	( )	Sole Source Ltr.	( )	P/U 99	( )
INITIATOR: Jim Hart	Sewage	( )	Insurance Requirements:	( )	Special Instructions:	
APPROVED:	Strmwtr.	( )	SNAPs/GSA/Piggy-back #:		Project Number: SWR075	

Quan.	Unit Price	Description & Part Number	Fund	Dept	Basic	Elem	Obj	Amount
2	12100.00 ea	Homa pump model # AMX444-240/20P/C 20hp Lift Station #708	403	5000	535	65	04	12100.00

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: Homa pump for Lift Station # 708

VENDOR #1:	Barney's Pumps Inc.
DATE:	1/3/2017
CONTACT PERSON:	Tom Kalinski
PHONE NUMBER:	954-346-0669
QUOTE:	$6050.00 ea
VENDOR#2:	Custom Pump & Controls, Inc.
DATE:	1/10/2017
CONTACT PERSON:	Thomas Marinace
PHONE NUMBER:	954-299-5156
QUOTE:	$6,600.00 ea
VENDOR #3:	Southeastern Pump
DATE:	1/3/2017
CONTACT PERSON:	
PHONE NUMBER:	800-396-4182
QUOTE:	$6816.00 ea

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

QUOTATION NUMBER
03-17-0101

Page 1 of 6

BARNEY'S PUMPS INC.

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

DATE: 01-25-17

TO: City of Boynton Beach Utilities
Attn: Jim Hart
124 East Woolbright Road
Boynton Beach, FL 33435

FOR SHIPMENT TO: Same

PROJECT: Lift Station # 708 Homa Pump Quote

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

ITEM	QTY	DESCRIPTION	PRICE EACH
		Condition of Service: 600 GPM @ 70' TDH Electrical Service: 460V/3Ø/60 HZ	
A	1	Homa Pump Model # AMX444-240/20P/C, 1750 RPM, 20 HP,24.5 FLA, 4" discharge, 9 11/16" impeller w/ 4" solids handling, 50' power cord, also includes: • (1) part # 7320971, 4" discharge flange, Flygt - guide rail adapter for 2" rail • Part # 8734110, lifting bail for P-frame motor Delivery Included	$6,050.00
		Total price	**$6,050.00**
		Delivery is F.O.B. Barney's Pumps. Start-up and training services are NOT included. Taxes, anchor bolts, piping, field wiring, etc. are not included. ***If shop drawings are required for approval, please request them from our office.***	

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

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

BARNEY'S PUMPS INC.

Tom Kalinski

Authorized Signature

Accepted By / Date: _____

Custom Pump & Controls, Inc.
305 Indian Trace #222
Weston, Fl. 33326

Ph: (954)299-5156
Jacksonville Office:(904) 858-9605
Jacksonville Fax: (904) 858-9607
e-mail: t.marinace@custompump.com

January 10, 2017

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

Dear Mr. Hart,
We thank you for your interest in our product and are pleased to quote you on the following KSB sewage pumps and accessories:

Pump Station no. 213:
KSB Submersible sewage pump, KRT K150-400/406XG-S, 50 HP, 1180 rpm, 460 volt, 3 phase, 69 FLA. Equipped with 50ft cords, 6" Flygt claw and SS. Lifting bail. **$19,160 each**
Delivery: 11-13 weeks

Pump Station no. 717:
KSB Submersible sewage pump, KRT E80-251/114XG-S, 15 HP, 1750 rpm, 230 volt, 3 phase, 58 FLA. Equipped with 50ft cords, 4" EMU claw and SS. Lifting bail. **$6,140 each**
Delivery: 4-5 weeks

Pump Station no. 708:
KSB Submersible sewage pump, KRT E100-251/164XG-S, 20 HP, 1750 rpm, 460 volt, 3 phase, 29 FLA. Equipped with 50ft cords, 4" Flygt claw and SS. Lifting bail. **$6,600 each**
Delivery: 4-5 weeks

Pump Station no. 311:
KSB Submersible sewage pump, KRT E80-200/34XG-S, 5 HP, 1750 rpm, 230 volt, 3 phase, 15.4 FLA. Equipped with 50ft cords, 4" EMU claw and SS. Lifting bail. **$4,300 each**
Delivery: 4-5 weeks

Sales tax is not included. Price is firm for ninety (90) days. Shipping terms are: FOB your facility with full freight included. Payment terms are net 30 days

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

Sincerely,

Thomas J. Marinace

Thomas J. Marinace
South Florida Sales

SOUTHEASTERN PUMP

Tampa + Pompano Beach + Jacksonville

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

January 3, 2017

Attention: Jim Hart
Subject: Replacement Lift Station Pumps

We are pleased to offer the following for your consideration:

6" Replacement Pump for Master Lift Station #213

One (1) Barnes #6SHDK40044-285mm, 40 HP, 1750 RPM, 460 Volt, 3-Phase, 6" Submersible Pump rated to pass 3" spherical solids. Pump to be shipped with #130907XF 50 ft. Power Cord Assembly.

PRICE: Standard Pump - $ 12,048.00 Plus Tax, Delivered

For 6" Flygt Claw Adapter for 3" Rails - Add $ 917.00

4" Replacement Pump for Lift Station #717

One (1) Barnes #4SHDI20084-240mm, 20 HP, 1750 RPM, 230 Volt, 3-Phase, 4" Submersible Pump rated to pass 3" spherical solids. Pump to be shipped with #125498XF 50 ft. Power Cord Assembly.

PRICE: Standard Pump - $ 6,471.00 Plus Tax, Delivered

For 4" T-Rail Claw Adapter - Add $ 595.00

4" Replacement Pump for Lift Station #708

One (1) Barnes #4SHDG20084-235mm, 20 HP, 1750 RPM, 460 Volt, 3-Phase, 4" Submersible Pump rated to pass 3" spherical solids. Pump to be shipped with #125497XF 50 ft. Power Cord Assembly.

PRICE: Standard Pump - $ 6,314.00 Plus Tax, Delivered

For 4" Flygt Claw Adapter - Add $ 502.00

TOTAL = $ 6816.00

SOUTHEASTERN PUMP
PO Box 100727, F Lauderdale, FL 33310 + 1368 SW 12th Avenue, Pompano Beach, FL 33069
Toll Free (800) 396-4182 + Phone (954) 781-8400 + Fax (954) 781-8434 + www.sepump.com

Hydra Service, Inc.

SPECIALIST IN FLUID MOVEMENT

abs — We know how water works

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

Sales Representative- John Scott District Sales Manager
Contact Information
Cell Phone: 321-266-1079
Fax: 407-330-3404

TO:	**City of Boynton Beach Utilities**	FROM:	**John Scott- S2**
		EMAIL:	JSCOTT@HYDRASERVICE.NET
ATTN:	**Jim**	DATE:	**January 23, 2017**
PHONE	**561-742-6422**	QUOTE:	**170123-3JS**
FAX:		REF:	LS708
EMAIL:	hartj@bbfl.us	ENG FIRM	**BB**

2 ABS # XFP100G-CB1.7-PE185/4, 25hp, 230v, 3phase, Submersible NON-CLOG Pump,49' cord, 4" Disch, . CB IMPELLER, PREMIUM EFFICIENCY MOTOR, SS LIFTING BALE, 5YEAR WARRANTY

$10,895.00 ea.

TOTAL PRICE, F.O.B. JOB, FREIGHT ALLOW **$21,790.00** PLUS ANY FEDERAL, STATE OR LOCAL TAXES WHICH MAY APPLY. TERMS ARE NET **30** DAYS. PRICES ARE FIRM 30 DAYS
"HYDRA SERVICE INC TERMS & CONDITIONS APPLY" PAYMENT TERMS NET 30 DAYS.
ESTMTD DELIVERY **2to3** WEEKS AFTER RECEIPT IN OUR OFFICE OF COMPLETE APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.
THESE TERMS ARE INDEPENDENT OF, AND ARE NOT CONTINGENT UPON THE TIME OR MANNER IN WHICH PURCHASER MAY RECEIVE PAYMENT FROM OTHERS.
ONE DAY OF FACTORY START-UP IS INCLUDED AND REQUIRED FOR WARRANTY. PAYMENT FOR MATERIALS WILL BE REQUIRED BEFORE THE AUTHORIZED START-UP IS CONDUCTED.

ACCEPTED DATE _____ Review Date: 1/23/17

_____ NAME OF PURCHASER

John Scott
REVIEWED BY HydraService, Inc.REP.

PURCHASE REQUISITION NBR: 0000068252

STATUS: DEPT APPROVAL
REASON: REPLACEMENT PUMP FOR LIFT STATION #717

DATE: 1/27/17

REQUISITION BY: UTIL PUMPING HS

SHIP TO LOCATION: EAST UTILITY ADMIN

SUGGESTED VENDOR: 301 BARNEY'S PUMPS INC.

DELIVER BY DATE: 2/10/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	KSB SUBMERSIBLE PUMP KRT E80-251/114XG-S 15HP COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: PUMPS & PUMP ACCESSORIES	1.00	EA	5995.0000	5995.00	

REQUISITION TOTAL: 5995.00

REQUISITION QUOTES

		VENDOR	NAME
SELECTED VENDOR:	6140.0000	301	BARNEY'S PUMPS INC.
	6646.0000		HYDRA SERVICE, INC.
	7066.0000		SOUTHEASTERN PUMP

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	40350005356504	UTIL CONST IN PROGRESS R&R - SEWER	SWR075 Pump Replacement Prog	100.00	5995.00
					5995.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

1.30.17

REQUEST FOR REQUISITION

H.T.E. ENTRY DATE:	**1/27/2017**
H.T.E. REQUISITION #	**68252**
Clerk:	**H.Sagel**
Procurement Ass't:	
Director:	
City Manager (non budgeted capital and/or $5000+):	

REASON FOR PURCHASE: Homa pump replacement for Lift station # 717.

VENDOR INFORMATION:	**DIVISION:**		**OTHER INFORMATION:**			
Name: Barney's Pumps Inc.	Admin.	( )	Date: 1/27/2017		ASAP	(X)
Address: 12080 NW 40th Street	Construction	( )	Date Needed: 2/10/2017		Confirm.	( )
Coral Springs, Fl 33065	Cust. Rel.	( )			ASAP/Conf.	( )
	Distribution	( )	**BACKUP DOCS. SUBMITTED:**		**DELIVERY:**	
Phone (contact): Tom Kalinski	Water Qual.	( )	Quotes/Verbal (over $500)	( )	E. Admin. 40	(x)
954-346-0669	Pumping	(x)	Quotes/Written (over $2000)	(x)	E. WTP 41	( )
Vendor Number: 301	PWTreat.	( )	Bid Docs.	( )	W. WTP 42	( )
	Meter Serv.	( )	Sole Source Ltr.	( )	P/U 99	( )
INITIATOR: Jim Hart	Sewage	( )	Insurance Requirements:	( )	Special Instructions:	
APPROVED:	Strmwtr.	( )	SNAPs/GSA/Piggy-back #:		Project Number: SWR075	

Quan.	Unit Price	Description & Part Number	Fund	Dept	Basic	Elem	Obj	Amount
1	5995.00 ea	Homa pump model # AMS434-240/15P/C 15hp Lift Station #717	403	5000	535	65	04	5995.00

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: Homa pump for Lift Station # 717

VENDOR #1:	Barney's Pumps Inc.
DATE:	1/3/2017
CONTACT PERSON:	Tom Kalinski
PHONE NUMBER:	954-346-0669
QUOTE:	$5,995.00
VENDOR#2:	Custom Pump & Controls, Inc.
DATE:	1/10/2017
CONTACT PERSON:	Thomas Marinace
PHONE NUMBER:	954-299-5156
QUOTE:	$6,140.00
VENDOR #3:	Hydra Services, Inc.
DATE:	1/23/2017
CONTACT PERSON:	John Scott
PHONE NUMBER:	321-266-1079
QUOTE:	$5,995.00

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

QUOTATION NUMBER
03-17-0101

Page 6 of 26

BARNEY'S PUMPS INC.

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

DATE: 01-03-17

TO: City of Boynton Beach Utilities
Attn: Jim Hart
124 East Woolbright Road
Boynton Beach, FL 33435

FOR SHIPMENT TO: Same

PROJECT: Lift Station # 717 Homa Pump Quote

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

ITEM	QTY	DESCRIPTION	PRICE EACH
A	1	Condition of Service: 250 GPM @ 80' TDH Electrical Service: 230V/3Ø/60 HZ Homa Pump Model # AMS434-240/15P/C, 1750 RPM, 15 HP, 38.0 FLA, 4" discharge, 9 7/16" impeller w/ 3" solids handling, 40' power cord, also includes: • (1) WLU E6000060, 4" discharge flange, EMU T- guide rail adapter • Part # 8734110, lifting bail for P-frame motor Delivery Included **Total price** Delivery is F.O.B. Barney's Pumps. Start-up and training services are NOT included. Taxes, anchor bolts, piping, field wiring, etc. are not included. ***If shop drawings are required for approval, please request them from our office.***	$5,995.00 **$5,995.00**

The following items are attached: Bulletin ____ Performance curve _X_ Elevation drawing ____

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

BARNEY'S PUMPS INC.

Tom Kalinski

Authorized Signature

Accepted By / Date: _____

Custom Pump & Controls, Inc.
305 Indian Trace #222
Weston, Fl. 33326

Ph: (954)299-5156
Jacksonville Office:(904) 858-9605
Jacksonville Fax: (904) 858-9607
e-mail: t.marinace@custompump.com

January 10, 2017

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

Dear Mr. Hart,
We thank you for your interest in our product and are pleased to quote you on the following KSB sewage pumps and accessories:

Pump Station no. 213:
KSB Submersible sewage pump, KRT K150-400/406XG-S, 50 HP, 1180 rpm, 460 volt, 3 phase, 69 FLA. Equipped with 50ft cords, 6" Flygt claw and SS. Lifting bail. **$19,160 each**
Delivery: 11-13 weeks

Pump Station no. 717:
KSB Submersible sewage pump, KRT E80-251/114XG-S, 15 HP, 1750 rpm, 230 volt, 3 phase, 58 FLA. Equipped with 50ft cords, 4" EMU claw and SS. Lifting bail. **$6,140 each**
Delivery: 4-5 weeks

Pump Station no. 708:
KSB Submersible sewage pump, KRT E100-251/164XG-S, 20 HP, 1750 rpm, 460 volt, 3 phase, 29 FLA. Equipped with 50ft cords, 4" Flygt claw and SS. Lifting bail. **$6,600 each**
Delivery: 4-5 weeks

Pump Station no. 311:
KSB Submersible sewage pump, KRT E80-200/34XG-S, 5 HP, 1750 rpm, 230 volt, 3 phase, 15.4 FLA. Equipped with 50ft cords, 4" EMU claw and SS. Lifting bail. **$4,300 each**
Delivery: 4-5 weeks

Sales tax is not included. Price is firm for ninety (90) days. Shipping terms are: FOB your facility with full freight included. Payment terms are net 30 days

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

Sincerely,

Thomas J. Marinace

Thomas J. Marinace
South Florida Sales

Hydra Service, Inc.

SPECIALIST IN FLUID MOVEMENT

abs
We know how water works

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

Sales Representative- John Scott District Sales Manager
Contact Information
Cell Phone: 321-266-1079
Fax: 407-330-3404

TO:	**City of Boynton Beach Utilities**	FROM:	**John Scott- S2**
		EMAIL:	JSCOTT@HYDRASERVICE.NET
ATTN:	**Jim**	DATE:	**January 23, 2017**
PHONE	**561-742-6422**	QUOTE:	**170123-2JS**
FAX:		REF:	LS717
EMAIL:	hartj@bbfl.us	ENG FIRM:	**BB**

2 ABS # XFP100E-CB1.2-PE105/4, 14hp, 230v, 3phase, Submersible NON-CLOG Pump,49' cord, 4" Disch, . CB IMPELLER, PREMIUM EFFICIENCY MOTOR, SS LIFTING BALE, 5YEAR WARRANTY

@ 6,646.00 ea.

TOTAL PRICE, F.O.B. JOB, FREIGHT ALLOW **$12,892.00** PLUS ANY FEDERAL, STATE OR LOCAL TAXES WHICH MAY APPLY. TERMS ARE NET **30** DAYS. PRICES ARE FIRM 30 DAYS

"HYDRA SERVICE INC TERMS & CONDITIONS APPLY" PAYMENT TERMS NET 30 DAYS.

ESTMTD DELIVERY **1to2** WEEKS AFTER RECEIPT IN OUR OFFICE OF COMPLETE APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.

THESE TERMS ARE INDEPENDENT OF, AND ARE NOT CONTINGENT UPON THE TIME OR MANNER IN WHICH PURCHASER MAY RECEIVE PAYMENT FROM OTHERS.

ONE DAY OF FACTORY START-UP IS INCLUDED AND REQUIRED FOR WARRANTY. PAYMENT FOR MATERIALS WILL BE REQUIRED BEFORE THE AUTHORIZED START-UP IS CONDUCTED.

ACCEPTED DATE _____ Review Date: 1/23/17

_____ John Scott

NAME OF PURCHASER REVIEWED BY HydraService, Inc.REP.

SOUTHEASTERN PUMP

Tampa + Pompano Beach + Jacksonville

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

January 3, 2017

Attention: Jim Hart
Subject: Replacement Lift Station Pumps

We are pleased to offer the following for your consideration:

6" Replacement Pump for Master Lift Station #213

One (1) Barnes #6SHDK40044-285mm, 40 HP, 1750 RPM, 460 Volt, 3-Phase, 6" Submersible Pump rated to pass 3" spherical solids. Pump to be shipped with #130907XF 50 ft. Power Cord Assembly.

PRICE: Standard Pump - $ 12,048.00 Plus Tax, Delivered

For 6" Flygt Claw Adapter for 3" Rails - Add $ 917.00

4" Replacement Pump for Lift Station #717

One (1) Barnes #4SHDI20084-240mm, 20 HP, 1750 RPM, 230 Volt, 3-Phase, 4" Submersible Pump rated to pass 3" spherical solids. Pump to be shipped with #125498XF 50 ft. Power Cord Assembly.

PRICE: Standard Pump - $ 6,471.00 Plus Tax, Delivered

For 4" T-Rail Claw Adapter - Add $ 595.00

TOTAL = $ 7,066.00

4" Replacement Pump for Lift Station #708

One (1) Barnes #4SHDG20084-235mm, 20 HP, 1750 RPM, 460 Volt, 3-Phase, 4" Submersible Pump rated to pass 3" spherical solids. Pump to be shipped with #125497XF 50 ft. Power Cord Assembly.

PRICE: Standard Pump - $ 6,314.00 Plus Tax, Delivered

For 4" Flygt Claw Adapter - Add $ 502.00

SOUTHEASTERN PUMP
PO Box 100727, F Lauderdale, FL 33310 + 1368 SW 12th Avenue, Pompano Beach, FL 33069
Toll Free (800) 396-4182 + Phone (954) 781-8400 + Fax (954) 781-8434 + www.sepump.com

PURCHASE REQUISITION NBR: 0000068254

STATUS: DEPT APPROVAL

REQUISITION BY: UTIL PUMPING HS

REASON: REPLACEMENT PUMP FOR LIFT STATION 311

DATE: 1/27/17

SHIP TO LOCATION: EAST UTILITY ADMIN

SUGGESTED VENDOR: 301 BARNEY'S PUMPS INC.

DELIVER BY DATE: 2/10/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	HOMA PUMP # AMX-193/3.5T/C, 5.5 HP COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: PUMPS & PUMP ACCESSORIES	1.00	EA	3590.0000	3590.00	

REQUISITION TOTAL: 3590.00

---------- REQUISITION QUOTES ----------

SELECTED VENDOR: 3590.0000

VENDOR NAME
301 BARNEY'S PUMPS INC.

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	40350005356504	UTIL CONST IN PROGRESS R&R - SEWER	SWR075 Pump Replacement Prog	100.00	3590.00
					3590.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

1.30.17

REQUEST FOR REQUISITION

H.T.E. ENTRY DATE:	**1/27/2017**
H.T.E. REQUISITION #	**68254**
Clerk:	**H.Sagel**
Procurement Ass't:	
Director:	
City Manager (non budgeted capital and/or $5000+):	

REASON FOR PURCHASE: Homa pump replacement for Lift station # 311.

VENDOR INFORMATION:	**DIVISION:**		**OTHER INFORMATION:**			
Name: Barney's Pumps Inc.	Admin.	( )	Date: 1/27/2017		ASAP	(X)
Address: 12080 NW 40th Street	Construction	( )	Date Needed: 2/10/2017		Confirm.	( )
Coral Springs, Fl 33065	Cust. Rel.	( )			ASAP/Conf.	( )
	Distribution	( )	**BACKUP DOCS. SUBMITTED:**		**DELIVERY:**	
Phone (contact): Tom Kalinski	Water Qual.	( )	Quotes/Verbal (over $500)	( )	E. Admin. 40	(x)
954-346-0669	Pumping	(x)	Quotes/Written (over $2000)	(x)	E. WTP 41	( )
Vendor Number: 301	PWTreat.	( )	Bid Docs.	( )	W. WTP 42	( )
	Meter Serv.	( )	Sole Source Ltr.	( )	P/U 99	( )
INITIATOR: Jim Hart	Sewage	( )	Insurance Requirements:	( )	Special Instructions:	
APPROVED:	Strmwtr.	( )	SNAPs/GSA/Piggy-back #:		Project Number: SWR075	

BP. 1-27-16

Quan.	Unit Price	Description & Part Number	Fund	Dept	Basic	Elem	Obj	Amount
1	3590.00 ea	Homa pump model # AMX-193/5.5T/C 5.5hp Lift Station # 311	403	5000	535	65	04	3590.00

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: Homa pump for Lift Station # 311

VENDOR #1: Barney's Pumps Inc.
DATE: 1/3/2017
CONTACT PERSON: Tom Kalinski
PHONE NUMBER: 954-346-0669
QUOTE: $3,590.00

VENDOR#2: Custom Pump & Controls, Inc.
DATE: 1/10/2017
CONTACT PERSON: Thomas Marinace
PHONE NUMBER: 954-299-5156
QUOTE: $4,300.00

VENDOR #3: Southeastern Pump
DATE: 1/23/2017
CONTACT PERSON:
PHONE NUMBER: 800-396-4182
QUOTE: $4328.00

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

QUOTATION NUMBER
03-17-0101

Page 16 of 26

BARNEY'S PUMPS INC.

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

DATE: 01-03-17

TO: City of Boynton Beach Utilities
Attn: Jim Hart
124 East Woolbright Road
Boynton Beach, FL 33435

FOR SHIPMENT TO: Same

PROJECT: Lift Station # 311 Homa Pump Quote

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

ITEM	QTY	DESCRIPTION	PRICE EACH
		Condition of Service: 100 GPM @ 45' TDH Electrical Service: 230V/3Ø/60 HZ	
A	1	Homa Pump Model # AMX-193/5.5T/C, 1750 RPM, 5.5 HP, 14.8.0 FLA, 4" discharge, 7 5/8" impeller w/ 3" solids handling, 40' power cord, also includes: • (1) WLU E6000060, 4" discharge flange, EMU T- guide rail adapter • Part # 8734109, lifting bail for T-frame motor	$3,590.00
		Delivery Included	
		Total price	**$3,590.00**
		Delivery is F.O.B. Barney's Pumps. Start-up and training services are NOT included. Taxes, anchor bolts, piping, field wiring, etc. are not included. ***If shop drawings are required for approval, please request them from our office.***	

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

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

BARNEY'S PUMPS INC.

Tom Kalinski

Authorized Signature

Accepted By / Date: _____

SOUTHEASTERN PUMP

Tampa + Pompano Beach + Jacksonville

4" Replacement Pump for Lift Station #311

One (1) Barnes #4SHMS75N4-200mm, 7.5 HP, 1750 RPM, 230 Volt, 3-Phase, 4" Submersible Pump rated to pass 3" spherical solids. Pump to be shipped with #125496XF 50 ft. Power Cord Assembly.

PRICE: Standard Pump - $ 3,733.00 Plus Tax, Delivered

For 4" T-Rail Claw Adapter - Add $ 595.00

TOTAL = $ 4,328.00

4" Replacement Pump for Lift Station #603

One (1) Barnes #4SHDG100N4-200mm, 10 HP, 1750 RPM, 230 Volt, 3-Phase, 4" Submersible Pump rated to pass 3" spherical solids. Pump to be shipped with #125498XF 50 ft. Power Cord Assembly.

PRICE: Standard Pump - $ 4,492.00 Plus Tax, Delivered

For 4" T-Rail Claw Adapter - Add $ 595.00

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

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

Sincerely,

Shad Gordon

Approved and Accepted for Purchase

_____

Name *Date*

SOUTHEASTERN PUMP
PO Box 100727, F Lauderdale, FL 33310 + 1368 SW 12th Avenue, Pompano Beach, FL 33069
Toll Free (800) 396-4182 + Phone (954) 781-8400 + Fax (954) 781-8434 + www.sepump.com

Custom Pump & Controls, Inc.
305 Indian Trace #222
Weston, Fl. 33326

Ph: (954)299-5156
Jacksonville Office:(904) 858-9605
Jacksonville Fax: (904) 858-9607
e-mail: t.marinace@custompump.com

January 10, 2017

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

Dear Mr. Hart,
We thank you for your interest in our product and are pleased to quote you on the following KSB sewage pumps and accessories:

Pump Station no. 213:
KSB Submersible sewage pump, KRT K150-400/406XG-S, 50 HP, 1180 rpm, 460 volt, 3 phase, 69 FLA. Equipped with 50ft cords, 6" Flygt claw and SS. Lifting bail. **$19,160 each**
Delivery: 11-13 weeks

Pump Station no. 717:
KSB Submersible sewage pump, KRT E80-251/114XG-S, 15 HP, 1750 rpm, 230 volt, 3 phase, 58 FLA. Equipped with 50ft cords, 4" EMU claw and SS. Lifting bail. **$6,140 each**
Delivery: 4-5 weeks

Pump Station no. 708:
KSB Submersible sewage pump, KRT E100-251/164XG-S, 20 HP, 1750 rpm, 460 volt, 3 phase, 29 FLA. Equipped with 50ft cords, 4" Flygt claw and SS. Lifting bail. **$6,600 each**
Delivery: 4-5 weeks

Pump Station no. 311:
KSB Submersible sewage pump, KRT E80-200/34XG-S, 5 HP, 1750 rpm, 230 volt, 3 phase, 15.4 FLA. Equipped with 50ft cords, 4" EMU claw and SS. Lifting bail. **$4,300 each**
Delivery: 4-5 weeks

Sales tax is not included. Price is firm for ninety (90) days. Shipping terms are: FOB your facility with full freight included. Payment terms are net 30 days

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

Sincerely,

Thomas J. Marinace

Thomas J. Marinace
South Florida Sales

Hydra Service, Inc.

SPECIALIST IN FLUID MOVEMENT

abs — We know how water works

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

Sales Representative- John Scott District Sales Manager
Contact Information
Cell Phone: 321-266-1079
Fax: 407-330-3404

TO: **City of Boynton Beach Utilities**

ATTN: **Jim**

PHONE **561-742-6422**

FAX:

EMAIL: hartj@bbfl.us

FROM: **John Scott- S2**
EMAIL: JSCOTT@HYDRASERVICE.NET
DATE: **January 23, 2017**

QUOTE: **170123-1JS**

REF: ~~LS603~~ 4-5 311

ENG FIRM **BB**

2	ABS # XFP100E-CB1.6-PE45/4, 6hp, 230v, 3phase, Submersible NON-CLOG Pump,49' cord, 4" Disch, . CB IMPELLER, PREMIUM EFFICIENCY MOTOR, SS LIFTING BALE, 5YEAR WARRANTY

@ 4,991.00 ea

TOTAL PRICE, F.O.B. JOB, FREIGHT ALLOW **$9,982.00** PLUS ANY FEDERAL, STATE OR LOCAL TAXES WHICH MAY APPLY. TERMS ARE NET **30** DAYS. PRICES ARE FIRM 30 DAYS
"HYDRA SERVICE INC TERMS & CONDITIONS APPLY" PAYMENT TERMS NET 30 DAYS.
ESTMTD DELIVERY **1to2** WEEKS AFTER RECEIPT IN OUR OFFICE OF COMPLETE APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.
THESE TERMS ARE INDEPENDENT OF, AND ARE NOT CONTINGENT UPON THE TIME OR MANNER IN WHICH PURCHASER MAY RECEIVE PAYMENT FROM OTHERS.
ONE DAY OF FACTORY START-UP IS INCLUDED AND REQUIRED FOR WARRANTY. PAYMENT FOR MATERIALS WILL BE REQUIRED BEFORE THE AUTHORIZED START-UP IS CONDUCTED.

ACCEPTED DATE _____ Review Date: 1/23/17

_____ NAME OF PURCHASER

John Scott
REVIEWED BY HydraService, Inc.REP.

PURCHASE REQUISITION NBR: 0000068255

STATUS: DEPT APPROVAL
REASON: REPLACEMENT PUMPS FOR LIFT STATION #603

REQUISITION BY: UTIL PUMPING HS

DATE: 1/27/17

SHIP TO LOCATION: EAST UTILITY ADMIN

SUGGESTED VENDOR: 301 BARNEY'S PUMPS INC.

DELIVER BY DATE: 2/10/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	HOMA PUMP #AMX444-190/10.4T/C, 10.4HP COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: PUMPS & PUMP ACCESSORIES	2.00	EA	4775.0000	9550.00	

REQUISITION TOTAL: 9550.00

REQUISITION QUOTES

		VENDOR	NAME
SELECTED VENDOR:	4775.0000	301	BARNEY'S PUMPS INC.
	5087.0000		SOUTHEASTERN PUMP
	5440.0000		CUSTOM PUMP & CONTROLS INC

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	40350005356504	UTIL CONST IN PROGRESS R&R - SEWER	SWR075 Pump Replacement Prog	100.00	9550.00
					9550.00

TB 1.30-17

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUEST FOR REQUISITION

H.T.E. ENTRY DATE:	**1/27/2017**
H.T.E. REQUISITION #	**68255**
Clerk:	**H.Sagel**
Procurement Ass't:	
Director:	
City Manager (non budgeted capital and/or $5000+):	

REASON FOR PURCHASE: Homa pumps replacement for Lift station # 603.

VENDOR INFORMATION:	**DIVISION:**		**OTHER INFORMATION:**		
Name: Barney's Pumps Inc.	Admin.	( )	Date: 1/27/2017	ASAP	(X)
Address: 12080 NW 40th Street	Construction	( )	Date Needed: 2/10/2017	Confirm.	( )
Coral Springs, Fl 33065	Cust. Rel.	( )		ASAP/Conf.	( )
	Distribution	( )	**BACKUP DOCS. SUBMITTED:**	**DELIVERY:**	
Phone (contact): Tom Kalinski	Water Qual.	( )	Quotes/Verbal (over $500) ( )	E. Admin. 40	(x)
954-346-0669	Pumping	(x)	Quotes/Written (over $2000) (x)	E. WTP 41	( )
Vendor Number: 301	PWTreat.	( )	Bid Docs. ( )	W. WTP 42	( )
	Meter Serv.	( )	Sole Source Ltr. ( )	P/U 99	( )
INITIATOR: Jim Hart	Sewage	( )	Insurance Requirements: ( )	Special Instructions:	
APPROVED:	Strmwtr.	( )	SNAPs/GSA/Piggy-back #:	Project Number: SWR075	

Quan.	Unit Price	Description & Part Number	Fund	Dept	Basic	Elem	Obj	Amount
1	4775.00 ea	Homa pump model # AMX-90/10.4T/C 10.4hp Lift Station # 603	403	5000	535	65	04	9550.00

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: Homa pumps for Lift Station # 603

VENDOR #1: Barney's Pumps Inc.
DATE: 1/3/2017
CONTACT PERSON: Tom Kalinski
PHONE NUMBER: 954-346-0669
QUOTE: $4775.00 ea

VENDOR#2: Custom Pump & Controls, Inc.
DATE: 1/10/2017
CONTACT PERSON: Thomas Marinace
PHONE NUMBER: 954-299-5156
QUOTE: $5440.00 ea

VENDOR #3: Southeastern Pump
DATE: 1/23/2017
CONTACT PERSON: Shad Gordon
PHONE NUMBER: 800-396-4182
QUOTE: $5087.00 ea

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

QUOTATION NUMBER
03-17-0101

Page 21 of 26

BARNEY'S PUMPS INC.

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

DATE: 01-03-17

TO: City of Boynton Beach Utilities
Attn: Jim Hart
124 East Woolbright Road
Boynton Beach, FL 33435

FOR SHIPMENT TO: Same

PROJECT: Lift Station # 603 Homa Pump Quote

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

ITEM	QTY	DESCRIPTION	PRICE EACH
		Condition of Service: 500 GPM @ 40' TDH Electrical Service: 230V/3Ø/60 HZ	
A	1	Homa Pump Model # AMX444-190/10.4T/C, 1750 RPM, 10.4 HP, 24.6 FLA, 4" discharge, 7 7/8" impeller w/ 4" solids handling, 40' power cord, also includes: • (1) WLU E6000060, 4" discharge flange, EMU T- guide rail adapter • Part # 8734109, lifting bail for T-frame motor	$4,775.00
		Delivery Included	
		Total price	**$4,775.00**
		Delivery is F.O.B. Barney's Pumps. Start-up and training services are NOT included. Taxes, anchor bolts, piping, field wiring, etc. are not included. ***If shop drawings are required for approval, please request them from our office.***	

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

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

BARNEY'S PUMPS INC.

Tom Kalinski

Authorized Signature

Accepted By / Date: _____

SOUTHEASTERN PUMP

Tampa + Pompano Beach + Jacksonville

4" Replacement Pump for Lift Station #311

One (1) Barnes #4SHMS75N4-200mm, 7.5 HP, 1750 RPM, 230 Volt, 3-Phase, 4" Submersible Pump rated to pass 3" spherical solids. Pump to be shipped with #125496XF 50 ft. Power Cord Assembly.

PRICE: Standard Pump - $ 3,733.00 Plus Tax, Delivered

For 4" T-Rail Claw Adapter - Add $ 595.00

4" Replacement Pump for Lift Station #603

One (1) Barnes #4SHDG100N4-200mm, 10 HP, 1750 RPM, 230 Volt, 3-Phase, 4" Submersible Pump rated to pass 3" spherical solids. Pump to be shipped with #125498XF 50 ft. Power Cord Assembly.

PRICE: Standard Pump - $ 4,492.00 Plus Tax, Delivered

For 4" T-Rail Claw Adapter - Add $ 595.00

TOTAL = $ 5,087.00

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

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

Sincerely,

Shad Gordon

Approved and Accepted for Purchase

_____

Name *Date*

SOUTHEASTERN PUMP
PO Box 100727, F Lauderdale, FL 33310 + 1368 SW 12th Avenue, Pompano Beach, FL 33069
Toll Free (800) 396-4182 + Phone (954) 781-8400 + Fax (954) 781-8434 + www.sepump.com

Custom Pump & Controls, Inc.
305 Indian Trace #222
Weston, Fl. 33326

Ph: (954)299-5156
Jacksonville Office:(904) 858-9605
Jacksonville Fax: (904) 858-9607
e-mail: t.marinace@custompump.com

January 25, 2017

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

Dear Mr. Hart,
We thank you for your interest in our product and are pleased to quote you on the following KSB sewage pumps and accessories:

Pump Station no. 213:
KSB Submersible sewage pump, KRT K150-400/406XG-S, 50 HP, 1180 rpm, 460 volt, 3 phase, 69 FLA. Equipped with 50ft cords, 6" Flygt claw and SS. Lifting bail. **$19,160 each**
Delivery: 11-13 weeks

Pump Station no. 717:
KSB Submersible sewage pump, KRT E80-251/114XG-S, 15 HP, 1750 rpm, 230 volt, 3 phase, 58 FLA. Equipped with 50ft cords, 4" EMU claw and SS. Lifting bail. **$6,140 each**
Delivery: 4-5 weeks

Pump Station no. 708:
KSB Submersible sewage pump, KRT E100-251/164XG-S, 20 HP, 1750 rpm, 460 volt, 3 phase, 29 FLA. Equipped with 50ft cords, 4" Flygt claw and SS. Lifting bail. **$6,600 each**
Delivery: 4-5 weeks

Pump Station no. 311:
KSB Submersible sewage pump, KRT E80-200/34XG-S, 5 HP, 1750 rpm, 230 volt, 3 phase, 15.4 FLA. Equipped with 50ft cords, 4" EMU claw and SS. Lifting bail. **$4,300 each**
Delivery: 4-5 weeks

Pump Station no. 603:
KSB Submersible sewage pump, KRT E100-251/74XG-S, 10 HP, 1747 rpm, 230 volt, 3 phase, 26.2 FLA. Equipped with 50ft cords, 4" EMU claw and SS. Lifting bail. **$5,440 each**
Delivery: 4-5 weeks

Sales tax is not included. Price is firm for ninety (90) days. Shipping terms are: FOB your facility with full freight included. Payment terms are net 30 days

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

Sincerely,

Thomas J. Marinace

Thomas J. Marinace
South Florida Sales

Hydra Service, Inc.

SPECIALIST IN FLUID MOVEMENT

abs
We know how water works

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

Sales Representative- John Scott District Sales Manager
Contact Information
Cell Phone: 321-266-1079
Fax: 407-330-3404

TO: **City of Boynton Beach Utilities**

ATTN: **Jim**

PHONE **561-742-6422**

FAX:

EMAIL: hartj@bbfl.us

FROM: **John Scott- S2**
EMAIL: JSCOTT@HYDRASERVICE.NET
DATE: **January 23, 2017**

QUOTE: **170123-1JS**

REF: LS603

ENG FIRM **BB**

2 ABS # XFP100E-CB1.4A-PE90/4, 12hp, 230v, 3phase, Submersible NON-CLOG Pump,49' cord, 4" Disch, . CB IMPELLER, PREMIUM EFFICIENCY MOTOR, SS LIFTING BALE, 5YEAR WARRANTY

$ 6,178.00 ea.

TOTAL PRICE, F.O.B. JOB, FREIGHT ALLOW **$12,356.00** PLUS ANY FEDERAL, STATE OR LOCAL TAXES WHICH MAY APPLY. TERMS ARE NET **30** DAYS. PRICES ARE FIRM 30 DAYS
"HYDRA SERVICE INC TERMS & CONDITIONS APPLY" PAYMENT TERMS NET 30 DAYS.
ESTMTD DELIVERY **1to2** WEEKS AFTER RECEIPT IN OUR OFFICE OF COMPLETE APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.
THESE TERMS ARE INDEPENDENT OF, AND ARE NOT CONTINGENT UPON THE TIME OR MANNER IN WHICH PURCHASER MAY RECEIVE PAYMENT FROM OTHERS.
ONE DAY OF FACTORY START-UP IS INCLUDED AND REQUIRED FOR WARRANTY. PAYMENT FOR MATERIALS WILL BE REQUIRED BEFORE THE AUTHORIZED START-UP IS CONDUCTED.

ACCEPTED DATE _____ Review Date: 1/23/17

_____ NAME OF PURCHASER

John Scott
REVIEWED BY HydraService, Inc.REP.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

REQUESTED ACTION BY COMMISSION: Authorize the issuance of a purchase order to Evoqua Water Technologies LLC (Evoqua) to provide cleaning services for the degasifier and off-gas scrubber located at the West Water Treatment Plant. The total expenditure for this service is $28,481.

EXPLANATION OF REQUEST:
This service was anticipated to be less that $25,000 and based on that estimate City staff posted the specifications on DemandStar (Onvia) to allow potential vendors to submit quotes for this work. The deadline was December 27, 2016 at 1:30p.m. and the City received one response from Evoqua, but the amount came in at $28,481.00.

Purchases in excess of $25,000 requires Commission approval, so in accordance with City purchasing policies staff is requesting Commission approval for this purchase.

The degasifier and off-gas scrubber are essential unit operations within the West Water Treatment Plant (West WTP) process. The degasifier removes gases such as carbon dioxide, methane and hydrogen sulfide that cause odor and taste issues in potable water by passing an up-flow stream of air through a down-flow of water. The degasifier effluent air then passes through the off-gas scrubber which utilizes sodium hydroxide and chlorine to neutralize the entrained nuisance gases described above.

The degasifier and off-gas scrubber at the West WTP are typically cleaned every five (5) years as part of its ongoing maintenance program to preserve proper operation and efficiency. To facilitate this, a bid for cleaning services was advertised on Demandstar utilizing a variety of commodity codes. Evoqua was the sole respondent.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The efficient operation of the degasifier and off-gas scrubber directly impacts the quality of potable water. Thus, performing this routine maintenance will ensure continued good water quality for home and industrial users.

FISCAL IMPACT: Budgeted Funds are available in account: 401-2811-536-49-17.

ALTERNATIVES:
The City could choose to not perform the maintenance at this time. However, the proper operation and efficiency of the degasifier and off-gas scrubber will be negatively impacted and, in turn, impact the quality of water to consumers.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: **No**

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Addendum	Degasifier Cleaning Quote 2017
Addendum	Demandstar Commodity Codes

REVIEWERS:

Department	Reviewer	Action	Date
Utilities	Groff, Colin	Approved	2/13/2017 - 10:27 AM
Finance	Howard, Tim	Approved	2/13/2017 - 3:48 PM
Legal	Swanson, Lynn	Approved	2/16/2017 - 9:54 AM
City Manager	LaVerriere, Lori	Approved	2/16/2017 - 10:11 AM

DEMANDSTAR by ONVIA

Supplier Quote Detail

Quote Number AA006

Quote Name Degassifier & Scrubber Cleaning

Date Due 12/27/2016 1:00:00 PM Eastern

Delivery Requirements None specified

Response Submitted By **Evoqua Water Technologies LLC**
Preparer: Jennifer Miller
2650 Tallevast Road
Sarasota FL 34243
United States of America
Ph: 9413597930
Fax: 9413597985
Email: municipalservices@evoqua.com

#	Description	Quantity	Price (per unit of measure)	Subtotals	Award Status
1.	Degasifier Tower Cleaning: All required labor for the acid wash. Provide recirculation pump and hoses Add 50% citric acid to the sump at a pH of <4.0 to clean the two (2) towers. Monitor pH of cleaning solution. Drain and rinse the towers. Inspect the packing media. Provide Cleaning Summary/Report. **Supplier quoted alternate:** Use of NSF muriatic instead of citric	1 LS	$17,952.00	$17,952.00	Award now?
2.	Odor Scrubber Acid Wash Cleaning: Complete acid wash of the system All required labor for the acid wash. Inspection of the packing media. Inspection of all the internal spray nozzles and spray patterns. Startup of the systems. All necessary drums of acid for the cleaning.	1 LS	$10,529.00	$10,529.00	Award now?
			Total:	$28,481.00	

Subtotals will be rounded up to the nearest cent

Award Selected Items

Additional Supplier Information

Delivery Details 45 Days After Receipt of Order (ARO)

Additional Details Use of muriatic acid instead of citric. If material or service was needed to make repairs above $100 then we would provide a proposal for additional work.

Buyer Information

Specifications 1. City to lockout vessel for cleaning. 2. Cleaning water to be disposed of in the nearby sanitary sewer.

Insurance & Additional Requirements General Liability and workers compensation. Automobile liability. City of Boynton Beach must be named additional insured for general liability only.

Terms & Conditions None

Quote List << Return

DemandStar is a product of Onvia, Inc. (c) 1997-2017. All rights reserved. | Terms of Use | Privacy

Selected Commodity Codes

016-929-00	EQUIPMENT MAINTENANCE AND REPAIR SERVICES FOR AGRICULTURAL, CONSTRUCTION, HEAVY INDUSTRIAL, MATERIAL HANDLING, AND ROAD AND HIGHWAY EQUIPMENT
022-909-00	BUILDING CONSTRUCTION SERVICES, NEW, INCLUDING MAINTENANCE AND REPAIR SERVICES
022-912-00	CONSTRUCTION SERVICES, GENERAL, INCLUDING MAINTENANCE AND REPAIR SERVICES)
022-913-00	CONSTRUCTION SERVICES, HEAVY, INCLUDING MAINTENANCE AND REPAIR SERVICES
030-885-00	WATER AND WASTEWATER TREATING CHEMICALS
030-890-08	Chlorination Equipment, Including Parts and Accessories
030-890-13	Clarifiers and Settlers, Separators
030-890-15	Complete Water Treatment Systems, Chemical
030-890-52	Removal Equipment, Water Treatment: Ammonia, Bacterial, Iron, Etc.
030-890-53	Separation and Treatment Equipment, Oil/Water
030-890-81	Water Main Cleaning Equipment
030-890-84	Water Odor Control Equipment
030-890-87	Water Treatment Equipment (Not Otherwise Classified)

Close

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

REQUESTED ACTION BY COMMISSION: Approve increase to Purchase Order 170043 issued to Culpepper Plumbing of West Palm Beach, FL to $35,000.

EXPLANATION OF REQUEST:
Explanation of Request: The City of Boynton Beach (City) issued Blanket Purchase Order #170043 on October 1, 2016 with an estimated annual expense of $10,000 for FY 16/17 to Culpepper Plumbing (Culpepper), based on three (3) quotes in accordance with the City's purchasing policies.

The Utilities Department utilizes Culpepper for the purpose of performing routine maintenance to Master Lift Station # 317, which is our busiest station in the collection system. This includes pumping out and cleaning out the Master Lift Station every four months to remove floating wastewater debris. Emphasis is directed to this particular Master Station because of the persistent presence of excess sanitary wipes and rags in the wet well resulting in the clogging of the pumps.

To date for FY 16/17, expenditures for Culpepper's maintenance service total $23,060. Unforeseen purchases related to the increased frequency of the clogging of pumps within the Master Station have resulted in additional invoices exceeding the $25,000 limit. Currently, there is $1,140 available in the purchase order. Utilities recommend approving the outstanding invoices for payment in the amount of $4,790 and also recommend approving an additional $10,800.00 be added to the purchase order. The revised purchase order amount will be $35,000. Due to the increasing need the City is also considering procurement alternative including issuing a bid for this type of service.

In accordance with the City's purchasing policy APM 10.00.01 commodity purchases in excess of $25,000 requires Commission approval.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Approval for payment of these invoices and subsequent purchase order increase will allow for uninterrupted maintenance services.

FISCAL IMPACT: Budgeted
Funds are available in account: 401-2816-536-49-17.

ALTERNATIVES:
None. Disruption in the performance of maintenance will result in pump failure and may result in sanitary sewer overflows which create regulatory infractions, and endangers the environment and the public.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Addendum	Culpepper paid invoices
Addendum	Culpepper purchase order

REVIEWERS:

Department	Reviewer	Action	Date
Utilities	Groff, Colin	Approved	2/13/2017 - 10:26 AM
Finance	Howard, Tim	Approved	2/13/2017 - 3:33 PM
Legal	Swanson, Lynn	Approved	2/16/2017 - 9:54 AM
City Manager	LaVerriere, Lori	Approved	2/16/2017 - 10:11 AM

Culpepper Plumbing LLC
766 Pike Rd.
West Palm Beach, FL 33411

Invoice Date 10/21/2016 **Invoice #** 21316

INVOICE

Job At:
Lift Station# 317
Boynton Beach Blvd & Congress
Boynton Beach, FL 33425

Phone # (561) 478-7878 **Fax #** (561) 689-4977

Bill To:
City Of Boynton Beach
Financial Services Department
P.O. Box 310
Boynton Beach, FL 33425

PLEASE PAY THIS AMOUNT $2,395.00

Make checks payable to: **Culpepper Plumbing L.L.C.**

☐ Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

Have E-Mail? Please write it here: _____

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

H01-2816-526-49-17

170043

P.O. No.	Terms	Due Date	Rep	Project
~~161443~~	C.O.D	10/21/2016		

Item	Description	Qty	Rate	Amount
21 Lift station s...	Lift station Service - Pumped Out and Cleaned Master Liftstation and Pressure washed walls with Vactor Truck. Dumped waste material at designated waste facility provided by City. 2 Technicians	1	2,395.00	2,395.00

CLEANING OF WETWELL DEBRIS
@ MASTER STATION #317
PO # 161443
11/22/16

RECEIVED
NOV 21 2016
CITY OF BOYNTON BEACH UTILITIES

MR

HTE 11/30/16 MR

Thank you for your business.

Total	$2,395.00
Payments/Credits	$0.00
Balance Due	$2,395.00

Billing Inqueries? Call **(561) 478-7878**

E-mail
CulpepperPlumbingInc@hotmail.com

Web Site
Culpepperplumb[illegible]

Culpepper Plumbing LLC
766 Pike Rd.
West Palm Beach, FL 33411

Invoice Date 11/9/2016 **Invoice #** 21345

INVOICE

Job At:
Lift Station# 317
Boynton Beach Blvd & Congress
Boynton Beach, FL 33425

Phone # (561) 478-7878 **Fax #** (561) 689-4977

Bill To:
City Of Boynton Beach
Financial Services Department
P.O. Box 310
Boynton Beach, FL 33425

PLEASE PAY THIS AMOUNT $2,995.00

Make checks payable to: **Culpepper Plumbing L.L.C.**

☐ Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

Have E-Mail? Please write it here: _____

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

401-2816-536-49-17

170043

P.O. No.	Terms	Due Date	Rep	Project
~~161443~~		11/9/2016		

Item	Description	Qty	Rate	Amount
21 Lift station s...	Lift station Service - Pumped Out and Cleaned Master Liftstation and Pressure washed walls with Vactor Truck. Dumped waste material at designated waste facility provided by City. 2 Technicians	1	2,395.00	2,395.00
25 Pump Truck	Pump Truck Services	4	150.00	600.00

CLEANING OF WET WELL DEBRIS
@ master #317
PO# ~~161443~~
11/22/16

RECEIVED
NOV 21 2016
CITY OF BOYNTON BEACH UTILITIES

HTE 11/30/16

Thank you for your business.

Total	$2,995.00
Payments/Credits	$0.00
Balance Due	$2,995.00

Billing Inqueries? Call **(561) 478-7878**

E-mail
CulpepperPlumbingInc@hotmail.com

Web Site
Culpepperplumbing.com

Culpepper Plumbing LLC
766 Pike Rd.
West Palm Beach, FL 33411

Invoice Date 11/10/2016 **Invoice #** 21298

INVOICE

Job At:
Lift Station# 317
Boynton Beach Blvd & Congress
Boynton Beach, FL 33425

Phone # (561) 478-7878 **Fax #** (561) 689-4977

Bill To:
City Of Boynton Beach
Financial Services Department
P.O. Box 310
Boynton Beach, FL 33425

PLEASE PAY THIS AMOUNT $2,395.00

Make checks payable to: **Culpepper Plumbing L.L.C.**

☐ Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

Have E-Mail? Please write it here: _____

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

401-2816-536-49-17

P.O. No.	Terms	Due Date	Rep	Project
170043 ~~161445~~		11/10/2016		

Item	Description	Qty	Rate	Amount
21 Lift station s...	Lift station Service - Pumped Out and Cleaned Master Liftstation and Pressure washed walls with Vactor Truck. Dumped waste material at designated waste facility provided by City. 2 Technicians	1	2,395.00	2,395.00

CLEANING OF WET WELL DEBRIS @ MASTER STATION# 317
PO # ~~161445~~
11/22/16

RECEIVED
NOV 21 2016
CITY OF BOYNTON BEACH UTILITIES

HTE 11/30/16

Thank you for your business.

Total	$2,395.00
Payments/Credits	$0.00
Balance Due	$2,395.00

Billing Inqueries? Call (561) 478-7878

E-mail
CulpepperPlumbingInc@hotmail.com

Web Site
Culpepperplumbing.com

Culpepper Plumbing LLC
766 Pike Rd.
West Palm Beach, FL 33411

Invoice Date 11/11/2016 **Invoice #** 19624

INVOICE

Job At:
Lift Station# 317
Boynton Beach Blvd & Congress
Boynton Beach, FL 33425

Phone # (561) 478-7878 **Fax #** (561) 689-4977

Bill To:
City Of Boynton Beach
Financial Services Department
P.O. Box 310
Boynton Beach, FL 33425

PLEASE PAY THIS AMOUNT $2,395.00

Make checks payable to: **Culpepper Plumbing L.L.C.**

☐ Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

Have E-Mail? Please write it here: _____

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

H01-2816-536-49-17

170043

P.O. No.	Terms	Due Date	Rep	Project
~~161~~443		11/11/2016		

Item	Description	Qty	Rate	Amount
21 Lift station s...	Lift station Service - Pumped Out and Cleaned Master Liftstation and Pressure washed walls with Vactor Truck. Dumped waste material at designated waste facility provided by City. 2 Technicians	1	2,395.00	2,395.00

Cleaning of wet well Debris
& master station# 317
PO# 161443
11/22/16

RECEIVED
NOV 21 2016
CITY OF BOYNTON BEACH UTILITIES

ENTERED

12/12/16

HTE 11/30/16 (NO $)

Thank you for your business.

Total	$2,395.00
Payments/Credits	$0.00
Balance Due	$2,395.00

Billing Inqueries? Call **(561) 478-7878**

E-mail
CulpepperPlumbingInc@hotmail.com

Web Site
Culpepperplumbing.com

FINANCE/PROCUREMENT
BLANKET PURCHASE ORDER REQUEST FORM
2016 - 2017

Date: August 18, 2016 **2015-2016 PO #:**

Requesting Department: Utilities **Contact Person:** Jim Hart

Explanation for Purchase:
Pump out and clean Master Lift Station #317 every four (4) months to remove floating wastewater debris. We have a big problem with that station of baby wipes and rags clogging up the system. We need to continue this on a regular basis to try and keep the debris levels lower. They would need two (2) days for each cleaning. We have used Shenandoah in the past and have not had the best results with there work. Culpepper is only $90 more per cleaning and we would prefer to use them. We have used Culpepper in the past for this type of work and they have done a good job for us.

Recommended Vendor Culpepper Plumbing **VENDOR #** 12476

Estimated Annual Expenditure $ 10,000.00

Source for Purchase (attach backup materials/bids/quotes and/or sole source letters)

- ☐ State Contract #
- ☐ SNAPS*
- ☐ Piggy-Back* Agency
- ☐ $500-$1999 (3 verbal quotes--incl in explanation)
- ☐ GSA*
- ☐ PRIDE/RESPECT*
- ☐ SOLE SOURCE (requires letter from manufacturer)
- ☐ BID*
- ☑ $2000-$24,999.00 (3 written quotes--attached)

☐ ***INCREASE to Original Blanket PO #*** _____ ***Amount:*** _____

☐ ***DECREASE to Original Blanket PO*** _____ ***Amount:*** _____

Fund Source:

Item Description	Account No.	Budgeted Amt.	Requested Amt.
cleaning Master Station 317	401-2816-536-49-17	$ 10,000.00	

Bg.111

Approvals:

Department Head/Designee _____ Date 8/26/16

Finance Director _____ Date _____

Any questions? Please refer to Policy Manual: S/Procurement Services info/Policies Procurement Services APM Chapter 10/APM4

Culpepper Plumbing L.L.C.

766 Pike Rd.
West Palm Beach, FL 33411

Estimate

Date	Estimate #
8/3/2016	124604

Name / Address
City Of Boynton Beach Financial Services Department P.O. Box 310 Boynton Beach, FL 33425

Ship To
Lift Station# 317 Boynton Beach Blvd & Congress Boynton Beach, FL 33425

P.O. No.	Terms	Rep	Account #	Project

Item	Description	Qty	Rate	Total
21 Lift station ser...	Lift station Service - Pump Out and Clean Master Liftstation and Pressure wash walls with Vactor Truck. Dump waste material at designated waste facility provided by City. 2 Technicians ****This Rate is the Per Day Price. We expect this job to take 2-3 days to complete.****	1	2,395.00	2,395.00

Thank you for your business.

Total $2,395.00

Phone #	Fax #	E-mail	Web Site
(561) 478-7878	(561) 689-4977	CulpepperPlumbingInc@hotmail.com	Culpepperplumbing.com

SHENANDOAH
CONSTRUCTION
1888 N.W. 22nd Street • Pompano Beach, FL 33069
(954) 975-0098 Fax: (954) 975-9718

PROPOSAL #P3589

DATE: July 11, 2016
SUBMITTED TO: Boynton Beach, City of
STREET: 124 East Woolbright Road
CITY, STATE & ZIP: Boynton Beach, FL 33435
PHONE: (561) 742-6422
FAX:
EMAIL: paternitij@bbfl.us
JOB NAME: Cleaning Master Station 317
ATTENTION: Jim Hart/ Joseph Paterniti

We propose to furnish a crew and all necessary equipment to remove as many solids as possible , rags etc. We will drain as much liquid as possible at the station prior to dumping at the approved site in Boynton. There may be issues that prohibit us from getting as much solid debris as the city expects per load. We can explain on site why if a representative from the city is present. Our goal is to get 15-20 cubic yards of sludgy debris from the station per day. The estimate below is to supply a Large Vac truck with an operator a support truck and 2 helpers for 4 days. This work will be performed at our following hourly and/or unit prices:

Jet Vac Truck (3200 Gal Tank)	(at $165.00 Per Hour)	40 hour(s)	$6,600.00
Support Truck	(at $35.00 Per Hour)	40 hour(s)	$1,400.00
Disposal Pass Through Delray Regional Plant	(at $0.00 Per Truck Load)	0 truck load(s)	$0.00
Additional Third Man working Flex Hose	(at $35.00 Per Hour)	40 hour(s)	$1,400.00
Estimated Total:			**$9,400.00**

NOTE: One way travel time for all hourly vehicles listed above. Three hour minimum. This proposal includes removal of all loose debris from the structures only. Pipe/s not included. (excluding hazardous waste), if non-hazardous contaminated liquids or soils are encountered, such as oil, gas, fuel, hydraulic oil, etc., the customer will be required to have the material analyzed, by an approved lab, then approved by a disposal facility, prior to Shenandoah transporting and disposing of the material, additional cost for specialty hauling and disposal will be applied to the invoice, along with documented receipt.. However, we are not responsible for problems occurring during or after cleaning due to pre-existing condition, original installation or design.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

SIGNATURE:

SHENANDOAH GENERAL CONSTRUCTION CO.	TITLE	DATE
Staffin Zebarth	Estimator	07/11/2016

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: _____

COMPANY NAME: DATE:
REPRESENTATIVE: TITLE:

Hart, James

From: Laura A Camhi <dannysseptic@comcast.net>
Sent: Friday, July 22, 2016 11:39 AM
To: Hart, James
Subject: Re: Wet Well Cleaning quote for Master Station #317

Hello Mr. Hart,

Unfortunately, we do not do this type of work. You will need a Vactor company, Shenandoah 954-975-0098.

Thank you

From: "James Hart" <hartj@bbfl.us>
To: "culpepperplumbinginc@hotmail.com" <culpepperplumbinginc@hotmail.com>, "dannysseptic@comcast.net" <dannysseptic@comcast.net>, "southernsepticfl@yahoo.com" <southernsepticfl@yahoo.com>
Cc: "George Peck" <peckg@bbfl.us>, "Joseph Paterniti Jr." <PaternitiJ@bbfl.us>, "James Hart" <hartj@bbfl.us>
Sent: Friday, July 22, 2016 9:57:01 AM
Subject: Wet Well Cleaning quote for Master Station #317

Everyone,

The City of Boynton Beach is preparing to set up a yearly open purchase order starting October 1st. 2016 for the cleaning and removal of wastewater debris at our Master Sewage Pumping Station #317. The Master Station is located at 1521 West Boynton Beach Blvd. just west of Congress Ave. next to the Burger King restaurant.

The scope of the work that we are looking for is to remove the **floating** wastewater debris (i.e. Rags, wipes, paper products etc.) from our wet well every 4 months. The wet well measures 31ft. x 10 ft. x 8 ft. Typically we would expect with a 4 month rotation anywhere from 10-20 cubic yards of floating debris which would have to be removed. The debris removed by your Vactor trucks can be dumped at the Delray Regional Wastewater Plant located 1801 N. Congress Ave. Delray Beach. This plant is located directly across from the Hunter's Run Community and is approximately 3-4 miles away from Master Station #317. There would be no dumping fees to empty the debris from your trucks so therefore would not have to be included in your quote.

If interested, we would like to have you send us a quote for your hourly rates for Trucks , Labor ,additional man hours etc. that you feel may be associated with the work.

If you need additional information or would like to visit the site before preparing your quote, please contact me at 561-742-6422 or by email so that we can arrange a meeting time.

Thank you in advance for your interest,

Jim Hart

Asst. Supervisor Utility Pumping

James Hart, Assistant Supervisor Utilities
Boynton Beach Utilities
City of Boynton Beach
124 E. Woolbright Rd. | Boynton Beach, Florida 33435
o: 742-6422
hartj@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.

QUOTES

WET WELL CLEANING MASTER 317
WET WELL 10' x 31' x 8'

1) Danny's Septic 561-689-1555
email: DANNYSSEPTIC@comcast.net

2) Potty Doctor 561-582-0334
(DOES not DO this work!) VERBAL NO QUOTE!

3) Culpepper Plumbing 561-478-7878
email: culpepperplumbing inc@Hotmail.com
(SHAWN)

4) Southern Septic (Roy) 561-968-8081
email: SOUTHERNSEPTICFL@yahoo.com

MASTER 317 → 1521 W. Boynton Bch Blvd
Boynton Bch FL 33435

Regional plant → 1801 N. Congress Ave
Delray Beach, FL

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

REQUESTED ACTION BY COMMISSION: Accept the written report to the Commission for purchases over $10,000 for the month of January 2017.

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 January 2017:

Purchase Order	Vendor	Amount
170701	Beth Ravitz	$ 21,320.00
170716	TSC-Jacobs, Inc.	$ 12,960.50
170717	Waco Filters Corp	$ 10,035.00
170729	CH2M Hill Engineers	$ 22,246.00
170739	Southeastern Pump Corp	$ 12,965.00

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: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Attachment	Purchases over $10K-January 2017 Backup

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	2/8/2017 - 10:18 AM
Finance	Howard, Tim	Approved	2/8/2017 - 10:18 AM
City Manager	LaVerriere, Lori	Approved	2/16/2017 - 9:21 AM

CITY OF BOYNTON BEACH
APPROVED REQUESTS FOR PURCHASES OVER $10,000
FOR JANUARY 2017

1. Vendor: Beth Ravitz **Purchase Amount:** $21,320.00

Requesting Department: Recreation **Contact Person:** Wally Majors
Date: 1/20/17

Brief Description of Purchase:
Sway fun public art wall at Barrier Free Park; Resolution 16-174 approved by Commission 12/19/16.

Source for Purchase: Other - Resolution R16-174 **Fund Source:** 141-2730-572-63-12

2. Vendor: TSC-Jacobs, Inc. **Purchase Amount:** $12,960.50

Requesting Department: Utilities **Contact Person:** Bevis Pigott
Date: 1/25/17

Brief Description of Purchase:
Replacement Chlorine Feed Pump.

Source for Purchase: Sole Source **Fund Source:** 403-5000-533-65-02 WTR020

3. Vendor: Waco Filters Corp **Purchase Amount:** $10,035.00

Requesting Department: Utilities **Contact Person:** Bevis Pigott
Date: 1/25/17

Brief Description of Purchase:
Replacement Cartridge Filters required for membrane pre-treatment process.

Source for Purchase: Piggyback Martin Co. Bid #RFB-2012-2551 **Fund Source:** 401-2811-536-52-75

4. Vendor: CH2M Hill Engineers **Purchase Amount:** $22,246.00

Requesting Department: Utilities **Contact Person:** Bevis Pigott
Date: 1/31/17

Brief Description of Purchase:
Task Order No. R13-063-11. Hydrogeologic Services for deep injection well IW-1 mechanical integrity testing at the West Water Treatment Plant.

Source for Purchase: Bid #065-2821-16/DJL **Fund Source:** 401-2811-536-49-17

5. Vendor:	Southeastern Pump Corp	**Purchase Amount:**	$12,965.00
Requesting Department:	Utilities	**Contact Person:**	Bevis Pigott
		Date:	1/31/17

Brief Description of Purchase:
This pump is for the pump replacement program to update the pumps at Master Station #213.

Source for Purchase:	Three Written Quotes	**Fund Source:**	403-5000-535-65-04 SWR075

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. #: 170701
DATE: 01/20/17

VENDOR 10346

TO: BETH RAVITZ (1099)
649 NE 17TH AVE
FT LAUDERDALE, FL 33304

SHIP TO:
City of Boynton Beach
TENNIS CENTER
3111 S CONGRESS AVENUE
BOYNTON BEACH, FL 33426

REQUISITION NO. 68135	ORDERING DEPARTMENT: RECREATION AND PARKS		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	MATERIAL PURCHASE STONE CLADDING & STAINLESS STEEL 50% deposit due upon contract signing.	10660.0000	10660.00
2	1.00	EA	INSTALL STONE CLADDING AND STEEL PANELS 35 % due upon fabrication.	7462.0000	7462.00
3	1.00	EA	DELIVERY AND INSTALLATION Final payment of 15% due upon approval.	3198.0000	3198.00

REMARKS:
SWAY FUN PUBLIC ART WALL AT BARRIER FREE PARK
R16-174; COMMISSION ADOPTED 12/19/16.

PROCUREMENT SERVICES:	1/20/17	P.O. TOTAL:	21320.00

ACCOUNT NO.
141-2730-572.63-12

PROJECT

PURCHASE REQUISITION NBR: 0000068135

REQUISITION BY: RECREATION AND PARKS

STATUS: DEPT APPROVAL
REASON: SWAY FUN PUBLIC ART WALL AT BARRIER FREE PK

DATE: 1/12/17

SHIP TO LOCATION: TENNIS CENTER

SUGGESTED VENDOR: 10346 RAVITZ (1099), BETH

DELIVER BY DATE: 3/15/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	MATERIAL PURCHASE STONE CLADDING & STAINLESS STEEL 50% deposit due upon contract signing. COMMODITY: ART OBJECTS SUBCOMMOD: MIXED MEDIA	1.00	EA	10660.0000	10660.00	
2	INSTALL STONE CLADDING AND STEEL PANELS 35 % due upon fabrication. COMMODITY: ART OBJECTS SUBCOMMOD: MIXED MEDIA	1.00	EA	7462.0000	7462.00	
3	DELIVERY AND INSTALLATION Final payment of 15% due upon approval. COMMODITY: ART OBJECTS SUBCOMMOD: MIXED MEDIA	1.00	EA	3198.0000	3198.00	
				REQUISITION TOTAL:	21320.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	14127305726312	IMPVTS OTHER THAN BLDGS. RECREATION IMPVS		100.00	10660.00
2	14127305726312	IMPVTS OTHER THAN BLDGS. RECREATION IMPVS		100.00	7462.00
3	14127305726312	IMPVTS OTHER THAN BLDGS. RECREATION IMPVS		100.00	3198.00
					21320.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

R. Clude
1/17/17

APPROVALS

City Manager Comm. Approved Date 12/19/16
Finance Dept. Date 1/17/17
Risk Manager Date 1-18-17
~~City Attorney~~ Date

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

Date: 1/10/2017

Requesting Department: Recreation & Parks **Contact Person:** Sherry Claude

Explanation for Purchase:
Sway Fun Public Art Wall at Barrier Free Park Resolution 16-174 approved by City Commission 12/19/16

Recommended Vendor Beth Ravitz

Dollar Amount of Purchase 21,320

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: Resolution 16-174 City Commission

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

Fund Source for Purchase:
141-2730-572-63-12
PARKS & REC FAC TRUST FUND

Approvals:

Department Head	S. Claude	Date	1/17/17
Purchasing Agent	[illegible]	Date	1/9/17
Asst City Manager		Date	
City Manager	Comm Approved	Date	12/19/16

Form Revised 02/01/02

Public Artist/Consultant

Beth Ravitz

Fine Artist/Sculptor

www.bethravitz.com

11831 Highland Place · Coral Springs · FL · 33071

954·701·2118

bethravitz@gmail.com

January 2, 2017

Timeline for the projects mile stones and the payment schedule

SWAY FUN WALL AT BARRIER FREE PARK

Boynton Beach, Florida

Polished stainless steel and natural stone wall cladding

TIME LINE:

Material Purchase:

stone cladding and stainless steel _____ 1 month

Upon signing contract. 50% deposit $10,660

Fabrication: _____ 1 month

35% $7,462

Stone cladding: approx 1000 sq feet. Installation of natural stone cladding to wall and adhered with thinset, mortar, and then grout.

Polished stainless steel panels. 20 feet total of polished stainless steel panels split into two 10 feet panels (each 10 foot panel to be cut into 3 pieces for easier damage replacement) They will be located 2 feet from the center of the wall and extending to the stone at each end. Install to be both mechanical fasteners plus adhesive.

Delivery and Installation: _____ 2 weeks

Final Payment upon approval 15% $3,198

TOTAL $21,320

***Photo documentation will be provided with 2nd and 3rd invoice.**

Recreation & Parks Department

PURCHASE REQUEST

DATE 1/10/17 SECTION: Barrier Free Park

PURPOSE/JUSTIFICATION/PROJECT: Sway Fun Public Art Wall at Barrier Free Park
Resolution 16-174 approved by City Commission 12/19/16

To be paid in 3 installments - 50% deposit due immediately; 35% upon fabrication; 15% final payment upon delivery.

ITEMS: (If more than 4 items, attach company's order form which will be sent w/p.o.)

	Description	Item #	Quantity	Price each
1.	SEE ATTACHED			
2.				
3.				
4.				

PURCHASING GUIDELINES:		
	$ 0 - $500	no quotes required – use credit card if vendor accepts
	$ 501 - $1,999	3 VERBAL QUOTES (contact name & phone number required)
	$ 2,000 - $24,999	3 WRITTEN QUOTES (items over $10,000, must complete and attach the *Request for Purchases over $10,000* form)
	$ 25,000 & Up	FORMAL SEALED BIDS BY PURCHASING

Purchase of a single item over $750 must be made using a capital account (60 series)

PRICE QUOTES (check one): VERBAL: ☐ WRITTEN: ☑ (attach quotes)

	COMPANY NAME	PHONE #	REPRESENTATIVE	AMOUNT
1.	Beth Ravitz	954-701-2118		$21,320
2.				
3.				

** ☐ Check here for return of purchase order; return to

VENDOR NAME: Beth Ravitz VENDOR # 10346
(if vendor not in system, a completed W-9 must be attached)

ADDRESS: 11831 Highland Place
Coral Springs, FL 33071

PHONE #: 954-701-2118

Remember to use the Inventory Tracking Form, if appropriate, when you receive your items.
Refer to department APM policy "Inventory Control" for details.

ACCOUNT NUMBER: 141-2730-572-63-12 PROJECT #: (if applicable)

SIGNATURE: [signature] APPROVED BY: [signature]

S:\Recreation & Parks\Shared Files\Forms\Purchase Request Form.doc, Revised 5/1/15

Req. 68135 Entered 1/17/17 BY [signature]

6.G.
CONSENT AGENDA
12/19/2016

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 12/19/2016

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R16-174 - Approve Budget Amendment for the Park & Rec Facilities Fund for the FY 2016-17 budget, increasing the appropriated budget from $209,020 to $231,020, which will adjust budgeted appropriations, revenue sources and provide spending authority for anticipated expenditure of $22,000 for purchase and installation of the Sway Fun Public Art Wall at Barrier Free Park.

EXPLANATION OF REQUEST:
The approved FY 16/17 budget of $209,020 included a $200,000 piece of playground equipment for Barrier Free Park.

This amendment will increase The Parks & Recreation Park Impact Fee Fund (Fund 141) by $22,000 for the installation of the Sway Fun Public Art Wall.

The initial phase of the development of Barrier Free Park was completed in December 2010.

Recently, the Hunters Run Community Relations Board donated $4,000 towards the purchase and installation of the Sway Fun Public Art Wall. The "sway fun" is a piece of equipment that glides back and forth over the "swamp" at Barrier Free Park. It has enough room for two wheelchairs and plus benches for other passengers. It is nested in a long curved wall and provides children the sensation of motion as if they were on a boat on the water.

The Sway Fun Public Art Wall was designed by Beth Ravitz, who has been involved with the park development since it began in 2007. Beth designed several areas in the park incorporating public art to enhance the it's fish camp theme. Natural looking multi-textured stone and polished steel panels will be installed on the wall's surface.

This resolution will adjust the following FY 16/17 approved budgeted amounts:

Revenue:
Increase Donation - 141-000-369-30-00 - $4,000
Increase Fund Balance Appropriated - 141-000-369-91-00 - $18,000
Expenditures:
Increase Recreation Improvements - 141-2730-572-63-12 - $22,000

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This will add an exciting public art element to Barrier Free Park.

FISCAL IMPACT: Non-budgeted
Cost to purchase and install the art work is $21,320 to be paid from 141-2730-572-63-12. Funding will come from the $4,000 Hunters Run Donation and $17,320 from the Parks & Recreation Facilities Impact Fee Fund (141) fund balance.

ALTERNATIVES: Do approve the purchase and installation of the Sway Fun Public Art Wall.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
D	Resolution	Resolution
D	Exhibit	Capital Appropriation Amendments - Exhibit A

REVIEWERS:

Department	Reviewer	Action	Date

CITY OF BOYNTON BEACH
CAPITAL APPROPRIATION AMENDMENTS
BUDGET YEAR 2016-17, Commission Meeting 12/20/16

Exhibit A

		2016/17 AMENDED BUDGET	Amendment Revenue	Amendment Expenditures	2016/17 REVISED BUDGET
CAPITAL IMPROVEMENT FUND					
141-0000-369-30-00	OTHER MISC. REVENUE / DONATIONS	8,000	4,000		12,000
141-0000-389-91-00	FUND BALANCE APPROPRIATED	126,720	18,000		144,720
	Adopted Fund Total Revenues	**209,020**	**22,000**		**231,020**
141-2730-572-63-12	RECREATION IMPVS	54,663		22,000	76,663
	Adopted Fund Total Expenses	**209,020**		**22,000**	**231,020**

RESOLUTION R16-174

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING THE ADOPTED BUDGET FOR THE PARK & REC FACILITY TRUST FUND FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, a final budget was approved by the City Commission on September 20, 2016, for the fiscal year 2016-2017; and

WHEREAS, the City Manager is recommending amend the amount necessary to be appropriated for fiscal year 2016-2017 for the Park & Rec Facility Trust Fund.

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

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 Boynton Beach, Florida, hereby amending the appropriated FY 2016-2017 budget for the Park & Rec Facility Trust Fund from $209,020 to $231,020. A copy of such amendment is attached hereto as Exhibit "A" and the appropriations set out therein for the fiscal year beginning October 1, 2016 and ending September 30, 2017, to maintain and carry on the government of the City of Boynton Beach.

Section 3. That there is hereby appropriated revised amounts to the Park & Rec Facility Trust Fund (see Exhibit A) pursuant to the terms of the budget.

Section 4. If any clause, section or other part of this Resolution shall be held by

any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

Section 5. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 19th day of December, 2016.

CITY OF BOYNTON BEACH, FLORIDA

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

VOTE 5-0

ATTEST:

Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

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. #: 170716
DATE: 01/25/17

VENDOR 8199

TO: TSC-JACOBS INC
11021 COUNTRYWAY BLVD.
TAMPA, FL 33626

SHIP TO:
City of Boynton Beach
WEST WATER ADMIN
5469 W. BOYNTON BCH BLVD.
BOYNTON BEACH, FL 33437

REQUISITION NO. 68178	ORDERING DEPARTMENT: UTIL PWT L. LIBERUS 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	EA	METERING PUMP Eclipse Hypo Size 25 , CARBON FILLED P Base, SILICON CARBIDE Bearings, VITON ORings, NEMA 56C Motor, 2B350	9582.5000	9582.50
2	1.00	EA	KOPKIT EH25XBV-STD	3233.0000	3233.00
3	1.00	EA	FREIGHT	145.0000	145.00

REMARKS:
Replacement Chlorine Feed Pump at West Water Treatment Plant.
ATTN: Leon Liberus, Chief Operator

PROCUREMENT SERVICES:		P.O. TOTAL: 12960.50
ACCOUNT NO. 403-5000-533.65-02	PROJECT WTR020	

PURCHASE REQUISITION NBR: 0000068178

REQUISITION BY: UTIL PWT L. LIBERUS MR

STATUS: DEPT APPROVAL
REASON: REPLACEMENT CHLORINE FEED PUMP AT WWTP

DATE: 1/19/17

SHIP TO LOCATION: WEST WATER PLANT ADMIN

SUGGESTED VENDOR: 8199 TSC-JACOBS INC

DELIVER BY DATE: 2/03/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	METERING PUMP Eclipse Hypo Size 25 , CARBON FILLED P Base, SILICON CARBIDE Bearings, VITON ORings, NEMA 56C Motor, 2B350 COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: PUMPS & PUMP ACCESSORIES	1.00	EA	9582.5000	9582.50	
2	KOPKIT EH25XBV-STD COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: PUMPS & PUMP ACCESSORIES	1.00	EA	3233.0000	3233.00	
3	FREIGHT COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: PUMPS & PUMP ACCESSORIES	1.00	EA	145.0000	145.00	

REQUISITION TOTAL: 12960.50

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	40350005336502	UTIL CONST IN PROGRESS R&R - WATER	WTR020 Water Plant Rprs-Mechanic	100.00	9582.50
2	40350005336502	UTIL CONST IN PROGRESS R&R - WATER	WTR020 Water Plant Rprs-Mechanic	100.00	3233.00
3	40350005336502	UTIL CONST IN PROGRESS R&R - WATER	WTR020 Water Plant Rprs-Mechanic	100.00	145.00
					12960.50

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Sole Source

APPROVALS

City Manager _____ Date 1/24/17

Finance Dept. _____ Date 1/20/17

Risk Manager _____ Date

City Attorney _____ Date

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

Date: 1/19/2017

Requesting Department: Utilities **Contact Person:** Leon liberus

Explanation for Purchase:
Replacement Chlorine Feed Pump.

Recommended Vendor TSC Jacobs #8199

Dollar Amount of Purchase $12,960.50

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:
Account#: 403-5000-533-65-02 WTR020

Approvals:

Department Head	[signature]	Date	1-19-17
Purchasing Agent	[signature]	Date	1/20/17
Asst City Manager		Date	
City Manager	[signature]	Date	1/24/17

Form Revised 02/01/02

REQUEST FOR REQUISITION

H.T.E. ENTRY DATE:	**01/19/2017**
H.T.E. REQUISITION #	**68178**
Clerk:	**MR**
Procurement Ass't:	
Director:	
City Manager (non budgeted capital and/or $5000+):	

REASON FOR PURCHASE:

Replacement Chlorine Feed Pump AT WWTP

Quote#: SQAU000041-1

VENDOR INFORMATION:	**DIVISION:**		**OTHER INFORMATION:**			
Name: TSC Jacobs	Admin.	( )	Date: 01/19/2017		ASAP	(x)
Address: 11021 Countryway Blvd.	Engineering	( )	Date Needed: 02/09/2017		Confirm.	( )
Tampa, FL 33626	Cust. Rel.	( )			ASAP/Conf.	( )
	Distribution	( )	**BACKUP DOCS. SUBMITTED:**		**DELIVERY:**	
Phone (contact): Austin Moore	Water Qual.	( )	Quotes/Verbal (over $500)	( )	E. Admin. 40	( )
Phone: 813-888-5556 Fax: 813-854-2183	Pumping	( )	Quotes/Written (over $2000)	( )	E. WTP 41	( )
Vendor Number : 8199	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:WTR020	

Quan.	Unit Price	Description & Part Number	Fund	Dept	Basic	Elem	Obj	Amount
1	$9,582.50	Metering Pump Eclipse Hypo Size 25 , CARBON FILLED P Base, SILICON CARBIDE Bearings, VITON ORings, NEMA 56C Motor, 2B350	403	5000	533	65	02	$9,582.50
1	$3,233.00	KOPKIT EH25XBV-STD						$3,233.00
1	$145.00	Freight						$145.00
		Quote#: SQAU000041-1						
		Total	**403**	**5000**	**533**	**65**	**02**	**$12,960.50**

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 Chlorine Feed Pump

Quote#: SQAU000041-1

VENDOR #1: TSC Jacobs
DATE: 12/19/16
CONTACT PERSON: Austin Moore
PHONE NUMBER: 813-888-5556
QUOTE: $12,960.50

VENDOR#2:
DATE:
CONTACT PERSON:
PHONE NUMBER:
QUOTE:

VENDOR #3:
DATE:
CONTACT PERSON:
PHONE NUMBER:
QUOTE:

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

TSC-JACOBS

Date: 12/19/2016
Quote # SQAU000041-1

TSC Jacobs
11021 Countryway Blvd.
Tampa, FL 33626
813-888-5556
Fax 813-854-2183
austin@TSCJacobs.com

To:

Leon Liberus
Boynton Beach Utilities
City of Boynton Beach
5469 W. Boynton Beach Blvd.
Boynton Beach, FL 33437
861-742-6953

Salesperson	Job	Payment Terms	Freight
Austin Moore	Boynton Beach Eclipse Pump	Net 30	Included

Qty	Item	Description	Unit Price	Ext. Price
1.00	Metering Pump	Eclipse Hypo Size 25 , CARBON FILLED P Base, SILICON CARBIDE Bearings, VITON ORings, NEMA 56C Motor, 2B350	$9,582.50	$9,582.50
1.00	Parts	KOPKIT EH25XBV-STD	$3,233.00	$3,233.00
			Subtotal	$12,815.50
			Tax	$0.00
			Freight	$145.00
			Total	$12,960.50

- The complete scope of supply is as noted above. Any item not specifically noted is not included.
- Shipment 60 Days from receipt of a written order.
- Any accessories quoted are shipped loose for mounting by others unless otherwise noted.
- Installation, startup, training or other field service work IS NOT INCLUDED unless otherwise noted. Field service can be provided at a rate of $1,500 per day onsite if required.
- Pricing does not include any state, sales, use or any other taxes as may be applicable to this project.

PULSAFEEDER®
ENGINEERED PRODUCTS

Pulsafeeder, Inc.
2883 Brighton Henrietta TL Rd.
Rochester, NY14623
Phone: +1 (585) 292-8000
pulsa.com

Letter of Confirmation

January 4, 2017

To Whom It May Concern:

This letter serves as confirmation that, as of the date of this Letter of Confirmation, the Company named below is a Pulsafeeder authorized distributor and has permission to sell the products listed below in the Territory listed below in the Markets listed below:

Company	**TSC Jacobs South**
Products	Pulsa Series, Pulsa Pro, Pulsar and Eclipse pumps and their respective spare parts and accessories.
Territory	Florida
Markets	Municipal

The Company is an independent business and is not owned by, affiliated with or otherwise part of us. The Company's authorization and permission to sell the Products in the Territory in the Market does not give the Company the right to act for us, to make any warranty, guarantee, agreement or commitment for us, or to otherwise subject us to any liability or obligation, and we have no responsibility, liability or obligation of any kind for any warranty, guarantee, agreement or commitment made by the Company or any of its owners, directors, officers, managers, employees or representatives or any act, error or omission of the Company or any of its owners, directors, officers, managers, employees or representatives.

The Company's authorization and permission as described above can be terminated or modified by us at any time in our sole discretion, and we have no duty or obligation to notify anyone of any such termination or modification.

Information concerning the status of the Company's authorization as of any date after the date of this Letter of Confirmation may be obtained by writing us at the address, emailing us at the email address, or calling the number set forth below.

Best Regards,

Gary Dewolf
Director of Sales, Eastern US and Canada
Pulsafeeder, Inc.
A Unit of IDEX Corp.
Office: 585-292-8029
Cell: 585-615-4603

SPEC PULSAFEEDER. GET MORE THAN YOU EXPECT.

Pulsafeeder, Inc. is a Unit of IDEX Corporation

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. #: 170717
DATE: 01/25/17

VENDOR 10688

TO: WACO FILTERS CORP
11701 N.W. 100TH ROAD, SU
MEDLEY, FL 33178

SHIP TO:
City of Boynton Beach
WEST WATER ADMIN
5469 W. BOYNTON BCH BLVD.
BOYNTON BEACH, FL 33437

REQUISITION NO. 68179	ORDERING DEPARTMENT: UTIL PWT L. LIBERUS 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	1500.00	EA	PA05FDP405MIC 40 2-7/16 OD NSF 61 FDA	6.6900	10035.00

REMARKS:
Pricing per Martin County Bid 2012-2551 expiring August 31, 2017.
Replacement cartridge filters required for membrane pre-treatment process for West Water Treatment Plant. ATTN: Leon Liberus, Chief Operator.

PROCUREMENT SERVICES:		P.O. TOTAL:	10035.00
ACCOUNT NO. 401-2811-536.52-75	PROJECT		

PURCHASE REQUISITION NBR: 0000068179

STATUS: DEPT APPROVAL

REQUISITION BY: UTIL PWT L. LIBERUS MR

REASON: REPLACEMENT CARTRIDGE FILTERS REQUIRED FOR

DATE: 1/19/17

SHIP TO LOCATION: WEST WATER PLANT ADMIN

SUGGESTED VENDOR: 10688 WACO FILTERS CORP

DELIVER BY DATE: 2/09/17

1	PA05FDP405MIC 40 2-7/16 OD NSF 61 FDA COMMODITY: MASS TRANS,ACCES& PARTS SUBCOMMOD: FILTERS:AIR,FUEL,OIL,ETC.	1500.00	EA	6.6900	10035.00

REQUISITION TOTAL: 10035.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	40128115365275	OPERATING SUPPLIES EQUIP. PARTS/SUPPLIES		100.00	10035.00
					10035.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

FB 1.2017

REQUISITION COMMENTS:

membrane pre-treatment pre-treatment process.

Pricing from Martin County Bid
RFB-2012-2551

Exp. 8/30/17

APPROVALS

City Manager _____ Date 1/24/17

Finance Dept _____ Date 1/20/17

~~Risk Manager~~ _____ Date _____

~~City Attorney~~ _____ Date _____

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

Date: 1/12/2017

Requesting Department: Utilities **Contact Person:** Leon liberus

Explanation for Purchase:
Replacement Cartridge Filters required for membrane pre-treatment process.

Martin County Bid
RFB-2012-2551

Recommended Vendor WACO

Dollar Amount of Purchase $10,035.00

Source for Purchase (check and attach backup materials):

Three Written Quotations		GSA	
State Contract		PRIDE/RESPECT	
SNAPS		Sole Source	
Piggy-Back	X	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:
Account#: 402-2811-536-52-75

Approvals:

Department Head	[signature]	Date	1-19-17
Purchasing Agent	[signature]	Date	1/20/17
Asst City Manager		Date	
City Manager	Lou LaNeve	Date	1/24/17

Form Revised 02/01/02

REQUEST FOR REQUISITION

H.T.E. ENTRY DATE:	**01/19/2017**
H.T.E. REQUISITION #	**68179**
Clerk:	**MR**
Procurement Ass't:	
Director:	
City Manager (non budgeted capital and/or $5000+):	

REASON FOR PURCHASE:

Replacement Cartridge Filters required for membrane pre-treatment process.

Quote#: 01056626

VENDOR INFORMATION:	**DIVISION:**		**OTHER INFORMATION:**			
Name: WACO	Admin.	( )	Date: 01192017		ASAP	(x)
Address: 11701 N.W. 100th Road	Engineering	( )	Date Needed: 02/09/2017		Confirm.	( )
Suite 1	Cust. Rel.	( )			ASAP/Conf.	( )
Medley, Fl 33178	Distribution	( )	**BACKUP DOCS. SUBMITTED:**		**DELIVERY:**	
Phone (contact): Pat Lindsay	Water Qual.	( )	Quotes/Verbal (over $500)	( )	E. Admin. 40	( )
Phone: 305-885-1899 Fax: 305-885-2434	Pumping	( )	Quotes/Written (over $2000)	( )	E. WTP 41	( )
Vendor Number : 10688	PWTreat.	(x)	Bid Docs.	(x)	W. WTP 42	(x)
	Meter Serv.	( )	Sole Source Ltr.	( )	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
1,500	$6.69	PA05FDP40 5MIC 40" 2-7/16" OD NSF 61 FDA	402	2811	536	52	75	$10,035.00
		Quote#: 01097703						
		Pricing from Martin County Bid						
		REFER MARTIN CTY RFB-2012-2551						
		Total						$10,035.00

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 Cartridge Filters required for membrane pre-treatment process.

Quote#: 01097703

REFER MARTIN CTY RFB-2012-2551

VENDOR #1:	WACO
DATE:	1/10/17
CONTACT PERSON:	Pat Lindsay
PHONE NUMBER:	305-885-1899
QUOTE:	$10,035.00
VENDOR#2:	
DATE:	
CONTACT PERSON:	
PHONE NUMBER:	
QUOTE:	
VENDOR #3:	
DATE:	
CONTACT PERSON:	
PHONE NUMBER:	
QUOTE:	

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

Waco
Getting It There . . . Getting It Done

WACO QUOTATION: 01097703

Jan 10, 2017

WEST WATER PLANT
5469 W BOYNTON BCH BLVD
PUBLIC WATER OPERATIONS
BOYNTON BEACH FL
Attn: TERRY
Ship Via: WACO DELV-FRT ALLOW

WACO - MIAMI
11701 N.W. 100TH ROAD
SUITE 1
MEDLEY, FLORIDA 33178
Phone: (305)885-1899
Fax: (305)885-2434
Terms: NET 30 DAYS

Prices are guaranteed through Feb 15, 2017

Item/Description	Quantity	Unit of Measure	Unit Price	Extension
PA05FDP40 5MIC 40" 2-7/16" OD NSF 61 FDA REF:MARTIN CTY RFB2012-2551	1,500	EA	6.69	10,035.00

Tax: .00
Total: 10,035.00

Waco is a one-stop shop for air, liquid, gas and HVAC filters with branches nationwide. Our goal is to provide solutions that reduce your overall cost of filtration and improve your profitability. Thank you for the opportunity to work with you. Please feel free to contact me if I can be of further assistance.

Sincerely,

Pat Lindsay

Inside Sales

DEBBIE STARR - HVAC

Sales Representative

Visit us at: www.wacofilters.com

"EXHIBIT B"

RFB#2012-2551
CARTRIDGE FILTERS FOR WATER TREATMENT

Description	BRAND NAME	UNIT	PRICE
Cartridge Filter	MGS-PA05FDP40B222SC	EA	$ 9.42
Cartridge Filter	MGS - PA05FDP40	EA	$6.69

INSTRUCTIONS

Bids to include one original and one copy.

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

BID SIGNATURE SECTION

THIS FORM MUST BE RETURNED WITH BID. FAILURE TO SIGN BID MAY RESULT IN DISQUALIFICATION OF SUBMITTAL.

Firm Name	Waco Filters Corporation	Telephone	305 885 1899
Name (Print)	Patricia Lindsay	Fax	305 885 2434
Title	Inside Sales Manager	Federal Employer ID#	23-2388877
Street Address	11701 NW 100 Rd	E-mail Address	plindsay@wacofilters.com
City, State Zip	Medley, Fl 33027	Authorized Signature	Patricia Lindsay 7/31/12

AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR CARTRIDGE FILTERS FOR WATER TREATMENT

THIS AGREEMENT, effective this 31st day of August in the year, 2012, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR: (hereinafter CONTRACTOR)	Waco Filters Corporation 11701 NW 100 Road Medley, FL 33027
Bid Name:	Cartridge Filters for Water Treatment
Bid Number:	RFB2012-2551
Term:	Three (3) years with two (2) additional one (1) year renewal options
Not to Exceed Amount:	$375,000

RENEWAL TO AGREEMENT FOR GOODS AND SERVICES

THIS RENEWAL is made and entered into this 31st day of August, 2016 by and between MARTIN COUNTY, a political subdivision of Florida ("COUNTY"), and Waco Filters Corporation (CONTRACTOR).

WITNESSETH

WHEREAS, the COUNTY and CONTRACTOR entered into an Agreement for Goods and Services to provide Cartridge Filters for Water Treatment pursuant to Martin County Contract #RFB2012-2551 dated August 31, 2012, and;

WHEREAS, Section 3 of the Agreement provides for the option to renew for an additional year, and;

WHEREAS, the COUNTY and CONTRACTOR desire to exercise the option to renew that Agreement.

NOW THEREFORE, in consideration of the premises and the mutual benefits which all accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually covenanted and agreed as follows:

1. The COUNTY exercises its option to renew this Agreement for one year pursuant to Section 3 of the Agreement.
2. The CONTRACTOR agrees to this renewal.
3. The Agreement is hereby renewed until August 30, 2017. Pricing and all remaining terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.
4. This Contract shall be effective beginning on the date first written above notwithstanding it or some of the Contract documents being signed on a different date.

IN WITNESS WHEREOF, the parties hereto have executed this renewal of this Agreement as of the date first set forth above.

WACO FILTERS CORPORATION

Patricia Lindsay
Signature

PATRICIA LINDSAY Printed Name

CUSTOMER SVC MANAGER Title

6/28/2016

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Nicole Carey

Nicole Carey
Purchasing Manager

APPROVED AS TO FORM AND CORRECTNESS BY COUNTY ATTORNEY

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. #: 170729
DATE: 01/31/17

VENDOR 13426

TO: CH2M HILL ENGINEERS
550 W CYPRESS CREEK RD.
SUITE 400
FT LAUDERDALE, FL 33309

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

REQUISITION NO. 68269	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	22246.00	DL	TASK ORDER NO. R13-063-11 - HYDROGEOLOGIC SERVICES for deep injection well IW-1 Mechanical Integrity Testing at the West Water Treatment Plant. Fees per Agreement with CH2M Hill, RFQ No. 065-2821-16/DJL. Commission approved one year extension June 7, 2016. Five year MIT must be completed by 2-22-2017.	1.0000	22246.00

REMARKS:
ATTN: Gerrit R. Bulman, Sr. Project Manager

PROCUREMENT SERVICES:	1/31/17	P.O. TOTAL:	22246.00

ACCOUNT NO. 401-2811-536.49-17 PROJECT

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

Date: 2/2/2017

Requesting Department: Utilities **Contact Person:** Bevis Pigott

Explanation for Purchase:
Task order No. R13-063-11. Hydrogeologic Services for deep injection well IW-1 mechanical integrity testing at the West Water Treatment Plant.

Recommended Vendor CH2M Hill Engineers

Dollar Amount of Purchase $22,246.00

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	X

Contract Number: Bid #065-2821-16/DJL

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

Fund Source for Purchase:
401-2811-536-49-17

Approvals:

Department Head		Date	2-2-17
Purchasing Agent		Date	2/3/17
Asst City Manager		Date	
City Manager		Date	2/3/17

Form Revised 02/01/02

PURCHASE REQUISITION NBR: 0000068269

STATUS: PURCHASING APPROVAL

REQUISITION BY: UTILITIES - JMA

REASON: PROFESSIONAL HYDROGEOLOGIC SERVICES FOR MIT - WWTP

DATE: 1/30/17

SHIP TO LOCATION: EAST UTILITY ADMIN

SUGGESTED VENDOR: 13426 CH2M HILL ENGINEERS

DELIVER BY DATE: 2/28/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	TASK ORDER NO. R13-063-11 - HYDROGEOLOGIC SERVICES for deep injection well IW-1 Mechanical Integrity Testing at the West Water Treatment Plant. Fees per Agreement with CH2M Hill, RFQ No. 065-2821-16/DJL. Commission approved one year extension June 7, 2016. Five year MIT must be completed by 2-22-2017. COMMODITY: CONSULTING SERVICES SUBCOMMOD: ENGINEERING	22246.00	DL	1.0000	22246.00	

REQUISITION TOTAL: 22246.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	40128115364917	OTHER CURRENT CHGS OTHER CONTRACTUAL SRVS		100.00	22246.00
					22246.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

APPROVALS

City Manager [signature] Date 1/31/17

Finance Dept [signature] Date 1/31/17

~~Dept Manager~~ _____ Date _____

City Attorney _____ Date _____

Task Order No. R13-063-11

13426

Professional Hydrogeologic Services for Deep Injection Well IW-1 Mechanical Integrity Testing at the West Water Treatment Plant

A. Background

The U.S. Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection (FDEP) requires that all injection wells demonstrate mechanical integrity every 5 years. In Florida, Class I injection wells are required to demonstrate internal mechanical integrity by verifying that there are no leaks in the injection well casing as specified in Chapter 62-528.300(6)(a)(1), FAC. Likewise, these wells must also demonstrate external mechanical integrity by confirming that there is no upward fluid movement through channels adjacent to the injection well bore, as cited in Chapter 62-528.300(6)(a)(2), FAC.

In accordance with FDEP Underground Injection Control (FDEP UIC) Permit 0178213-005-UO Specific Condition I.B.2., the City of Boynton Beach (CITY) must complete a 5-year Mechanical Integrity Test (MIT) of injection well IW-1 at the West Water Treatment Plant by February 22, 2017. The 5-year MIT includes a packer pressure test of the well, a down-hole video inspection of the casing, a background temperature log and an external radioactive tracer survey (RTS).

The testing plan and MIT report must be signed and sealed by a Florida registered professional geologist or qualified professional engineer.

CH2M (CONSULTANT) designed, permitted and certified construction of the injection well system in 1991/92. The well was placed into operation in 1993. CH2M provided engineering services for the repair/re-lining of the well in 2001. CH2M has nearly exclusively assisted the City with these and other injection well permitting and MIT projects up through the current time.

The CITY entered into an Agreement with CONSULTANT in 2013 to provide Hydrogeological Consulting Services. This Agreement has been extended through August 18, 2017. The Scope of Services outlined below will be performed under this Agreement.

B. Scope of Services

CONSULTANT'S scope of work will consist of:

401.2811.536.49.17
contracual serv.

1. Pretesting services: Prepare agenda and conduct one pre-testing meeting at the City with the selected contractor and City staff to coordinate scheduling and site logistics.
2. Provide qualified on-site inspection or observation as needed during testing for a total duration not to exceed 5 days. Activities and results will be summarized in daily reports.
3. Summarize the results of the testing and interpretation of data in a brief report (PDF draft), which will be signed, sealed and submitted to FDEP following review by the City. The report will be submitted as a PDF for e-submittal only, as requested by FDEP. The video survey will be provided on a DVD. The report will include an interpretation of monitoring well data for the past five years.

C. Assumptions

This estimated cost is based on the following assumptions:

- The City will contract directly with the Water Well Contractor and will prepare and issue the formal contract documents, including the contract, general conditions and bonding forms.
- This scope includes professional services only. All site work and testing will be performed by an experienced licensed Water Well Contractor in the State of Florida.
- Additional meetings with the City, FDEP or the contractor are not included in this scope of services.
- On-site observation of the testing beyond the 5 days assumed here may require additional authorization.
- The City will provide operational and monitoring data, tabulated by month in Excel format, to support the MIT report.
- Responses to requests for information from FDEP are not included in this scope of services.
- CONSULTANT will be responsible for the health and safety only of its own employees.

D. Contract Reference

This Task Order shall be performed under the terms and conditions described within the Agreement titled Hydrogeological Consulting Services, dated August 19, 2013, between the CITY of Boynton Beach and CH2M HILL Engineers, Inc. (CONSULTANT).

E. Compensation

Compensation by the CITY to the CONSULTANT will be on a lump sum basis for an amount developed in accordance with the Fee Schedule for the above-mentioned Agreement. The lump sum fee for these services is $22,246, as shown in Table 1.

TABLE 1

		HOURS	RATE	TOTAL
Pretesting Services				
	Technician	2	$103.53	$207.06
	Sr Hydrogeologist	12	$155.00	$1,860.00
	Office	2	$86.22	$172.44
Site Services				
	Sr Project Manager	4	208.14	$832.56
	Technician	4	$103.53	$414.12
	Engineer/Hydrogeologist	60	$120.00	$7,200.00
	Sr Technologist	4	$191.87	$767.48
	Sr Hydrogeologist	16	$155.00	$2,480.00
	Office	2	$86.22	$172.44
Report				
	Technician	4	$103.53	$414.12
	Engineer/Hydrogeologist	24	$120.00	$2,880.00
	Sr Technologist	2	$191.87	$383.74
	Sr Hydrogeologist	18	$155.00	$2,790.00
	Office	2	$86.22	$172.44
Expenses				$1,500.00
TOTAL		**156**		**$22,246.40**

F. Schedule

It is assumed that the testing will be performed by a licensed Water Well Contractor during the month of February 2017 and completed no later than February 22, 2017. A draft MIT report will be completed by CONSULTANT within 30 calendar days of the completion of testing. A final report is required to be submitted to FDEP within three months of completion of testing.

G. Authorization

APPROVED BY:
CITY OF BOYNTON BEACH, FLORIDA

By:_____

Dated this ___ day of January 2017.

SUBMITTED BY:
CH2M HILL Engineers, INC.

By:_____
Francois D. Menard, PE
Vice President

Dated this _25_ day of January, 2017.

Alibrandi, Julianne

From: Pigott, Bevis
Sent: Friday, January 27, 2017 9:59 AM
To: Alibrandi, Julianne
Subject: FW: Emailing - TO_CH2M_InjectionWellMIT_2017.pdf
Attachments: TO_CH2M_InjectionWellMIT_2017.pdf

Good morning Julie,
See the attached document from Gerrit regarding the providing support for performing the MIT at the West plant. Cost is under $25K; any pitfalls, comments?

Thanks,

Bevis Pigott, Division Manager
Boynton Beach Utilities
City of Boynton Beach
124 E. Woolbright Rd. | Boynton Beach, Florida 33435
o: 561-742-6420
Pigottb@bbfl.us | www.boynton-beach.org

Like us on Facebook | Follow us on twitter

America's Gateway to the Gulfstream

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

From: Gerrit.Bulman@CH2M.com [mailto:Gerrit.Bulman@CH2M.com]
Sent: Wednesday, January 25, 2017 5:36 PM
To: Pigott, Bevis
Subject: Emailing - TO_CH2M_InjectionWellMIT_2017.pdf

Bevis,
Good evening. Please see attached proposal to support the upcoming MIT for your review. Based on the value, I'm not sure this will need to go commission.

Call anytime to discuss.
Gerrit

Gerrit R. Bulman, P.G.
Senior Project Manager
D 1 954 513 1509
M 1 954 415 2985

CH2M

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. #: 170739
DATE: 01/31/17

VENDOR 2728

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

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

REQUISITION NO. 68250	ORDERING DEPARTMENT: UTIL PUMPING HS		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	BID NO:	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00	EA	BARNES #6SHDK40044-285MM, 40HP SUBMERRISIBLE PUMP	12048.0000	12048.00
2	1.00	EA	6" FLYGT CLAW ADAPTER FOR 3" RAIL	917.0000	917.00

REMARKS:
REPLACEMENT PUMP & 6" ADAPTER CLAW FOR MS 213.
SEE ATTACHED QUOTE DATED 1/3/17

PROCUREMENT SERVICES:	1/31/17	P.O. TOTAL:	12965.00

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

PURCHASE REQUISITION NBR: 0000068250

STATUS: DEPT APPROVAL

REQUISITION BY: UTIL PUMPING HS

REASON: REPLACEMENT PUMP AND 6" ADAPTER CLAW FOR MS 213

DATE: 1/27/17

SHIP TO LOCATION: EAST UTILITY ADMIN

SUGGESTED VENDOR: 2728 SOUTHEASTERN PUMP CORP

DELIVER BY DATE: 2/10/17

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	BARNES #6SHDK40044-285MM, 40HP SUBMERRISIBLE PUMP COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: PUMPS & PUMP ACCESSORIES	1.00	EA	12048.0000	12048.00	
2	6" FLYGT CLAW ADAPTER FOR 3" RAIL COMMODITY: EQUIP MAINT & REPAIR SERV SUBCOMMOD: PUMPS & PUMP ACCESSORIES	1.00	EA	917.0000	917.00	

REQUISITION TOTAL: 12965.00

---------- REQUISITION QUOTES ----------

		VENDOR	NAME
SELECTED VENDOR:	12965.0000	2728	SOUTHEASTERN PUMP CORP
	14400.0000		BARNEY'S PUMPS INC.
	19160.0000		CUSTOM PUMP & CONTROLS, INC

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

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	40350005356504	UTIL CONST IN PROGRESS R&R - SEWER	SWR075 Pump Replacement Prog	100.00	12048.00
2	40350005356504	UTIL CONST IN PROGRESS R&R - SEWER	SWR075 Pump Replacement Prog	100.00	917.00
					12965.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

FB 1.30.17

APPROVALS

City Manager _____ Date 1/31/17

Finance Dept. _____ Date 1/31/17

~~Risk Manager~~ _____ Date _____

~~City Attorney~~ _____ Date _____

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

Date: 27-Jan-17

Requesting Department: Utilities/Wastewater Pu **Contact Person:** Jim Hart

Explanation for Purchase:
This pump is for the pump replacement program to update the pumps at Master Station # 213.

Recommended Vendor Southeastern Pump

Dollar Amount of Purchase $12,965.00 (TS)

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:
403-5000-535-65-04 SWR075

Approvals:

Department Head		Date	1-27-17
Purchasing Agent		Date	1/31/17
Asst City Manager		Date	
City Manager		Date	1/31/17

Form Revised 02/01/02

REQUEST FOR REQUISITION

H.T.E. ENTRY DATE:	**1/27/2017**
H.T.E. REQUISITION #	**68250**
Clerk:	**H.Sagel**
Procurement Ass't:	
Director:	
City Manager (non budgeted capital and/or $5000+):	

REASON FOR PURCHASE: Replacement pump and claw adapter for Master Station # 213.

VENDOR INFORMATION:	**DIVISION:**		**OTHER INFORMATION:**			
Name: Southeastern Pump	Admin.	( )	Date: 1/27/2017		ASAP	(x)
Address: PO Box 100727	Construction	( )	Date Needed: 2/10/2017		Confirm.	( )
Ft. Lauderdale, FL 33310	Cust. Rel.	( )			ASAP/Conf.	( )
	Distribution	( )	**BACKUP DOCS. SUBMITTED:**		**DELIVERY:**	
Phone (contact): Shad Gordon	Water Qual.	( )	Quotes/Verbal (over $500)	( )	E. Admin. 40	(x)
800-396-4182	Pumping	(x)	Quotes/Written (over $2000)	(x)	E. WTP 41	( )
Vendor Number: 2728	PWTreat.	( )	Bid Docs.	( )	W. WTP 42	( )
	Meter Serv.	( )	Sole Source Ltr.	( )	P/U 99	( )
INITIATOR: Jim Har	Sewage	( )	Insurance Requirements:	( )	Special Instructions:	
APPROVED:	Strmwtr.	( )	SNAPs/GSA/Piggy-back #:		Project Number: SWR075	

Quan.	Unit Price	Description & Part Number	Fund	Dept	Basic	Elem	Obj	Amount
1	12,048.00 ea	Barnes #6SHDK4044-285mm 40hp submersible pump for Master Station 213						12,048.00
1	917.00 ea	6" Flygt claw adapter for 3" rail						917.00
		TOTAL	403	5000	535	65	04	12,965.00

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 pump and 3" claw adapter for Master Station #213

VENDOR #1:	Southeastern Pump
DATE:	1/3/2017
CONTACT PERSON:	Shad Gordon
PHONE NUMBER:	800-396-4182
QUOTE:	$12,965.00
VENDOR#2:	Barney's Pumps Inc.
DATE:	1/3/2017
CONTACT PERSON:	Tom Kalinski
PHONE NUMBER:	954-346-0669
QUOTE:	$14,400.00
VENDOR #3:	Custom Pump & Controls Inc.
DATE:	1/10/2017
CONTACT PERSON:	Thomas Marinace
PHONE NUMBER:	954-299-5156
QUOTE:	$19,160.00

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

SOUTHEASTERN PUMP

Tampa + Pompano Beach + Jacksonville

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

January 3, 2017

Attention: Jim Hart
Subject: Replacement Lift Station Pumps

We are pleased to offer the following for your consideration:

6" Replacement Pump for Master Lift Station #213

One (1) Barnes #6SHDK40044-285mm, 40 HP, 1750 RPM, 460 Volt, 3-Phase, 6" Submersible Pump rated to pass 3" spherical solids. Pump to be shipped with #130907XF 50 ft. Power Cord Assembly.

PRICE: Standard Pump - $ 12,048.00 Plus Tax, Delivered

For 6" Flygt Claw Adapter for 3" Rails - Add $ 917.00

12,965.00

4" Replacement Pump for Lift Station #717

One (1) Barnes #4SHDI20084-240mm, 20 HP, 1750 RPM, 230 Volt, 3-Phase, 4" Submersible Pump rated to pass 3" spherical solids. Pump to be shipped with #125498XF 50 ft. Power Cord Assembly.

PRICE: Standard Pump - $ 6,471.00 Plus Tax, Delivered

For 4" T-Rail Claw Adapter - Add $ 595.00

7,066.00

4" Replacement Pump for Lift Station #708

One (1) Barnes #4SHDG20084-235mm, 20 HP, 1750 RPM, 460 Volt, 3-Phase, 4" Submersible Pump rated to pass 3" spherical solids. Pump to be shipped with #125497XF 50 ft. Power Cord Assembly.

PRICE: Standard Pump - $ 6,314.00 Plus Tax, Delivered

For 4" Flygt Claw Adapter - Add $ 502.00

6,816.00

SOUTHEASTERN PUMP
PO Box 100727, F Lauderdale, FL 33310 + 1368 SW 12th Avenue, Pompano Beach, FL 33069
Toll Free (800) 396-4182 + Phone (954) 781-8400 + Fax (954) 781-8434 + www.sepump.com

QUOTATION NUMBER
03-17-0101

Page 1 of 26

BARNEY'S PUMPS INC.

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

DATE: 01-03-17

TO: City of Boynton Beach Utilities
Attn: Jim Hart
124 East Woolbright Road
Boynton Beach, FL 33435

FOR SHIPMENT TO: Same

PROJECT: Lift Station # 213

Delivery	Via	From	F.O.B.	Terms
2 -3 weeks - subject to prior sale	Bestway	Barney's Pumps	Barney's Pumps	net 30 with approved credit

ITEM	QTY	DESCRIPTION	PRICE EACH
		Condition of Service: 1190 GPM @ 83' Electrical Service: 460V/3Ø/60 HZ	
A	1	Homa Pump model # AK634-270/39.2F/C, 39.3 HP, 1750 RPM, 42.0 FLA, 10.63" impeller, 50' power cord, also includes: • (1) part # 7320981, 6" Homa discharge flange, Flygt compatible for 3" guide rail • Part # 8734112, lifting bail for F frame motor	$14,400.00
		Delivery Included	
		Total price	**$14,400.00**
		Delivery is F.O.B. Barney's Pumps. Start-up and training services are NOT included. Taxes, anchor bolts, piping, field wiring, etc. are not included. ***If shop drawings are required for approval, please request them from our office.***	

The following items are attached: Bulletin ____ Performance curve ____ Elevation drawing ____

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

BARNEY'S PUMPS INC.

Tom Kalinski

Authorized Signature

Accepted By / Date: _____

Custom Pump & Controls, Inc.
305 Indian Trace #222
Weston, Fl. 33326

Ph: (954)299-5156
Jacksonville Office:(904) 858-9605
Jacksonville Fax: (904) 858-9607
e-mail: t.marinace@custompump.com

January 10, 2017

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

Dear Mr. Hart,
We thank you for your interest in our product and are pleased to quote you on the following KSB sewage pumps and accessories:

Pump Station no. 213:
KSB Submersible sewage pump, KRT K150-400/406XG-S, 50 HP, 1180 rpm, 460 volt, 3 phase, 69 FLA. Equipped with 50ft cords, 6" Flygt claw and SS. Lifting bail. **$19,160 each**
Delivery: 11-13 weeks

Pump Station no. 717:
KSB Submersible sewage pump, KRT E80-251/114XG-S, 15 HP, 1750 rpm, 230 volt, 3 phase, 58 FLA. Equipped with 50ft cords, 4" EMU claw and SS. Lifting bail. **$6,140 each**
Delivery: 4-5 weeks

Pump Station no. 708:
KSB Submersible sewage pump, KRT E100-251/164XG-S, 20 HP, 1750 rpm, 460 volt, 3 phase, 29 FLA. Equipped with 50ft cords, 4" Flygt claw and SS. Lifting bail. **$6,600 each**
Delivery: 4-5 weeks

Pump Station no. 311:
KSB Submersible sewage pump, KRT E80-200/34XG-S, 5 HP, 1750 rpm, 230 volt, 3 phase, 15.4 FLA. Equipped with 50ft cords, 4" EMU claw and SS. Lifting bail. **$4,300 each**
Delivery: 4-5 weeks

Sales tax is not included. Price is firm for ninety (90) days. Shipping terms are: FOB your facility with full freight included. Payment terms are net 30 days

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

Sincerely,

Thomas J. Marinace

Thomas J. Marinace
South Florida Sales

Hydra Service, Inc.

SPECIALIST IN FLUID MOVEMENT

abs
We know how water works

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

Sales Representative- John Scott District Sales Manager
Contact Information
Cell Phone: 321-266-1079
Fax: 407-330-3404

TO:	**City of Boynton Beach Utilities**	FROM:	**John Scott- S2**
		EMAIL:	JSCOTT@HYDRASERVICE.NET
ATTN:	**Jim**	DATE:	**January 23, 2017**
PHONE	**561-742-6422**	QUOTE:	**170123-5JS**
FAX:		REF:	Master LS213
EMAIL:	harti@bbfl.us	ENG FIRM:	**BB**

2 ABS # XFP155J-CB2.365MM-PE350/6, 47hp, 460v, 3phase, Submersible NON-CLOG Pump,49' cord, 6" Disch, CB2 IMPELLER, PREMIUM EFFICIENCY MOTOR, SS LIFTING BALE, 5YEAR WARRANTY

TOTAL PRICE, F.O.B. JOB, FREIGHT ALLOW **$34,798.00** PLUS ANY FEDERAL, STATE OR LOCAL TAXES WHICH MAY APPLY. TERMS ARE NET **30** DAYS. PRICES ARE FIRM 30 DAYS
"HYDRA SERVICE INC TERMS & CONDITIONS APPLY" PAYMENT TERMS NET 30 DAYS.
ESTMTD DELIVERY **2to3** WEEKS AFTER RECEIPT IN OUR OFFICE OF COMPLETE APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.
THESE TERMS ARE INDEPENDENT OF, AND ARE NOT CONTINGENT UPON THE TIME OR MANNER IN WHICH PURCHASER MAY RECEIVE PAYMENT FROM OTHERS.
ONE DAY OF FACTORY START-UP IS INCLUDED AND REQUIRED FOR WARRANTY. PAYMENT FOR MATERIALS WILL BE REQUIRED BEFORE THE AUTHORIZED START-UP IS CONDUCTED.

ACCEPTED DATE _____ Review Date: 1/23/17

_____ John Scott
NAME OF PURCHASER REVIEWED BY HydraService, Inc.REP.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

REQUESTED ACTION BY COMMISSION: Legal expenses - January 2017 - Information at the request of the Commission. No action required.

EXPLANATION OF REQUEST: Some outside firms have not provided their January 2017 statements to Risk Management and therefore their December invoices (most recent received) are attached.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Attachment	Summary Goren Cherof-General
Attachment	Goren Cherof Doody Ezrol January 2017 Invoices
Attachment	Summary Goren Cherof-Risk
Attachment	Goren Cherof Doody Ezrol January 2017 Risk Mgmt Invoices
Attachment	Summary Outside Counsel-Risk
Attachment	Other counsel December and January Invoices

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Swanson, Lynn	Approved	2/15/2017 - 8:41 AM
Finance	Howard, Tim	Approved	2/15/2017 - 10:08 AM
City Manager	LaVerriere, Lori	Approved	2/16/2017 - 9:21 AM

Goren, Cherof, Doody & Ezrol, P.A. - Dec 2016
General Legal Costs

Retainer-General Matters		
onsite office hours		
agenda item review		
pre-mtg commissioner mtgs		
commission mtg followup		
commission mtg		
contract review, code issues		
group homes, NOI research	150.2 Hours	16,165.84
Labor-general		292.50
Red light camera		5,002.89
BOA-Johnson,Valretta		97.50
Olen properties		175.50
Boynton Old School Partners		292.50
Litigation-forfeitures,police issues		3,583.50
US Bank Natl Assoc-Boye,Aracelly		97.50
Model Block Right of Way		2,050.07
RicMan-Contract issue		136.50
Wurie,Khadi(Deutsche Bank)		58.50
Jean-Baptist, Kevens		19.50
Boytnon Lakes N Comm Assoc		136.50
Rodrigues,Louis IA		58.50
Boss,Lendon (RLC appeal)		257.70
Donastor,Murat v JP Morgan		136.50
Akyeshia C Gums v JP Morgan		58.50
Wauchope,Rohan v HSBS Bank		78.00
Brown, Jeffrey (RLC appeal)		273.00
Ryan, Ron complaint		58.50
Schwartz,estate of Barbara v Bank of NY		3,058.30
Fils, Mikel Jean v Federal Natl		39.00
Cleaveland, Darren, Fed Nat Mort		97.50
White, Jack, Bank of NY		39.00
Delhomme, Zelma, Wells fargo		97.50
Meeks,Richard & Takeeta, Nationstar mtg		19.50
FPM Prop, Fed Natl Mort		39.00
Ewing, Paula, BB&T		50.00
Garcorp Holdings, 3100 Ocean Pkwy		337.10
Daquay, Marcel, Ditech		19.50
Estate of Hazel Clemmons,James Nutter Co.		429.00
Moskoff, Eric, Fed Natl Mtg		39.00
Purch of Tropical Breeze Utilty Sys		780.00
City of LW, 5848 Corson Pl		468.00
TOTAL General Legal Costs-Dec 2016		34,541.90

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-0005370
STATEMENT NO: 13645

Attn: Lynn Swanson

Special Fire Assessment

			HOURS	
01/25/2017	MDC	Teleconference with T. Howard, confer with JAC, review status of annual fire assessment update.	0.40	
		FOR CURRENT SERVICES RENDERED	0.40	78.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
MICHAEL D. CIRULLO	0.40	$195.00	$78.00

TOTAL CURRENT WORK	78.00
BALANCE DUE	$78.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-0603180
STATEMENT NO: 13646

Attn: Lynn Swanson

LABOR - General

			HOURS	
01/10/2017	JAC	review DOJ photo array memo and forward to chief	0.30	
01/17/2017	SHB	Discuss discipline matters with Oldbury.	1.00	
01/24/2017	SHB	Discuss grievance and arbitration matters with Oldbury and DeGiulio.	0.60	
01/25/2017	SHB	Schoenberger: Review additional FMLA information. Telephone conference with Oldbury re: discipline matters.	0.40	
	JAC	review/research re: police rehire and GE rehire issue/options; store draft - temp employment letter	0.70	
		FOR CURRENT SERVICES RENDERED	3.00	585.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	1.00	$195.00	$195.00
SHANA H. BRIDGEMAN	2.00	195.00	390.00

TOTAL CURRENT WORK	585.00
BALANCE DUE	$585.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-0806020
STATEMENT NO: 13647

Attn: Lynn Swanson

Red Light Cameras

			HOURS
01/02/2017	SHB	Receive and review Notice of Continuance for Dorcin, Raymond, and Dantes. Follow up with City re: continuance date. Follow up with ATS re: evidence packets for continued trials.	0.70
01/03/2017	SHB	Receive and review various orders on request for dismissal and continuance of trial. Prepare and file notices of intent to rely on business records for use at trial.	1.50
01/04/2017	SHB	Receive and review various orders on requests for continuances.	0.30
01/05/2017	SHB	Various correspondence with Abramson and judicial assistants re: Eissey request for status check hearing. Transmit order setting status check to Eissey's JA for review. Prepare and file notices of intent to rely on business records for use at trial.	1.00
01/06/2017	JAC	review status and options regarding post program litigation	0.90
	SHB	Prepare and file notices of intent to rely on business records for use at trial.	0.50
01/11/2017	SHB	Receive and review continuance notice from Jacquet; transmit to ATS and PD. Prepare and file notices of intent to rely on business records for use at trial.	6.40
	MDC	Meet with SHB, review status of pending cases.	0.30
01/12/2017	SHB	Prepare and file notices of intent to rely on business records for use at trial.	1.00
01/17/2017	SHB	Follow up with Mills re: pending trials and notices of intent.	0.20
01/18/2017	SHB	Prepare and file notices of intent to rely on business records for use at trial.	1.50
01/20/2017	MDC	Meet with SB, review new case on RLC.	0.30
	JAC	Conference with SB; review $50/case settlement option; call to LL.	0.90
	SHB	Review file and hearing orders. Draft correspondence to Hollander re: settlement offer. Research fines and fees received by City.	3.00
01/24/2017	SHB	Receive and review order on magistrate authority; transmit to Stokes.	0.30
01/25/2017	SHB	Prepare and file notices of intent to rely on business records for use at trial.	1.40

CITY OF BOYNTON BEACH

01/30/2017

ACCOUNT NO: 306-0806020

STATEMENT NO: 13647

Red Light Cameras

	HOURS	
FOR CURRENT SERVICES RENDERED	20.20	3,939.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	1.80	$195.00	$351.00
MICHAEL D. CIRULLO	0.60	195.00	117.00
SHANA H. BRIDGEMAN	17.80	195.00	3,471.00

Photocopies	27.30
Postage	29.76
TOTAL EXPENSES THRU 01/27/2017	57.06
TOTAL CURRENT WORK	3,996.06
BALANCE DUE	$3,996.06

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9001821
STATEMENT NO: 13648

Attn: Lynn Swanson

General Matters

			HOURS
01/03/2017	SHB	Follow up with Clerk's office re: FRED agreement. Follow up with PD/County clerk re: marijuana civil citation fine coding.	0.80
	FLN	Re: Claim of lien for property located at 201 NE 28th Ct, sent related email to Barb Conboy re: request for payoff information; reviewed information submitted by Barb Conboy to title company; also reviewed court docket to review and confirm validity of utility lien in light of foreclosure.	1.10
	JAC	onsite; office admin and review of assignments; prep for and attend commission meeting; height referendum research	11.20
01/04/2017	DNT	Review annexation language in asset purchase agreements; conference with JAC regarding annexation language in asset purchase agreements.	0.80
	JAC	onsite; meeting follow up; conference regarding utility-water service agreement updates; follow up regarding same	5.00
01/05/2017	FLN	Drafted letter of termination of contract with Pitney Bowes for Jim Cherof's review; discussed with Jim; T/C with state contract administrator to discuss; T/C and related emails to Lynn Swanson re: this contract.	2.50
	DNT	Telephone conference call with Colin Groff regarding Tropical Breeze and Parry Village asset purchase agreements; review Tropical Breeze and Parry Village asset purchase agreements and need for annexation language.	1.00
	JAC	conference wi/FN regarding cases and assignments; post agenda; meeting review regarding ads and notice office administration issues; calls with CG regarding Utility incident; call TH regarding documentation inquiry	3.80
01/06/2017	FLN	Re: City's termination of its contract with Pitney Bowes for the mailing equipment; finalized review of issues and discussed next steps with Jim Cherof; Discussed with Barb Conboy via T/C; exchanged related email with Barb Conboy.	1.00
	JAC	review Pitney Bowes Utility issue with FN; review pending FCC issue regarding mobile devices; review 537 liens; review Denis BTR issue with staff	3.60
01/09/2017	FLN	T/C to Account Manager with Pitney Bowers re: lease termination; follow-up/update email on matter to Barb Conboy	0.70
	JAC	onsite office administration; review pending assignments; review mail and memos; review utility water service issues; follow up on Denis matter; review-revise employment agreement; evaluate cell tower NOI	5.00

General Matters

			HOURS
	DNT	Review petition filed with FCC regarding regulations governing the citing of wireless facilities and impact on City's moratorium.	0.80
01/10/2017	FLN	Re: Pitney Bowes lease termination, t/cs with leasing and cancellation departments, T/C and email to and from with Barb Conboy re: this matter; reviewed's city's code department inquiry on partial releases post foreclosure for property locate at 108 SW 8th ct (previously Livewell Financial/Robert E Carl matter), reviewed relevant documents and sent advice email through Lynn Swanson.	2.70
	JAC	agenda prep; prep order regarding cemetery rules; agenda-contract review	3.00
01/11/2017	FLN	Re: Pitney Bowes lease contract cancellation matter: emailed and called FL Government account representative; sent status email update to Barb Conboy ccing Jim Cherof.	1.00
	JAC	prep pension agenda issues; agenda prep.	3.20
01/12/2017	JAC	onsite; agenda prep; case review; conference regarding QPODP; conference regarding surtax committee and draft reso regarding same	8.50
01/13/2017	FLN	Reviewed legal description and content of Utility Claim of Lien document issue and sent related email to Jim Cherof on matter.	0.80
	JAC	review published agenda; prep for meeting; review QPOAD issues.	2.50
01/17/2017	SHB	Receive and review inquiry re: magistrate process; discuss with JAC. Telephone conference with Skrandel. Telephone conference with Thaler. Follow up with Laverriere.	0.60
	DNT	Review 12th amendment to lease with county for cell tower; review request for assignment of easement for Royal Manor.	0.90
	JAC	onsite; office administration mail and memo review; prep fro meeting; attend commission meeting	13.80
01/18/2017	JAC	Commission meeting follow up; notate Riverwalk for enforcement matters; review plat revision issue calls to staff regarding pending matters	3.20
	SHB	Receive and review inquiry from Matson re: public records request procedures; follow up with Clerk's officer re: City forms. Review and sign agreements approved at commission meeting.	1.00
01/19/2017	SHB	Research vacation rental matters; discuss with JAC. Follow up re: February 7 commission meeting. Discuss Boynton Bulldogs matter with Majors.	1.20
	JAC	attend strategic planning meeting; misc. post meeting research; conference with LL and commissioner; research utility land taking issue	8.50
	KLE	Research re: District Energy Utility/condemnation; emails Jim, Conference with Jim;	1.00
01/20/2017	JAC	rework decriminalization ordinance; agenda review and prep; review access restriction issue; call to B. Conko re: Q PODD audit; review indemnity matter for ER	3.70
01/23/2017	JAC	review procurement/Town Square memo and revise; review future agenda issues; call with Commissioner regarding traffic issue review mail/memos	2.20

General Matters

			HOURS	
	DNT	Telephone conference call with Colin Groff regarding Royal Manor Mobile Home Estates; telephone conference call with Laurie Davis re: Royal Manor Mobile Home Estates; review assignment document.	0.70	
01/24/2017	SHB	Follow up with Sgt. Matson re: public records request matters.	1.90	
	JAC	review assignments and status of claims defense; agenda prep	3.40	
01/25/2017	KLE	Research re: Chiller facility, prepare for and attend conference call with Colin	1.00	
	JAC	review outside limits matter/annexation issue; agenda item review and prep; review Comm issue re: group home; call with TH and MC re: GSG study	4.60	
	DNT	Review status of wireless communication facility ordinance; review status of Royal Manor Estate easement.	0.50	
01/26/2017	JAC	Prepare documentation agenda item and Surtax Committee; prepare and review agenda items, preparation regarding cemetery land swamp; call with A. Mack regarding Sober Home enforcement issues; review County referendum language regarding conflict; review P&R Board issue.	5.20	
01/27/2017	JAC	Research surtax issue and countywide status; review agenda items; review fire assessment issue and research methodology issues; review sister city issue and email EK re: same; review and revise cemetery rules and regs/ownership ordinance	4.80	
		FOR CURRENT SERVICES RENDERED	117.20	16,165.84
		TOTAL CURRENT WORK		16,165.84
		BALANCE DUE		$16,165.84

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9904908
STATEMENT NO: 13649

Attn: Lynn Swanson

adv. Unsecured Creditors of Tribune Company

			HOURS	
01/09/2017	BJS	Review Order re: Motion to Dismiss	0.30	
01/10/2017	BJS	Review order and draft update memorandum for JAC review	0.50	
		FOR CURRENT SERVICES RENDERED	0.80	156.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
BRIAN J. SHERMAN	0.80	$195.00	$156.00

TOTAL CURRENT WORK	156.00
BALANCE DUE	$156.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9904936
STATEMENT NO: 13650

Attn: Lynn Swanson

adv. Olen Properties Corp., et al

			HOURS	
01/08/2017	JAC	review Defendant's Motion for Reconsideration on Motion Limine and related actions	0.40	
01/09/2017	JAC	review pleadings and proposed order; review agenda items and contracts	0.30	
01/23/2017	JAC	review pleadings; pull documents and prep for settlement cond	1.30	
01/24/2017	JAC	review pleadings	0.20	
01/27/2017	JAC	Prepare for settlement conference.	1.30	
		FOR CURRENT SERVICES RENDERED	3.50	682.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	3.50	$195.00	$682.50

TOTAL CURRENT WORK	682.50
BALANCE DUE	$682.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9904945
STATEMENT NO: 13651

Attn: Lynn Swanson

adv. Boynton Old School Partnership, LLC

			HOURS	
01/06/2017	JAC	review N/Appeal and prepare to discuss timing and effect with LL	0.40	
01/09/2017	JAC	review case issues with LL regarding pending RFQ; follow up on same	0.60	
		FOR CURRENT SERVICES RENDERED	1.00	195.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	1.00	$195.00	$195.00

TOTAL CURRENT WORK	195.00
BALANCE DUE	$195.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9904950
STATEMENT NO: 13652

Attn: Lynn Swanson

Litigation Miscellaneous

			HOURS	
01/09/2017	FLN	Worked on BB foreclosure matters/organization with office staff.	0.90	
01/12/2017	DNM	Logged into the EPortal to add my name on the service list of each of the active Boynton Beach cases.	2.00	
	TAD	Receipt and review of supervisors incident report (McCormick).	0.10	
01/13/2017	FLN	T/C to Lynn Swanson w/ Daniella Normil re: Boynton Beach (BB) foreclosures; worked on BB foreclosure file updates.	0.50	
	TAD	Receipt and review of supervisors incident report (Stall)	0.10	
	JAC	review FN lien cases and coordinate transmission of pleadings; oversight; check correspondence and pleadings	2.00	
01/17/2017	SHB	Review Jenkins and Schoenberger files.	1.00	
01/18/2017	TAD	Telephone conference with City re: incident report and actions to be taken.	0.30	
01/23/2017	TAD	Receipt and review of use of force report (Schwab). Receipt of use of force report (Odum). Receipt of notice of appeal on closed matter and correspondence re: same.	0.40	
01/26/2017	JAC	Pending case status review; research regarding foreclosure defense policy.	0.40	
01/27/2017	TAD	Receipt and review of use of force report (Molden).	0.10	
		FOR CURRENT SERVICES RENDERED	7.80	1,132.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	2.40	$195.00	$468.00
SHANA H. BRIDGEMAN	1.00	195.00	195.00
DANIELLA M. NORMIL	2.00	0.50	1.00
TRACEY A. DECARLO	1.00	195.00	195.00
FARAH L. NERETTE	1.40	195.00	273.00

TOTAL CURRENT WORK 1,132.00

CITY OF BOYNTON BEACH

01/30/2017

ACCOUNT NO: 306-9904950

STATEMENT NO: 13652

Litigation Miscellaneous

BALANCE DUE	$1,132.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905018
STATEMENT NO: 13653

Attn: Lynn Swanson

City of Boynton Beach Model Block Right of Way
Acquisition

			HOURS	
01/03/2017	KLE	emails with Lynn Re: check for Collins	0.20	
01/05/2017	JAC	review closeout of Ed actions w/ KE and prepare to update LL and Commission	0.70	
	KLE	Travel to court to deposit funds for parcels 21 and 22; email City; emails with Jessie Vance.	2.60	
01/18/2017	KLE	Emails from and to attorney for Tax Collector Re: Interested Parties and Motion to Disburse	0.30	
		FOR CURRENT SERVICES RENDERED	3.80	741.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	0.70	$195.00	$136.50
KERRY L. EZROL	3.10	195.00	604.50

	Photocopies	12.60
	Postage	4.05
	TOTAL EXPENSES THRU 01/27/2017	16.65
01/05/2017	Parking - KLE	1.00
	Parking -	1.00
	TOTAL ADVANCES THRU 01/27/2017	1.00
	TOTAL CURRENT WORK	758.65
	BALANCE DUE	$758.65

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905099
STATEMENT NO: 13654

Attn: Lynn Swanson

adv. Christopher Parker, et al., Federal Class Action

			HOURS	
01/04/2017	SHB	Receive and review case status report. Discuss with MDC.	0.40	
01/05/2017	JAC	review case status report; conference with SB regarding same	0.30	
		FOR CURRENT SERVICES RENDERED	0.70	136.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	0.30	$195.00	$58.50
SHANA H. BRIDGEMAN	0.40	195.00	78.00

TOTAL CURRENT WORK	136.50
BALANCE DUE	$136.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905108
STATEMENT NO: 13655

Attn: Lynn Swanson

Rodrigues, Louis IA 14-020

			HOURS	
01/13/2017	SHB	Receive transcript; review CBA. Follow up with PBA and court reporter re: transcript and billing matters.	1.00	
01/24/2017	SHB	Follow up re: transcript and brief matters.	0.60	
		FOR CURRENT SERVICES RENDERED	1.60	312.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SHANA H. BRIDGEMAN	1.60	$195.00	$312.00

Photocopies	31.15
TOTAL EXPENSES THRU 01/27/2017	31.15
TOTAL CURRENT WORK	343.15
BALANCE DUE	$343.15

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905127
STATEMENT NO: 13656

Attn: Lynn Swanson

adv. Boss, Lendon (RLC appeal)

			HOURS	
01/04/2017	SHB	Receive and review mandate. Follow up with Hollander, Abramson, Leifert, and Judge Eissey's JA re: hearing to address appellate court's order. Discuss hearing matters with MDC. Prepare Notice of Hearing pursuant to Eissey's request; transmit to JA.	1.00	
01/06/2017	SHB	Receive and review order setting status check hearing. Order court reporter. Prep for hearing.	0.60	
01/10/2017	SHB	Prep for Eissey 1/11 hearing; review file and trial transcript. Discuss case and program matters with MDC.	1.10	
01/11/2017	SHB	Attend hearing at Delray courthouse re:: Boss and 188 remanded cases. Discuss hearing matters with MDC and JAC. Follow up with Laverriere re: Hollander settlement offer.	4.00	
		FOR CURRENT SERVICES RENDERED	6.70	1,228.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SHANA H. BRIDGEMAN	6.70	$183.36	$1,228.50

Photocopies	28.35
TOTAL EXPENSES THRU 01/27/2017	28.35
TOTAL CURRENT WORK	1,256.85
BALANCE DUE	$1,256.85

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905129
STATEMENT NO: 13657

Attn: Lynn Swanson

adv. (Donastor, Murat, et al.) vs. JP Morgan Chase
Bank 1607 NE 4th Street, Boynton Beach, FL 33435

			HOURS	
01/09/2017	FLN	Reviewed Certificate of Sale; saved to file.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	39.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
FARAH L. NERETTE	0.20	$195.00	$39.00

TOTAL CURRENT WORK	39.00
BALANCE DUE	$39.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
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Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905138
STATEMENT NO: 13658

Attn: Lynn Swanson

adv. (Akyeshia C. Gums, et al.) vs. JPMorgan Chase Bank 2171 NW 1st Street, Boynton Beach, FL 33435

			HOURS	
01/26/2017	DNM	Receipt and reviewed Plaintiff's status report to update information.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	37.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
DANIELLA M. NORMIL	0.30	$125.00	$37.50

TOTAL CURRENT WORK	37.50
BALANCE DUE	$37.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905160
STATEMENT NO: 13659

Attn: Lynn Swanson

Ryan, Ron Complaint

			HOURS	
01/06/2017	JAC	review reply to Plaintiff's attorney regarding response	0.30	
01/10/2017	JAC	review pleadings	0.20	
		FOR CURRENT SERVICES RENDERED	0.50	97.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	0.50	$195.00	$97.50

TOTAL CURRENT WORK	97.50
BALANCE DUE	$97.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905162
STATEMENT NO: 13660

Attn: Lynn Swanson

adv. (Schwartz, the Estate of Barbara, et. al.) vs
The Bank of New York Mellon 320 SW 5th Avenue,
Boynton Beach, FL 33435

			HOURS	
01/05/2017	FLN	Emails to Third Party Purchaser's attorney and to Barb Conboy re: status of filing of Commission approved Utility lien settlement and next steps as far as payment and release.	0.50	
01/09/2017	FLN	Reviewed filed Stipulated Agreement; sent update email to Barb Conboy on status of settlement; discussed file closure with staff after file pleading index is updated.	0.60	
01/10/2017	FLN	Reviewed email from Third Party Purchaser's counsel re: status of utility connection at property; sent related email to Barb Conboy and discussed with Barb via T/C; reviewed Barb's response to attorney on next steps to obtain connection.	0.80	
		FOR CURRENT SERVICES RENDERED	1.90	370.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
FARAH L. NERETTE	1.90	$195.00	$370.50

TOTAL CURRENT WORK	370.50
BALANCE DUE	$370.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905188
STATEMENT NO: 13661

Attn: Lynn Swanson

adv. The Bank of New York Mellon Trust Company,
N.A. (White, Jack)

			HOURS	
01/12/2017	FLN	Reviewed Plaintiff's Notice of Production of Trial Exhibits; saved pleading to electronic files.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	39.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
FARAH L. NERETTE	0.20	$195.00	$39.00

TOTAL CURRENT WORK	39.00
BALANCE DUE	$39.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905200
STATEMENT NO: 13662

Attn: Lynn Swanson

adv. Nationstar Mortgage, LLC (Meeks, Richard & Takeeta)

			HOURS	
01/12/2017	FLN	Reviewed Notice of Judicial Default against other defendants in this matter; saved pleading to electronic file.	0.20	
01/18/2017	JAC	review and research for response to Plaintiff's M/Summary Judgment	1.60	
		FOR CURRENT SERVICES RENDERED	1.80	351.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	1.60	$195.00	$312.00
FARAH L. NERETTE	0.20	195.00	39.00

TOTAL CURRENT WORK	351.00
BALANCE DUE	$351.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905205
STATEMENT NO: 13663

Attn: Lynn Swanson

adv. Federal National Mortgage Association (FPM Properties, LLC, et al.)

			HOURS	
01/12/2017	FLN	Reviewed Defendant's Response to Motion/Notice to Set matter for trial; Defendant's Initial Witness and Exhibit lists and saved pleadings to electronic files.	0.50	
01/23/2017	DNM	Receipt and reviewed Motion to Strike form Plaintiff.	0.30	
		FOR CURRENT SERVICES RENDERED	0.80	135.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
DANIELLA M. NORMIL	0.30	$125.00	$37.50
FARAH L. NERETTE	0.50	195.00	97.50

TOTAL CURRENT WORK	135.00
BALANCE DUE	$135.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905206
STATEMENT NO: 13664

Attn: Lynn Swanson

adv. Secured Holdings, Inc.

			HOURS	
01/10/2017	JAC	review B. Condo letter and forward to LL for Comission update	0.40	
01/25/2017	JAC	review QPODD Motion to Dismiss - review Negligent Maintenance issue	0.60	
		FOR CURRENT SERVICES RENDERED	1.00	195.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	1.00	$195.00	$195.00

TOTAL CURRENT WORK	195.00
BALANCE DUE	$195.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
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Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905210
STATEMENT NO: 13665

Attn: Lynn Swanson

adv. Ditech Financial, LLC (Daquay, Marcel, et al)

			HOURS	
01/25/2017	DNM	Receipt and reviewed Amended Motion Hearing.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	37.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
DANIELLA M. NORMIL	0.30	$125.00	$37.50

TOTAL CURRENT WORK	37.50
BALANCE DUE	$37.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905212
STATEMENT NO: 13666

Attn: Lynn Swanson

adv. James B. Nutter & Company (Estate of Hazel Clemmons, et al.)

			HOURS	
01/18/2017	DNM	Receipt and reviewed Order appointing Guardian Ad Litem.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	37.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
DANIELLA M. NORMIL	0.30	$125.00	$37.50

TOTAL CURRENT WORK	37.50
BALANCE DUE	$37.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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Attorneys at Law
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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905217
STATEMENT NO: 13667

Attn: Susan Harris, Finance Director

Lubin, Jameka Pre-D (Termination)

			HOURS	
01/11/2017	SHB	Arbitration prep. Coordinate witness meetings.	0.60	
01/18/2017	SHB	Arbitration prep at City Hall.	7.00	
01/20/2017	SHB	Arbitration prep. Review and assemble exhibits.	2.00	
01/25/2017	SHB	Arbitration prep. Coordinate additional witness interviews. Discuss case matters with Oldbury.	1.00	
01/26/2017	SHB	Arbitration prep.	0.60	
		FOR CURRENT SERVICES RENDERED	11.20	2,184.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SHANA H. BRIDGEMAN	11.20	$195.00	$2,184.00

Color photocopies	0.35
Photocopies	79.80
TOTAL EXPENSES THRU 01/27/2017	80.15
TOTAL CURRENT WORK	2,264.15
BALANCE DUE	$2,264.15

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905225
STATEMENT NO: 13668

Attn: Lynn Swanson

adv. HCRA Properties 1, LLC (Code Appeal)

			HOURS	
01/26/2017	DNM	Receipt and reviewed Order to Show Cause, and located physical file for JAC.	0.50	
		FOR CURRENT SERVICES RENDERED	0.50	62.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
DANIELLA M. NORMIL	0.50	$125.00	$62.50

TOTAL CURRENT WORK	62.50
BALANCE DUE	$62.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

GOREN, CHEROF, DOODY & EZROL, P.A.
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Telephone (954) 771-4500

CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905227
STATEMENT NO: 13669

Attn: Lynn Swanson

adv. Federal National Mortgage Association
(Moskoff, Eric)

			HOURS	
01/20/2017	DNM	Receipt and reviewed Request for Copies, Witness list and Objection.	0.30	
01/24/2017	DNM	Receipt and reviewed Notice of Hearing for a Motion and service of witness list.	0.80	
01/26/2017	DNM	Receipt and reviewed Plaintiff's witness list to update information.	0.30	
		FOR CURRENT SERVICES RENDERED	1.40	175.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
DANIELLA M. NORMIL	1.40	$125.00	$175.00

TOTAL CURRENT WORK	175.00
BALANCE DUE	$175.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905249
STATEMENT NO: 13670

Attn: Lynn Swanson

adv. 5848 Corson PL, LLC
(City of Lake Worth, etal.)

			HOURS	
01/04/2017	FLN	Reviewed and responded to email from Plaintiff's counsel re: possible settlement.	0.30	
01/06/2017	FLN	Reviewed documents and sent emails to Code Coordinator Vestiguerne Pierre re: cross liens status and partial releases; sent update email to Plaintiff's attorney.	0.70	
01/09/2017	FLN	Reviewed emails from Pierre Vestiguerne (coordinator with Code/Community Standards dept) re: to partial release settlement; Discussed lien settlement offer with JAC; sent related emails to Tim Howard and Plaintiff's attorney Jordana Sarrell.	1.00	
01/11/2017	FLN	Reviewed pleading and exhibit before filing; T/C to Plaintiff's attorney's office re: status of resolution of partial releases; exchanged related emails with Plaintiff's attorney; also discussed status of resolution with Tim Howard via exchange of emails.	2.00	
01/13/2017	DNM	Receipt and reviewed E-filed Motion for Default against Defendants Gaedeke Group, LLC and Gaedeke Holdings, LTD.	0.30	
		FOR CURRENT SERVICES RENDERED	4.30	817.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
DANIELLA M. NORMIL	0.30	$125.00	$37.50
FARAH L. NERETTE	4.00	195.00	780.00

TOTAL CURRENT WORK	817.50
BALANCE DUE	$817.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

Goren, Cherof, Doody & Ezrol, P.A. - Jan 2017
Risk Cases

Augenbraum, Albert(review of order)	19.50
Freeman, Luanne(False Arrest)	3,580.50
Galindez, Maria (Slip & Fall)	312.00
Mina, German (Slip & Fall)	2,382.50
Gregory, Mola (Slip & Fall)	2,137.00
Oldham, Dana (Fall)	2,497.20
Galindez, Dennis(Slip & Fall)	3,043.50
Caliskan, Hasan(MVA)	78.00
Jenkins, Gail & Leon(Demolition)	1,249.00
Baez, Estela (Slip & Fall)	526.50
Blutcher, Pamela (MVA)	97.50
Goldman, Barry(Bike/grate accident)	3,375.00
Braswell, Jeffrey(Excessive Force)	117.00
Jackson-Evancich, Deborah	182.66
Harris, Byron(excessive force)	117.00
Broberg, Leif Complaint(2015)	195.00
Dunn, Jonathan(arrest w/o probable)	19.50
Wade, George(auto accident)	175.50
Caliendo, Giovanni & Emily(Code)	292.50
Jackson, Tamika(Slip & Fall)	78.00
Davila, Danielle(Police)	58.50
Shevlin, Patrick(false arrest)	175.50
Readon, Jayden,Estate(police chase)	39.00
Honacher, Jack(Baker Act-Police)	19.50
Ryan, Ronald(whistleblower)	1,072.50
Estime, Robens(Police Deadly Force)	156.00
Sobriety Now, Inc	78.00
Hill, Ashley(excessive force)	117.00
Gonzalez, Maria de Jesus(police)	19.50
Jenkins, Laquanda (Public Works)	409.50
TOTAL Goren,Cherof Risk Legal Costs	22,620.36

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905033
STATEMENT NO: 13614

Attn: Lynn Swanson

adv. Augenbraum, Albert

Billing Category 18-RLO

			HOURS	
01/17/2017	TAD	Receipt and review of order re: lack of prosecution.	0.10	
		FOR CURRENT SERVICES RENDERED	0.10	19.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.10	$195.00	$19.50

TOTAL CURRENT WORK	19.50
BALANCE DUE	$19.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905039
STATEMENT NO: 13615

Attn: Lynn Swanson

adv. Freeman, Luanne (False Arrest)

Billing Category: 18-RLO
Claim #001470-000348-PP-01

			HOURS
01/05/2017	JAC	review Ben B request and call to J.O regarding same	0.20
01/09/2017	DNM	Reviewed additional medical records to add to our cheat sheet.	1.50
	TAD	Receipt and review of correspondence from Davis counsel re: plaintiffs prescriptions. Receipt of correspondence from plaintiff counsel re: additional evidence. Prepare correspondence to City re: depositions.	0.30
01/10/2017	SHB	Drafting and revision: Motion for Summary judgment.	1.00
	TAD	Receipt and review of correspondence from plaintiff counsel re: mediation and prepare response to same. Receipt of Motion for Extension of Time. Receipt of correspondence to court re: motion and receipt of proposed order.	0.80
01/11/2017	TAD	Receipt and review of correspondence from Davis counsel re: discovery. Receipt of records from South Florida Detox, Walgreens, State Attorney office, and Plaintiff's criminal attorney in response to subpoenas. Revise outline of claims re: same. Receipt of correspondence from Davis counsel re: motion for summary judgment.	2.20
01/12/2017	SHB	Drafting and revision: Boynton's motion for summary judgment. To TAD for review.	5.40
	TAD	Review motion for summary judgment and statement to fact re: revisions to same. Receipt of notice of mediation and prepare correspondence re: same. Receipt of order on motion for extension of time.	0.90
01/13/2017	SHB	Drafting and revision: Motion for Summary Judgment and Statement of Material facts. Finalize and file Motion.	3.30
	TAD	Receipt and review correspondence re: expert information. Prepare correspondence to the City re: motion for summary judgment.	0.50
01/17/2017	TAD	Prepare correspondence to the City re: mediation and receipt of response to same.	0.20
01/23/2017	TAD	Receipt and review of correspondence from Plaintiff rel: settlement.	

adv. Freeman, Luanne (False Arrest)

			HOURS	
		Receipt of correspondence from Davis counsel re: same. Receipt of correspondence from City re: status. Prepare correspondence to counsel re: authority to settle. Telephone conference with City re: counteroffer. Telephone conference with Davis counsel re: settlement issues.	0.80	
01/24/2017	TAD	Receipt and review of correspondence re: release and settlement agreement. Receipt of correspondence from Davis counsel re: settlement. Prepare response to same.	0.30	
01/25/2017	TAD	Receipt and review of proposed release and correspondence re: same. Prepare revisions to release document. Receipt of stipulation. Prepare correspondence to counsel re: changes to release documents. Receipt of response to same.	1.10	
01/27/2017	TAD	Receipt and review of order dismissing case with prejudice. Receipt of executed stipulation. Receipt of release from plaintiff	0.40	
		FOR CURRENT SERVICES RENDERED	18.90	3,580.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	0.20	$195.00	$39.00
SHANA H. BRIDGEMAN	9.70	195.00	1,891.50
DANIELLA M. NORMIL	1.50	125.00	187.50
TRACEY A. DECARLO	7.50	195.00	1,462.50

TOTAL CURRENT WORK	3,580.50
BALANCE DUE	$3,580.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905040
STATEMENT NO: 13616

Attn: Lynn Swanson

adv. Galindez, Marla (Slip & Fall)

Billing Category 18-RLO

			HOURS	
01/13/2017	JAC	prep for deposition	0.60	
01/17/2017	JAC	prep GM for depo; calls regarding depo cancellation; case prep regarding Motion to Amend	1.00	
		FOR CURRENT SERVICES RENDERED	1.60	312.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	1.60	$195.00	$312.00

TOTAL CURRENT WORK	312.00
BALANCE DUE	$312.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905062
STATEMENT NO: 13617

Attn: Lynn Swanson

adv. Mina, German (slip & Fall)

Billing Category: 18-RLO
Claim #001470-000340-GB-01

			HOURS
01/09/2017	TAD	Receipt and review of correspondence re: deposition of Roberts and investigator and prepare response to same.	0.20
01/10/2017	TAD	Receipt and review of correspondence from plaintiff re: depositions. Prepare correspondence to the City and to investigator re: depositions and receipt of response to same. Prepare notice of filing returns of service on non-parties.Receipt of surveillance report and photographs. Prepare correspondence to investigatort re: same.	1.40
	JAC	Review discovery issue.	0.40
01/12/2017	TAD	Receipt and review of correspondence from plaintiff re: discovery. Prepare: response to same. Review plaintiff witness list re: additional depositions. Prepare correspondence re: same.	0.40
01/13/2017	TAD	Receipt and review of correspondence from plaintiff re: settlement and prepare response to same. Receipt of notice of deposition of City representatives and investigator. Prepare correspondence to city re: pre-deposition meeting. Review surveillance video.	1.20
01/17/2017	DNM	Receipt and reviewed Plaintiff's Expert Witness list to start organized expert depositions.	0.60
	TAD	Review claims and begin preparation of pre-trial report. Receipt of correspondence from plaintiff re: settlement and prepare response to same.	2.30
01/18/2017	DNM	Reviewed calendar for Depo dates; Communicated with Plaintiff's attorney regarding setting depo dates.	0.40
	TAD	Review deposition testimony regarding pre-trial report and trial. Continue preparation of pre-trail report.	2.20
01/19/2017	DNM	Drafted Notice of Deposition Duces Tecum for Sean Mahan, M.D. and Edward H. Chung, M.D.	0.90
01/23/2017	TAD	Review notices of deposition and revise duces tecum request to expert, Review plaintiff medical and damage claims re: pre-trial report. Continue	

adv. Mina, German (slip & Fall)

			HOURS	
		preparation of report.	1.40	
01/24/2017	TAD	Telephone conference with plaintiff counsel re: settlement and trial issues. Review case law re information from investigator and admission of evidence and testimony for trial. Confer with City representatives re: trial preparation. Review depositions of City employees re: pre-trial report.	1.20	
01/27/2017	TAD	Receipt and review of order resetting calendar call. Telephone conference with judicial assistant re: trial issues.	0.30	
		FOR CURRENT SERVICES RENDERED	12.90	2,382.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	0.40	$195.00	$78.00
DANIELLA M. NORMIL	1.90	125.00	237.50
TRACEY A. DECARLO	10.60	195.00	2,067.00

TOTAL CURRENT WORK	2,382.50
BALANCE DUE	$2,382.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905066
STATEMENT NO: 13618

Attn: Lynn Swanson

adv. Gregory, Mola (slip & fall)

Billing Category: 18-RLO
Claim #001470-000341-GB-01

			HOURS	
01/05/2017	JAC	review Plaintiff's answers to interrogatories	0.30	
01/06/2017	JAC	review response to Request for Production and prepare regarding Objection	0.40	
01/09/2017	TAD	Receipt and review of correspondence from the City re: response to discovery and review responses. Prepare correspondence to City re: same.	0.20	
01/10/2017	TAD	Receipt and review of correspondence re: response to request for production. Receipt of plaintiffs response to request for production. Receipt of plaintiffs answers tointerrogatories. Prepare correspondence to plaintiff counsel re:response to discovery and deposition of plaintiff.	0.70	
01/11/2017	DNM	Receipt and review of Plaintiff's Response to our Request for Production to create a cheat sheet with all relevant information; started working on cheat sheet to include all medical records.	3.00	
01/12/2017	DNM	Continued working on reviewing medical records and Plaintiff's Answers to Interrogatories to create cheat sheet to keep all information organized.	3.00	
01/13/2017	DNM	Continued drafting and working on Cheat sheet.	3.60	
01/19/2017	DNM	Continued reviewing medical records, other documents and Plaintiff's Answers to Interrogatories to organize materials for depo of plaintiff.	3.20	
01/20/2017	DNM	Continued drafting cheat sheet to organize documents, medical records and all incoming information..	1.80	
		FOR CURRENT SERVICES RENDERED	16.20	2,137.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	0.70	$195.00	$136.50
DANIELLA M. NORMIL	14.60	125.00	1,825.00
TRACEY A. DECARLO	0.90	195.00	175.50

CITY OF BOYNTON BEACH

01/30/2017

ACCOUNT NO: 306-9905066

STATEMENT NO: 13618

adv. Gregory, Mola (slip & fall)

TOTAL CURRENT WORK	2,137.00
BALANCE DUE	$2,137.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905069
STATEMENT NO: 13619

Attn: Lynn Swanson

adv. Oldham, Dana (fall)

Billing Category 18-RLO
Claim #001470-000346-GB-01

			HOURS
01/03/2017	SCW	Review file and prepare for hearing. Research regarding discovery issues.	3.00
01/04/2017	SCW	Attend City's Motion to Compel Better Responses hearing. Prepare summary of hearing results.	3.60
01/06/2017	JAC	review Notice serving settlement proposal	0.20
01/09/2017	TAD	Receipt and review of correspondence re: deposition of Any Kind Check Cashing and review of response to same.	0.10
01/10/2017	TAD	Receipt and review of notice of service of proposal for settlement. Receipt of correspondence re: mediation. Receipt of correspondence re: deposition of plaintiff.	0.30
01/12/2017	TAD	Receipt and review of correspondence re: discovery issues and depositions.	0.10
01/13/2017	TAD	Receipt and review of correspondence re: deposition of the plaintiff and prepare response to same.	0.20
01/17/2017	TAD	Review claims and discovery responses and prepare litigation report and budget.	1.40
01/19/2017	TAD	Receipt and review of order on motion to dismiss count III. Receipt of motion to compel plaintiff response to discovery. Receipt of Any Kind answers to interrogatories.	0.70
01/20/2017	JAC	status and budget preview; review litigation options	0.60
01/24/2017	SCW	Review Court Order Regarding Motion to Compel Better Responses.	0.10
	TAD	Receipt and review of plaintiffs response and objections and request for production. Receipt of plaintiff response to second request for production. Receipt and review of records produced.	1.20

CITY OF BOYNTON BEACH

01/30/2017

ACCOUNT NO: 306-9905069

STATEMENT NO: 13619

adv. Oldham, Dana (fall)

			HOURS	
01/25/2017	TAD	Receipt and review of plaintiffs answers to collateral source interrogatories. Receipt of Plaintiffs answers to interrogatories.	0.50	
01/27/2017	TAD	Receipt and review of order granting motion to compel. Receipt of notice of service of proposal for settlement to Plaintiff. Receipt of verified answers to interrogatories.	0.30	
		FOR CURRENT SERVICES RENDERED	12.30	2,398.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	0.80	$195.00	$156.00
TRACEY A. DECARLO	4.80	195.00	936.00
SHARI C. WALLEN	6.70	195.00	1,306.50

Photocopies	98.70
TOTAL EXPENSES THRU 01/27/2017	98.70
TOTAL CURRENT WORK	2,497.20
BALANCE DUE	$2,497.20

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905083
STATEMENT NO: 13620

Attn: Lynn Swanson

adv. Galindez, Dennis (slip & fall)

Billing Category: 18-RLO
Claim #001470-000330-GB-01

			HOURS
01/03/2017	DNM	Continued working on deposition summary of Mack McClendon for upcoming deposition.	0.60
01/04/2017	DNM	Continued preparing deposition summary of Mack McClendon.	2.00
01/05/2017	JAC	review depo schedule and prepare regarding preparing witnesses	0.60
01/06/2017	DNM	Continued working on Deposition Summary for Mack McClendon.	2.00
01/09/2017	TAD	Receipt and review of correspondence from First Genesis counsel re: motions and prepare response to same. Receipt of correspondence from plaintiff counsel re: hearing and depositions. Receipt of renotice of deposition of Murray.	0.30
01/10/2017	DNM	Continued working on deposition summary for Mack McClendon.	3.00
	TAD	Receipt and review correspondence from plaintiff and First Genesis counsel re: motion for leave to amend. Receipt of motion for leave to amend. Receipt of proposed amended complaint. Receipt of notice of non-party production and subpoenas to Walgreens and CVS.	0.70
	JAC	call with attorney and follow up regarding Motion for leave to Amend	0.60
01/11/2017	DNM	Continued working on deposition summary for Mack McClendon for the upcoming depositions; prepared depo folders for JAC for the depositions.	3.00
	TAD	Receipt and review of correspondence from adjuster re: budget. Prepare response to same.	0.20
01/12/2017	DNM	Continued working on Deposition summary of Mack McClendon.	2.00
	TAD	Receipt and review amended notice of deposition. Receipt of corrected notice of deposition. Receipt of notice of hearing on motion for leave to amend.	0.20
01/13/2017	DNM	Drafted request for copies to obtain to documents; communicated with Lynn regarding the upcoming deposition schedule; removed unnecessary materials from folder due to changes in depositions.	0.80

CITY OF BOYNTON BEACH

01/30/2017

ACCOUNT NO: 306-9905083

STATEMENT NO: 13620

adv. Galindez, Dennis (slip & fall)

			HOURS	
	DNM	Continued drafting deposition summary of MackClendon.	1.70	
01/17/2017	TAD	Receipt and review of correspondence re: depositions of City representatives and prepare response to same.	0.20	
01/18/2017	DNM	Revised our request for copies to be filed and served; drafted letter to Julie Oldbury regarding Correa deposition; drafted a re-notice of Deposition; Finished Deposition summary of Mack McClendon; receipt and reviewed Motion.	4.10	
	TAD	Receipt and review of correspondence re: depositions of City representatives and prepare response to same.	0.20	
01/23/2017	TAD	Receipt and review of correspondence from First Genesis counsel re: depositions of the Plaintiffs. Prepare response to same. Receipt of notice of non-objection to non-party subpoenas.	0.30	
		FOR CURRENT SERVICES RENDERED	22.50	3,043.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	1.20	$195.00	$234.00
DANIELLA M. NORMIL	19.20	125.00	2,400.00
TRACEY A. DECARLO	2.10	195.00	409.50

TOTAL CURRENT WORK	3,043.50
BALANCE DUE	$3,043.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905092
STATEMENT NO: 13621

Attn: Lynn Swanson

adv. Caliskan, Hasan (MVA)

Billing Category: 18-RLO
Claim #001470-000354-AB-02

			HOURS	
01/23/2017	TAD	Telephone conference with plaintiff counsel re: status and trial setting.	0.20	
01/27/2017	TAD	Receipt and review of correspondence re: mediation and prepare response to same.	0.20	
		FOR CURRENT SERVICES RENDERED	0.40	78.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.40	$195.00	$78.00

TOTAL CURRENT WORK	78.00
BALANCE DUE	$78.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905093
STATEMENT NO: 13622

Attn: Lynn Swanson

adv. Jenkins, Gail and Leon (Demolition)

Billing Code: 18-RLO
Claim #001470-000382-GD-01

			HOURS	
01/05/2017	JAC	review pleadings regarding M/extension call to clerk	0.20	
01/09/2017	DNM	Prepared and organized binders for incoming discovery documents.	1.10	
01/10/2017	TAD	Receipt and review of notice of appearance and receipt of motion for extension of time to respond to counterclaim.	0.30	
01/19/2017	TAD	Receipt and review of correspondence from plaintiff re: response to counterclaim and prepare response to same.	0.20	
	TAD	Review case law re: damage issues and claims re: report. Prepare litigation report. Prepare litigation budget for claim. Prepare correspondence re: same.	3.10	
01/20/2017	JAC	review and revise report; evaluate settlement option.	0.70	
01/23/2017	TAD	Receipt and review of correspondence re: lien. Telephone conference with MERS counsel re: counterclaim settlement. Review statute and Boynton Amendments to code regarding damages recoverable for settlement disciussions. Telephone conference with City re: lein. Receipt of notice from Department of State re: service on Homecoming Financial.	1.20	
		FOR CURRENT SERVICES RENDERED	6.80	1,249.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	0.90	$195.00	$175.50
DANIELLA M. NORMIL	1.10	125.00	137.50
TRACEY A. DECARLO	4.80	195.00	936.00

TOTAL CURRENT WORK	1,249.00
BALANCE DUE	$1,249.00

CITY OF BOYNTON BEACH

01/30/2017

ACCOUNT NO: 306-9905093

STATEMENT NO: 13622

adv. Jenkins, Gail and Leon (Demolition)

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
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01/30/2017
ACCOUNT NO: 306-9905097
STATEMENT NO: 13623

Attn: Lynn Swanson

adv. Baez, Estela (slip & fall)

Billing Category 18-RLO
Claim #001470-000364-GB-01

			HOURS	
01/04/2017	JAC	review item and call with Plaintiff attorney regarding settlement	0.60	
01/13/2017	TAD	Receipt and review of correspondence from Leisureville adjuster re: additional authority and status of negotiations and prepare response to same.	0.30	
01/19/2017	TAD	Receipt and review of proposal for settlement from plaintiff. Prepare correspondence to City re: offer and issues.	0.40	
01/23/2017	TAD	Receipt and review of correspondence from City re: proposal. Prepare correspondence to Leisureville re: settlement. Telephone conference with City re: response to proposal for settlement.	0.60	
01/24/2017	TAD	Receipt and review of notice of jury trial.	0.10	
01/25/2017	JAC	review settlement offer and email with attorney; discuss with TD	0.50	
01/27/2017	TAD	Receipt and review of correspondence re: settlement and prepare response to same.	0.20	
		FOR CURRENT SERVICES RENDERED	2.70	526.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	1.10	$195.00	$214.50
TRACEY A. DECARLO	1.60	195.00	312.00

TOTAL CURRENT WORK	526.50
BALANCE DUE	$526.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905102
STATEMENT NO: 13624

Attn: Lynn Swanson

adv. Blutcher, Pamela (MVA)

Billing Category - 18RLO
Claim #001470-000369-AB-01

			HOURS	
01/09/2017	TAD	Prepare correspondence to plaintiff re: motion to compel and receipt of response to same.	0.20	
01/10/2017	TAD	Receipt and review of notice of hearing on motion to compel. Prepare correspondence to plaintiff re: same.	0.20	
01/23/2017	TAD	Receipt and review of renotice of hearing on motion to compel.	0.10	
		FOR CURRENT SERVICES RENDERED	0.50	97.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.50	$195.00	$97.50

TOTAL CURRENT WORK	97.50
BALANCE DUE	$97.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905111
STATEMENT NO: 13625

Attn: Lynn Swanson

adv. Goldman, Barry (bike/grate accident)

Billing Category: 18-RLO
Claim #001470-000373-GB-01

			HOURS	
01/04/2017	DNM	Telephone call with Plaintiff's attorney regarding the proper address to send the subpoena.	0.20	
01/05/2017	DNM	Prepared and updated received information for the subpoena of Zimmerman Associates.	0.50	
01/06/2017	DNM	Revised Notice of Depo to send out to Opposing Counsel.	0.50	
01/09/2017	DNM	Telephone call from Carol Mathus of Aronberg & Aronburg regarding new dated for their expert's deposition.	0.30	
	DNM	Continued reviewing Plaintiff's exhibits to make note of what we have and what we don't have.	1.50	
01/10/2017	TAD	Review and edit duces tecum request to plaintiffs expert.	0.20	
01/13/2017	TAD	Receipt and review correspondence re: expert depositions.	0.10	
01/24/2017	TAD	Prepare correspondence to expert witness re: fee. Review case law re: motion in limine re: subsequent measures. Review information from City re: defects. Review deposition of City representatives re: information on alleged defects for deposition of plaintiff expert. Review information from Plaintiff re: medical claims for pre-mediation report.	2.90	
01/25/2017	TAD	Prepare proposed jury instructions re: trial. Review case law re: defenses for inclusion with jury instructions. Review case law re: judicial notice of statutes. Prepare for deposition of plaintiffs expert.	4.60	
01/27/2017	TAD	Prepare verdict form. Prepare motion in limine re: subsequent remedial measures. Revise jury instructions.	2.20	
		FOR CURRENT SERVICES RENDERED	13.00	2,325.00

CITY OF BOYNTON BEACH

01/30/2017

ACCOUNT NO: 306-9905111

STATEMENT NO: 13625

adv. Goldman, Barry (bike/grate accident)

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
DANIELLA M. NORMIL	3.00	$125.00	$375.00
TRACEY A. DECARLO	10.00	195.00	1,950.00

01/25/2017	Zimmerman Associates of Florida - Invoice 01252017	1,050.00
		1,050.00
	TOTAL ADVANCES THRU 01/27/2017	1,050.00
	TOTAL CURRENT WORK	3,375.00
	BALANCE DUE	$3,375.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905114
STATEMENT NO: 13626

Attn: Lynn Swanson

adv. Braswell, Jeffrey (excessive force)

Billing Category 18-RLO
Claim #001470-000378-PP-03

			HOURS	
01/10/2017	TAD	Receipt and review of notice of mediation and correspondence re: same. Receipt of case evaluation report.	0.50	
01/19/2017	TAD	Receipt and review of correspondence from adjuster re: authority and receipt of response to same.	0.10	
		FOR CURRENT SERVICES RENDERED	0.60	117.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.60	$195.00	$117.00

TOTAL CURRENT WORK	117.00
BALANCE DUE	$117.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905115
STATEMENT NO: 13627

Attn: Lynn Swanson

adv. Jackson - Evancich, Deborah

Billing Category: 18-RLO
Claim #001470-000329-GB-01

			HOURS	
01/09/2017	TAD	Receipt and review of release and agreement. Prepare correspondence re: same.	0.30	
01/10/2017	TAD	Receipt and review of correspondence from adjuster re: settlement. Prepare correspondence to the City re: status.	0.20	
01/19/2017	TAD	Prepare correspondence to plaintiff counsel re: settlement issues.	0.20	
01/23/2017	TAD	Receipt and review of correspondence from plaintiff counsel re: settlement proceeds and prepare:response to same.	0.20	
		FOR CURRENT SERVICES RENDERED	0.90	175.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.90	$195.00	$175.50

Photocopies	0.70
Postage	6.46
TOTAL EXPENSES THRU 01/27/2017	7.16
TOTAL CURRENT WORK	182.66
BALANCE DUE	$182.66

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905117
STATEMENT NO: 13628

Attn: Lynn Swanson

adv. Harris, Byron (excessive force)

Billing Category: 18-RLO
Claim #001470-000378-PP-01

			HOURS	
01/10/2017	TAD	Receipt and review of order on motion for leave to file reply. receipt of order on motion for extension of time. Receipt of notice of settlement. Receipt of correspondence from outside counsel re: status and prepare correspondence re: same.	0.40	
01/12/2017	TAD	Prepare correspondence to outside counsel re: settlement and charging lien and receipt of response to same.	0.20	
		FOR CURRENT SERVICES RENDERED	0.60	117.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.60	$195.00	$117.00

TOTAL CURRENT WORK	117.00
BALANCE DUE	$117.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905124
STATEMENT NO: 13629

Attn: Lynn Swanson

Broberg, Leif Complaint (2015)

Billing Category: 18-RLO
Claim #001470-000390-EP-01

			HOURS	
01/09/2017	TAD	Receipt and review of correspondence re: amended response to request for production and amended response and prepare correspondence re: same.	0.20	
01/27/2017	JAC	Review discovery re: case options and evaluation for trial; evaluation conference with TD.	0.80	
		FOR CURRENT SERVICES RENDERED	1.00	195.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	0.80	$195.00	$156.00
TRACEY A. DECARLO	0.20	195.00	39.00

TOTAL CURRENT WORK	195.00
BALANCE DUE	$195.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905131
STATEMENT NO: 13630

Attn: Lynn Swanson

adv.Dunn, Jonathan (arrest without probable cause)

Billing Category: 18-RLO
Claim #001470-000379-PP-01

			HOURS	
01/09/2017	TAD	Receipt and review of final form of motion to dismiss. Prepare correspondence re: same.	0.10	
		FOR CURRENT SERVICES RENDERED	0.10	19.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.10	$195.00	$19.50

TOTAL CURRENT WORK	19.50
BALANCE DUE	$19.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905132
STATEMENT NO: 13631

Attn: Lynn Swanson

adv. Wade, George (auto accident)

Billing Category: 18-RLO
Claim #001470-000380-AB-01

			HOURS	
12/20/2016	TAD	Receipt and review of correspondence from plaintiff re: mediation. Receipt of plaintiff's medical history and records. Receipt of plaintiff mediation report. Receipt of correspondence from mediator re: mediation.	0.60	
01/09/2017	TAD	Receipt and review of correspondence from adjuster re: status and prepare response to same.	0.20	
01/10/2017	TAD	Prepare notice of filing returns of service on non-parties.	0.10	
		FOR CURRENT SERVICES RENDERED	0.90	175.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.90	$195.00	$175.50

TOTAL CURRENT WORK	175.50
BALANCE DUE	$175.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905171
STATEMENT NO: 13632

Attn: Lynn Swanson

adv. Caliendo, Giovanni & Emily (code violation)

Billing Category: 18-RLO
Claim #001470-000400-PI-01

			HOURS	
01/09/2017	TAD	Receipt and review of correspondence from Hart counsel regarding motion to dismiss and prepare response to same.	0.20	
01/10/2017	TAD	Receipt and review of report from Hart counsel. Receipt of correspondence from Plaintiff and Hart counsel re: motion to dismiss. Receipt of correspondence from court re: hearing on motion to dismiss. Prepare responses to correspondence and prepare renotice of hearing on motion to dismiss.	0.60	
	JAC	review draft status report	0.30	
01/12/2017	TAD	Receipt and review of correspondence re: renotice of motion to dismiss. Receipt of notice of hearing on Hart motion to dismiss and correspondence re: same.	0.20	
01/18/2017	TAD	Receipt and review of interrogatories and request for production to plaintiffs.	0.20	
		FOR CURRENT SERVICES RENDERED	1.50	292.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	0.30	$195.00	$58.50
TRACEY A. DECARLO	1.20	195.00	234.00

TOTAL CURRENT WORK	292.50
BALANCE DUE	$292.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905175
STATEMENT NO: 13633

Attn: Lynn Swanson

adv. Jackson, Tamika (slip & fall)

Billing Category: 18-RLO
Claim #001470-000398-GB-01

			HOURS	
01/27/2017	TAD	Receipt and review of correspondence from adjuster re: status and claim. Review clerks website to determine if claim filed. Prepare correspondence to the City and adjuster re: status.	0.40	
		FOR CURRENT SERVICES RENDERED	0.40	78.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.40	$195.00	$78.00

TOTAL CURRENT WORK	78.00
BALANCE DUE	$78.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905177
STATEMENT NO: 13634

Attn: Lynn Swanson

Davila, Danielle (Police)

Billing Category: 18-RLO
Claim #001470-000393-PP-01

			HOURS	
01/11/2017	TAD	Receipt and review correspondence from adjuster. Review reports and claim notes re information requested. Prepare correspondence re: same.	0.30	
		FOR CURRENT SERVICES RENDERED	0.30	58.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.30	$195.00	$58.50

TOTAL CURRENT WORK	58.50
BALANCE DUE	$58.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905186
STATEMENT NO: 13635

Attn: Lynn Swanson

adv. Shevlin, Patrick (false arrest)

Billing Category: 18-RLO
Claim #001470-000395-PP-01

			HOURS	
01/06/2017	JAC	review response to discovery and objections; check agent City records	0.50	
01/11/2017	TAD	Receipt and review of arrest report regarding claims.	0.20	
01/13/2017	TAD	Receipt and review of correspondence re: Motion to Dismiss and prepare response to same.	0.20	
		FOR CURRENT SERVICES RENDERED	0.90	175.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
JAMES A. CHEROF	0.50	$195.00	$97.50
TRACEY A. DECARLO	0.40	195.00	78.00

TOTAL CURRENT WORK	175.50
BALANCE DUE	$175.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905190
STATEMENT NO: 13636

Attn: Lynn Swanson

adv. Readon, Jayden, Estate of (police chase)

Billing Category: 18-RLO
Claim #001470-000396-AB-01

			HOURS	
01/12/2017	TAD	Receipt and review of correspondence re: detailed status report. Review report.	0.20	
		FOR CURRENT SERVICES RENDERED	0.20	39.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.20	$195.00	$39.00

TOTAL CURRENT WORK	39.00
BALANCE DUE	$39.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905215
STATEMENT NO: 13637

Attn: Lynn Swanson

adv. Honacher, Jack (Baker Act - Police)

Billing Category: 18 - RLO

			HOURS	
01/09/2017	TAD	Receipt and review of correspondence re: offer.	0.10	
		FOR CURRENT SERVICES RENDERED	0.10	19.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.10	$195.00	$19.50

TOTAL CURRENT WORK	19.50
BALANCE DUE	$19.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905216
STATEMENT NO: 13638

Attn: Lynn Swanson

adv. Ryan, Ronald (whistleblower PD)

Billing Category: 18 - RLO
Claim #001470-000410-EP-01

			HOURS	
01/09/2017	TAD	Receipt and review of correspondence re: answers to interrogatories. Revise answers and prepare correspondence to City re: same. Prepare correspondence to plaintiff counsel re: response to discovery.	0.40	
01/10/2017	TAD	Receipt and review of correspondence re: response to discovery. Prepare correspondence to plaintiff re: same. Review and revise response to request for production and interrogatories. Prepare correspondence to City re: response to discovery and receipt of response to same.	0.50	
01/11/2017	TAD	Receipt and review of records from the City re: plaintiffs prior employment issues and evaluations.	0.70	
01/19/2017	TAD	Review claim information re: timeline of events and information on on communications with City. Review policy terms re: response to insurance carrier. Draft response to insurance carrier. Review statue re: notice requirements. Revise interrogatories to Plaintiff to include additional items. Revise request for admissions to include additional requests.	2.80	
01/25/2017	TAD	Receipt and review of emails from City re: response to request for production.	1.10	
		FOR CURRENT SERVICES RENDERED	5.50	1,072.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	5.50	$195.00	$1,072.50

TOTAL CURRENT WORK	1,072.50
BALANCE DUE	$1,072.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905218
STATEMENT NO: 13639

Attn: Lynn Swanson

adv. Estime, Robens (Police Deadly Force)

Billing Category: 18-RLO
Claim #001470-000411-PP-01

			HOURS	
01/09/2017	TAD	Receipt and review of correspondence from adjuster re: status. Review docket re: same. Prepare correspondence re: information on trial and charges.	0.40	
01/20/2017	SHB	Follow up re: status of criminal calendar call and trials.	0.30	
01/27/2017	TAD	Receipt and review of correspondence re: status of trial.	0.10	
		FOR CURRENT SERVICES RENDERED	0.80	156.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
SHANA H. BRIDGEMAN	0.30	$195.00	$58.50
TRACEY A. DECARLO	0.50	195.00	97.50

TOTAL CURRENT WORK	156.00
BALANCE DUE	$156.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905224
STATEMENT NO: 13640

Attn: Lynn Swanson

adv. Sobriety Now, Inc.

Billing Category: 18 - RLO
Claim #001470-000414-EP-01

			HOURS	
01/23/2017	TAD	Receipt and review of correspondence from adjuster re: status. Review docket and notice of not entering default. Prepare correspondence to city and adjuster re: same.	0.40	
		FOR CURRENT SERVICES RENDERED	0.40	78.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.40	$195.00	$78.00

TOTAL CURRENT WORK	78.00
BALANCE DUE	$78.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905233
STATEMENT NO: 13641

Attn: Lynn Swanson

adv. Hill, Ashley (Police-excessive force)

Billing Category: 18 - RLO
Claim #001470-000378-PP-02

			HOURS	
01/10/2017	TAD	Receipt and review of notice of mediation and correspondence re: same. Receipt of case evaluation report.	0.50	
01/19/2017	TAD	Receipt and review of correspondence from adjuster re: authority and response from City re: same.	0.10	
		FOR CURRENT SERVICES RENDERED	0.60	117.00

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.60	$195.00	$117.00

TOTAL CURRENT WORK	117.00
BALANCE DUE	$117.00

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905234
STATEMENT NO: 13642

Attn: Lynn Swanson

adv. Gonzalez, Maria de Jesus (police)

Billing Category: 18 - RLO
Claim #001470-000-416-PP-01

			HOURS	
01/09/2017	TAD	Receipt and review of information from the City re: status of claim and information from the police department.	0.10	
		FOR CURRENT SERVICES RENDERED	0.10	19.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
TRACEY A. DECARLO	0.10	$195.00	$19.50

TOTAL CURRENT WORK	19.50
BALANCE DUE	$19.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

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CITY OF BOYNTON BEACH
100 East Boynton Beach Boulevard
Boynton Beach FL 33425

01/30/2017
ACCOUNT NO: 306-9905244
STATEMENT NO: 13643

Attn: Lynn Swanson

adv. Jenkins, Laquanda (Public Works)

Billing Category: 18-RLO
Claim #

			HOURS	
01/05/2017	FLN	T/Cs and emails with Mary Krhovsky (insurance adjuster), Vestiguerne Pierre and Chris Yannuzzi re: this matter and to schedule T/C/C to discuss code violations.	0.80	
01/06/2017	FLN	1 hour T/C/C with Code compliance contacts and insurance adjuster; follow-up call with insurance adjuster re: next steps.	1.30	
		FOR CURRENT SERVICES RENDERED	2.10	409.50

RECAPITULATION

TIMEKEEPER	HOURS	HOURLY RATE	TOTAL
FARAH L. NERETTE	2.10	$195.00	$409.50

TOTAL CURRENT WORK	409.50
BALANCE DUE	$409.50

AMOUNTS PREVIOUSLY BILLED NOT INCLUDED ABOVE

Lewis, Stroud & Deutsch, PL-Jan 2017
Risk-Outside Counsel

Broberg v City, Police	7,691.88

Roberts, Reynolds, Bedard & Tuzzio, PLLC-Dec 2016

Yesnick v City	32.00
Boynton Old School v City	561.00
Hill v City	726.00
Freeman v City	11,073.41
Harris v City	478.50
Broberg v City	18,207.90
	31,078.81

TOTAL Jan 2017 Outside Counsel - Risk	38,770.69

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P.O. Box 310
Boynton Beach, FL 33425-0310

January 21, 2017
Bill No. 36100

CLIENT: City of Boynton Beach 032
MATTER: Hill v. Boynton Beach et al. 16481

Claim #N/A

BILL FOR FEES AND COSTS THROUGH 12/31/16

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
11/23/16	Telephone conference with Plaintiff's counsel Linnes Finney re: follow up concerning status of settlement documentation.	LHR	0.30
12/13/16	Receipt and review of correspondence from Plaintiff's counsel Finney re: demand letter on behalf of Ashley Hill for $450,000.	LHR	0.30
12/13/16	Correspondence to City Risk Manager Julie Oldbury and City Attorney Jim Cherof re: Plaintiff's time deadline demand for $450,000.	LHR	0.20
12/14/16	Receipt and review of e-mail from City Risk Manager Julie Oldbury re: advising she has contacted excess carrier representative O'Brien for potential handling of settlement authority as within excess layer of coverage.	LHR	0.20
12/15/16	Telephone conference with Christine O'Brien, excess carrier representative, re: response to Plaintiff's counsel's demand.	LHR	0.30
12/15/16	Receipt and review of e-mail from excess carrier representative Christine O'Brien re: rejection of Plaintiff's current demand, her impressions of claim, potential nuisance offer, and request to discuss same.	LHR	0.20
12/15/16	Preparation of email response to excess carrier representative Christine O'Brien re: acknowledging rejection of Plaintiff's current demand and upcoming conference to discuss case.	LHR	0.20
12/15/16	Receipt and review of e-mail from Gallagher Bassett adjuster Colleen Edwards to excess carrier Brit representative Christine O'Brien re: acknowledging rejection of Plaintiff's current demand and defense strategy.	LHR	0.20

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
12/15/16	Receipt and review of e-mail from Gallagher Bassett adjuster Colleen Edwards to City Attorney Tracey DeCarlo re: advising of contact by Plaintiff's counsel Finney with $450,000 demand, background of claims, potential claim by Braswell, and potential conference to discuss case.	LHR	0.20
12/15/16	Receipt and review of e-mail from excess carrier representative Christine O'Brien re: advising of TPA's communications with City as to Hill claim and questions concerning demand.	LHR	0.20
12/15/16	Preparation of email response to excess carrier representative Christine O'Brien re: confirmation of $450,000 demand for Hill and potential claim by Braswell.	LHR	0.20
12/16/16	Telephone conference with Plaintiff's counsel Linnes Finney re: discussions concerning Plaintiff's demand and Defendant's counter-offer.	LHR	0.30
12/16/16	Preparation of e-mail to excess carrier representative Christine O'Brien re: advising of outcome of telephone conference with Plaintiff's counsel Mr. Finney concerning claim of Hill, anticipated claim of Braswell, and rejection of $10,000 offer for settlement of Hill's claims, however, Mr. Finney is interested in pursuing settlement negotiations for both Hill and Braswell claims.	LHR	0.60
12/18/16	Receipt and review of e-mail from excess carrier representative Christine O'Brien re: discussing Plaintiff's demand, anticipated Braswell demand, and potential pre-litigation mediation.	LHR	0.20
12/18/16	Preparation of email response to excess carrier representative Christine O'Brien re: discussing Plaintiff's demand, anticipated Braswell demand, and potential pre-litigation mediation.	LHR	0.20
12/18/16	Receipt and review of second e-mail from excess carrier representative Christine O'Brien re: Plaintiff's demand, anticipated Braswell demand, and potential pre-litigation mediation.	LHR	0.20
12/19/16	Correspondence to excess carrier representative Christine O'Brien re: confirmation of settlement authority up to $15,000 with $10,000 initial offer.	LHR	0.20
12/19/16	Receipt and review of e-mail from excess carrier representative Christine O'Brien re: confirmation of settlement authority up to $15,000.	LHR	0.20

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
LHR	Lyman H. Reynolds, Jr., Partner	4.40	165.00	726.00
	Total Professional Services	**4.40**		**$726.00**

CURRENT BILL TOTAL AMOUNT DUE	**$ 726.00**
Balance Forward:	0.00
Payments & Adjustments:	-0.00
Total Due:	**$ 726.00**

Please return this page with remittance

to

Roberts, Reynolds, Bedard & Tuzzio, PLLC
470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Bill Number: **36100**
Bill Date: **January 21, 2017**
Client Code: **032**
Client Name: **City of Boynton Beach**
Matter Code: **16481**
Matter Name: **Hill v. Boynton Beach et al.**

Total Professional Services		726.00
Total Disbursements		0.00
CURRENT BILL TOTAL AMOUNT DUE	**$**	**726.00**
Balance Forward:		0.00
Payments & Adjustments:		-0.00
Total Due:	**$**	**726.00**
Past Due Balance		0.00
TOTAL AMOUNT DUE		**$726.00**

ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC

470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Telephone (561)688-6560
Tax ID No. 65-0004867

City of Boynton Beach
Attn: Julie Oldbury
P.O. Box 310
Boynton Beach, FL 33425-0310

January 21, 2017
Bill No. 36098

CLIENT: City of Boynton Beach 032
MATTER: Broberg v. Boynton Beach et al. 15414

Claim #001470-000390-EP-01

BILL FOR FEES AND COSTS THROUGH 12/31/16

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
12/01/16	Correspondence to Director of HR & Risk Mgmt. Julie Oldbury re Plaintiff's Response and Memorandum of Law in Opposition to Defendant COBB's Motion to Dismiss Amended Complaint.	LHR	0.20
12/01/16	Preparation of City's Reply to Plaintiff's Response in Opposition to City's Motion to Dismiss.	AGA	1.90
12/01/16	Receipt and review of correspondence from Plaintiff's counsel, Adrian Alvarez, to Judge Gillen with Notice of Hearing on Defendant City of Boynton Beach's Amended Complaint and courtesy copies of documents for hearing attached thereto, and review same.	LHR	0.40
12/01/16	Receipt and review of e-mail from City Paralegal Lynn Swanson re: meeting with Officer Ray Thomas to discuss case.	LHR	0.10
12/01/16	Preparation of email response to City Paralegal Lynn Swanson re: meeting with Officer Ray Thomas to discuss case.	LHR	0.10
12/01/16	Correspondence to Julie Oldbury re: Defendant City of Boynton Beach's Reply to Plaintiff's Response and Memorandum of Law in Opposition to Defendant, City of Boynton Beach's Motion to Dismiss Amended Complaint.	AGA	0.30
12/01/16	Correspondence to Judge Gillen re: Defendant City of Boynton Beach's Reply to Plaintiff's Response and Memorandum of Law in Opposition to Defendant, City of Boynton Beach's Motion to Dismiss Amended Complaint.	AGA	0.30
12/01/16	Preparation of revisions to Defendant City of Boynton Beach's Reply to Plaintiff's Response and Memorandum of Law in Opposition to Defendant, City of Boynton Beach's Motion to Dismiss Amended Complaint.	AGA	0.30

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
12/01/16	Receipt and review of e-mail from Kevin Thommes, Brit Insurance representative, re: status of case.	AGA	0.20
12/01/16	Travel to Palm Beach County Courthouse to hand deliver City's Reply and hearing notebook to Judge Gillen in compliance with divisional direction. .	JHL	0.80
12/01/16	Receipt and review of correspondence from Office of Chief Inspector General re: letter of no records pursuant to City's public records request pertaining to Plaintiff, Leif Broberg.	LHR	0.20
12/01/16	Receipt and review of correspondence from Division of Administrative Hearings re: invoice pursuant to City's public records request pertaining to Plaintiff, Leif Broberg.	LHR	0.20
12/01/16	Receipt and review of invoice received from Division of Administrative Hearings pursuant to City's public records request pertaining to Plaintiff, Leif Broberg.	LHR	0.10
12/02/16	Receipt and review of e-mail from City Paralegal Lynn Swanson re: questions on upcoming hearing on City's Motion to Dismiss.	LHR	0.20
12/02/16	Preparation of email response to City Paralegal Lynn Swanson re: questions on upcoming hearing on City's Motion to Dismiss.	LHR	0.20
12/02/16	Receipt and review of e-mail from City Paralegal Lynn Swanson re: meeting with Sgt. Aiken to discuss case.	LHR	0.10
12/02/16	Preparation of email response to City Paralegal Lynn Swanson re: meeting with Sgt. Aiken to discuss case.	LHR	0.10
12/02/16	Receipt and review of e-mail from City Paralegal Lynn Swanson re: meetings with Det. Daniel Duggar & City Manager Lori LaVerriere.	LHR	0.10
12/02/16	Preparation of email response to City Paralegal Lynn Swanson re: meetings with Det. Daniel Duggar & City Manager Lori LaVerriere.	LHR	0.10
12/02/16	Receipt and review of second e-mail from City Paralegal Lynn Swanson re: meeting with Sgt. Aiken to discuss case.	LHR	0.10
12/02/16	Preparation of second e-mail response to City Paralegal Lynn Swanson re: meeting with Sgt. Aiken to discuss case.	LHR	0.10
12/02/16	Receipt and review of e-mail from City Paralegal Lynn Swanson re: meeting with Sgt. Gladys Cannon to discuss case.	LHR	0.10
12/02/16	Receipt and review of second e-mail from City Paralegal Lynn Swanson re: meeting with City Manager Lori LaVerriere to discuss case	LHR	0.10
12/02/16	Preparation of second e-mail response to City Paralegal Lynn Swanson re: meeting with City Manager Lori LaVerriere to discuss case	LHR	0.10
12/05/16	Telephone conference with Shana Bridgeman, Counsel for City of Boynton Beach, re: any documents that she has that are in responsive to Plaintiff's Request for Production.	AGA	0.30

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
12/05/16	Receipt and review of correspondence from Florida Commission on Ethics re: public records request pertaining to Plaintiff, Leif Broberg.	LHR	0.20
12/05/16	Receipt and review of letter of no records received from Florida Commission on Ethics pursuant to public records request pertaining to Plaintiff, Leif Broberg.	LHR	0.20
12/05/16	Receipt and review of e-mail from Plaintiff's counsel, Adrian Alvarez, re: depositions of Chief Jeffrey Katz and Assistant Chief Suzanne Crawford.	LHR	0.20
12/05/16	Receipt and review of e-mail from Plaintiff's counsel Alvarez re: depositions of Chief Katz and Asst. Chief Crawford.	LHR	0.20
12/06/16	Telephone conference with Palm Beach County Sheriff's Office re: public records request pertaining to Plaintiff, Leif Broberg.	RKD	0.30
12/06/16	Receipt and review of correspondence from Palm Beach County Sheriff's Office FBI Division re: public records request pertaining to Plaintiff, Leif Broberg.	LHR	0.30
12/06/16	Receipt and review of records received from Palm Beach County Sheriff's Office FBI Division to public records request pertaining to Plaintiff, Leif Broberg.	LHR	0.50
12/06/16	Receipt and review of correspondence from Palm Beach County Sheriff's Office re: public records request pertaining to Plaintiff, Leif Broberg.	LHR	0.30
12/06/16	Receipt and review of records received from Palm Beach County Sheriff's Office pursuant to public records request pertaining to Plaintiff, Leif Broberg.	LHR	0.50
12/06/16	Receipt and review of Plaintiff's First Set of Interrogatories to Defendant City of Boynton Beach and Notice of Serving same.	LHR	0.50
12/06/16	Receipt and review of correspondence from Plaintiff's counsel, Adrian Alvarez, re: depositions of Plaintiff, Leif Broberg and Plaintiff's wife, Amy Broberg.	LHR	0.20
12/06/16	Review Plaintiff's original Complaint, Amended Complaint, City's Motion to Dismiss Plaintiff's original Complaint and Motion to Dismiss Amended Complaint, all responses and replies thereto and all case law cited therein in order to prepare for the hearing on City's Motion to Dismiss Amended Complaint.	NSM	1.20
12/06/16	Telephone conference with Julie Oldbury re: Dropbox files containing emails responsive to Plaintiff's Request to Produce pursuant to Court's Order.	RKD	0.20
12/06/16	Receipt, review and response to email from Julie Oldbury re: dropbox link containing emails responsive to Plaintiff's Request for Production pursuant to Court's Order.	LHR	0.30
12/07/16	Preparation of e-mail to Plaintiff's counsel, Adrian Alvarez, re: deposition of Plaintiff.	LHR	0.20

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
12/07/16	Preparation of e-mail to Defendant, Crawford's counsel, Harriet Lewis, re: deposition of Assistant Chief, Suzanne Crawford.	LHR	0.20
12/07/16	Telephone conference with Adrian Alvarez, Esq. re: follow up on authorizations pertaining to Plaintiff, Leif Broberg.	RKD	0.30
12/07/16	Attendance at hearing on City's Motion to Dismiss Amended Complaint before Judge Gillen at the Palm Beach County Courthouse in West Palm Beach, Florida.	NSM	2.50
12/07/16	Receipt and review of e-mail from Plaintiff's counsel, Adrian Alvarez, re: depositions of Plaintiff and Plaintiff's wife.	LHR	0.20
12/07/16	Preparation of Re-notice of Taking Deposition of Plaintiff, Leif Broberg.	LHR	0.20
12/07/16	Preparation of Re-notice of Taking Deposition of Plaintiff's wife, Amy Broberg.	LHR	0.20
12/07/16	Receipt and review of Court's executed Order on Defendant City's Motion to Dismiss Amended Complaint.	LHR	0.20
12/07/16	Correspondence to Director of HR & Risk Mgmt., Julie Oldbury, re: depositions of Plaintiff, Leif Broberg, and Plaintiff's wife, Amy Broberg.	LHR	0.20
12/07/16	Receipt and review of correspondence from Adrian Alvarez, Esq. re: executed authorizations pertaining to Plaintiff, Leif Broberg.	LHR	0.20
12/07/16	Receipt and review of executed authorization for Social Security Administration pertaining to Plaintiff, Leif Broberg.	LHR	0.20
12/07/16	Receipt and review of executed authorization for IRS pertaining to Plaintiff, Leif Broberg.	LHR	0.20
12/07/16	Receipt and review of executed authorization for Florida Department of Economic Opportunity pertaining to Plaintiff, Leif Broberg.	LHR	0.20
12/07/16	Receipt and review of e-mail from Julie Oldbury re: Plaintiff's Request to Produce to City.	LHR	0.20
12/08/16	Correspondence to Julie Oldbury, City of Boynton Beach, re: outcome of hearing on City's Motion to Dismiss Plaintiff's Amended Complaint.	NSM	0.40
12/08/16	Correspondence to City Risk Manager Julie Oldbury re: Court's executed Order on Defendant City's Motion to Dismiss Amended Complaint.	LHR	0.20
12/08/16	Obtain addresses for sending executed authorizations for records pertaining to Plaintiff, Leif Broberg, to Social Security Administration, Department of Economic Opportunity, and Internal Revenue Service.	RKD	0.80
12/08/16	Telephone conference with Julie Oldbury re: questions related to emails provided as responsive to Plaintiff's Request to Produce pursuant to Court's Order.	RKD	0.30

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
12/08/16	Review of Plaintiff's Amended Complaint and file materials in order to prepare City's Answer and Affirmative Defenses.	AGA	1.20
12/08/16	Preparation of correspondence to Department of Economic Opportunity re: executed authorization for records pertaining to Plaintiff, Leif Broberg.	LHR	0.30
12/08/16	Preparation of correspondence to Social Security Administration re: executed authorization for records pertaining to Plaintiff, Leif Broberg.	LHR	0.30
12/08/16	Preparation of correspondence to IRS re: executed authorization for records pertaining to Plaintiff, Leif Broberg.	LHR	0.30
12/09/16	Preparation of City of Boynton Beach's Answer and Affirmative Defenses.	AGA	2.40
12/09/16	Receipt and review of e-mail from City Paralegal Lynn Swanson re: status of meeting with Sgt. Gladys Cannon to discuss case.	LHR	0.10
12/09/16	Receipt and review of e-mail from Shana Bridgeman, City of Boynton Beach, re: documents possibly responsive to Plaintiff's Request to Produce pursuant to the Court's Order.	AGA	0.30
12/09/16	Preparation of email response to Shana Bridgeman, City of Boynton Beach, re: documents possibly responsive to Plaintiff's Request to Produce pursuant to the Court's Order.	AGA	0.20
12/09/16	Receipt and review of e-mail from City Paralegal Lynn Swanson re: meetings with Sgt. Sedrick Aiken and Sgt. Gladys Cannon to discuss case.	LHR	0.10
12/09/16	Preparation of Plaintiff's Complaint, Plaintiff's Answers to Interrogatories, recorded statements, emails and other materials for review and use at meetings with Sgt. Sedrick Aiken and Sergeant Gladys Cannon to discuss case and Plaintiff's allegations.	RKD	1.00
12/11/16	Preparation for meetings with Sgt. Gladys Cannon and Sgt. Sedrick Aiken the next day.	LHR	0.70
12/12/16	Preparation of e-mail to Lynn Swanson re: Chief Jeffrey Katz's availability for deposition.	LHR	0.20
12/12/16	Correspondence to James Cherof, City attorney, and Julie Oldbury, City, re: draft of Defendant's Answer and Affirmative Defenses to Plaintiff's Amended Complaint.	LHR	0.30
12/12/16	Review of file materials including Plaintiff's Amended Complaint and my revisions to initial draft of Answer & Affirmative Defenses.	LHR	1.40
12/12/16	Receipt and review of email response from Julie Oldbury re: requested complaints and claims pertaining to Supplemental Response to Plaintiff's Request to Produce uploaded to dropbox.	LHR	0.20
12/12/16	Research issue of whether workers' compensation logs and handouts were privileged in preparation of response to Plaintiff's Request to Produce.	JHL	2.90

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
12/12/16	Attendance at meetings with Plaintiff's listed witnesses, Sgt. Gladys Cannon and Sgt. Sedrick Aiken at City Hall in Boynton Beach, FL.	LHR	2.30
12/12/16	Receipt and review of e-mail from Cynthia Dunn, City of Boynton Beach, re: documents in response to Plaintiff's Request to Produce.	AGA	0.80
12/12/16	Receipt and review of second e-mail from Cynthia Dunn, City of Boynton Beach, re: documents in response to Plaintiff's Request to Produce.	AGA	0.70
12/12/16	Receipt and review of third email from Cynthia Dunn, City of Boynton Beach, re: documents in response to Plaintiff's Request to Produce.	AGA	0.60
12/12/16	Receipt and review of fourth email from Cynthia Dunn, City of Boynton Beach, re: documents in response to Plaintiff's Request to Produce.	AGA	0.70
12/12/16	Receipt and review of fifth email from Cynthia Dunn, City of Boynton Beach, re: documents in response to Plaintiff's Request to Produce.	AGA	0.80
12/13/16	Receipt and review of correspondence from Office of the State Attorney re: public records request pertaining to Plaintiff, Leif Broberg.	LHR	0.20
12/13/16	Telephone conference with Office of the State Atorney re: public records request pertaining to Plaintiff, Leif Broberg.	RKD	0.30
12/13/16	Preparation of e-mail to Plaintiff's counsel, Matthew Cohen, re: extension to respond to court ordered discovery.	AGA	0.20
12/13/16	Preparation of e-mail to (responsive email) Plaintiff's counsel, Matthew Cohen, re: confirmation of agreement for extension on revised discovery production.	AGA	0.20
12/13/16	Receipt and review of e-mail from Plaintiff's counsel, Matthew Cohen, re: agreement to extension on revised discovery production.	AGA	0.20
12/13/16	Correspondence to Julie Oldbury re: City's discovery extension to January 4, 2017.	AGA	0.30
12/13/16	Preparation of e-mail to Plaintiff's counsel, Matthew Cohen, re: agreement on discovery deadline extension.	AGA	0.20
12/13/16	Telephone conference with Julie Oldbury re: followup on emails and additional documents added to Dropbox for responding to Plaintiff's Request to Produce pursuant to Court's Order.	RKD	0.20
12/13/16	Receipt and review of e-mail from Julie Oldbury, City of Boynton Beach, re: revisions to Answer and Affirmative Defenses.	LHR	0.30
12/13/16	Preparation of email response to Julie Oldbury, City of Boynton Beach, re: revisions to Answer and Affirmative Defenses.	LHR	0.30
12/13/16	Review and revise answer for City to Broberg complaint.	GPR1	1.80

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
12/14/16	Receipt and review of e-mail from City Paralegal Lynn Swanson re: meeting with Officer Ray Thomas.	LHR	0.10
12/14/16	Preparation of email response to City Paralegal Lynn Swanson re: meeting with Officer Ray Thomas.	LHR	0.10
12/14/16	Receipt and review of Plaintiff's Request for Copies to Defendant City for records received pursuant to our authorizations to Social Security Administration, IRS, and Fla. Dept. of Economic Opportunity.	LHR	0.20
12/14/16	Receipt and review of e-mail from Co-Defedant's counsel Lewis re: questions concerning Plaintiff's Request for Copies to Defendant City for records received pursuant to our authorizations to Social Security Administration, IRS, and Fla. Dept. of Economic Opportunity.	LHR	0.20
12/14/16	Preparation of email response to Co-Defedant's counsel Lewis re: answering her questions concerning Plaintiff's Request for Copies to Defendant City for records received pursuant to our authorizations to Social Security Administration, IRS, and Fla. Dept. of Economic Opportunity.	LHR	0.20
12/14/16	Receipt and review of Defendant Crawford's Request for Copies to Defendant City for records received pursuant to our authorizations to Social Security Administration, IRS, and Fla. Dept. of Economic Opportunity.	LHR	0.20
12/14/16	Receipt, review and response to communication from C. Jordan re: request for reservation of rights letter.	GPR1	0.40
12/14/16	Receipt and review of Plaintiff's Better Answers to Defendant City's Interrogatories Nos. 3, 11 & 12 and Notice of Serving same.	LHR	0.50
12/15/16	Obtain contact information for Clerk of County Court to followup on status of public records request.	RKD	0.20
12/15/16	Review Stewart Steele's July 28, 2015 recorded statement with Julie Oldbury.	RKD	0.30
12/15/16	Review documents provided by Plaintiff in Response to Defendant Crawford's Request to Produce and City's Request to Produce to identify emails or documents contained therein not produced by City in Response to Plaintiff's Request to Produce or contained within the emails provided by City as response to Plaintiff's Request to Produce pursuant to Court's Order.	RKD	2.00
12/16/16	Receipt and review of complaints against Jeffrey Katz and Suzanne Crawford as responsive to Plaintiff's Request to Produce.	LHR	0.50
12/16/16	Receipt and review of correspondence from Florida Department of Financial Services re: subpoena duces tecum pertaining to Plaintiff, Leif Broberg.	LHR	0.20
12/16/16	Preparation of e-mail to Tracy DeCarlo, City attorney, re: status of City's Answer.	AGA	0.30

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
12/16/16	Research Florida Statutes for exemptions from disclosure of public records including open and pending investigations, active criminal intelligence information, health information and contact information of law enforcement officers.	JHL	0.80
12/17/16	Receipt and review of emails not to be produced as organized by Julie Oldbury pursuant to Plaintiff's Request to Produce. (457 pgs.)	AGA	4.60
12/17/16	Receipt and review of extensive documents received from Tracey Decarlo, Esq. pertaining to Plaintiff's Request to Produce.	LHR	3.10
12/18/16	Receipt and review of emails okay to be produced as organized by Julie Oldbury pursuant to Plaintiff's Request to Produce. (1-500)	AGA	5.00
12/18/16	Extensive review of over 1,600 emails in preparation of supplemental response to Plaintiff's Request to Produce.	AGA	4.90
12/18/16	Review file materials including Plaintiff's amended complaint and discovery responses in preparation for upcoming meetings with Sgt. Antico, former Officer Jay Harris, Detective Chris Crawford, Capt. DeGuilio, Assistant Chief Harris, and Ofc. Michael Brown.	AGA	1.20
12/19/16	Preparation of e-mail to Lynn Swanson re: deposition of Officer Katz.	LHR	0.20
12/19/16	Receipt and review of e-mail from Plaintiff's counsel, Adrian Alvarez, re: deposition of Asisstant Chief Crawford and Chief Katz and response email to same.	LHR	0.30
12/19/16	Receipt and review of e-mail from Lynn Swanson, City of Boynton Beach, re: meetings with Jay Harris and Michael Brown.	AGA	0.20
12/19/16	Preparation of email response to Lynn Swanson, City of Boynton Beach, re: meetings with Jay Harris and Michael Brown.	AGA	0.20
12/19/16	Receipt and review of second e-mail from Lynn Swanson, City of Boynton Beach, re: advising Justin Harris left before his meeting.	AGA	0.20
12/19/16	Preparation of second email to Lynn Swanson, City of Boynton Beach, re: Justin Harris left before his meeting.	AGA	0.20
12/19/16	Receipt and review of third email from Lynn Swanson, City of Boynton Beach, re: meeting with Capt. DeGuilio.	AGA	0.10
12/19/16	Preparation of third email to Lynn Swanson, City of Boynton Beach, re: meeting with Capt. DeGuilio.	AGA	0.10
12/19/16	Receipt and review of e-mail from Tracy DeCarlo, City attorney, re: no changes to City's Answer.	AGA	0.20
12/19/16	Preparation of email response to Tracy DeCarlo, City attorney, re: confirming no changes to City's Answer.	AGA	0.20

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
12/19/16	Receipt and review of fourth email from Lynn Swanson, City of Boynton Beach, re: meeting with Capt. DeGuilio.	AGA	0.10
12/19/16	Preparation of fourth email to Lynn Swanson, City of Boynton Beach, re: meeting with Justin Harris.	AGA	0.10
12/19/16	Receipt and review of fifth email from Lynn Swanson, City of Boynton Beach, re: meeting with Justin Harris.	AGA	0.10
12/19/16	Receipt and review of e-mail from City Paralegal Lynn Swanson re: upcoming meeting with Officer Ray Thomas to discuss case.	LHR	0.10
12/19/16	Review of the Collective Bargaining Agreement, Plaintiff's Complaint, and City's Affirmative Defense re: failure to exhaust remedies in order to prepare City's response to Plaintiff's Interrogatory Number 6.	AGA	0.50
12/19/16	Preparation of City's response to Plaintiff's interrogatory number 6.	AGA	0.20
12/19/16	Receipt and review of letter of no records from DEO pursuant to request for records.	LHR	0.20
12/19/16	Attendance at in-person conferences with Sgt. Antico, Detective Chris Crawford, Assistant Chief Harris and Officer Michael Brown in Boynton Beach, Florida (meetings with Capt. DeGuilio and former Officer Harris had to be reset).	AGA	5.40
12/19/16	Preparation of Dropbox link containing proposed documents as responsive to City's Amended Supplemental Response to Plaintiff's Request to Produce pursuant to Court's Order for City's review and input.	RKD	2.00
12/20/16	Telephone conference with Julie Oldbury re: requesting documents evidencing members of police department who applied for promotions.	AGA	0.30
12/20/16	Preparation of e-mail to Plaintiff's counsel re: deposition of Chief Jeffrey Katz.	LHR	0.20
12/20/16	Receipt and review of correspondence from Division of Administrative Hearings re: records pertaining to Plaintiff, Leif Broberg pursuant to public records request.	LHR	0.20
12/20/16	Receipt and review of records received from Division of Administrative Hearings pertaining to Plaintiff, Leif Broberg pursuant to public records request.	LHR	2.10
12/20/16	Preparation of e-mail to Plaintiff's counsel, Adrian Alvarez, re: deposition of Chief Jeffrey Katz.	LHR	0.20
12/20/16	Receipt and review of e-mail from Plaintiff's counsel, Adrian Alvarez, re: deposition of Chief Jeffrey Katz.	LHR	0.20
12/20/16	Receipt and review of e-mail from Plaintiff's counsel, Adrian Alvarez, re: availability for deposition of Chief Jeffrey Katz.	LHR	0.20
12/20/16	Receipt and review of email response from Julie Oldbury re: suggested changes to City's proposed Answers to Plaintiff's Interrogatories.	LHR	0.30

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
12/20/16	Preparation of correspondence to Julie Oldbury re: City's proposed Answers to Plaintiff's Interrogatories for review and input.	LHR	0.30
12/20/16	Preparation of initial draft of City's Answers to Plaintiff's Interrogatories.	LHR	1.80
12/21/16	Receipt and review of e-mail from Plaintiff's counsel, Adrian Alvarez, re: deposition of Chief Jeffrey Katz.	LHR	0.20
12/21/16	Preparation of e-mail to Plaintiff's counsel, Adrian Alvarez, re: deposition of Chief Jeffrey Katz.	LHR	0.20
12/21/16	Preparation of e-mail to Lynn Swanson re: Deposition of Chief Jeffrey Katz.	LHR	0.20
12/21/16	Receipt and review of e-mail from Lynn Swanson re: Deposition of Chief Jeffrey Katz.	LHR	0.20
12/21/16	Receipt and review of e-mail from Plaintiff's counsel, Adrian Alvarez, re: deposition of Chief Jeffrey Katz.	LHR	0.20
12/21/16	Receipt and review of e-mail from Plaintiff's counsel, Adrian Alvarez, re: location of deposition of Chief Jeffrey Katz.	LHR	0.20
12/21/16	Preparation of Re-Notice of Taking Deposition of Amy Broberg to change location only.	LHR	0.10
12/21/16	Preparation of Re-Notice of Taking Deposition of Leif Broberg to change location only.	LHR	0.10
12/21/16	Preparation of correspondence to Julie Oldbury re: final draft of City's Answers to Plaintiff's Interrogatories for review.	LHR	0.30
12/21/16	Preparation of revised draft of City's Answers to Plaintiff's Interrogatories.	LHR	0.80
12/21/16	Preparation of e-mail to Lynn Swanson re: Deposition of Chief Jeffrey Katz.	LHR	0.20
12/21/16	Receipt and review of e-mail from Plaintiff's counsel, Adrian Alvarez, re: continuation of deposition of Chief Katz.	LHR	0.20
12/21/16	Receipt and review of e-mail from Lynn Swanson re: Deposition of Chief Jeffrey Katz.	LHR	0.20
12/21/16	Preparation of e-mail to Plaintiff's counsel, Adrian Alvarez, re: continuation of deposition of Chief Katz.	LHR	0.20
12/21/16	Receipt and review of Plaintiff's Notice of Taking Deposition of Chief Jeffrey Katz.	LHR	0.20
12/21/16	Receipt and review of Plaintiff's Notice of Taking Deposition of Assistant Chief Suzanne Crawford.	LHR	0.20
12/21/16	Telephone conference with Plaintiff's counsel Alvarez re: resolving issues with regard to depositions of Plaintiff and City witnesses without the necessity of filing a Motion for Protective Order or hearing concerning same.	LHR	0.30
12/22/16	Preparation of e-mail to Lynn Swanson re: deposition of Chief Jeffrey Katz.	LHR	0.20

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
12/22/16	Receipt and review of e-mail from Plaintiff's counsel, Adrian Alvarez, re: deposition of Chief Jeffrey Katz.	LHR	0.20
12/22/16	Receipt and review of email response from Julie Oldbury re: executed jurat page for to City's Answers to Plaintiff's Interrogatories.	LHR	0.30
12/22/16	Receipt and review of e-mail from Plaintiff's counsel, Adrian Alvarez, and counsel for Defendant Crawford, Harriet Lewis, re: deposition of Chief Jeffrey Katz.	LHR	0.20
12/22/16	Preparation of email response to Julie Oldbury re: confirmation of final draft of City's Answers to Plaintiff's Interrogatories.	LHR	0.20
12/22/16	Correspondence to City Risk Manager Julie Oldbury re: Plaintiff's Notice of Taking Deposition of Asst. Chief Suzanne Crawford.	LHR	0.20
12/22/16	Preparation of e-mail to Plaintiff's counsel, Adrian Alvarez, and counsel for Defendant Crawford, Harriet Lewis, re: deposition of Chief Jeffrey Katz.	LHR	0.20
12/22/16	Receipt and review of e-mail from Lynn Swanson re: deposition of Chief Jeffrey Katz.	LHR	0.20
12/22/16	Receipt and review of e-mail from Plaintiff's counsel Alvarez re: Plaintiff's proposed Motion to Strike City's Affirmative Defenses and attempting to resolve same prior to filing of Motion, and review of proposed Motion to Strike attached thereto.	LHR	0.40
12/22/16	Preparation of e-mail to Plaintiff's counsel, Adrian Alvarez, and counsel for Defendant Crawford, Harriet Lewis, re: deposition of Chief Jeffrey Katz.	LHR	0.20
12/22/16	Preparation of correspondence to Julie Oldbury and Tracey DeCarlo, Esq. re: City's proposed Amended/Supplemental Response to Plaintiff's Request to Produce.	LHR	0.60
12/22/16	Preparation of revised City's Amended/Supplemental Response to Plaintiff's Request to Produce.	LHR	1.50
12/22/16	Receipt and review of e-mail from Julie Oldbury re: dropbox link containing City's applications received for promotions in 2015.	LHR	0.10
12/22/16	Correspondence to Adrian Alvarez, counsel for Plaintiff, re: City's position on Motion to Strike Affirmative Defenses.	NSM	0.60
12/22/16	Receipt and review of 2015 City police department promotional applications received from Julie Oldbury.	LHR	0.50
12/23/16	Receipt and review of Continued review of emails okay to be produced as organized by Julie Oldbury pursuant to Plaintiff's Request to Produce. (501-1,170)	AGA	6.70
12/23/16	Preparation of e-mail to Lynn Swanson re: deposition of Chief Katz.	LHR	0.20
12/23/16	Preparation of e-mail to Plaintiff's counsel Adrian Alvarez re: deposition of Chief Katz.	LHR	0.20

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
12/23/16	Receipt and review of e-mail from Plaintiff's counsel Adrian Alvarez re: deposition of Chief Katz.	LHR	0.20
12/23/16	Receipt and review of e-mail from Plaintiff's counsel Adrian Alvarez re: deposition of Chief Katz.	LHR	0.20
12/23/16	Preparation of e-mail to Plaintiff's counsel Adrian Alvarez re: deposition of Chief Katz.	LHR	0.20
12/23/16	Receipt and review of email from Plaintiff's counsel, Adrian Alvarez, to counsel for Defendant Crawford, Harriet Lewis, re: deposition of Chief Katz.	LHR	0.20
12/23/16	Receipt and review of Plaintiff's Motion to Strike Defendant City's Affirmative Defenses.	LHR	0.40
12/23/16	Correspondence to City Risk Manager Julie Oldbury re: Plaintiff's Motion to Strike Defendant City's Affirmative Defenses.	LHR	0.20
12/23/16	Preparation of e-mail to Plaintiff's counsel, Adrian Alvarez, re: hearing on Plaintiff's Motion to Strike Defendant, City of Boynton Beach's Affirmative Defenses.	LHR	0.20
12/23/16	Receipt and review of e-mail from Plaintiff's counsel, Adrian Alvarez, re: hearing on Plaintiff's Motion to Strike Defendant, City of Boynton Beach's Affirmative Defenses.	LHR	0.20
12/23/16	Receipt and review of e-mail from Plaintiff's counsel, Adrian Alvarez, re: hearing on Plaintiff's Motion to Strike Defendant, City of Boynton Beach's Affirmative Defenses.	LHR	0.20
12/23/16	Receipt and review of Notice of Hearing on Plaintiff's Motion to Strike Defendant City's Affirmative Defenses.	LHR	0.20
12/23/16	Receipt and review of e-mail from Plaintiff's counsel Alvarez to Judge Gillen with courtesy copies of Plaintiff's Motion to Strike Defendant City's Affirmative Defenses and Notice of Hearing on same pursuant to Judge's divisional instructions.	LHR	0.20
12/23/16	Receipt and review of correspondence from Florida Department of Law Enforcement re: public records request pertaining to Plaintiff, Leif Broberg.	LHR	0.20
12/23/16	Receipt and review of records pertaining to Plaintiff received from Florida Department of Law Enforcement pursuant to public records request.	LHR	0.20
12/23/16	Receipt and review of email response from Tracey DeCarlo re: questions on City's proposed Amended Supplemental Responses to Plaintiff's Request to Produce.	LHR	0.30
12/23/16	Preparation of e-mail to Tracey DeCarlo, counsel for City, re: response to Plaintiff's Request to Produce.	AGA	0.30
12/26/16	Receipt and review of e-mail from Tracey DeCarlo, counsel for City, re: response to Plaintiff's Request to Produce.	AGA	0.30
12/26/16	Preparation of email response to Tracey DeCarlo, counsel for City, re: response to Plaintiff's Request to Produce.	AGA	0.30

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
12/29/16	Receipt and review of email response from Julie Oldbury re: suggested changes to proposed City's Amended Supplemental Response to Plaintiff's Request to Produce.	LHR	0.30
12/29/16	Receipt and review of additional complaints pertaining to Chief Katz and Assistant Chief Crawford. (15 pgs)	LHR	0.50
12/29/16	Preparation of correspondence to Julie Oldbury re: questions pertaining to emails not contained in City's Responses.	LHR	0.60
12/29/16	Review 191 email documents with attachments to create privilege log for City's Response to Plaintiff's First Set of Interrogatories.	ABE	6.70
12/30/16	Receipt and review of email response from Julie Oldbury re: emails not produced by City should be on City's server.	LHR	0.20
12/30/16	Receipt and review of Affidavit of Service for Florida Department of Financial Services pursuant to subpoena for records pertaining to Plaintiff.	LHR	0.10
12/30/16	Obtain better address for serving public records request to Florida Commission on Human Relations for records pertaining to Plaintiff, Leif Broberg.	RKD	0.30
12/30/16	Receipt and review of e-mail from Plaintiff's counsel, Matthew Cohen, re: Plaintiff's redacted driver's license.	LHR	0.20
12/31/16	Receipt and review of records pertaining to Plaintiff, Leif Broberg received from Florida Department of Financial Services pursuant to subpoena duces tecum. (373 pgs)	LHR	3.70

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
ABE	Alex B. Ershock, Associate	6.70	140.00	938.00
AGA	Andrea G. Amigo, Partner	43.80	165.00	7,227.00
GPR1	George P. Roberts, Jr., Of Counsel	2.20	165.00	363.00
JHL	Jordan H. Lewis, Associate	4.50	140.00	630.00
LHR	Lyman H. Reynolds, Jr., Partner	45.30	165.00	7,474.50
NSM	Nicholas S. Madsen, Associate	4.70	140.00	658.00
RKD	Rebecca K. Davis, Paralegal	8.20	80.00	656.00
	Total Professional Services	**115.40**		**$17,946.50**

DISBURSEMENTS

Date	Description	Amount
12/01/16	Photocopies	28.20
12/05/16	Outside Printing public records - DOAH	2.25
12/07/16	Court Reporter #170767: Proceedings before Judge Gillen. - Florida Court Reporting	85.00

DISBURSEMENTS

Date	Description	Amount
12/12/16	Travel Boynton Beach: attend meetings w/Sgt. Cannon and Sgt. Aiken. - Lyman H. Reynolds, Jr.	25.92
12/19/16	Outside Printing public records - Florida Workers' Compensation	58.55
12/23/16	Travel Boynton Beach: attend meeting with officers to discuss case. Mileage 32 x .54 = $17.28. - Andrea Amigo	17.28
12/31/16	Photocopies	8.10
12/31/16	Photocopies Color copies	16.00
12/31/16	Photocopies	13.80
12/31/16	Photocopies	6.30
	Total Disbursements	**$261.40**

CURRENT BILL TOTAL AMOUNT DUE	**$ 18,207.90**
Balance Forward:	7,029.50
Payments & Adjustments:	-7,029.50
Total Due:	**$ 18,207.90**

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to

Roberts, Reynolds, Bedard & Tuzzio, PLLC
470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Bill Number: **36098**
Bill Date: **January 21, 2017**
Client Code: **032**
Client Name: **City of Boynton Beach**
Matter Code: **15414**
Matter Name: **Broberg v. Boynton Beach et al.**

Total Professional Services	17,946.50
Total Disbursements	261.40
CURRENT BILL TOTAL AMOUNT DUE	**$ 18,207.90**
Balance Forward:	7,029.50
Payments & Adjustments:	-7,029.50
Total Due:	**$ 18,207.90**
Past Due Balance	0.00
TOTAL AMOUNT DUE	**$18,207.90**

ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC

470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Telephone (561)688-6560
Tax ID No. 65-0004867

City of Boynton Beach
Attn: Julie Oldbury
P.O. Box 310
Boynton Beach, FL 33425-0310

January 21, 2017
Bill No. 36099

CLIENT: City of Boynton Beach 032
MATTER: Harris v. Boynton Beach 16110

Claim #

BILL FOR FEES AND COSTS THROUGH 12/31/16

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
12/05/16	Receipt and review of records received from Department of Corrections Central Inmate pursuant to public records request pertaining to Plaintiff, Byron Harris.	LHR	0.50
12/05/16	Receipt and review of correspondence from Department of Corrections Central Inmate re: records pursuant to public records request pertaining to Plaintiff, Byron Harris.	LHR	0.20
12/07/16	Receipt and review of records received from Social Security Administration pertaining to Plaintiff, Byron Harris.	LHR	0.50
12/09/16	Receipt and review of Plaintiff Harris' Objection to David Casals, et al.'s Motion to Stay Settlement Disbursement and Compel Arbitration of Fee Issue.	LHR	0.40
12/12/16	Receipt and review of Court's executed paperless Order Referring Motion to Strike Charging Lien & Motion to Stay Settlement Disbursement nd Motion to Compel Arbitration on Fee Issue to Magistrate Judge David Brannon.	LHR	0.20
12/12/16	Correspondence to City Risk Manager Julie Oldbury re: Plaintiff Harris' Objection to David Casals, et al.'s Motion to Stay Settlement Disbursement and Compel Arbitration of Fee Issue and Court's Order of Referral to Magistrate Judge.	LHR	0.20
12/28/16	Receipt and review of e-mail from Plaintiff's counsel Linnes Finney re: requesting copy of executed Settlement Agreement.	LHR	0.20
12/28/16	Preparation of email response to Plaintiff's counsel Linnes Finney re: providing copy of executed Settlement Agreement per his request.	LHR	0.20
12/29/16	Receipt and review of e-mail from Kimberly Ross, Court Reporter from US Legal Support, re: advising FBI has ordered continued deposition transcript of Chief Katz as well as other depositions taken in case.	LHR	0.20

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
12/30/16	Correspondence to Julie Oldbury, City of Boyton Beach, re: FBI investigation.	LHR	0.30

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
LHR	Lyman H. Reynolds, Jr., Partner	2.90	165.00	478.50
	Total Professional Services	**2.90**		**$478.50**

CURRENT BILL TOTAL AMOUNT DUE	**$**	**478.50**
Balance Forward:		125,972.96
Payments & Adjustments:		-70,435.69
Total Due:	**$**	**56,015.77**

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to

Roberts, Reynolds, Bedard & Tuzzio, PLLC
470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Bill Number: **36099**
Bill Date: **January 21, 2017**
Client Code: **032**
Client Name: **City of Boynton Beach**
Matter Code: **16110**
Matter Name: **Harris v. Boynton Beach**

Total Professional Services		478.50
Total Disbursements		0.00
CURRENT BILL TOTAL AMOUNT DUE	**$**	**478.50**
Balance Forward:		125,972.96
Payments & Adjustments:		-70,435.69
Total Due:	**$**	**56,015.77**
Past Due Balance		55,537.27
TOTAL AMOUNT DUE		**$56,015.77**

ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC

470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Telephone (561)688-6560
Tax ID No. 65-0004867

City of Boynton Beach
Attn: Julie Oldbury
P.O. Box 310
Boynton Beach, FL 33425-0310

January 21, 2017
Bill No. 36096

CLIENT: City of Boynton Beach 032
MATTER: Boynton Old School v. Boynton Beach 13214

Claim #N/A
BILL FOR FEES AND COSTS THROUGH 12/31/16

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
10/13/16	Receipt and review of Plaintiff's Notice of Unavailability.	LHR	0.20
12/02/16	Preparation of proposed Order granting City's Motion to Dismiss with Prejudice.	LHR	0.40
12/02/16	Receipt and review of e-mail from Plaintiff's counsel Scarola to Judge Keyser re: status of Court's ruling on City's Motion to Dismiss Third Amended Complaint.	LHR	0.20
12/02/16	Receipt and review of email response from Judge Keyser to Plaintiff's counsel Scarola re: requesting if proposed Order on City's Motion to Dismiss Third Amended Complaint was provided to Court.	LHR	0.20
12/02/16	Receipt and review of second e-mail from Plaintiff's counsel Scarola to Judge Keyser re: proposed Order denying City's Motion to Dismiss Third Amended Complaint.	LHR	0.30
12/02/16	Receipt and review of second e-mail from Judge Keyser to Plaintiff's counsel Scarola re: acknowledging receipt of proposed Order denying City's Motion to Dismiss Third Amended Complaint.	LHR	0.20
12/02/16	Preparation of e-mail to Judge Keyser re: request hold on any signing of Plaintiff's proposed Order denying Motion to Dismiss as we are preparing response to same.	LHR	0.30
12/02/16	Preparation of second email to Judge Keyser re: advising no parties were requested to provide proposed Orders granting or denying the pending Motion to Dismiss, objection to Plaintiff's counsel providing Order denying the Motion as matter was taken under advisement with Court to issue its own Order, and providing additional copy of proposed blank Order provided to Court at hearing together with a proposed Order granting the City's Motion to Dismiss with Prejudice.	LHR	0.30

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
12/02/16	Receipt and review of third email from Judge Keyser re: acknowledging receipt of proposed blank Order on City's Motion to Dismiss and proposed Order granting City's Motion to Dismiss Third Amended Complaint.	LHR	0.20
12/08/16	Receipt and review of Court's executed Order Granting Defendant City's Motion to Dismiss Plaintiff's Third Amended Complaint with Prejudice.	LHR	0.20
12/08/16	Correspondence to City Risk Manager Julie Oldbury re: Court's executed Order Granting Defendant City's Motion to Dismiss Plaintiff's Third Amended Complaint with Prejudice.	LHR	0.20
12/08/16	Receipt and review of e-mail from City Attorney James Cherof re: acknowledging Court's Order of Dismissal with Prejudice and status of case.	LHR	0.20
12/08/16	Preparation of email response to City Attorney James Cherof re: status of case pursuant to Court's dismissal with prejudice and anticipated appeal by Plaintiff's counsel.	LHR	0.20
12/12/16	Receipt and review of Palm Beach Post article concerning Court's dismissal of case.	LHR	0.20
12/12/16	Correspondence to City Risk Manager Julie Oldbury re: news article concerning dismissal of case.	LHR	0.20

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
LHR	Lyman H. Reynolds, Jr., Partner	0.20	82.50	16.50
LHR	Lyman H. Reynolds, Jr., Partner	3.30	165.00	544.50
	Total Professional Services	**3.50**		**$561.00**

CURRENT BILL TOTAL AMOUNT DUE	**$**	**561.00**
Balance Forward:		99.00
Payments & Adjustments:		-99.00
Total Due:	**$**	**561.00**

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to

Roberts, Reynolds, Bedard & Tuzzio, PLLC
470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Bill Number: **36096**
Bill Date: **January 21, 2017**
Client Code: **032**
Client Name: **City of Boynton Beach**
Matter Code: **13214**
Matter Name: **Boynton Old School v. Boynton Beach**

Total Professional Services		561.00
Total Disbursements		0.00
CURRENT BILL TOTAL AMOUNT DUE	**$**	**561.00**
Balance Forward:		99.00
Payments & Adjustments:		-99.00
Total Due:	**$**	**561.00**
Past Due Balance		0.00
TOTAL AMOUNT DUE		**$561.00**

ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC

470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409
Telephone (561)688-6560
Tax ID No. 65-0004867

City of Boynton Beach
Attn: Julie Oldbury
P.O. Box 310
Boynton Beach, FL 33425-0310

January 21, 2017
Bill No. 36097

CLIENT: City of Boynton Beach 032
MATTER: Yesnick v. Boynton Beach 13300

Claim #N/A
BILL FOR FEES AND COSTS THROUGH 12/31/16

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
11/28/16	Preparation of settlement information for City of Boynton Beach Police Cases from 2007-2016 to assist City in responding to public records request concerning same.	RKD	0.20
12/07/16	Telephone conference with Headache and Pain Center re: subpoena duces tecum pertaining to Plaintiff, Christopher Yesnick.	RKD	0.20

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
RKD	Rebecca K. Davis, Paralegal	0.40	80.00	32.00
	Total Professional Services	**0.40**		**$32.00**

CURRENT BILL TOTAL AMOUNT DUE	**$ 32.00**
Balance Forward:	1,242.70
Payments & Adjustments:	-1,242.70
Total Due:	**$ 32.00**

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to

Roberts, Reynolds, Bedard & Tuzzio, PLLC
470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Bill Number: **36097**
Bill Date: **January 21, 2017**
Client Code: **032**
Client Name: **City of Boynton Beach**
Matter Code: **13300**
Matter Name: **Yesnick v. Boynton Beach**

Total Professional Services		32.00
Total Disbursements		0.00
CURRENT BILL TOTAL AMOUNT DUE	**$**	**32.00**
Balance Forward:		1,242.70
Payments & Adjustments:		-1,242.70
Total Due:	**$**	**32.00**
Past Due Balance		0.00
TOTAL AMOUNT DUE		**$32.00**

ROBERTS, REYNOLDS, BEDARD & TUZZIO, PLLC

470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Telephone (561)688-6560
Tax ID No. 65-0004867

City of Boynton Beach
Attn: Julie Oldbury
P.O. Box 310
Boynton Beach, FL 33425-0310

January 20, 2017
Bill No. 36148

CLIENT: City of Boynton Beach 032
MATTER: Freeman v. Boynton Beach 16133

Claim: 001470-000348-PP-01

BILL FOR FEES AND COSTS THROUGH 12/31/16

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
11/03/16	Preparation of the deposition summary of witnesses Luanne Freeman and Brett Rowley.	LEB	2.40
12/01/16	Draft/Revise summary of records received regarding Luanne Freeman and correspondence to Julie Oldbury re same.	DPC	0.90
12/01/16	Communicate/Other External correspondence to The Florida Department of Health providing additional information per their request to respond to our public records request re: Luanne Freeman	KLR	0.10
12/01/16	Research of records received pursuant to subpoena from Dr. Vivian Perez for any new information for any new information for possible future discovery.	KLR	0.50
12/01/16	Research of records received pursuant to our request from John Cleary, Esq. for any new information for any new information for possible future discovery.	KLR	0.90
12/01/16	Research of records received pursuant to our request from the Office of the State Attorney for any new information for possible future discovery.	KLR	0.60
12/01/16	Review/Analyze Plaintiff's Amended Complaint to determine and identify issues to raise in Davis' motion for summary judgment.	SWK	0.60
12/01/16	Review/Analyze Plaintiff's Answers to Interrogatories to determine and identify issues to raise in and support for Davis' motion for summary judgment.	SWK	0.40
12/01/16	Research legal research federal case law re: legal standards for qualified immunity at summary judgment phase, in support of Davis' motion for summary judgment.	SWK	1.70

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
12/02/16	Review/Analyze correspondence from the Florida Office of Early Learning re our public records request.	DPC	0.10
12/02/16	Research legal research federal case law re: probable cause standard, specifically, requirement of officer to conduct reasonable investigation, in support of Davis' motion for summary judgment.	SWK	2.60
12/02/16	Research Florida and federal statutes and regulations re: offense of possession of controlled substance without prescription and DEA scheduling.	SWK	0.70
12/05/16	Review/Analyze records from Boynton Beach Community High School pursuant to our Subpoena for records.	DPC	0.50
12/05/16	Research legal research federal case law re: cases finding probable cause or arguable probable cause to arrest for possession of controlled substance without prescription, in support of Davis' motion for summary judgment.	SWK	3.30
12/06/16	Draft/Revise correspondence to Tracy DeCarlo, Esq re Plaintiff's records received pursuant to our Subpoenas for same.	DPC	0.30
12/06/16	Review/Analyze correspondence from Dr. Castaneda re our Subpoena for records.	DPC	0.10
12/06/16	Communicate/Other External telephone call from Flagler College re our Subpoena for records.	KLR	0.10
12/06/16	Research legal research Boynton Beach Code of Ordinances re: open container of alcohol violation and punishment for same, in support of Davis' motion for summary judgment.	SWK	0.80
12/06/16	Research legal research validity of county or municipal ordinance prohibiting open container of alcohol in motor vehicle punishable as misdemeanor, specifically issue of conflict with state law making open container violation a non-criminal traffic offense, in support of Davis' motion for summary judgment.	SWK	2.40
12/06/16	Research legal research federal and Florida law re: officer's authority to make custodial arrest for violation of county or municipal ordinance punishable by imprisonment, , in support of Davis' motion for summary judgment.	SWK	0.80
12/07/16	Review/Analyze correspondence from Metro PCS/T-Mobile re our Subpoena for records.	DPC	0.10
12/07/16	Review/Analyze correspondence from Florida Department of Health re our public records request.	DPC	0.10
12/07/16	Drafting of public records request to Florida Department of Children and Families re: Luanne Freeman' legibility to work with children.	DPC	0.20
12/07/16	Correspondence to /from Florida Department of Children and Families advising received public records request re: Luanne Freeman' eligibility to work with children.	KLR	0.10

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
12/07/16	Communicate/Other External telephone call from The Florida Department of Children and Families re Luanne Freeman's eligibility to work with children.	KLR	0.10
12/07/16	Research legal research federal case law re: cases finding probable cause or arguable probable cause to arrest for open container violation, in support of Davis' motion for summary judgment.	SWK	3.10
12/08/16	Review/Analyze records from Flagler College pursuant to our Subpoena for records.	DPC	0.80
12/08/16	Communicate/Other Counsel correspondence to Attorney DeCarlo regarding possible grounds for Motion for Summary Judgement on behalf of City of Boynton beach.	SWK	0.20
12/08/16	Research legal research federal case law re: standing to claim Fourth Amendment unlawful seizure of automobile and contents during traffic stop where driver is permitted user but not the owner of vehicle, in support of Davis' motion for summary judgment.	SWK	2.60
12/09/16	Research legal research federal case law re: cases granting summary judgment to officer and finding arguable probable cause or probable cause to stop vehicle for traffic violation for running stop sign where plaintiff disputes same, in support of Davis' motion for summary judgment.	SWK	3.40
12/12/16	Research internet to find new addresses for National Transmissions & Auto Care Center and Continental Properties to re direct Subpoenas for records.	KLR	0.20
12/12/16	Research legal research federal case law re: whether seizure begins for purpose of traffic stop when lights are activated by officer, in support of Davis' motion for summary judgment.	SWK	0.80
12/12/16	Research legal research federal case law re: cases finding reasonable suspicion to stop vehicle based on potential criminal activity where officer observes driver attempting to conceal something after lights activated for stop, in support of Davis' motion for summary judgment.	SWK	2.90
12/13/16	Research legal research federal case law re: cases finding probable cause to search vehicle and contents based on presence of open container of alcohol, in support of Davis' motion for summary judgment.	SWK	2.50
12/13/16	Research legal research Florida case law re: cases granting summary judgment to officer on malicious prosecution claim where evidence did not establish malice, in support of Davis' motion for summary judgment.	SWK	1.80
12/14/16	Receipt and review of Correspondence from Julie Oldbury re: change of claim number.	BLB	0.10
12/14/16	Communicate/Other Counsel correspondence from Steven Logan, Esq. requesting records received from our Subpoenas for records.	BLB	0.10

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
12/14/16	Draft/Revise notice of production from non party to AT&T Corp.	DPC	0.30
12/14/16	Draft/Revise Subpoena for records and statement of assurance to AT&T Corp.	KLR	0.30
12/14/16	Research legal research Florida case law: re probable cause standard in civil action on malicious prosecution claim, in support of Davis' motion for summary judgment.	SWK	1.60
12/14/16	Review/Analyze Plaintiff's deposition transcript to determine and identify testimony for use in statement of material facts in support of Davis' motion for summary judgment.	SWK	3.10
12/15/16	Review/Analyze billing records from Dr. Joseph Sperduto pursuant to our Subpoena for records.	DPC	0.20
12/15/16	Review/Analyze correspondence from DCF re our public records request regarding Plaintiff's eligibility to work with children.	DPC	0.10
12/15/16	Research of deposition testimony of Dr. Jack Rounds for any new information for possible future discovery.	KLR	0.70
12/15/16	Research of deposition testimony of Matthew Rounds for any new information for possible future discovery.	KLR	0.60
12/15/16	Review/Analyze Officer Davis' deposition transcript, arrest report, and probable cause affidavit to determine and identify testimony for use in statement of material facts in support of Davis' motion for summary judgment.	SWK	1.80
12/15/16	Review/Analyze Matt Rounds' deposition transcript to determine and identify testimony for use in statement of material facts in support of Davis' motion for summary judgment.	SWK	1.90
12/16/16	Preparation of statement of material facts in support of Davis' motion for summary judgment.	SWK	3.90
12/19/16	Review/Analyze records from Continental Properties pursuant to our Subpoena for records.	DPC	0.50
12/19/16	Preparation of Correspondence to Steve Logan re: will have requested documents by the end of the week.	BLB	0.30
12/19/16	Review/Analyze Plaintiff's first request for copies to Officer Davis.	DPC	0.10
12/19/16	Draft/Revise Officer Davis's notice of compliance with Plaintiff's first request for copies.	DPC	0.40
12/19/16	Review/Analyze medical records from Dr. Sperduto pursuant to our Subpoena for records.	DPC	1.10
12/19/16	Communicate/Other Counsel correspondence to Attorney DeCarlo regarding the deposition transcripts of Officer Davis and Matthew Rounds in preparation of the Motion for Summary Judgement.	SWK	0.20
12/19/16	Preparation of Davis' motion for summary judgment, specifically, introduction, legal standard, and qualified immunity sections.	SWK	3.10

PROFESSIONAL SERVICES

Date	Services	Attorney	Hours
12/19/16	Research of deposition testimony of Officer Davis for any new information for possible future discovery.	KLR	0.80
12/20/16	Preparation of continued preparation of Davis' motion for summary judgment, specifically, argument section I.	SWK	4.70
12/21/16	Multiple communications with Tracy DiCarlo regarding the draft of our Motion for Summary Judgment.	SWK	0.20
12/21/16	Preparation of continued preparation of Davis' motion for summary judgment, specifically, argument section II.	SWK	4.90
12/22/16	Receipt and review of Correspondence from Steve Logan re: prescription for bills and case law to support.	BLB	0.40
12/22/16	Preparation of Correspondence to Tracey DeCarlo re: follow up on authority for $100,000.00 demand.	BLB	0.30
12/22/16	Preparation of Correspondence to Steve Logan re: request prescription for pills and DeCarlo will need to respond regarding settlement.	BLB	0.30
12/22/16	Receipt and review of Correspondence from Steve Logan re: page of Walgreens print out for prescription for pills.	BLB	0.20
12/22/16	Communicate/Other Counsel correspondence to Shana with Attorney DeCarlo's office regarding Davis' Motion for Summary Judgement and Statement of Materials Facts.	SWK	0.20
12/22/16	Preparation of continued preparation of Davis' motion for summary judgment, specifically, argument section III.	SWK	2.10
12/22/16	Review/Analyze review draft of motion for summary judgment and make comments and revisions thereto.	BLB	0.80
12/27/16	Preparation of Correspondence to Tracey DeCarlo re: pills in Freeman's purse and may want to settle.	BLB	0.30
12/27/16	Draft/Revise revise and finalize motion for summary judgment and statement of material facts, including incorporation of partner's revisions and verification of all citations to record.	SWK	3.20
12/29/16	Communicate/With Client correspondence to Julie Oldbury regarding potential expert rentention.	SWK	0.60

PROFESSIONAL SERVICES SUMMARY

Code	Name	Hours	Rate	Amount
BLB	Benjamin L. Bedard, Partner	2.80	165.00	462.00
DPC	Danna P. Clement, Partner	5.80	165.00	957.00
KLR	Kathryn L. Reeves, Paralegal	5.00	80.00	400.00
LEB	Laura E. Bedard, Partner	2.40	165.00	396.00
SWK	Stephanie W. Kaufer, Associate	62.10	140.00	8,694.00
	Total Professional Services	**78.10**		**$10,909.00**

DISBURSEMENTS

Date	Description	Amount
11/14/16	Long Distance Telephone Charge Our telephone depositions of Matt Rounds and Dr. Jack Rounds. - Vast Conference Call paid via American Express	12.75
12/05/16	Subpoena Fees recs from Dr. Sperduto Tax ID#: 23-2588479 - IRM c/o Med Rec Payments	39.56
12/05/16	Outside Printing public records, re: Freeman - The School District of Palm Beach County	2.10
12/19/16	Subpoena Fees #LAS-2016015455 service: Matt Rounds re: Freeman - Legal Advocate Services, Inc.	110.00
	Total Disbursements	**$164.41**

CURRENT BILL TOTAL AMOUNT DUE	**$ 11,073.41**
Balance Forward:	9,190.64
Payments & Adjustments:	-9,190.64
Total Due:	**$ 11,073.41**

Please return this page with remittance

to

Roberts, Reynolds, Bedard & Tuzzio, PLLC
470 Columbia Drive, Suite C-101
West Palm Beach, Florida 33409

Bill Number: **36148**
Bill Date: **January 20, 2017**
Client Code: **032**
Client Name: **City of Boynton Beach**
Matter Code: **16133**
Matter Name: **Freeman v. Boynton Beach**

Total Professional Services	10,909.00
Total Disbursements	164.41
CURRENT BILL TOTAL AMOUNT DUE	**$ 11,073.41**
Balance Forward:	9,190.64
Payments & Adjustments:	-9,190.64
Total Due:	**$ 11,073.41**
Past Due Balance	0.00
TOTAL AMOUNT DUE	**$11,073.41**

Lewis, Stroud & Deutsch, PL
1900 Glades Road
Suite 251
Boca Raton, FL 33431
Tel 561-826-2800 Fax 561-826-2828

February 1, 2017

Invoice

City of Boynton Beach
Director of HR & Risk Management - Julie Oldbury
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

In Reference To: Leif Broberg v. City of Boynton Beach, Jeffrey Katz & Suzanne Crawford
Email Invoice to Julie at City of Boynton Beach
oldburyj@bbfl.us

Invoice # 6358
Federal ID #
20-338-5521

For Professional Services Rendered:

			Hours	Amount
1/3/2017	MN	Draft affidavit of Suzanne Crawford	2.80	462.00
1/5/2017	HL	Receipt and review City of Boynton Beach's Amended/Supplemental Response to Plaintiff's Request to Produce.	0.30	49.50
	HL	Receipt and review Defendant, City of Boynton Beach's Notice of Serving Answers and Answers to Plaintiff's Interrogatories.	0.50	82.50
	HL	Receipt and review Defendant, City of Boynton Beach's Notice of Compliance to Plaintiff, Leif Broberg's Request for Copies dated November 28, 2016.	0.10	16.50
	HL	Receipt and review Defendant, City of Boynton Beach's Notice of Compliance to Defendant, Suzanne Crawford's Request for Copies dated November 23, 2016.	0.10	16.50
	HL	Receipt and review Defendant, City of Boynton Beach's Notice of Compliance to Defendant, Suzanne Crawford's Request for Copies dated April 6, 2016.	0.10	16.50
	HL	Receipt and review Re-Notice of Taking Deposition of Chief Jeffrey Katz.	0.10	16.50
1/6/2017	MN	Review and analyze plaintiffs answers to City's interrogatories	2.20	363.00
	MN	Review and analyze issue of police supervisory liability for subordinate punishment	3.20	528.00
1/9/2017	HL	Receipt and review correspondence and Plaintiff's Notebook Index from Adrian Alvarez, Esq. to Judge Gillen enclosing documents pursuant to Defendant Crawford's Motion to Dismiss scheduled for hearing on January 13, 2017.	0.20	33.00
	HL	Receipt and review Plaintiff's Response and Memorandum of Law in Opposition to Defendant Suzanne Crawford's Motion to Dismiss the Amended Complaint with corresponding case law.	0.50	82.50
	HL	Draft correspondence to A/C Suzanne Crawford advising her that her pre-deposition conference is scheduled for February 2, 2017 and her deposition is scheduled for February 7, 2017.	0.10	16.50
1/10/2017	HL	Draft correspondence to Judge Jeffrey Gillen with Notebook and notebook index including all documents for hearing on Defendant's Motion to Dismiss scheduled for hearing on January 13, 2017.	0.20	33.00
	HL	Receipt and review Third Re-Notice of Taking Deposition (changes as to time only) of deposition of Leif Broberg scheduled for January 31, 2017.	0.10	16.50
	MN	Review and analyze file to prepare for hearing on motion to dismiss the complaint set for January 13	4.80	792.00

			Hours	Amount
1/11/2017	HL	Draft correspondence to Judge Gillen enclosing two rules cited in Defendant Crawford's Motion to Dismiss scheduled for hearing on January 13, 2017.	0.10	16.50
1/12/2017	HL	Plan and prepare for special set hearing on Crawford Motion to Dismiss	1.20	198.00
	HL	Plan and prepare for hearing on Defendant, Crawford's Motion to Dismiss specially set for hearing on Jan. 13	1.80	297.00
	MN	Review and analyze plaintiffs alleged damages	2.20	363.00
	MN	Review and analyze issue of speculative damages for possible promotion and lost opportunity for additional duty assignments	3.20	528.00
	MN	Review and analyze plaintiffs previous conduct which poisoned relationship with Crawford	2.00	330.00
	HL	Receipt and review correspondence from A/C Crawford requesting her pre-deposition conference time be moved from 10:00am to 10:30am.	0.10	16.50
	HL	Draft correspondence to A/C Crawford advising her we have moved her pre-deposition conference time on February 2, 2017 to 10:30am per her request.	0.10	16.50
1/13/2017	HL	Travel to and from and appear for and attend hearing on Motion to Dismiss Amended Complaint	2.40	396.00
	HL	Receipt and review Order on Defendant Crawford's Motion to Dismiss Plaintiff's Amended Complaint.	0.10	16.50
	MN	Research questioning material fact witnesses about matters of speculation	2.70	445.50
1/18/2017	HL	Receipt and review Notice of Production from Non-Party and proposed Subpoena for records to Florida Department of Management Services.	0.20	33.00
1/19/2017	MN	Research issue of bases for good faith believe triggering whistleblower status	2.60	429.00
	HL	Receipt and review correspondence from Adrian Alvarez, Esq. advising that the deposition of Chief Katz will not proceed on January 23, 2017 but will commence of February 10, 2017 with a continuation to follow.	0.10	16.50
1/20/2017	HL	Receipt and review Notice of Cancellation of Deposition of Chief Jeffrey Katz scheduled for January 23, 2017.	0.10	16.50
	HL	Prepare Defendant, Suzanne Crawford's Request for Copies to Defendant, City of Boynton Beach for documents produced by Florida Department of Management Services.	0.10	16.50
1/23/2017	HL	Receipt and review Fourth Re-Notice of Taking Deposition of Leif Broberg.	0.10	16.50
	HL	Receipt and review Second Re-Notice of Taking Deposition of Amy Broberg.	0.10	16.50
	MN	Review and analyze plaintiffs statements to the FBI	2.40	396.00
1/24/2017	MN	Review and analyze file for additional discovery	4.80	792.00
1/31/2017	MN	Review and analyze punishment for disrespect within police chain of command	3.20	528.00
	HL	Draft correspondence to A/C Crawford requesting her availability on either Friday February 3, 2017 or Monday, February 6, 2017 to reschedule her pre-deposition conference and thereafter reset if to February 3, 2017.	0.10	16.50
	Total	professional services rendered	45.00	$7,425.00

Disbursements Incurred:

1/13/2017	HL	Travel to and from Palm Beach County Courthouse for hearing	26.45
1/23/2017	HL	Overnight package to Judge in preparation for hearing.	23.91
	HL	Additional overnight package to Judge to include additional case law in preparation for hearing.	15.19

			Amount
1/31/2017	HL	Copying costs.	357.25
	HL	LexisNexis	106.62
	HL	Postage	1.40
		Total Disbursements Incurred:	$530.82
		Total amount of this bill	$7,955.82
		Previous balance	$5,072.06
		Accounts receivable transactions	
1/20/2017		Payment - Thank You No. 0134029654	($5,072.00)
1/20/2017		Credit - 12/1/16 MN double billing - Draft Affidavit of Suzanne Crawford 1.60 $264.00	($264.00)
		Total payments and adjustments	($5,336.00)
		Balance due	**$7,691.88**

Invoice Summary

Name	Hours	Rate	Amount
Harriet Lewis	8.90	165.00	$1,468.50
Marvin Nodel	36.10	165.00	$5,956.50

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

REQUESTED ACTION BY COMMISSION: Approve the minutes from the Regular City Commission meeting held on February 7, 2017.

EXPLANATION OF REQUEST:
The City Commission met on February 7, 2017 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: N/A

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Minutes	02-07-17

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	10/19/2016 - 3:06 PM

MINUTES OF THE REGULAR CITY COMMISSION MEETING HELD ON TUESDAY FEBRUARY 7, 2017, AT 6:00 P.M. IN COMMISSION CHAMBERS, CITY HALL 100 E. BOYNTON BEACH BOULEVARD, BOYNTON BEACH, FLORIDA

PRESENT:

Steven B. Grant, Mayor
Mack McCray. Vice Mayor
Christina Romelus, Commissioner
Joe Casello, Commissioner

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

ABSENT:

Justin Katz, Commissioner

1. OPENINGS

A. Call to Order - Mayor Steven B. Grant

Mayor Grant called the meeting to order at 6:00 P.M.

CLOSED-DOOR SESSION to be held on February 7, 2017 commencing at 6:00 p.m. in Commission Chambers at City Hall to discuss pending litigation in the case: BARRY GOLDMAN, Plaintiff, vs CITY OF BOYNTON BEACH, Defendant – Palm Beach County Circuit Court Case No. 2015CA011734XXXXMB

Mayor Grant announced the closed-door session regarding Barry Goldman vs. City of Boynton Beach for the above captioned case.

Jim Cherof, City Attorney, announced present for the session was the City Commissioners; Lori LaVerriere, City Manager; James Cherof, City Attorney; Tracy DeCarlo, Assistant City Attorney; and a court reporter.

Mayor Grant recessed the meeting at 6:00 p.m.

Mayor Grant reconvened the meeting at 6:30 p.m.

Invocation was given by Reverend Bernie Macon

Pledge of Allegiance to the Flag led by Commissioner Casello

ROLL CALL

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

Agenda Approval:

1. Additions, Deletions, Corrections

Mayor Grant requested hearing New Business items 12 B and 12 C after Item 3, Announcements. Vice Mayor McCray requested moving Item 12 A as well and hearing Administrative item 5 C before Item 4, Public Audience.

2. Adoption

Motion

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

Vote

The motion unanimously passed.

2. OTHER

A. Informational items by Members of the City Commission

Vice Mayor McCray advised he received an email from Ms. Oyer saying former Mayor Gene Moore had passed. He corrected the record that Mr. Moore had not passed. He visited the Marina project unannounced and praised staff on a job well done. He also attended the Kinetic Art Event and met a New York artist who never heard of Boynton Beach until he came to the event. The artist praised Ms. Coles-Dobay and Vice Mayor McCray praised her as well. He attended the Four Chaplains on Sunday and the 5th Annual Deshi Winter Festival at Boynton Beach High School which impressed him. He enjoyed the festivities and music and noted about 12 individuals spoke English. He had a fantastic time and recommended taking in shows of different cultures as it is enriching. Vice Mayor McCray attended the swearing in of new police officers.

Commissioner Romelus announced she was appointed to the Tourist Development Council by County Commissioner Mary Lou Berger. The Commission congratulated her.

Commissioner Casello attended the Greater Boynton Beach Gala and Business Awards, the swearing in of eight new Police Officers and an awards ceremony at Village Royale. He attended the monthly Coalition of Boynton West Residential Association. He worked with State Representative Lori Berman on the Farm Share free food distribution held next to St. John Missionary Baptist Church and advised they served over 300 families. He thanked all the volunteers as it was a great success. He attended the Kinetic Art Symposium Opening night and met some of the artists. He thought some

of the work was incredible. It was art in motion. Earlier today he spoke to Susan Oyer's seventh grade classes about what is happening in Boynton Beach and his background. Some of the questions posed by the students were outstanding and the students learned about Boynton Beach. He attended a fund raising event at the Kravis Center, noting the guest speaker, Pit Bull, gave the key note address. He was surprised by his humble beginnings and how he handles success and giving back to the communities.

Mayor Grant toured Galaxy Elementary School, reading to kindergarteners and first and fourth grade classes. He attended Crosspointe Elementary School, grading a Spelling Bee, reviewed the premises at Mignano Tree Care, went to a Galaxy Elementary School fundraising event held at McDonalds and a Chamber of Commerce event at Benvenuto. He attended a Cuban Delegation with County Commissioners and had a wonderful Chinese New Year at East West Bistro. On the 31st, he met with Randy Nobles of Habitat for Humanity and served as a judge for the Cultural Council's 10 by 10 Event including artwork from students and artists from throughout the County. He presented a citation for Louis Pochtar at Brookdale Nursing Home who was celebrating his 110th birthday, attended the investiture ceremony for Judge Lou DelGado, who is the youngest and first elected Hispanic Judge and attended the Kinetic Art VIP night and returned to the event on Saturday and Sunday. He attended the advisory board for Connect to Greatness and attended the Deshi Winter Festival at Boynton Beach High School, noting most of the attendees were from Bangladesh. He attended the Four Chaplains Event as the key note speaker, watched the Superbowl and attended his Town Hall meeting.

Mayor Grant advised the Town Hall meeting was an impromptu event. He wanted to start solving issues in the City, but there was only one week's notice given. He advised the event was well attended and the next event will be held in Chambers at 4 p.m. on the first Monday of every month. More information was forthcoming, but he planned to hold meetings around the City. He attended Congress Middle School, noting they just received a federal grant for over $2 million over the next three years. Teachers and students will receive iPADs and their Science Technology Engineering Art Math (STEAM) program is outstanding. He gave a shout out to Captain Johnson for the Boys in Blue Program. All praised the program.

Vice Mayor McCray explained he received several phone calls inquiring why the Town Hall meeting was not advertised more. He explained the Kinetic Art Symposium overshadowed, but he hoped when returning for a Town Hall meeting, the Mayor will give more notice and Mayor Grant agreed.

3. ANNOUNCEMENTS, COMMUNITY & SPECIAL EVENTS & PRESENTATIONS

A. The Commission meeting on Tuesday, March 7, 2017 has been rescheduled to Monday, March 6, 2017 at 6:30p.m. in the Commission Chambers due to members of the Commission travelling to Tallahassee on March 7, 2017.

Mayor Grant read the item.

B. City offices will be closed on Monday, February 20th in observance of Presidents' Day.

Mayor Grant read the item

C. Announcement by Recreation & Parks Director Wally Majors about the 5th Annual Barrier Free 5K Run, Walk & Roll that will be held on Saturday, February 11 beginning at 7:30 a.m., and the Inaugural Magic Wheels and Special Deals event that will be held on Friday, February 10 beginning at 4:00 p.m.

Wally Majors, Director, Recreation and Parks, announced the above event and the partner event called Magic Wheels and Special Deals which they organized to showcase the second time the Department had a magic wheelchair built for a special child. He wanted to recognize those who built the magic wheelchair and give them the opportunity to meet Emma and her mom Karen, to put a face to the picture. He thanked Kevin Ramsey, City Project Manager and Police Officer Will Rodriguez who took a lot of time and passion to build the wheelchair for Emma that will be unveiled on Friday, February 10th at 4 p.m. at Barrier Free Park. He invited all to attend and noted last year, many were moved by these special children. The park is designed to alleviate as many barriers as possible for people with all levels of ability. Emma will be the honorary starter of this year's Barrier Free 5K Run Walk and Roll. He introduced Lori Wilkinson, who came in contact with Karen and Emma as a teacher at Royal Palm School.

Lori Wilkinson, SW Cranbrook Drive, Chair of the Greater Boynton Beach Foundation, explained the Foundation is one of the sponsoring entities for the Barrier Free 5K Run Walk and Roll event which starts at 7:30 a.m. on Saturday. She introduced Emma Pietrafesa, the honorary starter with her mom, Karen, and advised this was a special family. She applauded Karen's strength explaining Emma is 10 years old, and was born with Cornelia de Lange Syndrome which presents many challenges. Additionally, Emma's older brother is on the autism spectrum. A year and a half ago, the family learned that Emma's father was diagnosed with pancreatic cancer and he passed away the day before Thanksgiving. This family shows what it means to be a tight unit. This year, Emma starts the event in the magic wheelchair built by Mr. Ramsey and Officer Rodriguez. She hoped many would support the event. Registration is online or via postcards and the event is held in partnership with the City of Boynton Beach, Hunters Run, the Greater Boynton Beach Foundation and the Realtors Association.

Commissioner Romelus asked how many parks the City has and learned there were 28 parks.

D. Proclaim February 11th-17th, 2017 as 2-1-1 Awareness Week. Patrice Schroeder, Community Relations Specialist, will be present to accept the proclamation on behalf of 2-1-1 Helpline.

Mayor Grant read the proclamation. He conveyed he received a call from someone on his cell phone asking about homeless shelters and he referred them to 2-1-1. The caller called back the next day advising they helped but she needed further help and he explained she still needed to call 2-1-1. He thanked 2-1-1 for their help in the Community as they are available 24/7.

Sharon L'Herrou had heard about Karen Pietrafesa and her family noting even strong moms need support. They can be overwhelmed and 2-1-1- was available to assist them. She also noted the National Alliance for the Mentally Ill (NAMI) is also a close partner. Often there are resources many do not know about. In addition, they staff the calls for the National Suicide Hotline and if someone is desperate or distraught, they should be urged to call them.

12 A. Approve the request of Vice Mayor Mack McCray to distribute $500 of his Community Support Funds to Robert E. Wells Day. *(Heard out of order.)*

Vice Mayor McCray requested $500 of his Community Support Funds be disbursed for the Robert E. Wells Day taking place in District II. Minister Wright is present and he spoke last meeting about the event. He thought the funds would help him get the event off the ground.

Motion

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

Vote

The motion unanimously passed.

B. Approve the request of Mayor Steven B. Grant to distribute $250 of his Community Support Funds to Connect2Greatness, a non-profit organization.

An unidentified man noted board members Casandra Thaddeus, Cartier Scott and Andrea Smith Thomas were present. They started an organization for young African American boys in the community and he thanked Mayor Grant for the start-up funds for the 6th to 8th grade boys leadership academy. It is a 15-week program emphasizing structure and things they need to keep young boys in Boynton heading in the right direction. They will start with 50 young men in August working with schools, parks and the Sims Center. He thanked the Fire Chief for the advisory meeting held in Boynton Beach and the City and Mayor Grant for their support and assistance to kick off the program. There are applications and registrations for participants starting in May as well

as obtaining grown coaches/mentors to partner with the youth starting March 4th. More information will be provided at the next meeting.

Vice Mayor McCray asked if the local churches were contacted and learned they had and some members were at the advisory meeting.

Commissioner Casello asked about the eligibility requirements. Youth will obtain applications or the organization will get requests from the teachers, parents, guidance counselors and school administrators. The program will substitute sports only agendas to give youth something positive academically and socially that they will look forward to and be comfortable with.

Vice Mayor McCray asked if the participants would be rewarded at the conclusion of the program and learned the organization has formed partnerships with TD Bank. They will have scholarships at the end of the completion of the program and community service projects, and participants will be rewarded by going to different facilities and parks and cultural centers to expose them to new experiences. Vice Mayor McCray commented this was the first time he was hearing about the organization and he directed Lori LaVerriere to draw $500 more of his money to supplement this organization.

Commissioner Romelus asked if there was an affiliate group for young women/females and was told they do not have a sister organization, but Cassandra Thaddeus worked with the Women's Foundation. They do remarkable work with young women in the STEM field and there were several different opportunities for young women of color to participate through the STEM programs.

Motion

Vice Mayor McCray moved to approve Mayor Grant's and his additional amount. Commissioner Romelus seconded the motion.

Vote

The motion unanimously passed. It was noted the total amount approved was $750.

> C. Approve the request of Mayor Steven B. Grant to distribute $300 of his Community Support Funds to NAMI of Palm Beach County, a non-profit organization.

Mayor Grant wanted to highlight this organization because of the shooting that occurred at Ft. Lauderdale airport by a mentally ill person. He wanted to ensure all that need help get the help they need.

Katherine Murphy, National Alliance of the Mentally Ill (NAMI) Palm Beach County representative, explained they have been in existence for 34 years, and every state has

a NAMI. They are the oldest grass roots mental health organization in the country and they support family members of those with a loved one with mental illness, the afflicted individual and the community. They provide education, advocacy and support and she was present to request funds to provide a 12 session, 36 hour, educational program to assist family members to learn how to live well with the mental illness. It is an evidence based program. They have 15 people in Boynton Beach on the wait list, and they wanted to bring the program to the City. The program is for those 18 years old and older. The feedback they have received from prior classes is it is life changing. Participants learn how to live well with the providers and how to cope and care for themselves.

Motion

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

Vote

The motion unanimously passed.

E. Proclaim the month of March 2017 as The City of Boynton Beach Firefighter Appreciation Month. Jeaneece Washington, Fundraising Coordinator for The Muscular Dystrophy Association will accept the proclamation. *(Heard out of Order)*

Mayor Grant read the proclamation. Jeaneece Washington thanked the City Commission and Fire Chief Joseph for the opportunity to speak on behalf of the Muscular Dystrophy Association (MDA). Firefighters have been collecting funds for MDA for over 60 years to hopefully one day find a cure. She announced two drugs were released at the end of 2016: one for Duchenne and another for spinal muscular atrophy. She thanked all.

Chief Joseph explained they will begin collections this Friday and their goal is again $30K this year.

5.C PROPOSED RESOLUTION NO. R17-013 - Authorize the Mayor to sign a Sister City Agreement with Rauma, Finland. *(Heard out of Order)*

Jeanne Heavilin, President, Greater Boynton Beach Sister Cities, explained this relationship started in June when they went to Finland and the City Commission approved establishing a formal Sister City relationship with Rauma, Finland. At the end of December, they forgot to ask for authorization for the Mayor to sign the official agreement. If approved, it will be sent to Rauma. They were starting to make good connections with the Finnish community in Palm Beach County. Mayor Grant will speak at a Finnish American Chamber of Commerce lunch next Friday at Benevenuto. She commented Finland is celebrating their 100th year of independence and Mayor

Grant will lead a delegation to meet the Mayor in Finland in June. She requested the Commission authorize the Mayor to sign the agreement.

Motion

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

Vote

The motion unanimously passed.

Peter Makila, Honorary Counsel to Finland, was present and explained he has been working on this for the last five or six years, visiting several cities. This is the centennial year Finland was free from Russia. They have celebrations here and the speaker of the Finnish Parliament will be visiting on the 16th to the 19th. Mayor Grant will welcome them at Benevenuto on Friday and all were welcome to attend the Centennial Gala to be held on the 18th.

E. Proclaim the month of March 2017 as The City of Boynton Beach Firefighter Appreciation Month. Jeaneece Washington, Fundraising Coordinator for The Muscular Dystrophy Association will accept the proclamation.

(*This item was addressed earlier in the meeting.*)

Item 5 C **PROPOSED RESOLUTION NO. R17-013** - Authorize the Mayor to sign a Sister City Agreement with Rauma, Finland.

(*This item was addressed earlier in the meeting.)*

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)

Dodie Dinizo, 655 Riviera Drive, advised for the past two years, she has lived next door to a sober home. The occupants moved out at the end of December due to the moratorium, unfortunately in the beginning of January another group moved in. It is not a sober home, but a group of commercial people. She wanted to know how the occupants were allowed to rent the premises when there is a moratorium. She was told by the owner of a house, the occupants were doing a job in West Palm Beach and there are eight or more people in the home. She had no idea what kind of work they were doing and thought it was construction. Mayor Grant commented he will talk to the tax collector to ensure it is a vacation rental; otherwise Community Standards will review

the matter. She explained Mr. Pierre came to see her and was great, but it is not a summer rental, it is people working for a business.

Commissioner Romelus understood from her conversations with Mr. Mack and her, this is an AirBnB. The individuals are temporarily renting out the home as they complete construction work and they will be leaving. If they are a nuisance, she can report it to the police, but it has nothing to do with the group home moratorium.

Ms. Dinizo asked what comes after that as she lives in a single-family residence. Mayor Grant explained if someone wants to be a landlord, they have to obtain a Business Tax Receipt and it is allowed. The State of Florida dictates they cannot limit vacation rentals.

Woodrow Hay, 427 NW 5th Avenue commended the City Commission contributing funds to the various groups. The Boynton Beach Mental Health Committee works with NAMI and they do not receive funds from the county or anywhere else. The only means of funding they have is through contributions such as the City Commission. Currently, they are working and training Fire and Police Department personnel at Fire Station No. 5 on mental health first aid, teaching officers and others to be aware and informed about how to deal with those with mental illness. They have received funding from prior Commissions and he encouraged the Commission to consider the Boynton Beach Mental Health Committee.

James DeVoursney, 2625 Lake Drive North, commended the Mayor for having the Town Hall meeting in view of recent violence in the community and thought it was great to get the leaders involved in discourse to discover solutions. One item that came to light is there is a serious communication issue in District II from the City to the residents and there is a lack of role models in the community. He thought at some point, there may have to be an advisory board on communication so they can communicate better with the citizens. He also thought at some point, a community liaison advisory board may be a great concept with Connect to Greatness, Coalition of Clergy and have a team to help coordinate these meetings so they happen on a regular basis.

Vice Mayor McCray commented there is a meeting tomorrow night at 6 p.m. at the Carolyn Sims Center for the first anniversary of the Community Policing program and he would be present. He did not think there was a communication program, noting it was an impromptu meeting and the kinetic art event was occurring. The Mayor assured him they will be cognizant that communication is important. Mayor Grant noted the event on Wednesday is being held by the Community Redevelopment Agency.

Bernard Wright, 713 NW 2nd Street, thought the meeting the Mayor held was great and understood it was an impromptu meeting but contended there is a communication problem and there could have been a greater turnout. He thought the City was moving in the right direction with the City calendar they received, showcasing some of the City's history. He wanted to be invited around the table in the future so they can get as much

Black history included in the calendar. He thought there was very little, and the calendar was white washed and he and others were offended. He announced February 7th was Robert E. Wells Day and they are holding the celebration on the 11th. He thanked Vice Mayor McCray for his contribution making the event better than it was last year. There are some contributors and the police should let people have fun with the bounce houses, D.J. and others to make it festive. He thanked all on the dais, Warren Adams, Historic Preservation Planner and the Historic Resource Preservation Board, and the Historical Society. He wanted the Historical Society to get more involved in Black History and commented he should have been at the table when the calendar was being compiled. The festival is from 10 a.m. to 5 p.m. between the Family Dollar store and the MLK Mini Market. The CRA provided a platform.

Commissioner Romelus recalled Eleanor Krusell, Communications Manager, and some of the Historical Society members had been asking the community for photographs for months. Reverend Wright was unaware and had been to one of the Historical Society Christmas parties held every year, but was disappointed, since he initiated the research project they have not invited him back. The City requested residents provide photos and information on Facebook and several social media outlets. She did not think Rev. Wright was intentionally left out, the invitation was open. Rev. Wright differed.

Ricky Petty, 970 N. Seacrest Boulevard, introduced himself as the new Project Director for Healthier Boynton Beach. He will be reaching out to the community and residents on Boynton Beach Boulevard regarding the initiative which is funded through the Palm Healthcare Foundation to improve healthy outcomes for family caregivers. He requested anyone interested in being part of the initiative contact him and he provided his phone number. Mayor Grant requested flyers for City Hall. Vice Mayor McCray noted the program is under the umbrella of P2P from St. John Missionary Baptist Church.

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.

The following Regular (Reg) and Alternate (Alt) Student (Stu) and Nonvoting Stu (N/V Stu) openings exist:

Arts Commission: 2 Regs and 2 Alts

Motion

Vice Mayor McCray nominated Lauren Huff as a regular on the Arts Commission. Commissioner Romelus seconded the motion.

Vote

The motion unanimously passed.

Motion

Commissioner Romelus nominated Golene Louis as a regular on the Arts Commission. Vice Mayor McCray seconded the motion.

Vote

The motion unanimously passed.

Motion

Commissioner Casello nominated Clovis Moodie as an Alternate on the Arts Commission. Vice Mayor McCray seconded the motion.

Vote

The motion unanimously passed.

Building Board of Adjustments & Appeals: 2 Regs and 2 Alts

Motion

Commissioner Casello nominated Daniel Berger as a regular member. Vice Mayor McCray seconded the motion.

Vote

The motion unanimously passed.

Library Bd: 3 Regs and 2 Alts

Motion

Vice Mayor McCray was privileged to nominate this applicant as she was on the Education and Youth Advisory Board and her application got stuck in the shuffle. He nominated Dr. Stephanie Hayden as a regular member on the Library Board. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

Recreation & Parks: 2 Regs

Motion

Vice Mayor McCray nominated Elizabeth Pierce Roe as a regular member. Commissioner Romelus seconded the motion.

Vote

The motion unanimously passed.

Motion

Commissioner Romelus nominated Julie Mondello as a regular member. Vice Mayor McCray seconded the motion.

Vote

The motion unanimously passed.

Senior Advisory Bd: 1 Reg and 2 Alts

B. Appoint the Chair and Vice Chair of the Recreation and Parks Board in accordance with Ordinance 15-021.

Mayor Grant commented they just appointed new members and they were not able to run for the Chair or Vice Chair. He asked if they would allow another meeting to see if there were other nominations. Vice Mayor McCray noted this Board was the only Board that had this Ordinance and inquired how this occurred. Lori LaVerriere, City Manager explained this was old language as historically the City Commission does not appoint the Chair and Vice Chair. This was an odd case when the Board was created. She requested the Board permit an amendment to the Ordinance to allow the Board to self-organize. Commissioner Casello thought dismiss the ordinance first instead of the other way around. Ms. LaVerriere explained they will bring back an amendment at the next meeting. There was consensus to do so.

C. **PROPOSED RESOLUTION NO. R17-013** - Authorize the Mayor to sign a Sister City Agreement with Rauma, Finland.

This item was addressed earlier in the meeting.

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. R17-014** - Approve and authorize signing of an Agreement for Water Service outside the City limits with Gaspar Tomas & Juana Vargas Velasquez for the property at 7661 High Ridge Road, Lantana, FL 33462.

B. **PROPOSED RESOLUTION NO. R17-015** - Amend the Utility Capital Improvement Program (CIP) FY 2016-2017 budget, which will adopt amended budgeted appropriations and revenue sources.

C. Authorize the use of Layne Christensen Company of Fort Myers, FL to perform mechanical integrity testing of the Class I injection well located at the West Water Treatment Plant (West WTP) for a lump sum price of $32,959.

D. Approve utilization of the National Joint Powers Alliance (NJPA) Contract #011014-SCA for "Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services" with Sewer Cleaning Company of America authorized distributor, Pat's Pump & Blower of Boynton Beach for the purchase and delivery of a new "Workhorse Easement Machine with accessories" in the amount of $57,488.85. The NJPA procurement process satisfies the City's competitive bid requirements.

E. Approve Change Order No. 6 to Purchase Order #130850 to Rohl Networks, LP in the amount of $60,000.00 for the Fiber Optic Cabling project, Bid No. 017-2821-12/DJL, increasing the purchase order from $307,926.56 to $367,926.56.

F. Accept the Fiscal Year 2016-2017 Budget Status Report of the General Fund and the Utilities Fund for the three (3) month period ended December 31, 2016.

G. Legal expenses - December 2016 - Information at the request of the Commission. No action required.

H. Approve release of two restoration bonds in the amount of $49,774.89 (Phase 1A) and $22,775.12 (Phase 1B) for the site restoration of Cortina at Boynton Village Project.

I. Accept first quarter report on operations of the Schoolhouse Children's Museum and Learning Center for FY16-17.

Mayor Grant pulled this item to let Suzanne Ross talk about the Schoolhouse Children's Museum.

Suzanne Ross, Executive Director, Schoolhouse Children's Museum, explained the First Quarter Report showed a loss of about $4,911 which is the result of several factors. She explained the Museum budgets on a breakeven basis. Visits to the Museum increased from 23,000 people in 2014 to 36,000 in 2016 which meant it was necessary to add staff and conduct programs, evaluate existing programs, and plan and promote new ones. She advised growth at that rate is unlikely to continue. The space in which the Museum operates has changed. There has been an increase in competition in the number of preschools offering VPK. As a result, they have to reevaluate programs, their operations and identify opportunities to expand the Museum's reach. One opportunity recently developed and submitted for grant funding is called Museum on the Go. The programs are designed to bring Museum programs to area preschools. She requested the Commission note the first quarter loss is a non-cash loss. Depreciation for the quarter was $13,685. She noted it was not their intention to operate at a deficit and she will monitor the budget carefully. In addition to pursuing of grant funds for new programs, they have potential remedies to mitigate loss if necessary.

Ms. Ross explained staffing has leveled off and that it takes time to recruit, hire and train a team to serve the community and bring visitors to Boynton Beach. As of December 2013, when she joined the team, the cash reserve at the Museum was $55,669 and the museum was running a deficit of $41,888. Current cash reserves were at $219,379.

Commissioner Casello noted the museum was almost closed when he was first elected. Under her leadership, she turned the Museum around and he thanked her for her hard work. Vice Mayor McCray pointed out the Museum was featured in many magazines and he praised Ms. Ross.

Motion

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

Vote

The motion unanimously passed.

J. Approve the minutes from the Regular City Commission meeting held on January 17, 2017.

Motion

Vice Mayor McCray moved to approve the Consent Agenda. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

7. BIDS AND PURCHASES OVER $100,000

A. Approve the purchase of new and replacement vehicles as approved in the FY2016/2017 budget in the estimated amount of $1,753,635.00 by utilizing the following contracts: Florida Sheriff's Association Contract # FSA16-VEL24.0 and FSA16-VEH14.0.

Motion

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

Mayor Grant asked staff to look at electric vehicles as an option. He acknowledged they are more expensive, but there are a lot of charging stations. He thought it could be a pilot program.

Vote

The motion unanimously passed.

B. PROPOSED RESOLUTION NO. R17-016 - Award the Bid for Roof Re-Coating for Fire Station No. 5, Bid No. 008-2210-17/JMA and authorize the City Manager to sign a contract with Solarguard Roofing, Inc. of Boca Raton, FL as the lowest responsive, responsible bidder in the amount of $168,500 with a 10% contingency for a total approved amount of $185,350.

Motion

Vice Mayor McCray moved to approve for discussion. Commissioner Casello seconded the motion.

Vice Mayor McCray noted the building was less than 10 years old.

Kevin Ramsey, Project Manager, explained the building was constructed in 2009. The roof was epoxy based which calls for maintenance every five years. Due to budget constraints, the roof needs to be recoated.

Commissioner Casello asked about leaking from solar panels. Mr. Ramsey explained the building had precast panels. There is a joint between every so many feet of wall that needs to be calked and coated, which was also included in the maintenance. Leaking at the flashing by the parapet wall is also being addressed.

Vote

The motion unanimously passed.

8. CODE COMPLIANCE and LEGAL SETTLEMENTS - None

Ms. LaVerriere introduced Mark Woods, the new Community Standards Director, who started this Monday. He has many years of experience with several municipalities in the Code Compliance and fire-related inspection fields. She announced he was from Lake Worth, and the City is delighted to have him aboard.

Chief Joseph introduced Mark Woods, and explained he has over 30 years of Code Enforcement and Community Standards experience. He has a Bachelor's degree in Political Science from Bethune Cookman College, a Certificate of Leadership from the University of Virginia, and over 15 years in leadership and management. The department is reorganizing and moving forward with the new division and this is the last cap stone for the leadership team to be in place.

Mark Woods was excited for the opportunity to serve and advised he looks forward to bringing his experience and best practices to the City, moving the division and unit into the 21st century. A great foundation was already laid.

Vice Mayor McCray welcomed Mr. Woods. Commissioner Casello noted Lake Worth spoke highly of him.

9. PUBLIC HEARING

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

A. **PROPOSED ORDINANCE NO. 17-005 - FIRST READING** - Approve and amend Part III, Land Development Regulations, Chapter 3, Article IV, Section 3.D use matrix notes, number 103, striking pilot program language and codifying landscape debris stockpiling use and land development regulations.

Attorney Cherof read proposed Ordinance No. 17-005 by title only on first reading.

Andrew Mack, Development Director, explained Ordinance 14-019 was created as a pilot program adopted by the City Commission on August 15, 2015. It was created for the M1 zoning district and it allowed preexisting properties that stockpile to be grandfathered in for 12 months. After the 12 months, the operator had to apply for a Conditional Use approval. The Ordinance is set to sunset February 15, 2017. A map identifying all the M1 zoning districts was viewed. The Land Development Regulations require affected properties to have a minimum of 0.5 acres, a minimum 20 foot access

road around the stockpile, be set back at least 30 feet from residential property and 25 from all other property lines. There must be a screening wall or fence and when it abuts residential it must have a landscape barrier. The hours are limited from 8 a.m. to 6 p.m. on weekdays and Saturday from 8 a.m. 12 p.m. The pile must be no higher than 12 feet and during droughts, could be reduced to 6 feet. The pile is required to be covered by a breathable blanket or sprinkler system approved by the Fire Marshall. The fire regulations were to have a minimum setback of 25 feet from a commercial building and 40 feet from a residential building. Each pile was to be churned once per week and a log maintained on site. A picture of the location was taken and a site visit was conducted in January. The pile in the foreground was 12 feet high and another pile was 8 feet.

Prior to the adoption of the Ordinance, the City had no provision for vegetative matter storage in the City. The regulations allowed for temporary storage of the matter as a conditional use in the M1 zoning district after they met site specific and operational requirements. The City issued one Business Tax Receipt for landscape debris to Mignano Tree Care at 301 SE 10th Avenue and staff conducted several compliance inspections. Two violations were noted on March 14th for the churning maintenance log and sprinkler coverage and another for the pile height and maintenance log and sprinkler coverage on September 16th. Once Mignano's was notified of the violation they corrected all the violations within the stipulated time. There was another violation for sprinkler coverage as water pressure is involved and the Fire Marshall noted some adjustments were needed. They are scheduled to return February 15th to review them.

Mayor Grant had commented he visited the site and learned there were violations regarding the sprinklers. They had 15 days to correct the matter and the Mignano's were looking to add additional sprinkler heads and install a well and pump. He saw there were 40 palm trees, and has seen pictures of the pile over the fence and wanted to reduce the maximum height from 12 feet to 9 feet. He would rather have the stockpile used for composting than the vegetative matter be burned.

Vice Mayor McCray commented when the trees grow taller they can raise the pile height. Commissioner Casello had visited the property noting it was clean, but there was a question about rats and roaches. He did not observe any rat problem and walked the property of an adjacent business owner who did not experience any rat or roach problems. He also walked the property of the complainant and took pictures of the fence. He recommended reducing the pile height a few feet. The business owner comes over on a daily basis and there is a fairly new churning machine on the premises. As to the sprinklers, there was a pressure issue he will address.

Commissioner Romelus wanted to negotiate a middle ground as there is a nuisance for the neighbors so the parties can live peacefully. Vice Mayor McCray thought they met the specifications the City Commission imposed and favored letting them operate like a normal business.

Attorney Cherof clarified the Ordinance was not site specific; the discussion is about extending it City wide.

David Katz, on behalf of the owner and as a friend and not a lobbyist, explained the Ordinance indicates they have to churn the pile once a week; however, they churn it once a day and sometimes twice. Mignano's was willing to lower the height to 10 feet. Once the Areca Palms reach maturity, they will have grown to 14 or 15 feet and they would then like to return the pile size to 12 feet because it will be hidden. Mayor Grant favored having another pilot program with language in the Ordinance regarding coverage and height limit to get the extra three feet. Mr. Mack explained if the Commission reduces the height, they can raise it at another time. When the vegetative buffer grows to a certain height, it could be reconsidered.

Commissioner Romelus asked if the vegetative buffer was included in the Ordinance and learned it was. She asked if the abutting fence could be a commensurate height to the pile. Mr. Mack reiterated the regulations are not site specific to the Mignano site, it is to the use. Staff can add regulations when the Ordinance returns for second reading. Typically landscape buffers deal with compatibility as contained in the Code. She understood Areca Palms take a while before they grow to the height where it would screen this area. She favored the Ordinance already requiring the fence be a specific height so the pile is already blocked. Mr. Mack explained it could be written in.

Commissioner Casello asked if this lot would be grandfathered because there is already a fence surrounding Mignano's property. He questioned why force the owner to put up a 10 foot fence. Mr. Mack explained the pilot program would cease to exist, and it would be new regulation that would be added if amended. Areca palms grow to 15 to 16 feet and Commissioner Casello did not favor adding another financial burden by increasing the height of the fence when the palms would be growing

Mr. Katz explained if the height is reduced to nine feet, it reduces the amount of vegetative matter they can bring in by 25% as opposed to 10 feet which is 16%. Areca Palms grow about three feet a year and they have already been planted and are slightly over the fence. Even at 10 feet, the pile would not be visible in a year.

Mayor Grant favored a nine foot height. Commissioner Casello favored capping the height at 10 feet as did Vice Mayor McCray and keeping the sprinklers in good working order.

Commissioner Romelus asked how many workers Mignano employs and learned the company started in 1976 and has 90 employees. Ninety-five percent of the employees live in Boynton Beach and have been with the company for over 30 years. If the City shuts down the program, they will lay off 14 employees. They take the compost to Martin County where it is processed, sold organically and bagged by Scotts.

Angel Jones expressed her disappointment in the Commission because when she attended the last City Commission meeting, Commissioners Romelus, Katz and Mayor Grant said they would oppose it. Her father, she and her brother see the rats and roaches. Mignano had been paying the exterminator bill, but stopped when she contacted the State Representative. He came to her mother's house and threatened her. She has been fighting the issue for seven years. She thought the Commission would not want the pile next to their home. She understood 14 employees would be impacted, but she contended it is a dump in the middle of the City with roaches, rats and snakes and asserted just because some of the Commission members did not see them during their visit did not mean they are not there. She explained they spent $100 a month for an exterminator and offered to take pictures and bring them to the Commission. She pointed out the height of the pile does not stop the roaches or the smell and there are other violations including leaving the gate open which allows kids to run around when no one is there. She advised they start at 7 a.m. in the morning, not 8 a.m. and there are other violations.

Commissioner Casello explained he visited the site unannounced and what he observed in the industrial type area were trailer trucks and wrecked cars. He thought Mignano had the best looking lot there. He was assured by the adjoining neighbors they come on a regular basis and churn the pile and he did not observe any smell. Ms. Jones explained it was the issue about the roaches and rats. Commissioner Casello explained there are roaches in South Florida. He specifically asked about the rats and was told he had not seen any. Ms. Jones explained she would bring Terminex to the meeting because both the exterminator paid for by Mignano and the family she pays for told her the roaches were from the dump.

Vice Mayor McCray asked if her parent's had fruit trees in the yard and learned they did. He noted Ms. Jones had previously made a comment an owner was trying to sell his property but could not. He advised the house was overpriced and someone was killed in the home which may be why no one was buying it. Ms. Jones disagreed. Her parents have been at the property for 20 years and Mignano has been stockpiling for seven years, which her mother was fighting. At first they were dumping illegally. They were cited when she called the State Representative. She asked the City Commission to rethink their position.

Mayor Grant explained it was in an M1 Industrial property and it has always been, and there may be something a lot worse that could be allowed at the premises. He commented the family knew it when they purchased it. The Commission is trying to alleviate the height and they need economic growth in the City as there are not enough jobs available. She requested it be moved next door to his building and was told he does not own the land.

Commissioner Romelus explained Mr. Mignano had indicated to her he was willing to work with her and they can sit down and meet. She agreed use was is inconvenient, but the owner was willing to work and she would support him.

Commissioner Casello favored giving another 18-month extension, lowering the pile to 10 feet and when the Areca palms grow, the Commission could allow the pile height to return to 12 feet and decide then if the pilot program would be a permanent provision.

There was consensus to allow Commissioner Casello's version. Mr. Mack reminded the City Commission at that point it would have to come back for a Conditional Use approval.

City Clerk Pyle called roll.

Vote

The vote was 4-0.

10. CITY MANAGER'S REPORT

A. Accept the FY2015/2016 ADA Annual Update.

Debbie Majors, Grants and ADA Coordinator, explained 2015 was the 25th Anniversary of the Americans with Disabilities Act (ADA) being signed into law. The City Commission reaffirmed its commitment to work towards full compliance. In June 2015, Ms. Majors became the first ADA Coordinator to serve as a resource to employees and the public to coordinate the City's compliance effort. She announced they made a lot of progress this year. The City first reviewed its current practices and policies and created a transition plan which resulted in the City currently being in full compliance with ADA for governmental service. The City's Capital Improvements Program was included in the transition plan to ensure physical barriers were addressed. They reviewed employment policies including the hiring process and orientation of new employees and job accommodations and established funding mechanisms to support educational improvements in communication, programs and services to the public and employees with disabilities. The program funding comes from a portion of the illegal parking in designated handicapped parking spaces.

The Police Department policies and Emergency Management plans were reviewed for inclusion and the Fire Department reviewed hurricane preparedness community talks with the Palm Beach County Association of the Deaf and conducted a lot of community outreach.

The City developed a City-wide ADA training program for employees and as a result, Boynton Beach is the first City to have the designation of an autism-friendly business. Boynton Beach is on its way to becoming a deaf friendly business and now have communication cards in police vehicles. If an officer comes across an individual who is deaf and uses sign language, this is a first point to start communication with the individual. Video remote interpreting services which is similar to face time, would allow a first responder, through the use of a tablet, to be connected to a live sign language

interpreter creating a three-way conversation. They are currently available in City Hall in the front lobby. They are also located in the Library and the Recreation and Parks Department.

The City has an inclusion support team consisting of the Coalition for Independent Living Options; Deaf Services with Gulfstream Goodwill Industries; the ARC of Palm Beach County; Lighthouse for the Blind of the Palm Beaches, also under Gulfstream Goodwill Industries; the Center for Autism and Related Disabilities at FAU; Gold Coast Down Syndrome Organization; the Autism Resource Teacher with Congress Middle School; and an employee on staff in the Recreation and Parks Department that is a Recreation Assessment Specialist. There are several success stories included in the report in the meeting materials that is available to the public on request. The City has had a career exploration internship with a student from South Tech, and a six-year old girl with autism and epilepsy enrolled in the summer camp program last year. She started out isolated and unsure of herself and by the end of summer, was fine.

Another success was graduating high school seniors who received hearing aids though the School District are required to return them when they graduate to be refurbished for other students. She approached the inclusion support team and they approached the Kiwanis Club who held a fundraiser. They partnered with Ears to the Future Audiologist, and graduating seniors needing hearing aids received them.

The focus for 16/17 is to continue education with employees and the public and offer more inclusive opportunities in the City's recreational programs, special events and continue to update technology through the City's website. The Kinetic Art and Symposium event had sign language interpreters giving tours and hearing individuals joined the tour as well. A new program called Silent Painting Parties is being introduced at the Art Center and taught by a deaf instructor. Flyers are in the back of the room. She noted many people with disabilities cannot find employment and start up their own businesses. Forty-eight City employees took a basic sign language class which is down to eight moving on to an advanced level.

Ms. Majors explained the effort is not about rescuing those with disabilities. It is about investing and removing the physical, cultural, economic, communication, mobility and attitudinal barriers that impede people with disabilities. She thanked the City Manager and City Commission for allowing her to coordinate the effort and work with the public. It is a great experience and she was proud of the City for embracing it. Vice Mayor McCray asked how she was getting the word out to the community and learned some of it is through social media. Every program and opportunity for people to get involved goes out through Ms. Krusell and all regular media channels. The Palm Beach Post will have a story about Shivon Jackson Schmitz, the Silent Painting Instructor. Ashley Walters, WPTV Channel 5, has come and visits, and was also present at the Kinetic Art VIP night. It is important to let people know what is happening. Lastly, if anyone in Chambers has trouble hearing, the City has assisted listening devices with free reusable earbuds. The Recording Secretary will check out the device to the user who

will return it at the end of the night. A flyer in the back of the room alerts attendees the devices are available for any meeting in the Chamber. Commissioner Romelus preferred they be made available for other public events and the budget hearings, which are not held in Chambers.

11. UNFINISHED BUSINESS

A. Consider staffs summary of the subject request and possible amendments to the City's Land Development Regulations, and provide direction to staff relative to the addition of zoning regulations within the LDR Chapter 3, Section 3.D (Zoning Matrix and Notes) that would allow medical offices as accessory uses to a residential development.

Mike Rumpf, Planning Director, explained staff contemplated a possible amendment to the zoning regulations to support a medical clinic accessory within a Planned Unit Development (PUD) or a residential development while preserving the environment in a residential area. Currently such regulations do not exist. An accessory use is defined as incidental to a principal use and must be located on the same premises as the principal use. There are some examples in the regulations, but not a medical clinic within a residential environment. Restrictions staff would consider would be a limitation on the type of district such as only PUD's, requiring conditional use approval to allow for a case-by-case review and greater scrutiny, application of standards in certain developments, if appropriate and be limited to no signage, limited services and types of medications dispensed, hours and size restrictions keeping in scale with a given residential community.

Commissioner Casello asked about schedule two medications and learned they are the treatment medications that may be in substance abuse treatment programs.

Vice Mayor McCray commented there are a lot of assisted living facilities and if they want to have a clinic within that boundary, they can see Planning staff. Mr. Rumpf explained these are possible amendments for the City Commission to consider. He explained some development proposals include a small clinic. He asked about the next step and learned it was to direct staff to put standards in the Ordinance for future consideration.

Motion

Vice Mayor McCray moved to direct staff to do so.

Mayor Grant opposed the item based on any residential district having a pharmacy available and thought by having a medical facility in residential areas, they cannot limit the clinic to certain types of care. His fear is a medical facility conducting drug testing of residents at facilities. He preferred a clinic be in a commercial area and noted there are

plenty of concierge doctors and nurses. Prescriptions are available over the internet. He thought there could be issues moving forward.

Vice Mayor McCray asked if they can have a clinic without the pharmacy. Mr. Rumpf explained it indicates not dispensing. The Land Development Regulations have various sections that would regulate dispensing and there were special regulations for pharmacies which arose from the pill mill issue. Mayor Grant wanted to eliminate any provision for drug testing. Vice Mayor McCray commented the clinic is for seniors. Commissioner Casello did not think it would be just for senior citizens, it could be instituted in any gated community. He thought it was a slippery slope and it would be hard to monitor. He questioned the purpose if they cannot obtain any medication or dispense medication and thought the limitation handcuffed the clinic.

Vice Mayor McCray directed staff to see if there were any facilities in Broward or Dade County doing something similar and bring back a report. There was consensus to do so.

12. NEW BUSINESS

A. Approve the request of Vice Mayor Mack McCray to distribute $500 of his Community Support Funds to Robert E. Wells Day.

(This item was addressed earlier in the meeting.)

B. Approve the request of Mayor Steven B. Grant to distribute $250 of his Community Support Funds to Connect2Greatness, a non-profit organization.

(This item was addressed earlier in the meeting.)

C. Approve the request of Mayor Steven B. Grant to distribute $300 of his Community Support Funds to NAMI of Palm Beach County, a non-profit organization.

(This item was addressed earlier in the meeting.)

D. Appoint the Recreation & Parks Advisory Board to serve as the committee that will review the proposed renaming of Boynton Village Dog Park and allow the opportunity for public input at an upcoming Advisory Board meeting.

Commissioner Casello noted Officer Joe Crowder, a K-9 Officer died. He commented one of his first goals, when elected, was to get a dog park. He noted the developer of Cortina built a small dog park. He reached out to JKN Developers and Mr. John Markey after he consulted with the Police Chief and the Crowder family, to name the park Joe Crowder Park. Mr. Markey supported the idea and was willing to install a bronze bust of a dog and expand the park. He commented it was a win-win for Boynton Beach and it

pays tribute to a great Officer and the K-9 unit dogs. He requested the City Commission approve the name change.

Vice Mayor McCray favored the request, but thought the name should just be changed. Commissioner Casello wanted to go through proper channels. Mayor Grant agreed with the Commissioner Casello, Recreation and Parks should review it.

Motion

Commissioner Romelus moved to approve. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed.

E. Commission discussion of civil citation for small quantity marijuana possession.

Mayor Grant explained County police officers have the discretion to either charge people with a first degree misdemeanor or confiscate small amounts of marijuana and issue a warning, but there is no record of the warning. He noted the City will have body cameras and the incident is videotaped. He wanted the Officer to indicate they are not happy with the person having marijuana. He commented there is no such thing as having a medical marijuana card, so he wanted to have the option of instituting a $100 fine or less or community service at $10 an hour if they cannot pay. He has seen too many video games, movies and music that glorifies marijuana and it was not a positive image to give. Marijuana will be constitutionally legal to have in Florida and he wanted to send a message it is a crime, not to the level of a first degree misdemeanor, but as a municipal infraction.

Commissioner Casello asked Chief Katz if the measure would impede the police. Chief Katz explained because it is a misdemeanor, Officers can decide if they want to charge someone and the body camera video is inconsequential. The Officers charge individuals when it is in their and the community's best interest to charge. They rarely take someone to jail for marijuana under 20 grams. Vice Mayor McCray asked if there was a need to put this in place. Chief Katz responded he has some concerns. While legal in Florida as a medical substance, it is still considered a Schedule 1 federal drug. There are potential challenges and pitfalls regarding a civil citation that constitutes a federal crime and they could potentially risk losing federal grant monies for not adhering to federal law. The Police Department collects about $100,000 a year in grant money and it will take a lot of civil citations to make that up. The Department would not break even and he did not think it was an option they need for the enforcement of the law.

Mayor Grant thought someone who has a small amount should not go away free. He thought a fine was a better lesson not to repeat the infraction.

Commissioner Romelus thought it should be discussed in the future and did not want to jeopardize the grant funds. Mayor Grant commented other municipalities have the provision and they should look to see if they have lost their funding. Chief Katz noted there were changes in the Federal government as with sanctuary cities and the threat to lose federal funding. His concern was the trend. Mayor Grant agreed to discuss the issue in a year or two after the State comes up with legislation regarding medical marijuana.

F. Commission discussion regarding Citizen Oversight Committee

Mayor Grant explained the One Cent Surtax will generate $4 million for the City per year, but requires a Citizen Oversight Committee. There are three options. One is offered by the County, another by the Palm Beach County League of Cities, and the third is a committee the City Commission nominates or the City Manager nominates. The Citizen Oversight Committee is to ensure the City spends the money on the items they submitted. Commissioner Casello favored handling it in house and wanted the City Manager pick a review team consisting of who she thinks is appropriate.

There was consensus the City Manager will pick three individuals to move forward. Ms. LaVerriere explained the Committee will meet once or twice a year. The Ordinance provides for monthly meetings or as deemed necessary to review revenue received for the projects the City Commission approved and their related expenses. The Committee has to provide an annual report and Tim Howard, will be the staff liaison to the committee. The Palm Beach County League of Cities created an Oversight Committee to support small cities and smaller cities will be reviewed by the county-wide committee. They are looking for engineers, those with capital experience and some type of financial background. Vice Mayor McCray noted the Committee can meet more frequently if needed.

Commissioner Romelus explained the City already has a list of capital improvement projects. Ms. LaVerriere explained they will bring forward a more specific list in the next month, but the funds are effectively used for capital improvement. Commissioner Romelus asked if pressing projects could be bumped forward and learned they could. She wanted the Board to be five members and not three. Vice Mayor McCray inquired if the City has received any funds and learned the State will not begin distribution until the end of this month and until a committee is established and seated. Staff will bring a resolution back at the next meeting. Mayor Grant commented many people want to spend the money next year and inquired if they should come to the budget hearings. Ms. LaVerriere also noted the County League of Cities asked if the City Commission was okay with nominating City Engineer, Jeff Livergood, to sit on their County Committee. They wanted a formal nomination.

Motion

Vice Mayor McCray moved to approve. Commissioner Romelus seconded the motion. Mayor Grant opposed out of concern Mr. Livergood would not have enough time for his City duties. Ms. LaVerriere had previously discussed it with Mr. Livergood and it was fine.

Commissioner Romelus asked if some of the funds can go to redevelop Boynton Beach Boulevard and learned they could. Mayor Grant explained when he went to the Cultural Council and Rena Blades, President, indicated 15 percent of the funds could be used for cultural items and business development. It was not just for capital improvements. Ms. LaVerriere commented the County would allocate some funds to the Cultural Council.

13. LEGAL

A. **PROPOSED ORDINANCE NO. 17-004 - SECOND READING** - Approval of ordinance limiting future burials to City residents; and request a motion to approve changes to the Cemetery and Mausoleum Rules and Regulations providing clarity, eliminating unnecessary language and deleting any reference to the Cemetery Board or Board of Governors.

Attorney Cherof read proposed Ordinance 17-004, by title only on second reading.

Motion

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

Mayor Grant opened public audience. No one came forward.

City Clerk Pyle called the roll.

Vote

The vote was 4-0.

Attorney Cherof requested a separate motion to amend the Cemetery Rules and Regulations by bringing it up to date and deleting reference to the Board of Governors and substituting the City Manager.

Motion

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

Vote

The motion unanimously passed.

B. **PROPOSED ORDINANCE NO. 17-006 - FIRST READING** - Approval of Ordinance amending Chapter 26, Water, Sewer and City Utilities, by creating a new section 26-8.2 entitled "Water Service/Annexation Agreements."

Attorney Cherof read proposed Ordinance No 17-006 by title only on first reading. All water service agreements for structures outside the City limits have to come to City Commission for approval. This would streamline the process by having the City Manager or Utilities Director sign the agreement; however, release of an annexation agreement would come before the City Commission.

Motion

Vice Mayor McCray moved to approve.

City Clerk Pyle called the roll.

Vote

The vote was 4-0.

Mayor Grant announced the Sailfish Café is open in the Library. It has great food and is run by the Secret Garden Café. Kids meals are available for $3, with a drink, a side and a dish.

Commissioner Casello requested adding the Town Square bidding process to the next agenda. The top three firms were shortlisted, but he wanted a discussion why not all four be involved. Since it is at no cost to the City, he did not see the need to eliminate anyone from the process. Mayor Grant requested it be put on agenda.

14. FUTURE AGENDA ITEMS

A. Joint City Commission/CRA Workshop for six month update on 2016 strategic plan at the Intracoastal Park Clubhouse (IPC) at 3:30p.m. - March 28, 2017.

B. Monthly Departmental Presentations:

Community Standards - February 21, 2017
Library - March 6, 2017
Communications/Marketing - March 21, 2017

C. Consider adopting a Chronic Nuisance Ordinance - February 2017.

D. Discuss cancelling the July 4th City Commission meeting - April 4, 2017

15. ADJOURNMENT

Motion

Vice Mayor McCray moved to adjourn. Commissioner Casello seconded the motion.

Vote

The motion unanimously passed. The meeting was adjourned at 8:52 p.m.

CITY OF BOYNTON BEACH

_____
Mayor - Steven B. Grant

_____
Vice Mayor - Mack McCray

_____
Commissioner - Justin Katz

_____
Commissioner - Christina Romelus

_____
Commissioner - Joe Casello

ATTEST

_____
Judith A. Pyle, CMC
City Clerk

Catherine Cherry
_____
Catherine Cherry
Minutes Specialist

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

REQUESTED ACTION BY COMMISSION: Award the "Bid for Wastewater Odor Control Chemicals and Services" Bid No. 013-2821-17/JMA, to USP Technologies of Atlanta, GA, as the lowest, most responsive, responsible bidder, for a two year period for the estimated annual expenditure of $215,000.

EXPLANATION OF REQUEST:
BID TERM: APRIL 1, 2017 TO MARCH 31, 2019

The City has been piggybacking a Contract for Sulfide Odor Control between the City of Punta Gorda and Evoqua Water Technologies, Agreement No. 2010107 to provide odor control with the use of hydrogen peroxide. On August 2, 2016, City Commission approved a one-year extension to this Agreement with the same terms, conditions and pricing of $3.56 per gallon through August 21, 2017.

In an effort to secure services specifically directed toward solving the City's wastewater odor control for the Utilities expanding collection system; Procurement Services issued a bid for Wastewater Odor Control Chemicals and Services on December 5, 2016. Procurement Services opened three proposals submitted in response to the bid on January 18, 2017. The recommended vendor, USP Technologies, will provide services as outlined in the bid documents for continuous hydrogen sulfide odor and corrosion control protection of the City's wastewater collection system structures. These structures include force mains, gravity mains, manholes and pumping stations. In addition to providing chemicals for odor and corrosion control, the awarded vendor will be responsible for providing:

- Chemical storage and feed equipment;
- Hydrogen sulfide monitoring services;
- Wastewater analysis;
- Chemical inventory management;
- Chemical feed rate optimization. The vendor shall provide on-going optimization of chemical dosage rates.
- Maintenance of chemical dosing equipment. The vendor will provide weekly inspections of equipment.
- Safety training assistant for City of Boynton Beach Utilities Department personnel. The vendor shall provide yearly safety training for specified City employees at designated times and location.
- Assistance in managing residents' complaints.
- Monthly chemical usage reports.

USP Technologies (US Peroxide) has proposed performing these specified services for weekly monitoring and chemical usage for the daily rate of $583.44, providing a cost savings of over $65,000 per year compared to the second lowest bidder.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The City of Boynton Beach Utilities Department will utilize the hydrogen peroxide by dosing the chemical at various lift stations within the wastewater collection system to control odor and inhibit corrosion in the sanitary sewer collection system. Odor control is an important function of wastewater collection and pumping to minimize adverse environmental issues for customers living or working near the pumping stations.

FISCAL IMPACT: Budgeted
Funds for this expenditure are available in account 401-2816-536-52-35.

ALTERNATIVES:
Continue to piggyback the City of Punta Gorda Agreement for Odor Control.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Memo	Utilities Staff Recommendation
Tab Sheets	Tabulation Sheets
Other	USP Technologies Proposal

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	2/10/2017 - 9:08 AM
Finance	Howard, Tim	Approved	2/10/2017 - 9:09 AM
Legal	Swanson, Lynn	Approved	2/13/2017 - 10:01 AM
City Manager	LaVerriere, Lori	Approved	2/16/2017 - 9:20 AM

Alibrandi, Julianne

From: Paterniti, Joseph Jr.
Sent: Wednesday, February 01, 2017 9:02 AM
To: Alibrandi, Julianne
Subject: RE: Wastewater Odor Control Chemicals and Services

Thank you very much Julianne,

After our review of the submittals, It appears that USP Technologies is the apparent qualified low bidder and will provide the best value to the City.
Please prepare an agenda Item to award the Bid to USP Technologies.

Thank you again for your assistance with this .
Regards, Joe

Joseph Jr. Paterniti, P.E., Operations Field Manager
Boynton Beach Utilities
City of Boynton Beach
124 E. Woolbright Rd. | Boynton Beach, Florida 33435
o: 561-742-6423
PaternitiJ@bbfl.us | www.boynton-beach.org

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America's Gateway to the Gulfstream

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

From: Alibrandi, Julianne
Sent: Thursday, January 19, 2017 5:22 PM
To: Paterniti, Joseph Jr. <PaternitiJ@bbfl.us>
Subject: Wastewater Odor Control Chemicals and Services

Joe,

Attached is the bid tabulation. If Melissa visits Finance tomorrow, I will give her the proposals for your review.

Julie

WASTEWATER ODOR CONTROL CHEMICALS AND SERVICES

BID DUE DATE: JANUARY 18, 2017
BID: DUE TIME: 2:30 P.M.
BID No.: 013-2821-17/JMA

"Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

VENDORS	ECO GLOBAL SALES GROUP, INC. 4582 N. Hiatus Road Sunrise, FL 33351 Tel: (954) 583-0555 E-mail: kevin@eco-tabs.com Contact: Kevin Linn	EVOQUA WATER TECHNOLOGIES LLC 2650 Tallevast Road Sarasota, FL 34243 Tel: (941) 359-7930 Fax: (941) 359-7985 E-mail: municipalservices@evoqua.com Contact: Jennifer R. Miller	USP TECHNOLOGIES 900 Circle 75 Parkway, Suite 1330 Atlanta, GA 30339 Tel: (404) 352-6070 Fax: (404) 352-6077 E-mail: anangano@usptechnologies.com Contact: Andrew Nangano
ORIGINAL AND THREE (3) COPIES SUBMITTED	YES	YES	YES
BIDDER ACKNOWLEDGEMENT SUBMITTED	YES	YES	YES
ACKNOWLEDGEMENT OF ADDENDUM NO. 1 SUBMITTED	NO	YES	NO**
ACKNOWLEDGEMENT OF ADDENDUM NO. 2 SUBMITTED	NO	YES	NO**
CHEMICAL USAGE EVALUATION COSTS:	**$500,000.00**	**Included**	**Includded**
TOTAL BASE BID:	**$500,000.00**	**$762.19 per day (with weekly monitoring)**	**$583.44 per day (with weekly monitoring)**
ALTERNATE BASE BID:		**$569.14 per day (with monthly monitoring)**	
PRODUCT COMPOSITION SHEETS SUBMITTED	NO	YES	YES
PROJECT MANAGER'S EXPERIENCE AND CERTIFICATIONS SUBMITTED	NO	YES	YES
MONITORING PERSONNEL EXPERIENCE AND CERTIFICATIONS SUBMITTED	NO	YES	YES

WASTEWATER ODOR CONTROL CHEMICALS AND SERVICES

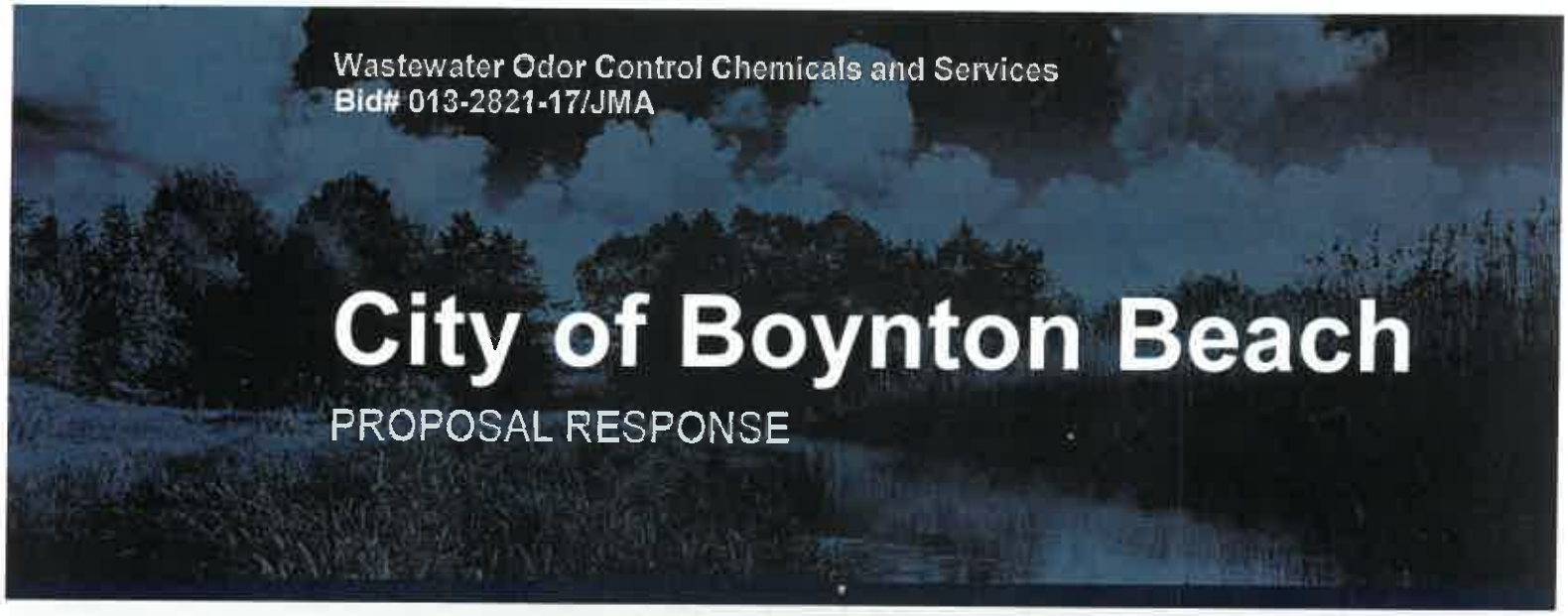
BID DUE DATE: JANUARY 18, 2017
BID: DUE TIME: 2:30 P.M.
BID No.: 013-2821-17/JMA

"Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

VENDORS	**ECO GLOBAL SALES GROUP, INC.** **4582 N. Hiatus Road** **Sunrise, FL 33351** **Tel: (954) 583-0555** **E-mail: kevin@eco-tabs.com** **Contact: Kevin Linn**	**EVOQUA WATER TECHNOLOGIES LLC** **2650 Tallevast Road** **Sarasota, FL 34243** **Tel: (941) 359-7930** **Fax: (941) 359-7985** **E-mail: municipalservices@evoqua.com** **Contact: Jennifer R. Miller**	**USP TECHNOLOGIES** **900 Circle 75 Parkway, Suite 1330** **Atlanta, GA 30339** **Tel: (404) 352-6070** **Fax: (404) 352-6077** **E-mail: anangano@usptechnologies.com** **Contact: Andrew Nangano**
REFERENCES FOR FIVE SIMILAR ODOR CONTROL SYSTEMS SUBMITTED	NO	YES SIX REFERENCES	YES SIX REFERENCES
NON COLLUSION AFFIDAVIT SUBMITTED	YES	YES	YES
ANTI-KICKBACK AFFIDAVIT SUBMITTED	YES	YES	YES
CONFIRMATION OF MINORITY OWNED BUSINESS SUBMITTED	YES/NOT A MINORITY OWNED BUSINESS	YES/NOT A MINORITY OWNED BUSINESS	YES/NOT A MINORITY OWNED BUSINESS
CONFIRMATION OF DRUG FREE WORKPLACE SUBMITTED	YES	YES	YES
PBC INSPECTOR GENERAL ACKNOWLEDGEMENT SUBMITTED	YES	YES	YES
VENDOR PASS REQUEST SUBMITTED	YES	YES	NO
COMMENTS:	Eco-Tabs Wastewater Treatment	Executive Summary; Technology Summary; Organization Chart and Resumes included.	****Addenda Acknowledgement** provided one hour after bid opening due to clerical error. Evaluation and recommendations; Org. Chart and Resumes included.

ORIGINAL

USP technologies™
Solutions for a clean environment



Wastewater Odor Control Chemicals and Services
Bid# 013-2821-17/JMA

City of Boynton Beach

PROPOSAL RESPONSE

January 18, 2016

Contact: Andrew Nangano
Title: Assistant Secretary
Voice: 404-352-6070
Email: anangano@usptechnologies.com

USP Technologies
900 Circle 75 Parkway, Suite 1330, Atlanta, GA 30339
Phone: 404-352-6070
Fax: 404-352-6077

www.usptechnologies.com

USP technologies
Solutions for a clean environment

January 13, 2017

Via: Courier

Julianne Alibrandi, Senior Buyer
Procurement Services
City of Boynton Beach
100 E. Boynton Beach Boulevard
Boynton Beach, FL 33435

RE : Bid# 013-2821-17/JMA, Wastewater Odor Control Chemicals and Services

Dear Ms. Alibrandi,

Attached please find U.S. Peroxide, LLC dba USP Technologies' submittal in response to the above referenced request for bid. We have endeavored to provide a complete submittal in accordance with all bid specifications, including the fully executed bid document along with a USP package that includes all the documents requested within the bid:

- Bidder Acknowledgement
- Bid Proposal
- Affidavits, Confirmations & Acknowledgements
- Evaluation & Recommendations
- About USP Technologies
- References
- Program Team
- Order Placement & Coordination of Service
- Safety & Quality
- Equipment Systems & Monitoring
- Safety Data Sheets

In addition, USP Technologies is capable of providing the City of Boynton Beach with a full-service program that contains 50% standard grade hydrogen peroxide, along with **new** engineered chemical storage and dosing equipment, **new** monitors and the industry's foremost technical applications expertise. Our greatest benefit to the City of Boynton Beach is that USP has significant practical experience with odor & corrosion control programs in major cities throughout the US and Canada. Our seasoned technical team includes personnel who are dedicated to relentlessly managing and optimizing year-round performance and cost effectiveness.

USP Technologies appreciates the opportunity to conduct business with the City of Boynton Beach with respect to submission of this proposal. Should you have any questions concerning our submittal, please contact me directly at 404-352-6070.

Sincerely,

Andrew Nangano
USP Technologies
Assistant Secretary

USP Technologies
900 Circle 75 Parkway NW, Suite 1330, Atlanta, GA 30339
Phone: 404-352-6070 Fax: 404-352-6077

usptechnologies.com
trojantechnologies.com
info@usptechnologies.com

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SECTION A – BIDDER ACKNOWLEDGEMENT

Please see attached executed Bidder Acknowledgement.

BIDDER ACKNOWLEDGEMENT

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

Bid Title: **WASTEWATER ODOR CONTROL CHEMICALS AND SERVICES**

Bid Number: **013-2821-17/JMA**

Bid Received By: **OCTOBER 2016, NO LATER THAN 2:30 P.M. (LOCAL TIME)**

Bids will be opened in Procurement Services unless specified otherwise. Bid receiving date and time is scheduled for: **OCTOBER 2016, no later than 2:30 P.M. (local time)** and may not be withdrawn within ninety (90) days after such date and time.

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

Name of Vendor: U.S. Peroxide, LLC dba USP Technologies

Federal I.D. Number: 87-0715830

A Corporation of the State of: Delaware

Area Code: 404 Telephone Number: 352-6070

Area Code: 404 FAX Number: 352-6077

Mailing Address: 900 Circle 75 Parkway, Suite 1330

City/State/Zip: Atlanta, GA 30339

Vendor Mailing Date: 1/13/2017

E-Mail Address: anangano@usptechnologies.com

Authorized Signature

Andrew Nangano, Asst. Secretary
Name Typed

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE
Bid No. 013-2821-17/JMA

SECTION B – BID PROPOSAL

Please see attached executed Bid Proposal.

BID PROPOSAL FOR
WASTEWATER ODOR CONTROL CHEMICALS AND SERVICES

BID No.: 013-2821-17/JMA

The undersigned declares that he has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of requested product.

The undersigned proposes to deliver the product in accordance with the specifications for a Two (2) Year period for the price as outlined below. ALL PRICES F.O.B. BOYNTON BEACH:

LIFT STATION NO. (Dosing Points)	LOCATION	AVERAGE H_2O_2 FEED RATE (GPD)	UNIT* PRICE PER GALLON	TOTAL DAILY COST
315	Ne 26TH Ave. and NE 4th Street	12	$ 4.08	$ 48.96
316	4901 Golf Road	12	$ 4.08	$ 48.96
610	1520 Neptune Drive	9	$ 4.08	$ 36.72
712	801 N. Congress Ave.	49	$ 4.08	$199.92
801	10626 Lawrence Rd. and Boynton Beach Blvd.	22	$ 4.08	$ 89.76
919	8200 Sun Up Trail	15	$ 4.08	$ 61.20
920	7230 Lawrence Road	15	$ 4.08	$ 61.20
927	12120 Lavita Way	9	$ 4.08	$ 36.72
	TOTAL	143	$ 4.08	$583.44

CHEMICAL USAGE EVALUATION COSTS $ Included

TOTAL BASE BID *(TOTAL DAILY COST PLUS CHEMICAL USAGE COSTS)*: **$** 583.44

*Unit price per gallon shall include cost for all project scope items listed in this Request for Bid. If any scope item (Equipment, etc.)is not listed in the above tabulation, the cost of item(s) not listed shall be included in the unit cost of the listed item(s).

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE
Bid No. 013-2821-17/JMA

It is further agreed that the product will be delivered to each equipped facility within **45** calendar days from the date of the purchase order from the City.

The bid proposal should include but is not limited to the following:

1. Product composition sheets submitted; Yes (Yes/No)
2. Project Manager's experience/certifications; Yes (Yes/No)
3. Monitoring personnel experience/certifications; Yes (Yes/No)
4. References submitted for (5) similar odor control systems in the Southeast where your company has performed work over the past (5) years. Yes (Yes/No)

U.S. Peroxide, LLC dba USP Technologies
COMPANY NAME

SIGNATURE

Andrew Nangano
PRINTED NAME

(404) 352-6070
TELEPHONE NUMBER

Assistant Secretary
TITLE

anangano@usptechnologies.com
EMAIL ADDRESS

(404) 352-6077
FAX NUMBER

1/13/17
DATE

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE
Bid No. 013-2821-17/JMA

SECTION C – AFFIDAVITS, CONFIRMATIONS & ACKNOWLEDGEMENTS

Please see attached executed documents:

- Non Collusion Affidavit of Prime Bidder
- Anti-Kickback Affidavit
- Confirmation of Minority Owned Business
- Confirmation of Drug-Free Workplace
- Palm Beach County Inspector General Acknowledgment

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Georgia)

County of COBB)

Andrew Nangano, being first duly sworn, deposes and says that:

1) He is Assistant Secretary (Title) of U.S. Peroxide, LLC dba USP Technologies (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)

(Title) Assistant Secretary

Subscribed and sworn to before me

This 13th day of JAN, 20 17

My commission expires MARCH 22, 2020

MICHAEL J ENGRAM NOTARY PUBLIC MY COMMISSION EXPIRES MARCH 22, 2020 COBB COUNTY, GEORGIA

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE
Bid No. 013-2821-17/JMA

ANTI-KICKBACK AFFIDAVIT

STATE OF ~~FLORIDA~~) GEORGIA
: SS
COUNTY OF ~~PALM BEACH)~~

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

By: _____
NAME - SIGNATURE

Sworn and subscribed before me
this 13th day of January ,20 17

Printed Information:

Andrew Nangano
NAME

Assistant Secretary
TITLE

U.S. Peroxide, LLC dba USP Technologies
COMPANY

Michael J Engram
NOTARY PUBLIC, State of ~~Florida~~ Georgia
at Large

MICHAEL J ENGRAM
MY COMMISSION EXPIRES
NOTARY
PUBLIC
MARCH 23 2020
COBB COUNTY, GEORGIA

"OFFICIAL NOTARY SEAL" STAMP

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE
Bid No. 013-2821-17/JMA

CONFIRMATION OF MINORITY OWNED BUSINESS

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

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

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

( ) AMERICAN INDIAN

( ) ASIAN

( ) BLACK

( ) HISPANIC

( ) WOMEN

( ) OTHER _____ (specify)

(X) NOT APPLICABLE

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

YES _____ NO X

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

_____

Issuing Organization for Certification

_____

Date of Certification

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE
Bid No. 013-2821-17/JMA

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
Bid No. 013-2821-17/JMA

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.

U.S. Peroxide, LLC dba USP Technologies
CONTRACTOR NAME

By _____
Andrew Nangano

Title: Assistant Secretary

Date: 1/13/17

THIS PAGE TO BE SUBMITTED FOR BID PACKAGE
TO BECONSIDERED COMPLETE AND ACCEPTABLE
Bid No. 013-2821-17/JMA

SECTION D – EVALUATION & RECOMMENDATIONS

USP TECHNOLOGIES (USP) appreciates the opportunity to formulate an odor and corrosion control program that addresses the needs of the City of Boynton Beach, focusing on providing an efficient, effective plan that utilizes the latest technologies and experience of USP personnel.

Since the inception of hydrogen peroxide use for the control of hydrogen sulfide in the 1990's, Boynton Beach has experienced growth and enhanced its program by installing vapor-phase systems at many of the control points. USP strongly recommends evaluation of all of the systems to: (1) ensure that chemical treatment is warranted, (2) determine if the vapor-phase systems alone can handle the H_2S issues, and, (3) establish a plan to eliminate any occasional odor complaint areas with more efficient treatment.

USP has conducted extensive information gathering over the past several years to be in a position to make recommendations that will enhance the outdated current program and introduce new, innovative ideas. With limited untreated sulfide data available, USP has made some assumptions for its recommended program, and have summarized each presently treated system and included anticipated dose rates to efficiently treat each one based on recent monthly reports from the present vendor. USP, however, does not automatically assume that all of the presently treated areas need treatment and wishes to take a calculated, data-driven and holistic approach to determine the best approach for the City from Day One.

Therefore, upon successful award of the present bid, USP has formulated a Six Point Plan for evaluation of the present program and implementation of the USP program. This will allow for subsequent possible changes for successful and efficient treatment of the Boynton Beach Collection System. This plan includes the following elements:

USP SIX POINT PLAN

1. Meet with City personnel immediately following the award and discuss each treated system so everyone has a clear understanding of why it is being treated, degree of success or failure of the present technology and the role of the biofilters at many of the sites. It is suggested concise H_2S targets be established for each to ensure adherence to the goals and objectives of the City.

2. Temporarily shut down each present system (as the systems become empty through the transition and with the authorization of the City) for an adequate period of time to determine (a) if the present treatment is necessary, (b) if an alternate treatment may more efficient, and (c) what level of treatment is required to adhere to the City's sulfide level limits. USP realizes not all systems can be shut off and will make determinations of those systems via other means.

3. Determine the most efficient hour-by-hour chemical feed profiles as determined by the established diurnal flow patterns and untreated sulfide levels in each system. This technology has not been utilized system-wide in the Boynton Beach system before, and it will provide efficient treatment of the systems by minimizing chemical in low flow periods and providing enough chemical in high flow periods to eliminate H_2S peaks. Aqueous sulfide sampling will be performed as well as atmospheric H_2S levels continuously monitored (with the use of OdaLog instruments) during this period.

4. Once the collection systems and control points are evaluated and the proper technology is implemented, USP will monitor all of the control points, including at least two (2) weeks of Odalog graphs at each site, along with aqueous sulfide monitoring.

5. USP will work closely with the City to address any resident odor complaints during the transition process, and will speak directly with citizens if the City deems it necessary.

6. A comprehensive monthly report will be provided to the City detailing USP activities, program expenditures, sulfide data from each control point and other notes and recommendations. USP does not merely collect data each month and send it to the customer to fulfill contract obligations. A dialog will be established to ensure the goals and objectives are being met or exceeded, any problems are being solved and the City is satisfied with USP's performance.

This Six Point Plan is consistent with USP's Quality Management System, emphasizing continuous improvement as our standard. While the Boynton Beach collection system is similar to many other Florida systems, it provides unique challenges that USP's experienced team is ready to address.

Beginning on the following page, summaries of each currently treated system in Boynton Beach are presented. along with recommendations suggested by USP.

CONTROL POINT #1: LS611 SYSTEM

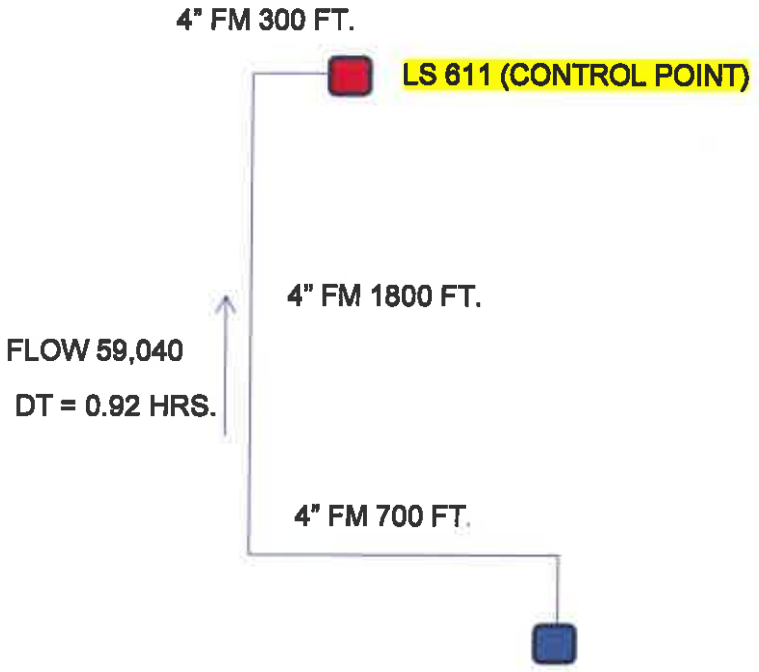
This system is located off Congress Boulevard in southern Boynton Beach. Lift Station 611 is in an industrial area on SW 30th Avenue, and is treated with hydrogen peroxide at Lift Station 610. It is a simple force main system, station to station, with no significant manifolds. The latest information (2014) shows a peroxide usage rate of 9 GPD. Treated liquid sulfides ranged from 0.1 to 0.5 during the short survey performed by USP the week of 11/9/15.

LS 611 is located in a parking lot of the industrial area, and is very visible and odors are present without treatment.

Recommended chemical: **Hydrogen peroxide at LS 610**

Recommended dose rate: **9 GPD with treatment profiles based on diurnal flows and OdaLog graph historic results**

System Schematic



CONTROL POINT #2: LS923 SYSTEM

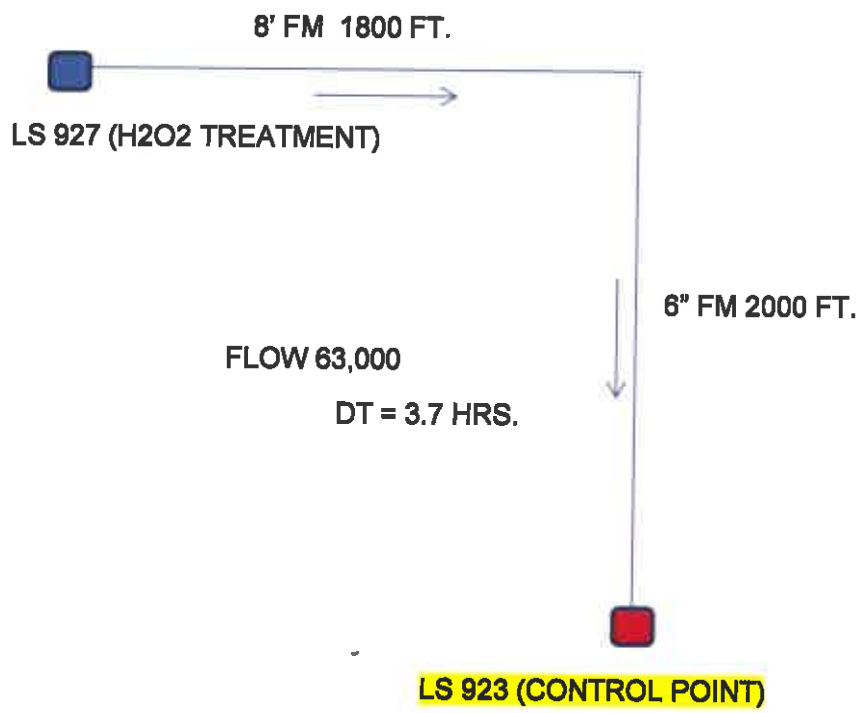
Lift Station 923 is located off Military Trail in southwest Boynton Beach. This system is presently being treated with peroxide at LS 927 which is located in the upscale Tuscany Bay community. The peroxide system present is running at a constant rate 24 hours a day. The flow is sent to LS 923 which is located in an industrial area. There are no manifold stations in this system.

Sampling of the flow into LS 923 reveals minimal H_2S, both in treated aqueous testing (0.1 mg/L). Little has happened in terms of growth in this area in the past 8 years, and this is more of a nuisance odor to address, not a major sulfide problem.

Recommended chemical: **Hydrogen peroxide**

Recommended dose rate: **10 GPD with treatment profiles based on diurnal flows and OdaLog graph historic results**

System Schematic: Control Point LS923



CONTROL POINTS #3 & #4: LS319 & LS317 COLLECTION SYSTEMS

Lift Station 319 is located on the southeast corner of Miner Road and Lawrence Road. It receives force main flows from LS 919 to the west and LS 920 to the north (among others) that manifold and combine along with local gravity flows at the intersection of Miner and Lawrence. This flow enters the station via a manhole from the south of the building with very little turbulence created. There is an Evoqua biofilter at the site.

The current peroxide dose rates have been established at a total of approximately 30 gallons per day at LS 919 and LS 920 (15 each). The peroxide systems are running at a constant rate 24 hours a day.

LS 919 is the origination point of an 8" force main system with only one small station (LS 926) downstream. LS 920 is located on Lawrence Road to the north of LS 319, and peroxide is injected into the force main that originates north of Hypoluxo Road and receives flow from several other nearby stations. Additional flow from west Hypoluxo Road has been added recently and more flow is anticipated in the future.

According to 2016 data supplied by the City, under the present dosing scenario aqueous sulfides are consistently at 0.5 mg/L or less, with an average of 0.3 mg/L at the LS 319 Influent Manhole. H_2S levels average 1 PPM. With these low sulfide levels, in also in light of the fact that there is a biofilter on site, it can be assumed the dosing scenario might be significantly changed.

Recommended chemical: Hydrogen peroxide at LS 919 and LS 920

Recommended dose rate: 15 GPD at each site with treatment profiles based on diurnal flows and OdaLog graph historic results

Lift Station 317 is located near the northwest corner of Boynton Beach Boulevard and Congress Avenue next to the Burger King. According to the maps provided, it receives flow from a 16/24" force main from the north and local gravity flows from the east and west. The 16" line dumps into a junction box on the east side of the building. It is treated with hydrogen peroxide at LS 712 in front of the Boynton Beach Mall. The untreated gravity flow discharges into a manhole in front of the station near the road and then combines with the 24" flow in the junction box. There is a biofilter located at the station.

The current dose rate has been established at 50 gallons per day at LS 712 according to information provided by the City. Data collected by USP at the force main terminus located in a junction box next to the station showed aqueous sulfides ranging from 1.5 to 2.5 mg/L.

Turbulence plays a major role in the release of H_2S at the station, and it precipitates the need to reduce aqueous sulfide to relatively low levels.

This site is a challenge for treatment chemically as the force main terminus is located just outside the station, turbulence created as the force main discharges is excessive and businesses surround the station on all sides.

The schematic on the next page shows the complexity of the collection system feeding Lift Station 317. In the upper left corner of the map is LS 319, the beginning of the system that contributes 60% of the flow to LS 317. Downstream, there are multiple manifolds prior to peroxide feed again at LS712, 3600 feet upstream of the LS 317 odor control point. These stations likely do not contribute much sulfide to the system as they collect only local gravity flows and are located relatively close to the 12"/16" force main.

The treated flow from the force main discharges into a junction box next to the building, and excessive turbulence is created as it enters the structure, generating extreme levels of H_2S, both in the junction box and the station wetwell.

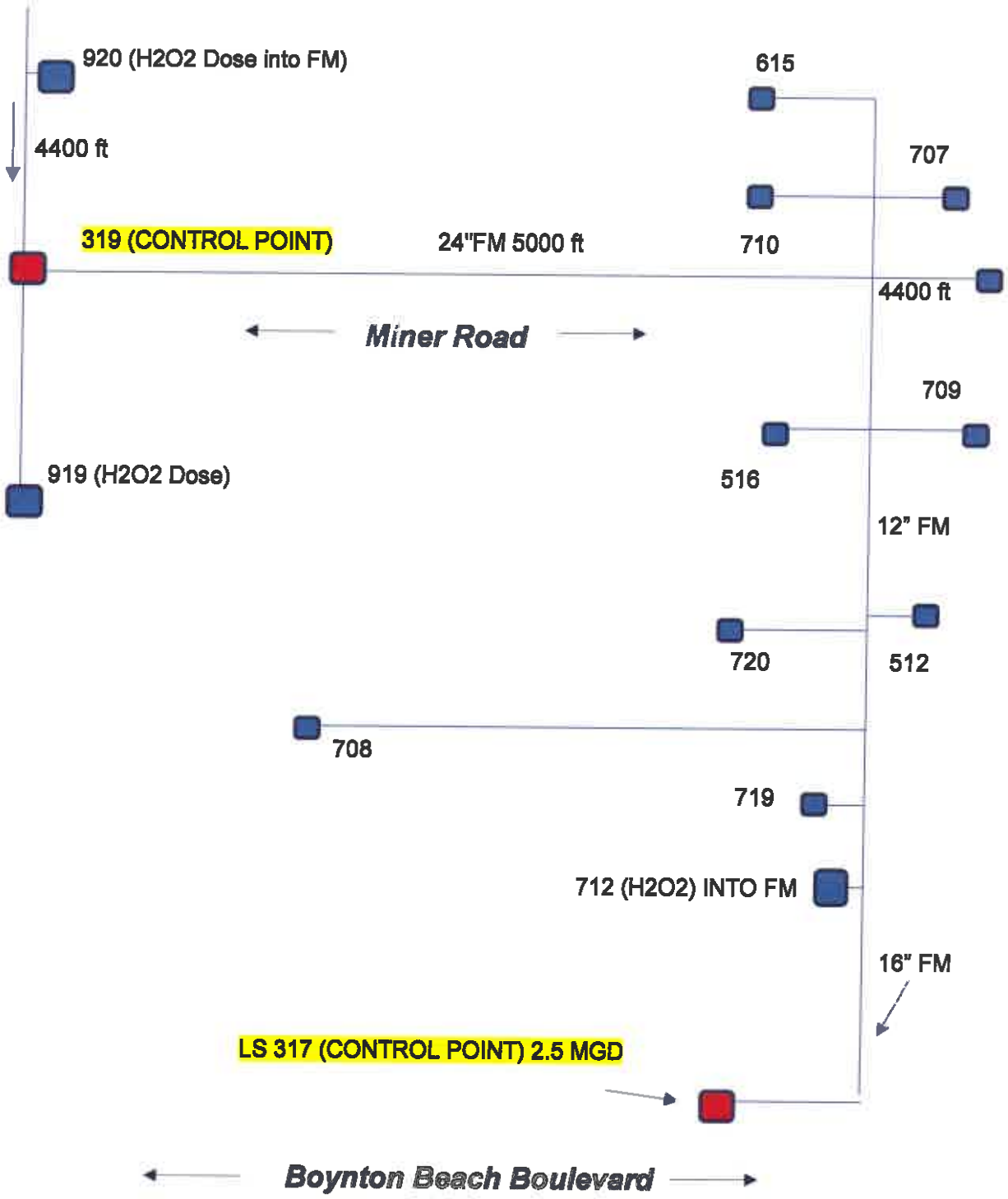
It is USP's opinion that chemical treatment of this system will require treatment that reduces aqueous sulfide to very low levels, <0.5 mg/L or below at all times. This will effectively reduce airborne H_2S significantly, reduce loading on the biofilter and greatly minimize the possibility of odor complaints from area residents.

The dose rate "profile" feature included in USP equipment will ensure efficient treatment of this system, with hour-by-hour dose based on diurnal flow patterns and future OdaLog sessions captured by USP.

Recommended chemical: Hydrogen peroxide at LS 712

Recommended dose rates: 50 GPD at LS 712, with treatment profiles based on diurnal flows and OdaLog graph historic results. Additional upstream treatment should be considered if the City deems it necessary.

System Schematic: Present Treatment & Control Points LS319 & LS317

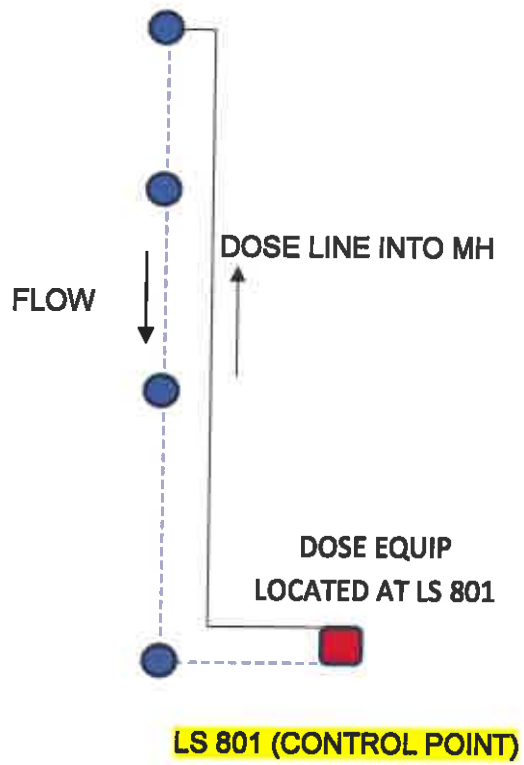


CONTROL POINT #5: LS 801 SYSTEM

Lift Station 801 is located on the northwest corner of Lawrence Road and Boynton Beach Boulevard. According to the maps provided, it receives flows from several force mains that transition to gravity systems from relatively local stations to the west, north and south. A hydrogen peroxide feed system is present at the site, and chemical is injected approximately 500 feet upstream of the station into a gravity line from the west. It is fed into a manhole downstream of the terminus of a 10" force main. The current dose rate has been established at 19 gallons per day, according to the most recent monthly report. There is a Biofilter unit present at the site. The peroxide system present is running at the same rate 24 hours a day.

Recommended chemical: Hydrogen peroxide at LS 801
Recommended dose rate: 15 GPD with treatment profiles based on diurnal flows and OdaLog graph historic results.

System Schematic: Control Point LS 801



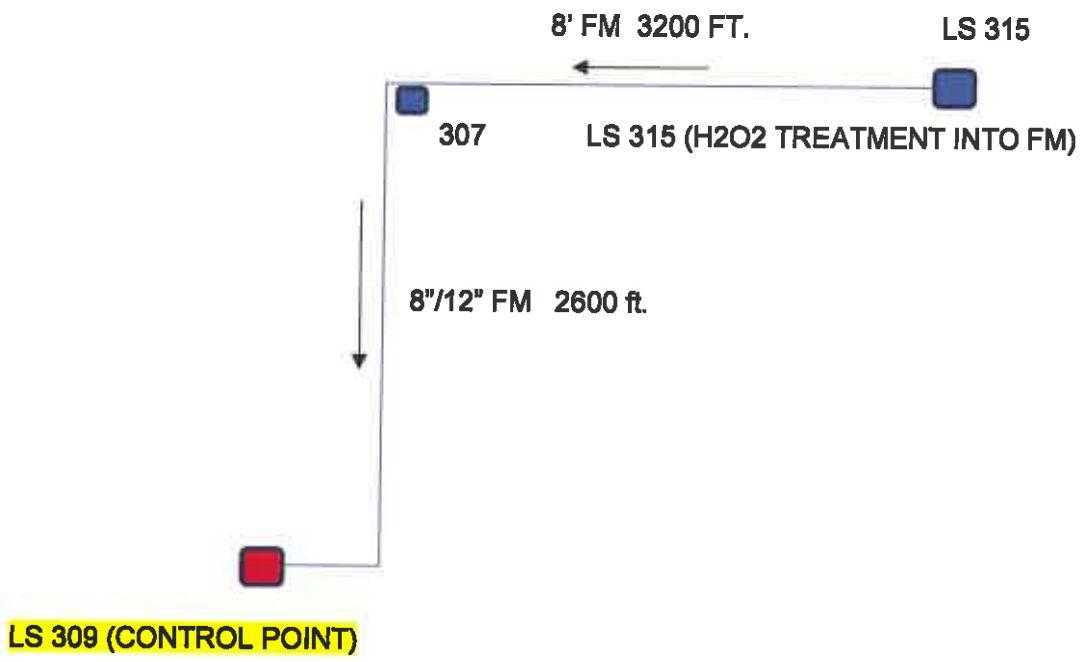
CONTROL POINT #6: LS 309 SYSTEM

Lift Station 309 is located on Seacrest Boulevard. It receives flow from a 12" force main that includes many manifold stations to the east and north, and a large gravity flow. The current hydrogen peroxide dose rate has been established at 12 gallons per day (no profile capabilities) at LS 315, treating a force main that includes flows from many stations along US 1. Downstream stations, mainly along Seacrest to the north, are not treated.

It is in question, given the high LS 309 overall flow and the present dose rate of 12 GPD, that hydrogen peroxide is providing significant H_2S reduction at the station. This is a prime candidate for system evaluation upon award of the contract to any vendor.

Recommended chemical: Hydrogen peroxide at LS 315
Recommended dose rate: 12 GPD

System Schematic: Control Point LS 309



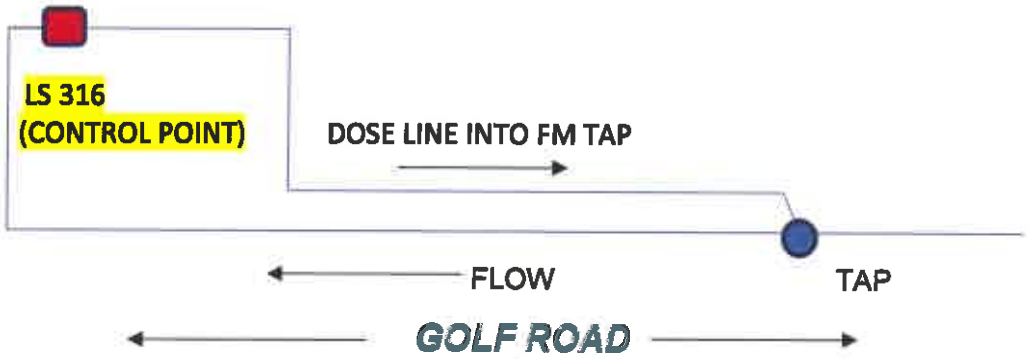
SYSTEM #7: LS 316 SYSTEM

Lift Station 316 is located on the northeast corner of Golf Road and Military Trail. According to the maps provided, it receives flow from a gravity line from the west and a force main from the east. A hydrogen peroxide feed system is present at the site, and chemical is injected approximately 500 feet upstream of the station into the force main. The current dose rate has been established at 11 gallons per day with no dose profile capabilities.

Recommended chemical: Hydrogen peroxide at LS 316
Recommended dose rate: 9 GPD with treatment profiles based on diurnal flows and OdaLog graph historic results.

System Schematic: Control Point LS 316

LS 316 (DOSE EQUIP LOCATED AT STA.)



Proposal Summary

USP Technologies will implement a full-service odor control program for the City of Boynton Beach as detailed in the City's specifications and beyond. USP will use the continuous optimization and program management approach that differentiates us from other companies. Based on the stated needs and objectives of the City, USP will focus on providing the optimal level of sulfide control possible given the budgetary and dosing-site limitations.

Immediately upon receiving the award of the bid, USP will conduct a thorough analysis of the collection system (as detailed in the Six Point Plan) relevant to the City's stated control points and develop a sulfide control plan specifically targeted at providing the best results possible at the lowest cost.

As part of USP's full-service program, all labor associated with service, maintenance, testing and optimization will be included in the per gallon unit price of the chemical delivered. USP will conduct ongoing monitoring and sampling in the collection system to ensure that the City's objectives are met.

Per the bid specifications, USP will deploy Odalogs™ for use within the collection system.. USP will also provide a customized website that will archive pertinent control parameters such as tank levels, feed rates and historic data. USP will provide a Chemwatch™ ACS unit for control and remote monitoring of the chemical feed system, and USP's expertise and ability to customize this control unit will enhance the value of the program delivered to the City.

As USP develops a deeper understanding of the Boynton Beach collection system, our technical team will share recommendations and pertinent learnings with the City with the goal of providing the best value possible to the City. If USP determines that different dosing sites, alternate chemistries and/or new or existing technologies would offer the City greater value, then we will share memos or present reports detailing our findings. USP strives to build lasting collaborative relationships with our customers, with our personnel becoming deeply engrained in the day to day operations of successful odor control programs.

SECTION E – ABOUT USP TECHNOLOGIES

USP Technologies (USP) is a Limited Liability Company registered under the name U.S. Peroxide, LLC, with its headquarters located in Atlanta, GA. USP is a part of the Trojan Technologies group, which consists of six businesses including leading global providers of UV disinfection systems for municipal, industrial and residential water and wastewater treatment applications, specialized filtration equipment and ballast water treatment systems. Trojan Technologies itself is a subsidiary of Danaher Corporation, which has revenues of >$16B and consists of three main business platforms, Environmental, Life Sciences and Dental applications and is listed on the NYSE under DHR.

USP focuses on peroxygen-based technologies and full-service chemical programs, specifically for the treatment of water, wastewater, soil, and air. Over the past 20 years, USP has emerged as the industry leader in providing performance-driven, full-service odor and corrosion control, solids processing, nutrient removal and disinfection programs for customers across the US and Canada. In total, we presently manage over 350 chemical applications that treat close to 1.0 BGD.

USP specializes in combining our cost effective H_2O_2 based technologies with other, complementary technologies, and integrating them into comprehensive programs using a tested and refined operations management approach. These programs range from the supply of basic H_2O_2 services, to managing our proprietary PRI-SC® technology for large collection systems, to the provision of iron salts, peracetic acid, nitrate salts and biofilm removal services. We welcome you to browse our website, http://www.usptechnologies.com, which provides a comprehensive technical resource library on hydrogen peroxide and peroxygen technologies, full-service chemical programs and complete environmental treatment solutions.

USP has successfully delivered medium to large scale and single to multi-technology based programs to municipalities throughout the country, including other customers such as San Antonio Water System; City of Glendale, AZ; City of Springfield, MO; JEA (Jacksonville, FL); City of San Diego, CA; City of Phoenix, AZ; City of Orlando, FL and City of Yuma, AZ.

Additionally, USP maintains a highly qualified and experienced team of individuals dedicated to the safe, reliable and cost effective operation and management of hydrogen peroxide programs, which includes the industry's foremost technical applications expertise and equipment system engineering knowledge base. Technical applications assistance also includes engineering recommendations and current site review for responsible care and safety.

USP can provide the City of Boynton Beach with the highest degree of experience, technology and operations capability available in the industry for delivering a reliable and cost effective supply of hydrogen peroxide chemistries, engineered equipment storage and dosing systems and applications assistance. Backed by the full commitment and financial resources of our company, all programs will be managed with a high level of transparency and all the resources necessary to ensure complete satisfaction.

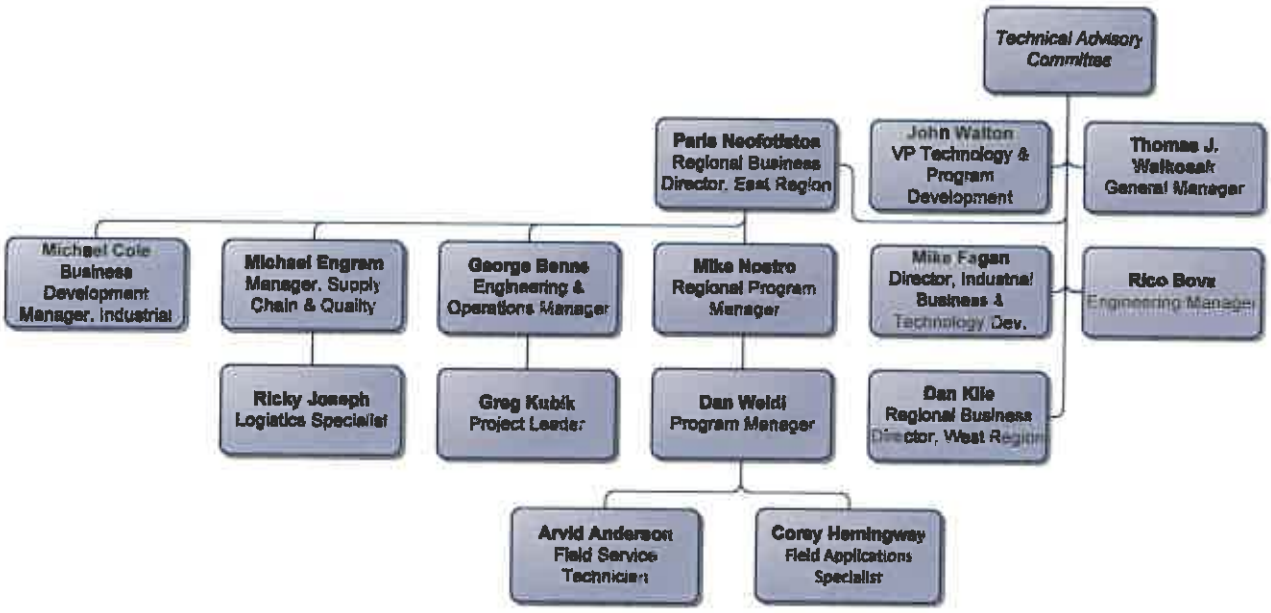
SECTION F – REFERENCES

The following presents a select list of southeastern references that demonstrate USP's ability to deliver successful municipal treatment programs, on schedule and within specifications. All references have been operating over 5 years and the programs are >$250,000/annual spend.

CUSTOMER	CONTACT	PROGRAM SCOPE
JEA Jacksonville, FL	Ryan R. Popko, PE 4215 Talleyrand Avenue Jacksonville, FL 32206 PH: 904-665-8516 popkrr@jea.com	Full-service 50% hydrogen peroxide & iron odor & corrosion (H2S) control program at 25+ sites across Jacksonville. Also includes equipment & services. Ongoing program since 2007.
Miami-Dade, FL	Jerry Caracappa Chief Plant Operator 2575 NE 156th St. Miami, FL 33160 PH: 786-268-5966 gcarac@miamidade.gov	Full-service 50% hydrogen peroxide for H2S odor and corrosion control. Also includes equipment & services. Ongoing program since 2010.
City of Baton Rouge, LA	Debbie Kimball PO Box 1471 Baton Rouge, LA 70802 PH: 225-389-3259 x314 dkimball@brgov.com	Full-service 50% hydrogen peroxide program for corrosion and odor control. Also includes equipment & services. Ongoing program since 2011.
City of Orlando, FL	Charles Shultz, PE Wastewater Assistant Division Manager 5100 L.B. McLeod Road Orlando, FL 32811 PH: 407-246-2658 Charles.shultz@cityoforlando.net	Full-service hydrogen peroxide and iron program for hydrogen sulfide control in the collection system. Also includes equipment and services. Ongoing program since 2000.
San Antonio Water & Sewer, TX	Tim Howe 3495 Valley Road San Antonio, TX 78221 PH: 210-233-3578 timothy.howe@saws.org	Full-service 50% hydrogen peroxide program for sludge odor control. Also includes equipment & services. Ongoing program since 2000.
City of Springfield, MO	Brian Wirth Plant Superintendent Southwest WWTP 3301 S. FF Highway Springfield, MO 65807 PH: 417-891-1600 x121 bwirth@springfieldmo.gov	Full-service PRI-SC® and hydrogen peroxide program including the supply of ferrous chloride, hydrogen peroxide, equipment, and services. Ongoing program since 2006.

SECTION G – PROGRAM TEAM

In support of our full-service programs, USP Technologies is committed to providing a highly qualified and experienced team of individuals with a proven track record of success in working together at programs of similar size and scope. Our team is also dedicated to the safe, reliable and cost effective operation and management of the program to meet the stated specifications and performance objectives. This leaves the City of Boynton Beach personnel with virtually no time needed to support this program. Key member positions are outlined in the organizational chart below, followed with details on their respective roles. Resumes for select personnel follow.



TITLE	ROLE
Program Manager	• Primary customer reporting responsibility and overall program management during ongoing operations • Oversee and direct the execution of all application and technical needs • Oversee and monitor program performance and compliance (QA/QC auditing) • Advise alternative solutions to existing problems, incl. troubleshooting applications
Field Applications Specialist	• Assist the Program Manger in managing day-to-day operations and data analysis • Perform aqueous sampling & data gathering • Periodic system maintenance during or in addition to routine site inspections • Monitor equipment performance & troubleshoot existing system functions • Maintains site cleanliness/safety & emergency response
Field Service Technician	• Periodic system maintenance during or in addition to routine site inspections • Executes preventative maintenance on equipment. • Monitors and documents equipment performance and facility information. • Troubleshoots existing system functions • Maintains site cleanliness/safety and emergency response

TITLE	ROLE
Technical Sales Manager	• Manage all commercial issues during initial program implementation • Make technical application recommendations • Oversee full service program and coordinate commercial portion during initial program implementation • Resource for additional treatment needs
Engineering & Operations Manager	• Lead for execution of equipment submittals, fabrication, installation, plant integration and start-up • Supports the execution of program operations, service and technical needs relative to program requirements • Coordinates troubleshooting related to equipment / telemetry systems • Supports/advises field & equipment service technicians • Oversees safety training and program compliance • Provides support on regulatory issues or interpretations
Project Leader	• Project coordination • System pre-installation inspection • Lead system installation team on site & equipment start-up
Logistics Specialist	• Provides regular and frequent interface with chemical supplier – partners to ensure reliable chemical inventory • Daily inventory monitoring and delivery scheduling • Monitor systems and provide advance notification of out of spec situations • Communicate delivery variances in schedule
Manager, Supply Chain & Quality	• Monitors and manages USP distribution fleet service and terminal performance • Manages ChemWatch Control Center employees and supports logistics activities • Primary resource for invoicing and chemical delivery reconciliation • Integrates program with commercial objectives and customer invoicing
Engineering & HSE Manager	• Oversees safe system implementation & commissioning • Site safety analysis • Manager & administrator of USP's Health, Safety & Environmental program • System design, compliance & security issues management • Manages USP fabrication facility in Grand Island, NY
Regional Program Manager VP of Technology & Program Dev. Regional Business Director(s) Director, Industrial Bus. & Tech. Dev. General Manager	***Technical Advisory Committee*** • Ensure the corporate level commitment of resources required to successfully operate the program, meet contractual obligations, and satisfy customer needs • Provide high level program and project management and oversight • Provide commercial support and response to account and contractual issues • Ensure technology selection is optimized and current • Provide oversight and regular review of treatment and operational performance and compliance goals

MIKE NOSTRO - REGIONAL PROGRAM MANAGER – SOUTHEAST REGION

Mr. Nostro is a key member of the Technical Management Team that oversees the application of technology and overall compliance of the City of Boynton Beach program. He is part of the team that will regularly review treatment performance at the City of Boynton Beach and provide guidance on optimization efforts and/or new applications/treatment alternatives that arise over the program life.

Mr. Nostro has over 30 years of experience in the municipal wastewater treatment industry with an emphasis on odor and corrosion control technologies. He has worked with more than 100 municipalities across the US to implement viable odor and corrosion control strategies. Mr. Nostro joined USP Technologies in 2008. Prior to working with USP, he worked in business development and solution implementation capacities for Peroxidation Systems, Vulcan Chemicals, Altivia Corporation and Siemens Water Technologies. Mr. Nostro's vast experience will be instrumental in overseeing the City of Boynton Beach's program to deliver on the savings and performance levels we have outlined in our proposal. Mr. Nostro has an Associate's Degree in Science and is located in Grand Island, FL.

DAN WEIDL - PROGRAM MANAGER

Mr. Weidl would be the Program Manager for the City of Boynton Beach's odor and corrosion control program. In this role, he manages all aspects of the program and is the primary point of contact for City of Boynton Beach personnel on all issues. He manages the field personnel and ensures overall compliance of the City of Boynton Beach program. He will regularly review treatment performance with City of Boynton Beach personnel and provide recommendations on optimization and/or new applications/treatment alternatives that arise over the program life.

Mr. Weidl has over 29 years of experience in the municipal wastewater treatment industry with an emphasis on oxidation chemistries and odor and corrosion control technologies for application in municipal wastewater collection systems and bio-solids dewatering. Mr. Weidl also joined USP Technologies in 2008. Prior to working with USP, he worked in business development and service capacities for Peroxidation Systems, Vulcan Chemicals, Altivia Corporation and Siemens Water Technologies. Mr. Weidl's vast experience will be instrumental in optimizing the City of Boynton Beach's program to deliver on the savings and performance levels we believe our program can achieve. Mr. Weidl is located in Heathrow, FL.

ARVID ANDERSON - FIELD SERVICE TECHNICIAN

Mr. Anderson has primary responsibility for field service and maintenance of all chemical dosing modules. He works closely with Mr. Benns and Mr. Weidl to ensure preventive maintenance and inspection programs are completed and regular maintenance items are addressed in a timely manner. He will also coordinate directly with the City of Boynton Beach employees for

site related access and activities. Mr. Anderson will ensure that all service activities and materials used are in accordance with USP and City of Boynton Beach standards and procedures.

Mr. Anderson has ten years of experience in the wastewater and remediation fields. Mr. Anderson has worked with USP Technologies since 2010, starting as a Lab Support Technician and then being hired full-time in 2014. He has significant field service experience as he is responsible for all the maintenance and equipment systems for all of our Southeast Region accounts. He has proved to be a valuable team member to assure sites operate to specifications and with minimal downtime. Prior to working with USP, he worked at Apex on a groundwater remediation (lead and arsenic) project, helping to bring the site to a close. Mr. Anderson has a Bachelor's degree in Science from Thomas University and resides in Jacksonville, FL.

RICKY JOSEPH - LOGISTICS SPECIALIST

Mr. Joseph oversees the inventory management for City of Boynton Beach. He will utilize the telemetry systems to track the usage at the various tank systems to make sure product is ordered in a timely manner. Using this system, we will be able to avoid any lapse in product supply, thus assuring a reliable process for the City of Boynton Beach. This also frees up time and resources for the City of Boynton Beach in that their personnel don't have to track and order product as they can be assured they will always have supply in their tanks when necessary.

Mr. Joseph joined USP in 2012. He has been involved with logistics, customer service, supply chain management, software development and upgrades, reporting, and troubleshooting. His years of experience working with many different customers, suppliers, and carriers make him a valuable asset for quickly and efficiently handling all aspects of inventory issues that can arise. His experience also provides a trained eye to spot potential dosage problems early and report to responsible account managers so they can inform our customers of any issues as soon as possible.

Mr. Joseph received his Bachelors in Education from the University of North Carolina. He spent the first years of his career in Telecommunications, with a focus on supply chain management, technical, and customer support. He subsequently became a Program Manager for Duke Energy, with the charge of managing over 100 facilities across North and South Carolina, working with employees and management on a variety of projects, including operating systems training, logistics training, OSHA compliance management, and the Environmental Health and Safety program. Mr. Joseph is located at our Corporate Headquarters in Atlanta, GA.

SECTION H – ORDER PLACEMENT & COORDINATION OF SERVICE

We have sought to make the order placement & coordination of service process as simple as possible. To place a chemical order, please send the preferred order date and order volume to uspdelivery@usptechnologies.com. For any questions on orders or delivery issues, please contact:

Ricky Joseph, Logistics Specialist
900 Circle 75 Parkway, Suite 1330
Atlanta, GA 30339
PH: 404-352-6070 x103
After hrs/weekend/holiday PH: 561-267-9393
uspdelivery@usptechnologies.com
Backup: Michael Engram Supply Chain & Quality Manager, PH: 404-352-6070 x102

For all other issues, please contact:

Dan Weidl, Program Manager
1338 Tadsworth Terrace
Heathrow, FL 32746
PH: 407-790-6754
After hrs/weekend/holiday PH: 407-790-6754
dweidl@usptechnologies.com
Backup: Mike Nostro, Regional Program Manager, PH: 407-697-5653

SECTION I – SAFETY & QUALITY

With regards to safety, USP Technologies is proud of our record of over 3 years without a recordable safety incident. OSHA logs and any safety policies or procedures mentioned in the following text will be readily made available upon request.

USP is committed to the establishment and execution of work practices to guide the installation and operation of USP engineered chemical management and delivery systems in a safe and environmentally conscious manner. The USP Technologies Health Safety and Environmental Program and supporting work place procedures and policies provide a foundation with which to achieve this goal and when combined with customer site-specific standards ensure a safe and effective use of USP chemicals and services. We strive for the following operational measures:

- No spills
- No product outages
- No (unscheduled) downtime
- No injuries

The following outlines USP's dedication to safety and quality. It is how we assure the above four operational measures are met.

Safety Communication Program

USP has adopted a culture of safety that is weaved into every facet of our organization. From monthly safety-focused meetings, use of daily Job Safety Analysis (JSA's) at every site, utilizing safety as a KPI (key performance indicator), adoption of regional safety committees, direct company-wide reporting of safety issues as Lessons Learned and focus on safety during project kick-off meetings.

An integral component of communication is training. USP has both a detailed internal and client training program. All employees and contractors are rigorously trained in all facets of their job responsibilities. Training is completed upon hiring, throughout the year and during annual refresher courses. Furthermore, if a client requires our employees have specific training and/or certification to work on-site, that is completed as well. Our internal (employee/contractor) training procedure flowchart as well as further detail on our training program is available upon request.

In addition to internal training, all of our client's selected employees are trained on the safe handling of our systems at start-up and during refresher training, which is completed on a regular basis or as needed. Training is completed via presentation and on-site. Our Equipment & Delivery Orientation Program and H_2O_2 Safety Presentations are available for review at any time.

Heath Safety and Environmental Program

USP understands that Work Place safety is core and foremost for every program it operates and takes it very seriously, going to great lengths to ensure a safe environment for both our customers and team members. Because of the seriousness of the safety and health hazards related to hazardous waste and emergency response operations, USP has adopted OSHA 29 CFR 1926.65 to protect workers and to help each person in the company handle those operations safely and effectively. The standard covers workers employed in clean-up operations at uncontrolled

hazardous waste sites being cleaned-up under government mandate, in certain hazardous waste treatment, storage, and disposal (TSD) operations conducted under the Resource, Conservation and Recovery Act of 1976 as amended [RCRA] 42 U.S.C. 6901 et seq.] and in any emergency response to incidents involving hazardous substances or materials (e.g., spills). The OSHA standard also requires each employer to develop and implement a written safety and health program that identifies, evaluates, and controls safety and health hazards and provides emergency response procedures for each hazardous waste site or treatment, storage and disposal facility. A copy of our current HS&E program can be provided at any time. The 300+ page document starts with a general overview and then details each of the policies and programs we follow.

Spill Prevention, Containment & Response Plan

USP takes spill prevention and response to mitigate major and minor spills very seriously. The following outlines our spill response program:

Spill Prevention – USP engineered storage and dosing systems are self-contained and fully alarmed. Any spills (leaks to the ground from the dosing line) would be handled according to the chemical spill procedure. The proper way to neutralize a hydrogen peroxide spill is to dilute, then let decompose on the ground. The decomposition products are oxygen and water and hence, non-hazardous.

Spill Containment – USP chemical storage systems are double walled and constructed of heavy-duty, high-density linear polyethylene. The external tank is sized to provide 110% containment capacity for the internal tank contents. Each unit comes equipped with fill line, inspection ports, overflow pipe, and breather vents. A level transmitter feeds the ChemWatch™ monitor for tank level display and for inventory management. Each dosing module is housed inside an environmental enclosure with an internal sump for spill containment and to protect critical system components from the elements. Any spills inside the dose skid will be contained by the sump. The sump is fitted with leak detection sensors which will send an alarm to USP personnel and the local Technician, who will respond accordingly to any alarms.

Environmental Response – USP's response is as follows:

- Client personnel should notify the Program Manager, even for small spills and leaks.
- Contact USP at the numbers in the Phone List below.
- USP personnel will moderate any spills or leaks utilizing proper Personal Protective Equipment. USP will contain the spill, stop the leak and remediate the site.
- Hydrogen peroxide will be diluted to less than 3% concentration and decomposed safely into H_2O_2 byproducts, water and oxygen.

Emergency / Odor Complaint Response Plan

USP has a dedicated emergency contact phone system that operates **24/7, 365 days a year** and is a call tree designed to allow customers to speak to a live and highly trained USP employee that can respond to any emergency situations that may arise. The emergency phone number is **855-877-4262**. In addition, USP provides contact numbers of all the key members of the program team.

Should an emergency occur, our clients shall utilize the emergency telephone line as well as contact the Program Manager or Project manager. In the event of an odor complaint, the Program Manager or the Applications Engineer can be contacted and will address the problem with the resident if the City wishes.

Quality

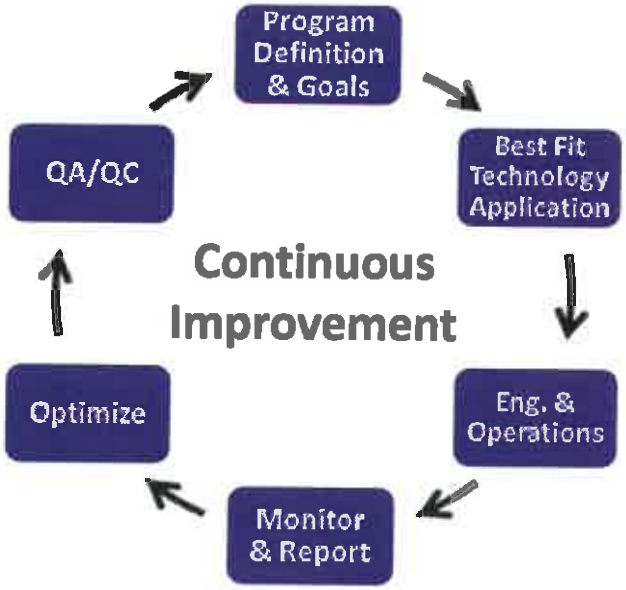
It is our objective at USP Technologies to be the Quality Leader in the preparation, delivery, and service of comprehensive program solutions to meet our customers' individual needs and expectations. To achieve this objective, we will control and assure our program quality through all stages of development and installation, ordering, material procurement, and program delivery using a Quality Management System (QMS).

USP will continually improve the effectiveness and suitability of the Quality Management System by collecting and analyzing appropriate data to identify improvements enhancing our system's efficiency. USP's executive management commitment coupled with the involvement and support of all personnel will ensure we meet our objective.

At USP, we are dedicated to maintaining and building upon our high level of customer satisfaction with our programs and product solutions through both our employees' efforts and quality management in all our processes and programs. To achieve this, we are committed to:

- Managing our performance against defined objectives, through our Corporate Performance Management processes
- Involving all USP employees in establishing and achieving our quality objectives
- Meeting or exceeding statutory and regulatory requirements
- Continuous improvement of our processes, services, programs, and quality management system

USP's Quality Management System is a system implemented throughout the company to ensure we effectively implement the processes necessary to meet the customer's requirements by supplying the right product at the right time in the right place. The QMS also ensures we are constantly reviewing our processes so we can monitor for continuous improvement opportunities. USP has a Quality Manual that fully details the above and will be provided upon request.



SECTION J – GENERAL EQUIPMENT OVERVIEW

USP Technologies (USP) produces safe and reliable custom engineered liquid chemical storage and dosing equipment systems. Each system is tailored to the specific application and includes containment, chemically compatible parts and all safety devices necessary for performance-driven chemical dosing. Please note that USP will be providing **brand new equipment specifically built to the City of Boynton Beach's application.** This will be a tremendous upgrade to the systems currently in place, minimizing downtime and improving dosing profiles.

Storage Tank System

USP's standard double contained high-density polyethylene (HDPE) storage tanks have capacities of 1.5K, 3K gallons, 6K gallons or 8K gallons. The 6K gallon vessel is available with heat tracing for chemicals and climates where necessary. USP can supply other tank sizes including drums and totes based on usage, space availability, logistics and other relevant factors.

Dosing Module & Controls

USP's standard dosing module consists of pump(s), flowmeter, valves and ancillary equipment mounted within a protective enclosure.

a) Integrated Dosing Module Features

Controls
- Flow
- Tank Level
- Wireless 4G LTE Telemetry

Safety
- Leak Detection
- Pressure Management
- Secondary Containment

SECTION K – CHEMWATCH ACS MONITOR / CONTROLLER™

The Chemwatch ACS™ is utilized in conjunction with the USP Technologies pumping skid to give the maximum versatility in control and reporting functions. The modular design allows for easy expandability in the event custom engineering is required. The versatile controller can also be integrated into many SCADA/DCS systems. The system actually consists of two major components: the power distribution panel and the ACS controller.

Technical Specifications

Power Distribution Panel –

- Enclosure – NEMA 4X polycarbonate
- Power requirements – 120Vac, 60Hz, 20A service required (depends on pump size)
- Two output relays
- Through-door disconnect switch
- IEC branch-rated circuit breakers
- Power Supply (for controller) – 24VDC 3.75A
- UL-508 certification

ACS Controller –

- Enclosure – NEMA 4X polycarbonate
- All low voltage (24VDC) supplied from power distribution panel
- Internal circuit breaker for incoming 24V power
- T-Box PLC RTU
- Digital inputs – 4 (expandable)
- Digital outputs – 4 (expandable)
- Analog inputs – 8 (expandable) – 4-20mA
- Analog outputs – 8 (expandable) – 4-20mA
- Typical functions programmed into system:
    - Tank level
    - Pump speed
    - Peroxide de-gas
    - Profiled pump rates (24hrs/7day variations)
    - Historical measurements
    - Real-time date/time event recording
    - Status indications (leak detection, pump fault)
- Alarms and alerts may be sent via e-mail and/or SMS
- Communication – Web-based Virtual Privacy Network via cellular connection to PLC within the controller. Optional methods of communication via telephone landline or RS-232/Modbus 485 to customer network.
- Optional touch screen HMI available for local control
- Functionality and number of screens available for monitor/control depend upon option
- Other expansion capabilities also include temperature (RTD, thermocouple), 0-10V analog, and high-speed counters

FUNCTIONALITY OF CHEMWATCH ACS™

The ChemWatch ACS (Advanced Control System)™ has a number of features that make it a robust and highly functional control system:

1. PLC control modules
2. Eight (8) analog inputs (tank levels, pump health, flow, etc.)
3. Eight (8) analog outputs (pumps speed)
4. Four (4) digital inputs (pump pause, etc)
5. Four (4) digital outputs (de-gas solenoid, etc.)
6. Virtual Privacy Network (VPN) security for web-based monitor/interaction for customer and program manager
7. Graphics to demonstrate tank levels and pump speeds (on websites)
8. Easier connection for external connections (sensors, pumps, etc)
9. E-mail and/or SMS alerts to alarm conditions

Physical aspects

The following are some notable physical features of ChemWatch ACS™

1. NEMA 4X polycarbonate enclosure
2. Low voltage design (only 24vdc within panel)
3. Circuit breakers/fusing to ensure protection/isolation
4. Easily-identified terminal strips for quick and accurate connection to external equipment
5. Separate power distribution panel for high-voltage (120vac) with disconnect switch and UL-508 certification.
6. Additional I/O possible through expansion modules
7. Communication to internet via cellular or landline connection
8. Easy integration to customer SCADA via I/O or other with communication interfaces (RS485 Modbus or RS232)

Functionality

One of the primary focus points of the ChemWatch ACS™ is the ease of use by all parties. Each site would have an access page in which a secured log-in must be entered and accepted via the VPN. If the VPN is not accessed properly, then there would be no interfacing with the ChemWatch ACS™ (in fact, no screen could be viewed).

Data Storage/Recall

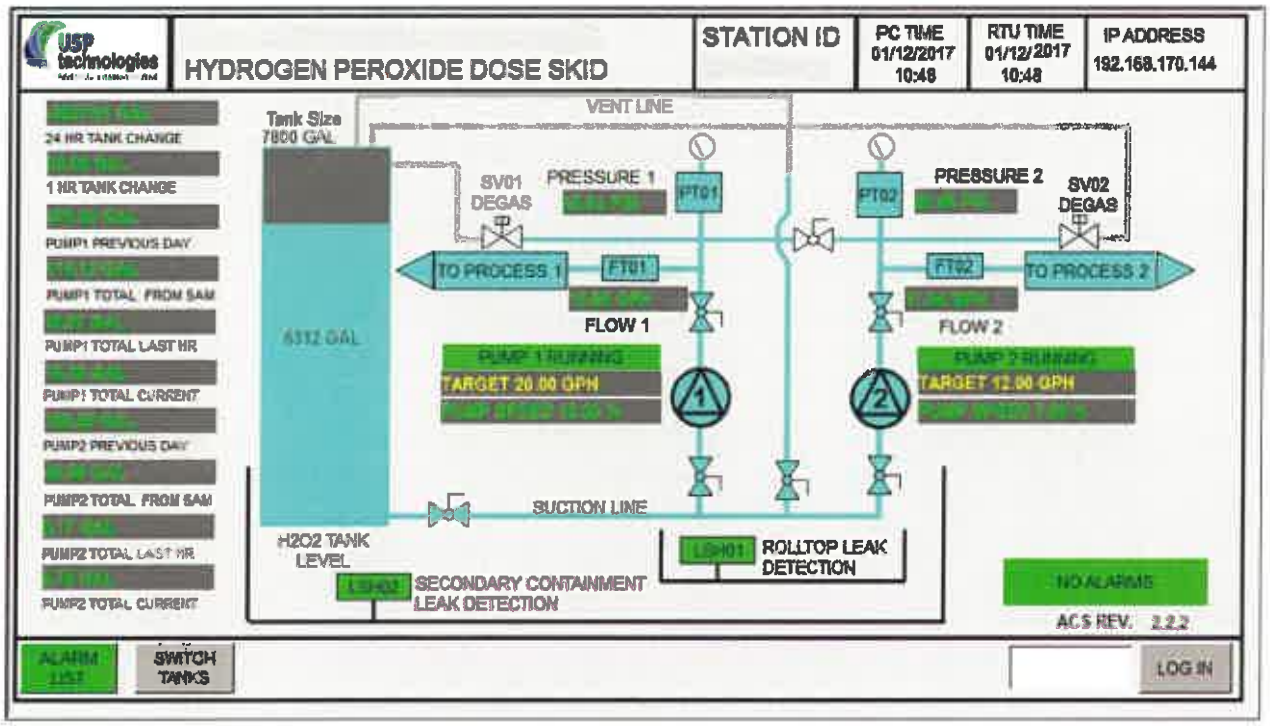
Critical data such as tank level are kept internally in the PLC memory with the level recorded every fifteen minutes for the past 10 days. Accessing the website page, the level can be viewed on an x-y chart showing the values and also downloaded in a *.csv or *.txt format to maintain weekly histories. The same can be accomplished with other measurements (such as flow if a meter is incorporated into the system).

Reliability

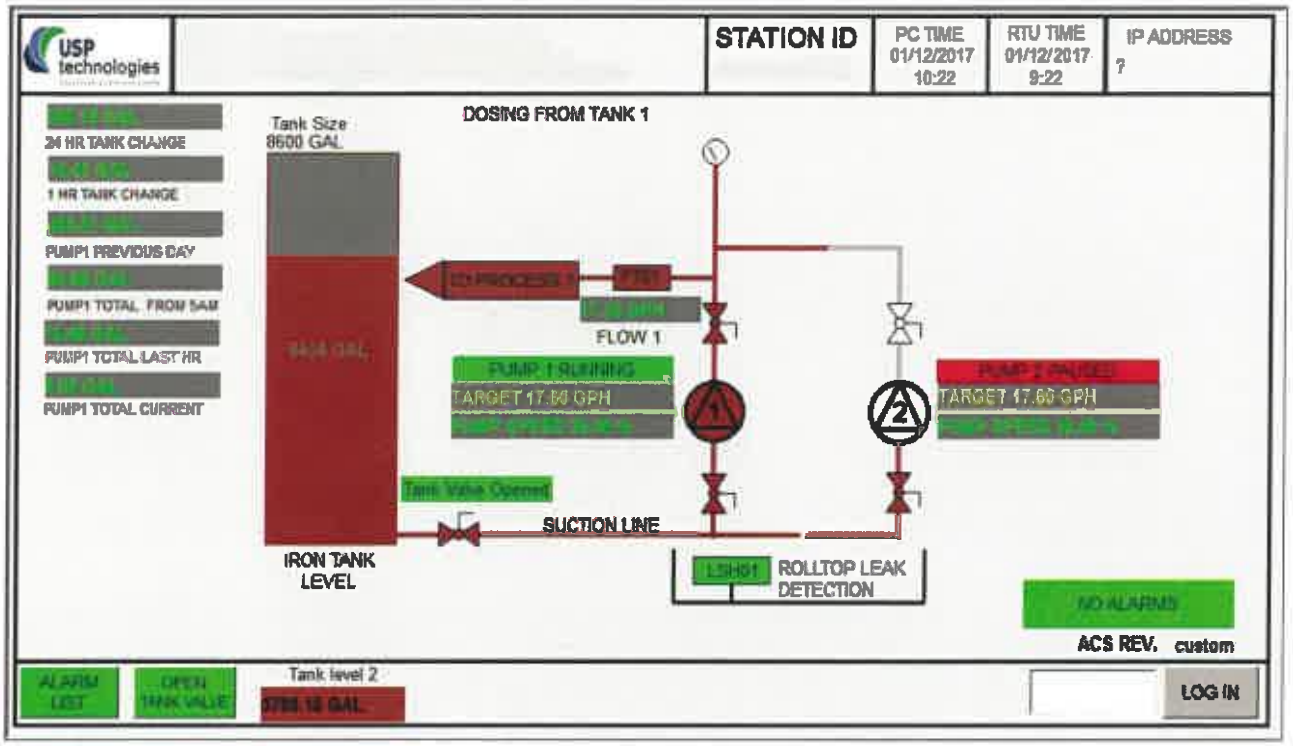
Programmable Logic Controllers (PLCs) are designed for rugged industrial applications. Utilizing PLCs as the heart of the ChemWatch ACS™ makes this a reliable system. By incorporating a more robust power supply (24VDC 90W), the chances of loading are reduced as well.

Screenshots

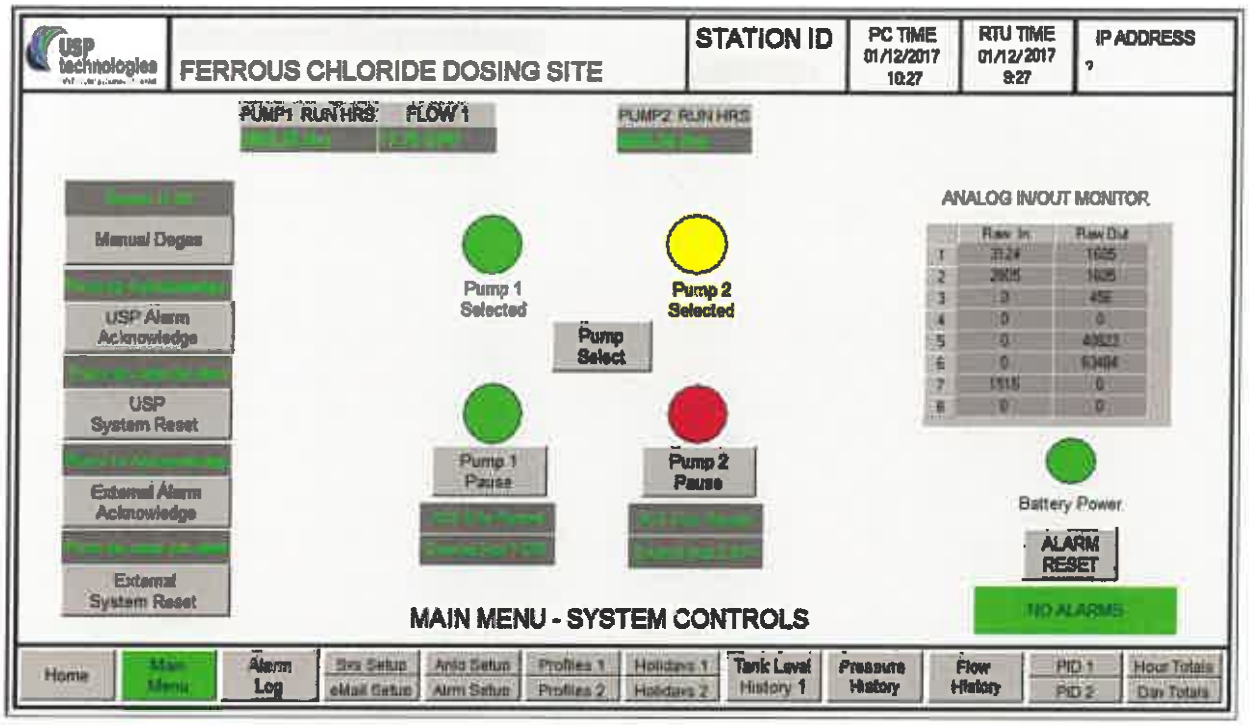
The following screenshots illustrate the capabilities of a variety of systems currently installed in the field:



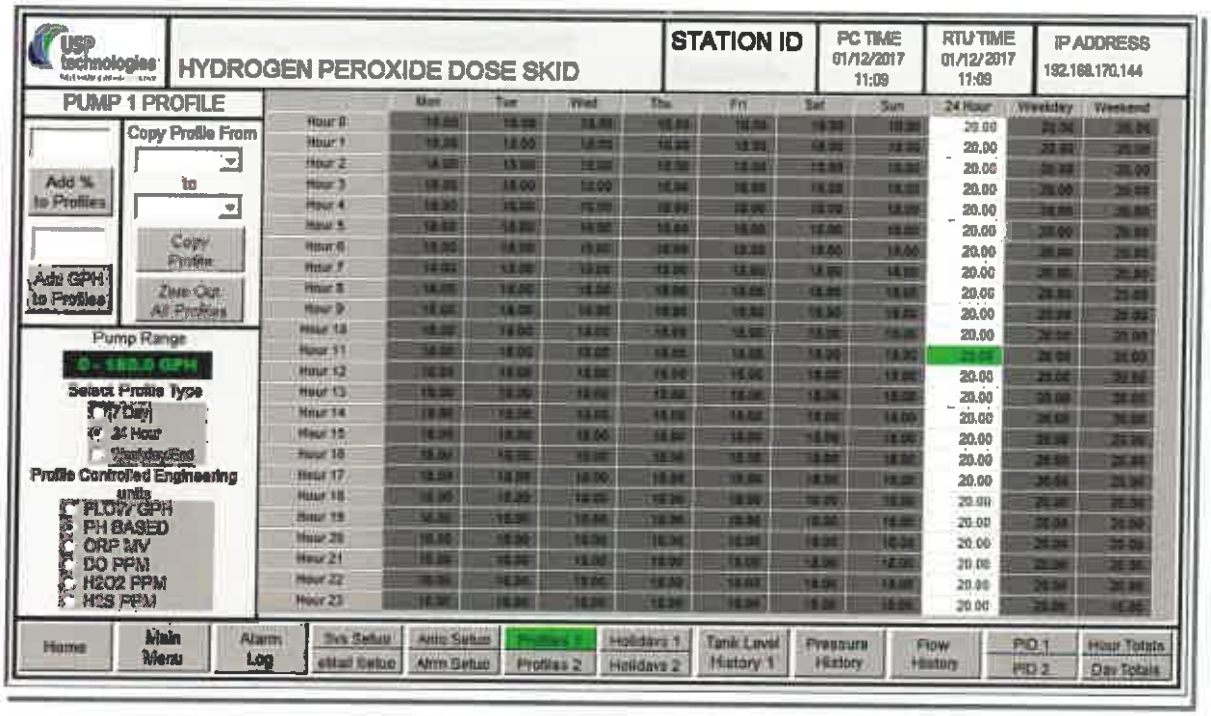
This index page is a hydrogen peroxide dosing system. This site is a dual dose site that utilizes two separate profiles (24/7). Note the real-time date time group, the tank level, leak detection alarms, and flow rates. A password is required to access further levels within the website.



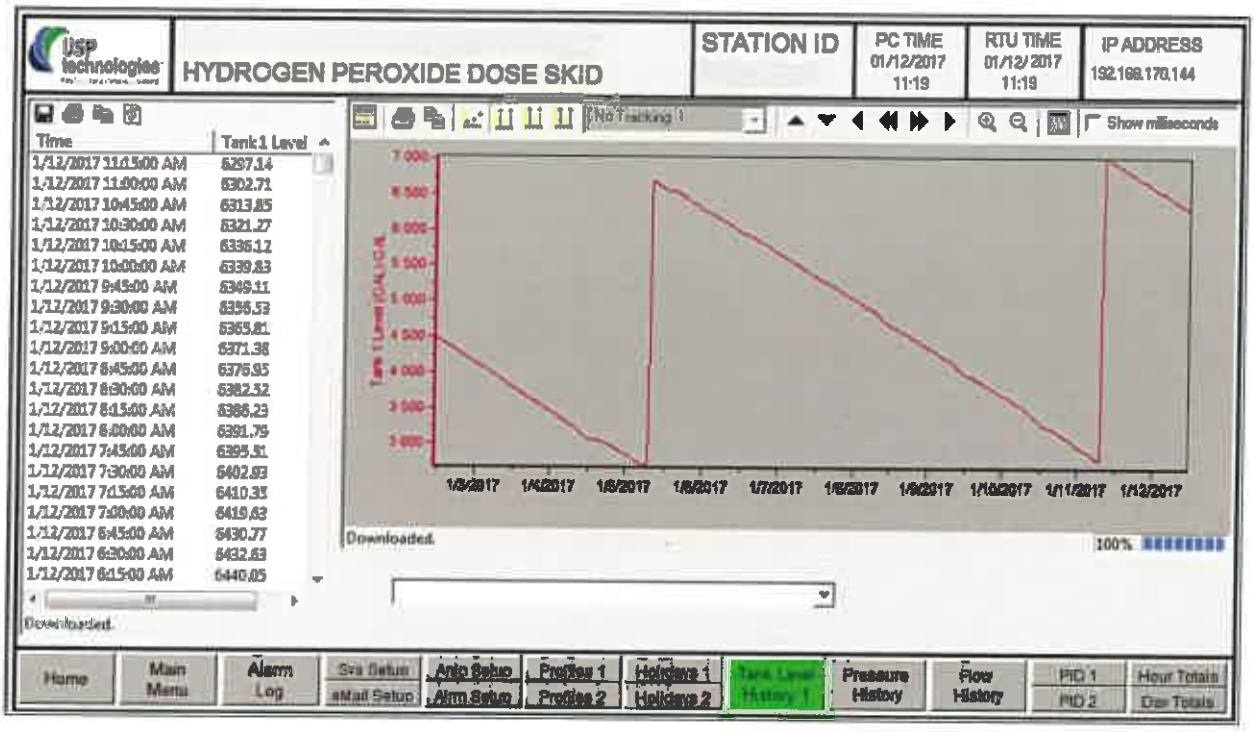
This is an index page from a ferrous chloride dosing station. This site has a profile (24/7) and incorporates a flow meter with a 10% variance alarm. If the flow goes above or below the profiled flow rate for a period of 10 minutes continuously, an e-mail alert is sent to the customer, the USP program manager, and the USP technician(s).



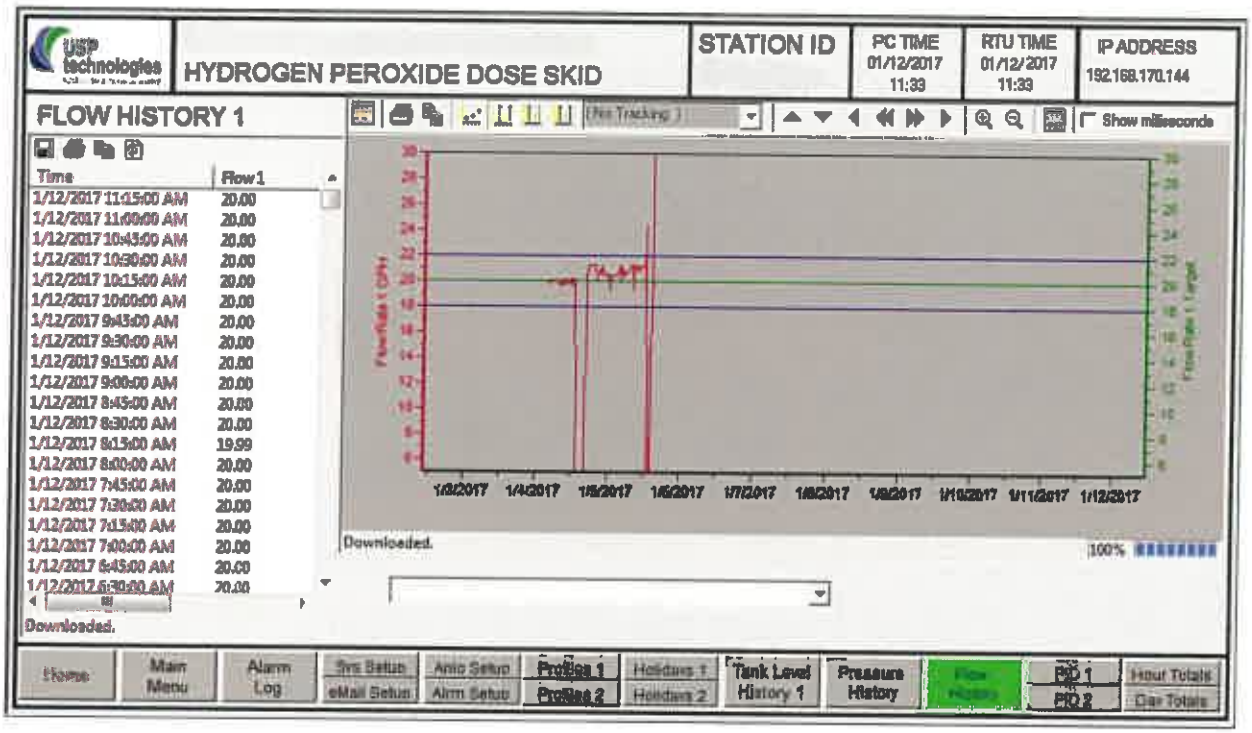
This home page screen (after access) shows the pump status, which may be selected and/or paused. Alarms maybe acknowledged and cleared. The tank level and flow histories are accessed here as well. All incoming and outgoing 4/20 signals can also be monitored here.



This is one of the profile pages. The program manager enters the desired flow rate to the maximum pump rate (in this case 180 gph). The gallons-per-hour rate is compared with the actual flow meter used in this system. If there is a variance is greater than 10%, an e-mail alert is generated.



This is the tank level history screen. The left column shows the readings for each fifteen minute interval over the last ten days. The graphic display indicates the same data but on an x-y chart. Note the sharp vertical rises are tank refills. From this page, data may be downloaded to the user by a *.csv (MS Excel compatible) or *.txt file. Using the arrows at the top of the graph will also allow a zoom in or out viewing function of the graph.



This page is similar to the tank level, but shows the flow meter data instead. It has the same capabilities of downloading and viewing the data. In this particular example, the reoccurring waveforms represent PID control with the 10% hi and low flow variants.

Conclusion

The ChemWatch ACS™ allows flexibility and capability in monitoring and control of chemical dosing. Access to the World Wide Web via a virtual privacy network increases security and makes the level of monitoring easier. Furthermore, the graphics and communications abilities place this system far above other monitors in the field.

USP Equipment Summary

USP utilizes state-of-the-art equipment specifically for use with hydrogen peroxide, with safety features unmatched in the industry and specially trained employees to oversee operations on a 24 hour, 7-day basis. The equipment is equipped with sensors that detect leaks, loss of power in addition to high/low chemical flow, pump pressure and tank product levels. The safety features separate USP from all other vendors, with emails notifying all USP personnel involved of a possible problem, ensuring a quick response to any situation.

The Chemwatch™ ACS Monitor features real-time readings of all pertinent statistics, as well as a history of chemical feed and pump operations and SCADA capabilities. It also allows for remote and instantaneous diagnosis of any system problems and provides the user the ability to make any necessary changes. In addition to the safety and communication features of the

ACS, programmed chemical pumping "profiles" ensure efficient treatment of hydrogen sulfide on an hour-by-hour basis, taking into account diurnal wastewater flows and sulfide loading.

USP understands the safety and efficiency of the odor and corrosion control program are paramount to the City of Boynton Beach, and we are committed to providing engineered equipment that will fill the City's needs.

APPENDIX 1 – SAFETY DATA SHEETS

The following contains a 50% hydrogen peroxide safety data sheet.

Revision Date: 08/09/2013

HYDROGEN PEROXIDE (50% =< Conc. <= 60%)

1. PRODUCT AND COMPANY IDENTIFICATION

1.1. Identification of the substance or mixture

Product name	:	HYDROGEN PEROXIDE (50% =< Conc. <= 60%)
Product grade(s)	:	Interox® 50%Standard EG Hydrogen Peroxide Interox® Hydrogen Peroxide SVP - HP®, 50% Interox® 50% UltraPure Hydrogen Peroxide Interox® Hydrogen Peroxide Chemical Grade 50% Interox® Hydrogen Peroxide Cosmetic Grade 50% Interox® Hydrogen Peroxide Food Grade 50% Interox® Hydrogen Peroxide PFP 50% Interox® Hydrogen Peroxide Technical Grade 50% Interox® Hydrogen Peroxide Standard Grade 50% Interox® Hydrogen Peroxide Storage Grade 50% Interox® Hydrogen Peroxide Technical Grade 50/C Interox® Hydrogen Peroxide Technical Grade 50/D Interox® SG Grade 50% Hydrogen Peroxide
Chemical Name	:	Hydrogen peroxide
Synonyms	:	Hydroperoxide, Hydrogen dioxide
Molecular formula	:	H_2O_2
Molecular weight	:	34 g/mol

1.2. Use of the Substance/Mixture

Recommended use :
- Bleaching agent
- Chemical industry
- Electronic industry
- Metal treatment
- Odour agents
- Oxidising Agents
- Textile industry
- Water treatment
- Pulp and paper

1.3. Company/Undertaking Identification

Address : SOLVAY CHEMICALS, INC.
3333 RICHMOND AVENUE
HOUSTON TX 77098-3099
United States

1.4. Emergency and contact telephone numbers

Emergency telephone number	:	**1 (800) 424-9300 CHEMTREC ® (USA & Canada)** **01-800-00-214-00 (MEX. REPUBLIC)**
Contact telephone number (product information):	:	**US: +1-800-765-8292 (Product Information)** **US: +1-713-525-6500 (Product Information)**

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2. HAZARDS IDENTIFICATION

2.1. Emergency Overview:

NFPA	:	H= 3 F= 0 I= 1 S= Oxidizer
HMIS	:	H= 3 F= 0 R= 1 PPE = Supplied by User; dependent on local conditions

General information

Appearance	:	liquid
Colour	:	colourless
Odour	:	odourless

Main effects

- Oxidising
- Contact with combustible material may cause fire.
- Harmful by inhalation and if swallowed.
- Causes burns.

2.2. Potential Health Effects:

Inhalation

- Corrosive to respiratory system
- Symptoms: Breathing difficulties, Cough, pulmonary oedema, Nausea, Vomiting.
- Repeated or prolonged exposure: Nose bleeding, chronic bronchitis.

Eye contact

- Corrosive
- Causes severe burns.
- Small amounts splashed into eyes can cause irreversible tissue damage and blindness.
- Symptoms: Redness, Lachrymation, Swelling of tissue.

Skin contact

- Corrosive
- Causes severe burns.
- Symptoms: Redness, Swelling of tissue.

Ingestion

- If ingested, severe burns of the mouth and throat, as well as a danger of perforation of the oesophagus and the stomach.
- Symptoms: Nausea, Abdominal pain, Bloody vomiting, Diarrhoea, Suffocation, Cough, Severe shortness of breath.
- Risk of: Respiratory disorder.

Other toxicity effects

- See section 11: Toxicological Information

2.3. Environmental Effects:

- See section 12: Ecological Information

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3. COMPOSITION/INFORMATION ON INGREDIENTS

Hydrogen peroxide

CAS-No.	:	7722-84-1
Concentration	:	**>= 50.0 - <= 60.0 %**

4. FIRST AID MEASURES

4.1. Inhalation

- Move to fresh air.
- Oxygen or artificial respiration if needed.
- Victim to lie down in the recovery position, cover and keep him warm.
- Call a physician immediately.

4.2. Eye contact

- Call a physician or poison control centre immediately.
- Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes.
- In the case of difficulty of opening the lids, administer an analgesic eye wash (oxybuprocaine).
- Take victim immediately to hospital.

4.3. Skin contact

- Take off contaminated clothing and shoes immediately.
- Wash off immediately with plenty of water.
- Keep warm and in a quiet place.
- Call a physician or poison control centre immediately.
- Wash contaminated clothing before re-use.

4.4. Ingestion

- Call a physician or poison control centre immediately.
- Take victim immediately to hospital.
- If swallowed, rinse mouth with water (only if the person is conscious).
- Do NOT induce vomiting.
- Artificial respiration and/or oxygen may be necessary.

If victim is conscious:

- If swallowed, rinse mouth with water (only if the person is conscious).
- Do NOT induce vomiting.

If victim is unconscious but breathing:

- Artificial respiration and/or oxygen may be necessary.

4.5. Notes to physician

Exposure to decomposition products :

- Take victim immediately to hospital.

Exposure to decomposition products :

- Immediate medical attention is required.
- Consult with an ophthalmologist immediately in all cases.
- Burns must be treated by a physician.

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- If swallowed
- Avoid gastric lavage (risk of perforation).
- Keep under medical supervision for at least 48 hours.

5. FIREFIGHTING MEASURES

5.1. Suitable extinguishing media
- Water
- Water spray

5.2. Extinguishing media which shall not be used for safety reasons
- None.

5.3. Special exposure hazards in a fire
- Oxidising
- Oxygen released in thermal decomposition may support combustion
- Contact with combustible material may cause fire.
- Contact with flammables may cause fire or explosions.
- Risk of explosion if heated under confinement.
- Risk of explosion by shock, friction, fire or other sources of ignition.

5.4. Hazardous decomposition products
- Oxygen
- The release of other hazardous decomposition products is possible.

5.5. Special protective equipment for firefighters
- Evacuate personnel to safe areas.
- In the event of fire, wear self-contained breathing apparatus.
- When intervention in close proximity wear acid resistant over suit.
- Clean contaminated surface thoroughly.

5.6. Other information
- Keep product and empty container away from heat and sources of ignition.
- Keep containers and surroundings cool with water spray.
- Approach from upwind.

6. ACCIDENTAL RELEASE MEASURES

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. Advice for non-emergency personnel
- Prevent further leakage or spillage if safe to do so.
- Keep away from incompatible products.

6.1.2. Advice for emergency responders
- Evacuate personnel to safe areas.
- Keep people away from and upwind of spill/leak.
- Use personal protective equipment.

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- Drying of this product on clothing or combustible materials may cause fire.
- Keep wetted with water.

6.2. Environmental precautions

- The product should not be allowed to enter drains, water courses or the soil.
- If the product contaminates rivers and lakes or drains inform respective authorities.

6.3. Methods and materials for containment and cleaning up

- Dam up.
- Soak up with inert absorbent material.
- Dilute with plenty of water.
- Do not add chemical products.
- Treat recovered material as described in the section "Disposal considerations".
- Never return spills in original containers for re-use.

6.4. Reference to other sections

- Refer to protective measures listed in sections 7 and 8.

7. HANDLING AND STORAGE

7.1. Handling

- Use only in well-ventilated areas.
- Before all operations, passivate the piping circuits and vessels according to the procedure recommended by the producer.
- Use only clean and dry utensils.
- Never return unused material to storage receptacle.
- May not get in touch with:
- Organic materials
- Keep away from incompatible products.
- Keep away from heat.

7.2. Storage

- Keep in a cool, well-ventilated place.
- Keep away from heat.
- Keep away from incompatible products.
- Keep away from combustible material.
- Store in a receptacle equipped with a vent.
- Store in original container.
- Keep container closed.
- Keep in a bunded area.
- Regularly check the condition and temperature of the containers.
- Information about special precautions needed for bulk handling is available on request.

7.3. Packaging material

- aluminium 99,5 %
- stainless steel 304L / 316L
- Approved grades of HDPE.

7.4. Other information

- Refer to protective measures listed in sections 7 and 8.

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- Do not confine the product in a circuit, between closed valves, or in a container without a vent.
- In industrial installations, apply the rules for the prevention of major accidents (consult an expert).

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1. Exposure Limit Values

Hydrogen peroxide

- US. ACGIH Threshold Limit Values 03 2012
  time weighted average = 1 ppm
- US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000) 02 2006
  Permissible exposure limit = 1 ppm
  Permissible exposure limit = 1.4 mg/m3
- US. OSHA Table Z-1-A (29 CFR 1910.1000) 1989
  time weighted average = 1 ppm
  time weighted average = 1.4 mg/m3
- US. Tennessee. OELs. Occupational Exposure Limits. Table Z1A 06 2008
  time weighted average = 1 ppm
  time weighted average = 1.4 mg/m3

ACGIH® and TLV® are registered trademarks of the American Conference of Governmental Industrial Hygienists.
SAEL = Solvay Acceptable Exposure Limit, Time Weighted Average for 8 hour workdays. No Specific TLV STEL (Short Term Exposure Level) has been set. Excursions in exposure level may exceed 3 times the TLV TWA for no more than a total of 30 minutes during a workday and under no circumstances should they exceed 5 times the TLV TWA.

8.2. Engineering controls

- Ensure adequate ventilation.
- Apply technical measures to comply with the occupational exposure limits.
- Refer to protective measures listed in sections 7 and 8.

8.3. Personal protective equipment

8.3.1. Respiratory protection

- Self-contained breathing apparatus in confined spaces/insufficient oxygen/in case of large uncontrolled emissions/in all circumstances when the mask and cartridge do not give adequate protection.
- Use only respiratory protection that conforms to international/ national standards.
- Use NIOSH approved respiratory protection.
- Wear an approved full-face air supplied respirator for excessive or unknown concentrations. Selected chemical cartridges for respirators, i.e. OV, OV/AG, GME have been tested successfully under lab conditions to remove hydrogen peroxide and peracetic acid vapors in concentrations exceeding the applicable exposure limits. Further information is available in a Solvay Chemicals, Inc. Technical Communication, located at http://www.solvaychemicals.us/resource.htm in the Peractic Acid section.
- Self-contained breathing apparatus in case of: 1) large uncontrolled emissions, 2) insufficient oxygen, 3) the mask and cartridge do not give adequate protection.

8.3.2. Hand protection

- Protective gloves - impervious chemical resistant:
- PVC
- Rubber gloves

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- Take note of the information given by the producer concerning permeability and break through times, and of special workplace conditions (mechanical strain, duration of contact).

8.3.3. Eye protection

- Chemical resistant goggles must be worn.
- If splashes are likely to occur, wear: Tightly fitting safety goggles, Face-shield

8.3.4. Skin and body protection

- Protective suit
- If splashes are likely to occur, wear: Apron, Boots
- Suitable material: PVC, Natural Rubber***8.3.5. Hygiene measures***
- Use only in an area equipped with a safety shower.
- Eye wash bottle with pure water
- When using, do not eat, drink or smoke.
- Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES

9.1. General information

Appearance	:	liquid
Colour	:	colourless
Odour	:	odourless

9.2. Important health safety and environmental information

pH	:	2.02 (H_2O_2 50 %) *Temperature*: 21 °C (70 °F)
pKa	:	pKa1= 11.62 *Temperature*: 25 °C (77 °F)
Boiling point/boiling range	:	150.2 °C (302.4 °F) (Pure substance)
	:	125 °C (257 °F) (H_2O_2 70 %)
Flash point	:	*Remarks*: not applicable
Flammability	:	*Remarks*: The product is not flammable.
Explosive properties	:	*Explosion danger*: *Remarks*: Not explosive *Remarks*: With certain materials (see section 10).
Oxidizing properties	:	*Remarks*: Oxidizer
Vapour pressure	:	200 Pa (H_2O_2 70 %) *Temperature*: 30 °C (86 °F)
	:	214 Pa (Pure substance) *Temperature*: 20 °C (68 °F)
Relative density / Density	:	1.29 (H_2O_2 70 %)1.44 (Pure substance)

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		Temperature: 25 °C (77 °F)
Bulk density	:	*Remarks*: not applicable
Solubility(ies)	:	*Remarks*: no data available
Partition coefficient: n-octanol/water	:	*log Pow*: -1.57 *Method*: calculated value
Viscosity	:	1.26 mPa.s (H2O2 70 %) *Temperature*: 20 °C (68 °F)
	:	1.249 mPa.s (Pure substance) *Temperature*: 20 °C (68 °F)
Vapour density	:	1.02

9.3. Other data

Freezing point:	:	-0.43 °C (31.23 °F) (Pure substance)
	:	-40.3 °C (-40.5 °F) (H2O2 70 %)
Auto-flammability	:	*Remarks*: not applicable
Surface tension	:	77.2 mN/m (H2O2 70 %) *Temperature*: 20 °C (68 °F)
	:	80.4 mN/m (Pure substance) *Temperature*: 20 °C (68 °F)
Decomposition temperature	:	>= 60 °C (140 °F) *Remarks*: Self-Accelerating decomposition temperature (SADT)
	:	< 60 °C (140 °F) *Remarks*: Slow decomposition

10. STABILITY AND REACTIVITY

10.1. Stability

- Stable under recommended storage conditions.

10.2. Conditions to avoid

- Contamination
- To avoid thermal decomposition, do not overheat.

10.3. Materials to avoid

- Acids, Bases, Metals, Heavy metal salts, Powdered metal salts, Reducing agents, Organic materials, Flammable materials

10.4. Hazardous decomposition products

- Oxygen

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- The release of other hazardous decomposition products is possible.

11. TOXICOLOGICAL INFORMATION

Toxicological data

Acute oral toxicity
- LD50, rat, 801 - 872 mg/kg (H_2O_2 60 %)

Acute inhalation toxicity
- LC50, 4 h, rat, > 0.17 mg/l, Remarks: vapour (H_2O_2 50 %)

Acute dermal irritation/corrosion
- LD50, rabbit, > 2,000 mg/kg (H_2O_2 70 %)

Skin irritation
- rabbit, Corrosive (H_2O_2 50 %)

Eye irritation
- rabbit, Corrosive (H_2O_2 50 %)

Sensitisation
- guinea pig, Did not cause sensitisation on laboratory animals.

Chronic toxicity
- Oral, 90-day, mouse, Target Organs: Gastrointestinal tract, Lowest observable effect level: 300 ppm, LOAEL, (Pure substance)
- Oral, 90-day, mouse, NOEL: 100 ppm, NOAEL, (Pure substance)
- Inhalation, 28-day, rat, Target Organs: Respiratory system, Lowest observable effect level: 10 ppm, LOAEL, vapour, (Pure substance)
- Inhalation, 28-day, NOEL: 2 ppm, NOAEL, vapour, (Pure substance)

Carcinogenicity
- Oral, Prolonged exposure, mouse, Target Organs: duodenum, carcinogenic effects
- Dermal, Prolonged exposure, mouse, Animal testing did not show any carcinogenic effects.

Genetic toxicity in vitro
- In vitro tests have shown mutagenic effects.

Genetic toxicity in vivo
- In vivo tests did not show mutagenic effects

Reproductive toxicity
- Substance is totally biotransformed (metabolised).
- study scientifically unjustified

Remarks
- no data available

12. ECOLOGICAL INFORMATION

12.1. Ecotoxicity effects

Acute toxicity

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- Fishes, Pimephales promelas, LC50, 96 h, 16.4 mg/l (Pure substance)
- Fishes, Pimephales promelas, NOEC, 96 h, 5 mg/l (Pure substance)
- Crustaceans, Daphnia pulex, EC50, 48 h, 2.4 mg/l (Pure substance)
  Remarks: fresh water, semi-static test
- Crustaceans, Daphnia pulex, NOEC, 48 h, 1 mg/l (Pure substance)
  Remarks: fresh water, semi-static test
- Crustaceans, Daphnia magna, NOEC, 21 Days, 0.63 mg/l (Pure substance)
  Remarks: Reproduction Test

Chronic toxicity

- Algae, Skeletonema costatum, EC50, Growth rate, 72 h, 2.62 mg/l (Pure substance)
- Algae, Skeletonema costatum, NOEC, 72 h, 0.63 mg/l (Pure substance)
- Algae, Chlorella vulgaris, EC50, Growth rate, 72 h, 4.3 mg/l (Pure substance)
- Algae, Chlorella vulgaris, NOEC, 72 h, 0.1 mg/l (Pure substance)

12.2. Mobility

- Air, Volatility, Henry's law constant (H) = 0.75 kPa.m³/mol
  Conditions: 20 °C
  Remarks: not significant
- Water
  Remarks: considerable solubility and mobility
- Soil/sediments, log KOC:0.2
  Remarks: non-significant evaporation and adsorption

12.3. Persistence and degradability

Abiotic degradation

- Air, indirect photo-oxidation, t 1/2 24 h
  Conditions: sensitizer: OH radicals
- Water, redox reaction, t 1/2 120 h
  Conditions: mineral and enzymatic catalysis, fresh water, salt water
- Soil, redox reaction, t 1/2 12 h
  Conditions: mineral and enzymatic catalysis

Biodegradation

- aerobic, t 1/2 < 2 min
  Conditions: biological treatment sludge
  Remarks: Readily biodegradable.
- aerobic, t 1/2 from 0.3 - 5 d
  Conditions: fresh water
  Remarks: Readily biodegradable.
- anaerobic
  Conditions: Soil/sediments
  Remarks: not applicable
- aerobic, t 1/2 12 h
  Conditions: Soil
  Remarks: Readily biodegradable.

12.4. Bioaccumulative potential

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- Bioaccumulative potential: -1.57
  Result: Does not bioaccumulate.

12.5. Other adverse effects

- no data available

12.6. Remarks

13. DISPOSAL CONSIDERATIONS

13.1. Waste from residues / unused products

- Limited quantity
- Dilute with plenty of water.
- Flush into sewer with plenty of water.
- Maximum quantity
- Contact manufacturer.
- Contact waste disposal services.
- In accordance with local and national regulations.

13.2. Packaging treatment

- Empty containers.
- Clean container with water.
- Dispose of rinse water in accordance with local and national regulations.
- Where possible recycling is preferred to disposal or incineration.
- In accordance with local and national regulations.

13.3. RCRA Hazardous Waste

- Listed RCRA Hazardous Waste (40 CFR 302) - No
- Unlisted RCRA Hazardous Waste (40 CFR 302) - Yes
- D001 (ignitable waste)
- D002 (corrosive waste)

14. TRANSPORT INFORMATION

IATA-DGR

UN number	UN 2014
Class	5.1
Packing group	II
ICAO-Labels	5.1 - Oxidizing substances 8 - Corrosive

Proper shipping name: HYDROGEN PEROXIDE, AQUEOUS SOLUTION

IMDG

UN number	UN 2014
Class	5.1
Packing group	II

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IMDG-Labels	5.1 - Oxidizing substances 8 - Corrosive
EmS	F-H S-Q

Proper shipping name: HYDROGEN PEROXIDE, AQUEOUS SOLUTION

U.S. Dept of Transportation

UN number	UN 2014
Class	5.1
Packing group	II
Label	5.1 - Oxidizing substances 8 - Corrosive
EmS	140
Remarks	UN 1066, NITROGEN COMPRESSED, 2.2

Proper shipping name: HYDROGEN PEROXIDE, AQUEOUS SOLUTION

Canada (TDG)

UN number	UN 2014
Class	5.1
Packing group	II
Label	5.1 - Oxidizing substances 8 - Corrosive
EmS	140

Proper shipping name: HYDROGEN PEROXIDE, AQUEOUS SOLUTION

Mexico (NOM-002-SCT)

UN number	UN 2014
Class	5.1
Packing group	II
Label	5.1 - Oxidizing substances 8 - Corrosive

- IATA: forbidden over 40 %

15. REGULATORY INFORMATION

15.1. Inventory Information

USA. Toxic Substances Control Act (TSCA)	: -	In compliance with inventory.
Australia. Inventory of Chemical Substances (AICS)	: -	In compliance with inventory.

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Canada. Domestic Substances List (DSL)	: -	In compliance with inventory.
Korea. Existing Chemicals Inventory (KECI (KR))	: -	In compliance with inventory.
EU list of existing chemical substances (EINECS)	: -	In compliance with inventory.
Japan. Inventory of Existing & New Chemical Substances (ENCS)	: -	In compliance with inventory.
Inventory of Existing Chemical Substances (China) (IECS)	: -	In compliance with inventory.
Philippine. Inventory of Chemicals and Chemical Substances (PICCS)	: -	In compliance with inventory.
New Zealand. Inventory of Chemicals (NZIOC)	: -	In compliance with inventory.
Mexico INSQ (INSQ)	: -	In compliance with inventory.

15.2. Other regulations

US. EPA Emergency Planning and Community Right-To-Know Act (EPCRA) SARA Title III Section 302 Extremely Hazardous Substance (40 CFR 355, Appendix A)

- yes.

SARA Hazard Designation (SARA 311/312)

- Acute Health Hazard: Yes.
- Fire Hazard: Yes.

US. EPA Emergency Planning and Community Right-To-Know Act (EPCRA) SARA Title III Section 313 Toxic Chemicals (40 CFR 372.65) - Supplier Notification Required

- not regulated.

US. New Jersey Worker and Community Right-to-Know Act (New Jersey Statute Annotated Section 34:5A-5)

- yes.

US. Pennsylvania Worker and Community Right-to-Know Law (34 Pa. Code Chap. 301-323)

- yes.

US. California Safe Drinking Water & Toxic Enforcement Act (Proposition 65)

- not regulated.

16. OTHER INFORMATION

Ratings :

NFPA (National Fire Protection Association)

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Health = 3 Flammability = 0 Instability = 1 Special =Oxidizer

HMIS (Hazardous Material Information System)

Health = 3 Fire = 0 Reactivity = 1 PPE : Supplied by User; dependent on local conditions

Further Information

- Occupational Safety and Health Administration (OSHA) requirements for process safety management must be followed anytime at least 7500 lbs. of Hydrogen Peroxide at concentrations of at least 52 % are used or stored. Refer to 29 CFR 1910.119 for specific details.
- Wear an approved full-face air supplied respirator for excessive or unknown concentrations. Selected chemical cartridges for respirators, i.e. OV, OV/AG, GME have been tested successfully under lab conditions to remove hydrogen peroxide and peracetic acid vapors in concentrations exceeding the applicable exposure limits. Further information is available in a Solvay Chemicals, Inc. Technical Communication, located at http://www.solvaychemicals.us/resource.htm in the Peractic Acid section.
- The National Transportation Safety Board (NTSB) and Federal Aviation Administration (FAA) have requested the following information be provided:
- Combustible materials exposed to hydrogen peroxide should be immediately submerged in or rinsed with large amounts of water to ensure that all hydrogen peroxide is removed.
- Residual hydrogen peroxide that is allowed to dry (upon evaporation hydrogen peroxide can concentrate) on organic materials such as paper, fabrics, cotton, leather, wood or other combustibles can cause the material to ignite and result in a fire.

Material Safety Data Sheets contain country specific regulatory information; therefore, the MSDS's provided are for use only by customers of the company mentioned in section 1 in North America. If you are located in a country other than Canada, Mexico or the United States, please contact the Solvay Group company in your country for MSDS information applicable to your location.

The previous information is based upon our current knowledge and experience of our product and is not exhaustive. It applies to the product as defined by the specifications. In case of combinations or mixtures, one must confirm that no new hazards are likely to exist. In any case, the user is not exempt from observing all legal, administrative and regulatory procedures relating to the product, personal hygiene, and integrity of the work environment. (Unless noted to the contrary, the technical information applies only to pure product).

To our actual knowledge, the information contained herein is accurate as of the date of this document. However, neither the company mentioned in section 1 nor any of its affiliates makes any warranty, express or implied, including merchantability or fitness for use, or accepts any liability in connection with this information or its use. This information is for use by technically skilled persons at their own discretion and risk and does not relate to the use of this product in combination with any other substance or any other process. This is not a license under any patent or other proprietary right. The user alone must finally determine suitability of any information or material for any contemplated use in compliance with applicable law, the manner of use and whether any patents are infringed. This information gives typical properties only and is not to be used for specification purposes. The company mentioned in section 1 reserves the right to make additions, deletions or modifications to the information at any time without prior notification.

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APPENDIX B – LIST OF OTHER TECHNOLOGIES

USP specializes in these municipal treatment areas and can provide recommendations on their applicability and success at the City of Boynton Beach:

Integrated Full-Service Wastewater Solutions

- Best-Fit Technology Selection
- Process Assessment & Modeling
- Program Optimization & Management
- Engineered Storage & Dosing Systems
- PRI-CEPT® & PRI-DE™ for Fe-S-P management
- Supplemental Dissolved Oxygen Solutions

Sulfide Control Programs

- Collection Systems
- Trunk Line Expertise, Tributary Control
- Biosolids Odor Control

Treatment Plants

- Headworks
- Primary Clarification
- Anaerobic Digestion
- Biosolids
- Nutrient Removal
- Disinfection

Multi-Technology Chemical Options

- Hydrogen Peroxide - 27%, 35% & 50%
- Iron Salts - $FeCl_2$, $FeCl_3$, $FeSO_4$, etc.
- PRI-TECH® - Combined Iron Salts / H_2O_2
- Calcium or Sodium Nitrate Salts
- Peracetic Acid
- Cloevis Biofilm Removal Service
- pH and/or Alkalinity Control Chemicals
- Oxidants including Permanganates & Chlorites

Alibrandi, Julianne

From: Alibrandi, Julianne
Sent: Wednesday, January 18, 2017 3:40 PM
To: 'Mills, Kristin'
Subject: RE: Bid# 013-2821-17/JMA - Addenda

Hello Kristin,

Thank you for contacting me and providing me with the signed Addenda. I will place in the original bid and the three copies.

From: Mills, Kristin [mailto:kmills@usptechnologies.com]
Sent: Wednesday, January 18, 2017 3:37 PM
To: Alibrandi, Julianne
Subject: Bid# 013-2821-17/JMA - Addenda
Importance: High

Dear Ms. Alibrandi,

Per our conversation, attached please find USP Technologies' acknowledgement of Addenda 1 & 2 for the above-referenced bid.
I must sincerely apologize, this was my technical / clerical error for not including it in our submission and I hope that you would consider the attached as part of our bid submission.
If it's not too much trouble, could you please acknowledge receipt of this email?

Thank you for your help today & kind regards,
Kristin

Kristin E. Mills
Commercial Marketing Manager
USP Technologies

900 Circle 75 Parkway, Suite 1330
Atlanta GA 30339 USA
(404) 352-6070 x107 *office*
(404) 998-2311 *mobile*
usptechnologies.com

A TROJAN TECHNOLOGIES BUSINESS
trojantechnologies.com

ACKNOWLEDGEMENT OF ADDENDUM No. 2

"WASTEWATER ODOR CONTROL CHEMICALS AND SERVICES"

BID No.: 013-2821-17/JMA

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

ANDREW NANGANO
PRINT NAME OF REPRESENTATIVE

SIGNATURE OF REPRESENTATIVE

US PEROXIDE LLC dba USP TECHNOLOGIES
NAME OF COMPANY

01/18/17
DATE

ACKNOWLEDGEMENT OF ADDENDUM No. 1

BID No.: 013-2821-17/JMA

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

Andrew Nangano	
PRINT NAME OF REPRESENTATIVE	SIGNATURE OF REPRESENTATIVE
US Purchase LLC d/b USP Technologies	01/18/17
NAME OF COMPANY	DATE

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R17-022 - Award the Bid for "PUTTING GREEN RESURFACING FOR THE LINKS AT BOYNTON BEACH"; Bid No. 011-2910-17/JMA and authorize the City Manager to sign a contract with Detailed Sports Turf Construction, Inc. of Hobe Sound, FL as the lowest responsive, responsible bidder in the amount of $241,745 with a 10% contingency for a total approved amount of $265,919.50.

EXPLANATION OF REQUEST:
The putting greens at the Links of Boynton Beach were constructed to USGA Specifications and over the past twenty-three years the greens mix originally constructed to a depth of 12 inches has increased to an average depth of 22 inches. Therefore, the greens must be stripped, rototilled and smoothed to the correct depth; then the greens must be fumigated, shaped and grassed with TifEagle Bermuda Grass which will produce a faster putting surface. Construction must start May 15, 2017 and be completed in forty-five days.
On December 21, 2016, Procurement Services issued a bid for “Putting Green Resurfacing for the Links at Boynton Beach” with a Mandatory Pre-Bid Meeting and Site Inspection held on January 12, 2017 to review the project with interested and qualified golf course contractors. On January 31, 2017, Procurement Services opened bids from three (3) contractors. After reviewing the three bid proposals, Staff has recommended the project be awarded to Detailed Sports Turf Construction, Inc. as the lowest, most responsive, responsible bidder.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The Links Golf Course will remain open during the resurfacing project with temporary putting greens installed by Staff to accommodate the members and the public. The new greens will be returned to the USGA standards with a grass surface designed to increase ball speed on the putting surface. Faster greens are very desirable in a very competitive market for golfers.

FISCAL IMPACT: Budgeted
Funds for this expenditure are available from account number 411-2911-572-63-01; Project Number GC0901.

ALTERNATIVES:
Greens must be resurfaced to maintain the Links position in a highly competitive market for golfers.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: Detailed Sports Turf Construction

START DATE: 5/15/2017

END DATE: 6/30/2017

CONTRACT VALUE: $241,745.00

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?: No

EXTENSION EXPLANATION:

ATTACHMENTS:

Type	Description
Resolution	Resolution awarding Bid for Putting Green Resurfacing
Contract	Contract for Greens Resurfacing
Memo	Staff Recommendation
Tab Sheets	Tabulation Sheets
Attachment	Proposal from DST

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	2/10/2017 - 8:58 AM
Finance	Howard, Tim	Approved	2/10/2017 - 8:58 AM
Legal	Swanson, Lynn	Approved	2/13/2017 - 10:32 AM
City Manager	LaVerriere, Lori	Approved	2/16/2017 - 9:21 AM

RESOLUTION NO. R17-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AWARDING THE BID FOR "PUTTING GREEN RESURFACING FOR THE LINKS AT BOYNTON BEACH" BID NO. 011-2910-17/JMA AND AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH DETAILED SPORTS TURF CONSTRUCTION, INC., OF HOBE SOUND, FLORIDA IN THE AMOUNT OF $241,745.00 PLUS A 10% CONTINGENCY FOR A TOTAL APPROVED AMOUNT OF $265,919.50; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the putting greens at the Links of Boynton Beach were constructed to USGA specifications and over the past twenty-three years the greens mix originally constructed to a depth of 12 inches has increased to an average depth of 22 inches; and

WHEREAS, on December 21, 2016, Procurement Services issued a bid for "Putting Green Resurfacing for the Links at Boynton Beach" with a Mandatory Pre-Bid Meeting and Site Inspection held on January 12, 2017 to review the project with interested and qualified contractors; and

WHEREAS, on January 31, 2017, Procurement Services opened bids from three (3) contractors; and

WHEREAS, after reviewing the three bids, staff has recommended the project be awarded to Detailed Sports Turf Construction, Inc., as the lowest, most responsive, responsible bidder; 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 award the bid to Detailed Sports Turf Construction, Inc., of Hobe Sound, Florida and to authorize the City Manager to sign a contract with Detailed Sports Turf Construction, Inc., for the

31 “Putting Green Resurfacing for the Links at Boynton Beach” in the amount of $241,745.00
32 plus a 10% contingency for a total approved amount of $265,919.50.

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

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

38 **Section 2.** The City Commission of the City of Boynton Beach, Florida hereby
39 approves the award of the bid to Detailed Sports Turf Construction, Inc., of Hobe Sound,
40 Florida in response to “Putting Green Resurfacing for the Links at Boynton Beach”, Bid No.
41 011-2910-17/JMA.

42 **Section 3**. The City Manager is authorized to sign the Contract with Detailed
43 Sports Turf Construction, Inc., for the “Putting Green Resurfacing for the Links at Boynton
44 Beach” in the amount of $241,745.00 plus a 10% contingency for a total approved amount of
45 $265,919.50, a copy of which Agreement is attached hereto as Exhibit “A.”

46 **Section 4.** This Resolution shall become effective immediately upon passage.

47

PASSED AND ADOPTED this _____ day of _____, 2017.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk
(Corporate Seal)

CONTRACT FOR CONSTRUCTION SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, by and between the CITY OF BOYNTON BEACH, a municipal corporation of Florida, hereinafter called the "City" and DETAILED SPORTS TURF CONSTRUCTION, INC.

a Florida Corporation	(_X__)	Check One
a Florida General Partnership	(____)	
a Florida Limited Partnership	(____)	
a Sole Proprietor	(____)	

hereinafter called "CONTRACTOR".

WITNESSETH that under the due procedure of law, bids were heretofore received by the City Commission of said City for the performance of work and supplying materials, hereinafter described, and said Commission having canvassed said bids, had determined that the bid in the total amount of **$241,745.00** submitted by the aforementioned CONTRACTOR was the best and most desirable bid submitted, and has authorized the execution of this contract.

NOW, THEREFORE, in consideration of these premises and the mutual conditions and covenants contained herein, the parties agree as follows:

1.0 AGREEMENT

1.1 The CITY does award the contract to and does hire and employ the CONTRACTOR and the CONTRACTOR does accept the award, predicated upon the bid of the CONTRACTOR, dated JANUARY 26, 2017, which is hereby incorporated by reference into this agreement, and the CONTRACTOR does agree to furnish the necessary labor, tools, equipment, materials and supplies, etc., and to perform all the work provided in the bid, contract documents, bond documents, plans and specifications for:

Bid Title: PUTTING GREENS RESURFACING FOR THE LINKS AT BOYNTON BEACH
Bid Number: 011-2910-17/JMA

City of Boynton Beach, Florida, all of which are incorporated herein by reference lump sum price as specified in CONTRACTOR'S bid in the amount of:

Two Hundred Forty-one Thousand, Seven Hundred Forty-five Dollars ($241,745.00)

2.0 SCOPE OF SERVICES

2.1 CONTRACTOR further agrees to furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, and other accessories and services necessary to complete said project in accordance with the conditions and prices as stated in the contract, General Conditions for Construction, and Supplementary Conditions for Construction, plans which include all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof as contained in the bid, contract documents and specifications for the project.

2.2 All the work and labor performed under this contract shall be performed, and all of the material furnished shall be, in strict conformity with said plans and specifications, and CONTRACTOR accepts and consents to the conditions contained in said plans and specifications and expressly agrees to comply with every requirement and stipulation therein contained to be performed by the party contracting to do said work.

2.3 The CONTRACTOR further agrees to furnish all tools, equipment, materials and supplies and to do all the work above mentioned in a first-class, substantial and workmanlike manner, and in conformity with the detail for said work on file in the office of the City Engineer of the City and strictly in accordance with the specifications, general stipulations and plans which are hereby referred to and made a part of this contract, as well as to the satisfaction of the City Commission and City Engineer of the said City, and in strict obedience with the directions which may be given by the City Manager or his authorized representative, at and for the prices herein plainly set forth.

2.4 Upon receipt of written notification from the CITY, to correct any defective or faulty work or materials which may appear within one (1) year after completion of the contract and receipt of final payment, CONTRACTOR shall make the necessary corrections within ten (10) days of receipt of the written notice.

2.5 To comply with the provisions of Section 255.05, Florida Statutes, if applicable.

2.6 To pay promptly, before final settlement, any and all claims or liens incurred in and about this work. Furnish release of liens forms from all subcontractors and suppliers of materials. Forms to be supplied by CITY.

2.7 The CONTRACTOR shall remove and clean up all rubbish, debris, excess material, temporary structures, tools and equipment from streets, alleys, parkways and adjacent property that may have been used or worked on by the CONTRACTOR in connection with the project promptly as such section or portion is completed and ready for use, leaving the same in a neat and presentable condition.

Payment of monthly or partial estimates may be withheld until this has been done to the satisfaction of the City Engineer. Final acceptance and payment for the entire project will not be made until the site is satisfactory to the CITY.

2.8 The CONTRACTOR shall at all times observe and comply with the provisions of

the charter, ordinances, codes and regulations of the City of Boynton Beach, Florida.

2.9 Upon completion of the work, the City Engineer shall satisfy himself, by examination and test, that the work has been fully completed in accordance with the plans, specifications and contract documents. When the City Engineer is so satisfied, he shall recommend acceptance thereof to the City Manager, who shall, if he agrees with such recommendation, present the final payment application to City Commission for review and vote to formally accept the project. The right of general supervision of the CITY as hereinafter provided under "authority of the engineer" shall not make the CONTRACTOR an agent or employee of the CITY, but the CONTRACTOR, shall at all times, and in all respects have the rights and liabilities of an independent contractor.

2.10 After the cleaning up of the work, premises, streets, alleys, or other areas of structure in anyway connected with the performance of the contract, the work as a whole shall be inspected by the City Engineer, and any workmanship or material found not meeting the requirements of the specifications shall be removed by or at the expense of the CONTRACTOR and good and satisfactory workmanship or material substituted therefore. All settlement, defects or damage upon any part of the work shall be remedied and made good by the CONTRACTOR.

2.11 The CONTRACTOR will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof, and will be required to make good at his own cost any damage or injury occurring from any cause.

3.0 COMMENCEMENT OF WORK

3.1 CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in the written "Notice to Proceed" of the CITY and to fully complete the project within **45** calendar days following the commencement date as specified in same.

3.2 Time is the essence of the contract. In the event the CONTRACTOR shall fail in the performance of the work specified and required to be performed within the time limit set forth in the contract, after due allowance for any extension or extensions of time made in accordance with herein before set forth, the CONTRACTOR shall be liable to the CITY, as liquidated damages and not as penalty, in the amount stipulated therefore in the General Conditions for Construction or in other documents for each and every calendar day that the CONTRACTOR shall be in default of completion.

The CITY shall have the right to deduct said liquidated damages from any amount due, or that may become due the CONTRACTOR, or to collect such liquidated damages from the CONTRACTOR or his Surety.

3.3 CONTRACTOR shall, as soon as practicable after signature of contract, confirm with City Engineer in writing, the names of subcontractors as originally proposed for principal parts of work, and for such others as City Engineer may direct.

Contractor shall not employ an that City Engineer may, within a reasonable time, object to as incompetent or as unfit.

4.0 LIQUIDATED DAMAGES

4.1 The CONTRACTOR further agrees to pay $**1,000.00** per day as liquidated damages, for failure to begin within ten (10) days of "Notice to Proceed" or failure to complete the work within **45** calendar days from the commencement date to be indicated in the written "Notice to Proceed".

5.0 PROTECTION OF EXISTING FACILITIES

5.1 The CONTRACTOR warrants that prices include the protection and continuous use of all existing sewers, conduits, drains, pipes, buildings, walks, bridges, guard rails and other construction encountered, and the prompt repairing of any damage done to them during the progress of the work, or from insufficient support thereafter; also all the filling, backfilling, tamping, ramming, puddling and consolidating; the removal and disposal of all rubbish and surplus material; also all pumping bailing draining or unwatering of all excavations, incidental to the execution of the work; also the furnishing of all necessary labor, tools, equipment, materials and supplies, etc. and the performance of the whole work mentioned in the detailed plans and specifications necessary to give a finished result, and including all expense incurred in or in consequence of the suspension or discontinuance of the said work specified and a faithful compliance with each and every one of the requirements of the contract and for the maintenance of the entire work and construction in good condition and repair until final acceptance.

5.2 The CONTRACTOR shall assume full responsibility and expense for the protection of all public and private property, structures, water mains, sewers, utilities, etc., both above and below ground, at or near the site or sites of the work being performed under the contract, or which are in any manner affected by the prosecution of the work or the transportation of men and materials in connection therewith. The CONTRACTOR shall give reasonable written notice in advance to the department of the CITY having charge of any property or utilities owned by the CITY and to other owner or owners of public or private property or utilities when they shall be affected by the work to be performed under the contract, and shall make all necessary arrangements with such department, departments, owner or owners for the removal and replacement or protection of such property or utilities.

6.0 INDEMNIFICATION

6.1 The CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of CONTRACTOR, its agents, servants, or employees in the performance of services under this Agreement.

6.2 CONTRACTOR shall indemnify and save harmless and defend CITY, its agents, servants and employees from against any kind and all causes, claims, demands,

actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and appellate attorney's fees) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the CITY, its agents, servants or employees arising from this contract or its performance. The CONTRACTOR and the CITY hereby agree and covenant that the CONTRACTOR has incorporated in this original bid, which constitutes the contract sum payable by the CITY to the CONTRACTOR, specific additional consideration sufficient to support this obligation of indemnification provided for in this paragraph. It is the CITY'S and CONTRACTOR'S full intention that this provision shall be enforceable and said provision shall be in compliance with Florida Statute 725.06.

6.3 The execution of this Agreement by the CONTRACTOR shall obligate CONTRACTOR to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in the *Insurance Advisory Form,* herein. However, the indemnification provision, and the insurance provision contained in this Contract are not interdependent of each other, each one is separate and distinct from the other.

6.4 The obligation of the CONTRACTOR to indemnify the CITY is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the CITY or the CONTRACTOR.

7.0 PAYMENT BY CITY

7.1 The CITY agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions as provided in the specifications.

8.0 CHANGES IN THE WORK

8.1 The CITY, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

8.2 All change orders and adjustments shall be in writing and approved by the City Manager or City Commission if required, otherwise, no claim for extras will be allowed.

8.3 The General Contractor and all of his subcontractors shall be apprised of, and familiar with, the following conditions and procedures governing extra work under the Contract:

8.3.1 Any change order has to be recommended by the City Manager and officially approved by the City Commission before any steps are taken to implement the change order.

8.3.2 Should the CONTRACTOR or any of his subcontractors commence with

the work without making a claim in writing for unforeseen extra work he encounters, it will be construed as an acceptance and agreement by him that any such work is required under the contract and no future claim for extras will be considered or allowed by the CITY.

8.3.3 No claim for extra work will be allowed unless and until authority for same by written Change Order has been obtained from the City Manager or the City Commission of Boynton Beach, if necessary, which authorization will be signed by the Mayor.

8.3.4 Changes in the work directed in writing by the CITY'S Representative under the following procedures shall become a part of the Contract by a written Change Order.

8.3.5 Information regarding changes in the work involving claims to the CITY for additional work, credits, and/or adjustments under the contract shall be promptly transmitted in writing by the General CONTRACTOR to the CITY'S Representative with full explanations and justifications for his consideration in preparing a Change Order to the Contract.

8.4 The value of any change ordered under the Contract for extra work and/or any reductions in work required, shall be determined under one or more of the following procedures before a written Change Order is issued:

8.4.1 By such applicable unit prices, if any, as are set forth in the Contract except in those cases where increases in quantities exceed fifteen (15) percent of the original bid quantity and the total dollar change of that bid item is significant in the opinion of the Engineer, the unit price shall be subject to review to determine if a new unit price should be negotiated; or

8.4.2 If no such unit prices are set forth, then by a lump sum or other unit prices mutually agreed upon by the CITY and the CONTRACTOR; or

8.4.3 By cost reimbursement, which is the actual cost for labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work plus fifteen (15) percent to cover the cost of general overhead and profit. For all labor and foreman in direct charge of the authorized operations, the CONTRACTOR shall receive the current local rate of wages to be agreed upon in writing before starting such work, for each hour said labor and foreman are actually engaged thereon. An upper limit of total cost and of profit shall be agreed upon and shall not be exceeded unless approved by the CITY.

8.4.3.1 The CONTRACTOR shall submit sufficient cost and pricing data to enable the Engineer to determine the necessity and reasonableness of costs and amounts proposed and the allowed and eligible costs proposed.

8.4.3.2 The CONTRACTOR shall have an accounting system which accounts for such costs in accordance with generally accepted accounting principles. This system shall provide for the

identification, accumulation and segregation of allowable and unallowable Change Order costs.

8.4.3.3 Where it is indicated that the Contract is federally or State assisted, the CONTRACTOR'S attention is directed to the applicable rules and regulations relative to cost principles which must be used for the determination and allowability of costs under grant.

8.4.3.4 In no case shall fringe benefit costs on direct labor costs exceed forty (40) percent of direct labor costs.

8.4.3.5 In no case shall the CONTRACTOR and Subcontractors' general overhead and profit in the aggregate exceed fifteen (15) percent of the total cost of direct labor, fringe benefits, direct overhead, materials, supplies, equipment and directly related services supplied by him. Among the items considered as general overhead are bonds, insurance, incidental job burdens, supervision and general office expenses.

8.4.3.6 In no case shall the CONTRACTOR'S cost for administering subcontracts exceed five (5) percent of the subcontractors' cost not including subcontractors' profit.

8.4.3.7 For special equipment and machinery such as power driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economic performance of the authorized work, the CONTRACTOR shall receive payment based on the agreed rental price for each item of equipment and the actual time of its use on the work provided that the rental price shall not exceed the current rates published by the Equipment Guide Book Company in the Blue Book, "Rental Rates for Construction Equipment". Rate shall be daily, weekly or monthly as appropriate.

8.4.3.8 Records of extra work done shall be reviewed at the end of each day by the CONTRACTOR and the Engineer. Such daily records shall clearly distinguish between the work done under the contract and that done under the Change Order. Duplicate copies of the accepted daily records shall be made, signed by the CONTRACTOR and the Engineer and one copy retained by each.

8.5 Claim of payment for extra work shall be submitted by the CONTRACTOR upon certified statement supported by receipted bills. Such statements shall be submitted for the current contract payment for the month in which the work was done. No claim for extra work shall be allowed unless that same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is completed.

8.6 No Field Change Directive or Change Order shall be authorized by the Project Manager if the Contractor has added language to the Field Change Directive or Change Order or to any cover letter, e-mail, facsimile, or other written document

which accompanies the Field Change Directive or Change Order in which the contractor attempts to reserve any future right or claim arising out of the work which is the subject of the Field change Directive or Change Order.

9.0 INSURANCE

9.1 The CONTRACTOR shall maintain during the term of this contract commercial liability, motor vehicle, and property damage insurance, acceptable to the CITY, covering the work contracted and all operations connected herewith, and whenever any of the work in the contract is to be sublet, CONTRACTOR'S contingent or protective liability and property damage insurance. Such insurance shall provide limits not less than those set forth on the insurance requirement schedule *Insurance Advisory Form.*

9.2 Required insurance shall be documented in a certificate of insurance which provides that the CITY of Boynton Beach shall be notified at least fifteen (15) days in advance of cancellation, nonrenewal or adverse change. Contractor agrees to furnish policies if Certificate of Insurance is not acceptable.

9.3 The CONTRACTOR shall take all necessary precautions to prevent the generation of loud, unnecessary noise in conjunction with his operations at the work site. Internal combustion engines used with construction equipment shall be equipped with mufflers, as required by the Code of the City of Boynton Beach, and the CONTRACTOR shall comply with all requirements of this Code as they pertain to prevention of noise. No pile driver, excavating or other construction equipment, pneumatic hammer, derrick, the use of which is attend by loud or unusual noise, shall be operated between the hours of 6:00 P.M. and 7:00 A.M., except by written permission of the City Manager, and then only in case of emergency.

11.0 GUARANTEE AND WARRANTIES

11.1 All the work shall be guaranteed to remain in good condition for one year from date of acceptance.

12.0 TERMINATION OF CONTRACT

12.1 If the work to be performed under the contract is assigned by the CONTRACTOR other than provided for herein; if the CONTRACTOR should be adjudged as bankrupt; if a general assignment of his assets be made for the benefit of his creditors; if a receiver should be appointed for the CONTRACTOR or any of his property; if at any time the Engineer shall certify in writing to the City Manager that the performance of the work under the contract is being unnecessarily delayed or that the CONTRACTOR is willfully violating any of the conditions, provisions, or covenants of the contract, plans or specifications, or that he is executing the same in bad faith or otherwise not in accordance with the terms of the contract; if the work be not fully completed within the time named for its completion or within the time to which such completion date may be extended; or if other just causes exist, the City Manager may serve ten (10) days' written notice upon the CONTRACTOR of the intent to terminate the contract for the CITY and if the CONTRACTOR shall not, prior to the effective date of termination

set forth in such notice, take such measures as will, in the judgment of the City Manager, ensure the satisfactory performance of the work, the City Commission and the City Manager may declare the contract terminated on the effective date specified in such notice, or any date subsequent thereto. In the event of such termination, the City Manager shall notify the CONTRACTOR and Surety and the CONTRACTOR shall immediately respect such notice and stop work and cease to have any right to the possession of the ground and shall forfeit his contract. Upon such termination, the City Manager shall provide the Surety with written notice of the CITY'S action and the Surety shall within ten (10) days of receipt of said notice remedy the default or the Surety shall as expeditiously as possible:

12.1.1 Complete the contract in accordance with its terms and conditions, or

12.1.2 Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety and the CITY of the lowest responsible bidder, make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts or completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by CITY to CONTRACTOR under the contract and any amendments thereto, less the amount properly paid by CITY to CONTRACTOR.

13.0 CONTRACT CONTROLS

13.1 The subject contract between the CITY and the CONTRACTOR shall supersede any and all documents executed between the parties relative to the project. In the event of any inconsistencies, the terms, provisions and conditions set forth in the subject contract shall supersede all other documents and shall be controlling.

14.0 TIME OF ESSENCE

14.1 Inasmuch as the provisions hereof, and of the specifications herein, and of all the other contract documents relating to the times of performance and completion of the work are for the purpose of enabling the CITY to complete the construction of a public improvement in accordance with a predetermined program, all such time limits are of the essence of the contract.

15.0 REMEDY FOR DELAY

15.1 In the event of any delay in the project caused by any act or omission of the CITY, its agents or employees, by the act or omission of any other party, or delay caused by weather conditions or unavailability of materials, the sole remedy available to CONTRACTOR shall be by extension of the time allocated to complete the project. No monetary damages shall be claimed or awarded to CONTRACTOR in association with any delay in the project caused by an act or omission of the CITY, its agents or employees.

15.2 Failure on the part of CONTRACTOR to timely process a request for an extension of time to complete the work shall constitute a waiver by CONTRACTOR and CONTRACTOR shall be held responsible for completing the work within the time allocated by this contract.

15.3 All requests for extension of time to complete the work shall be made in accordance with the General Conditions for Construction.

15.4 For the purpose of this section the phrase "the CITY, its agents and employees" shall include but shall not be limited to the architect, project manager and consulting engineers.

16.0 INTEGRATED CONTRACT.

16.1 This Contract, together with attachments or addenda, represents the entire and integrated Contract between the City and the Contractor and supersedes all prior negotiations, representations, or Contracts written or oral. This Contract may be amended only by written instrument signed by both city and Contractor.

17.0 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

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

CITY OF BOYNTON BEACH

By:_____
Lori LaVerriere, City Manager

ATTEST:

_____
Judy Pyle, City Clerk

____ day of _____, 2017

APPROVED AS TO FORM:

_____
James A. Cherof, City Attorney

Attest: By: DETAILED SPORTS TURF CONSTRUCTION, INC.

_____ _____

Print Name: _____

Date:_____ Title: _____

(SEAL)

STATE OF FLORIDA)
) SS
COUNTY OF)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ of who is personally known to me or has produced _____ as identification, and acknowledged execution of the foregoing Agreement as the proper official of _____of for the use and purposes mentioned in it and that the instrument is the act and deed of the Corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and

County aforesaid on this _____ day of _____, 2017.

_____
NOTARY PUBLIC
My Commission Expires:

Alibrandi, Julianne

From: Tapper, Ronald
Sent: Monday, February 06, 2017 11:32 AM
To: Alibrandi, Julianne
Cc: Landgraf, Glenn
Subject: Golf Course Greens Bid Memo

Julie,

After Glenn and myself have reviewed the "3" bids for the golf course greens, staff is recommending that we accept the $241,745 bid from Detailed Sports Turf Const., INC.

Thanks,
Ron Tapper

Ronald Tapper
Golf Course Manager/Head Golf Professional
The Links at Boynton Beach Golf Course
City of Boynton Beach
8020 Jog Rd. | Boynton Beach, Florida 33472
561-742-6511 | 561-966-1700
TapperR@bbfl.us | http://www.boynton-beach.org/

America's Gateway to the Gulfstream

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

PUTTING GREENS RESURFACING FOR THE LINKS AT BOYNTON BEACH

BID DUE DATE: JANUARY 31, 2017
BID: DUE TIME: 2:30 P.M.
BID No.: 011-2910-17/JMA

"Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

VENDORS	BENSON CONSTRUCTION CO., INC. 197 Vanceville County Line Road Tifton, GA 31794 Tel: (229) 386-0202 Fax: (229) 387-7729 E-mail: bensonco@netzero.net Contact: James Benson	DETAILED SPORTS TURF CONST., INC. 9142 SE Pomona Street Hobe Sound, FL 33455 Tel: (772) 546-8013 Fax: (772) 546-6207 E-mail: DSTsportsturf@aol.com Contact: Thomas J. Morrow	TDI USA 415 NW Flagler Avenue, Unit 302 Stuart, FL 34994 Tel: (772) 286-3419 Fax: (772) 286-2855 Contact: Geoff Corlett
ORIGINAL AND THREE (3) COPIES SUBMITTED	YES	YES	YES
BIDDER ACKNOWLEDGEMENT SUBMITTED	YES	YES	YES
ACKNOWLEDGEMENT OF ADDENDA SUBMITTED - 1, 2, 3	YES	YES	YES
STATEMENT OF BIDDER'S QUALIFICATIONS SUBMITTED	YES	YES	YES
***REVISED* BID PROPOSAL PAGES**			
2.1 Resurfacing of Championship Course Greens Total Cost	**$166,500.00**	**$160,200.00**	**$171,000.00**
2.2 Resurfacing of Putting Green Total Cost	**$7,650.00**	**$17,425.00**	**$14,025.00**
2.3 Resurfacing of Practice Chipping Green Total Cost	**$8,000.00**	**$6,560.00**	**$5,888.00**
2.4 Resurfacing of Back Teaching Green Total Cost	**$8,000.00**	**$6,560.00**	**$5,888.00**
Addendum 1 - Fumigate with Basimid Total Cost	**$34,650.00**	**$29,400.00**	**$24,150.00**
Addendum 1 - Sod collars and slope Total Cost	**$26,400.00**	**$21,600.00**	**$22,560.00**
TOTAL LUMP SUM BID:	**$251,200.00**	**$241,745.00**	**$243,511.00**
ADD ALTERNATE TOTAL LUMP SUM:	**$6,800.00**	**$12,500.00**	**$9,956.80**

PUTTING GREENS RESURFACING FOR THE LINKS AT BOYNTON BEACH

BID DUE DATE: JANUARY 31, 2017
BID: DUE TIME: 2:30 P.M.
BID No.: 011-2910-17/JMA

"Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

VENDORS	**BENSON CONSTRUCTION CO., INC.** **197 Vanceville County Line Road** **Tifton, GA 31794** **Tel: (229) 386-0202** **Fax: (229) 387-7729** **E-mail: bensonco@netzero.net** **Contact: James Benson**	**DETAILED SPORTS TURF CONST., INC.** **9142 SE Pomona Street** **Hobe Sound, FL 33455** **Tel: (772) 546-8013** **Fax: (772) 546-6207** **E-mail: DSTsportsturf@aol.com** **Contact: Thomas J. Morrow**	**TDI USA** **415 NW Flagler Avenue, Unit 302** **Stuart, FL 34994** **Tel: (772) 286-3419** **Fax: (772) 286-2855** **Contact: Geoff Corlett**
COMPUTER GENERATED HORIZONTAL BAR CHART - PROJECT SCHEDULE	NO	NO - Will provide if awarded.	YES
BID BOND SUBMITTED	YES AMCO Ins. Co/Nationwide Ins.	YES Philadelphia Indemnity Ins. Co.	YES Guarantee Co. of NA USA
BIDDER'S SITE INSPECTION CONFIRMATION SUBMITTED - MANDATORY	YES	YES	YES
NON COLLUSION AFFIDAVIT SUBMITTED	YES	YES	YES
ANTI-KICKBACK AFFIDAVIT SUBMITTED	YES	YES	YES
CONFIRMATION OF MINORITY OWNED BUSINESS SUBMITTED	YES/NOT A MINORITY OWNED BUSINESS	YES/NOT A MINORITY OWNED BUSINESS	YES/NOT A MINORITY OWNED BUSINESS
CONFIRMATION OF DRUG FREE WORKPLACE SUBMITTED	YES	YES	YES
SAFETY PROGRAM COMPLIANCE SUBMITTED	YES	YES	YES
SCHEDULE OF SUB-CONTRACTORS SUBMITTED	YES/TWO	YES/NONE	YES/NONE
PALM BEACH COUNTY INSPECTOR GENERAL ACKNOWLEDGEMENT SUBMITTED	YES	YES	YES
COMMENTS:	COI, GC License	COI, Licenses, Project References Resumes	Professional Licenses, Resumes

BID FOR

PUTTING GREENS RESURFACING FOR THE LINKS AT BOYNTON BEACH

BID No.: 011-2910-17/JMA

COPY

MANDATORY PRE-BID CONFERENCE
January 12, 2017, at 9:00 A.M.

LINKS AT BOYNTON BEACH CLUBHOUSE
8020 JOG ROAD
BOYNTON BEACH, FL. 33437

BID OPENING DATE: JANUARY 31, 2017
BID OPENING TIME: 2:30 P. M.
CONFERENCE ROOM "B" CITY HALL

BID FOR PUTTING GREENS RESURFACING FOR THE LINKS AT BOYNTON BEACH

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The City of Boynton Beach

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

BID FOR
PUTTING GREENS RESURFACING FOR THE LINKS AT BOYNTON BEACH

BID No.: 011-2910-17/JMA

Sealed bids will be received in PROCUREMENT SERVICES, City of Boynton Beach, 100 E. Boynton Beach Boulevard, or mail to P.O. Box 310, Boynton Beach, Florida 33425-0310 on or before: **JANUARY 31, 2017; No Later Than 2:30 P.M. (Local Time).**

Bids will be opened in: CONFERENCE ROOM "B" - CITY HALL
2ND FLOOR unless otherwise designated

SCOPE OF BID:

The City of Boynton Beach is seeking a Golf Course Contractor to provide the material, labor, tools, and equipment for the resurfacing of the Championship Course Putting Surfaces including the practice putting green, the chipping green, and the teaching green at the Links of Boynton Beach Golf Course.

Copies of this solicitation package may be obtained from Demandstar at Onvia at www.demandstar.com or by calling 1-800-711-1712. Demandstar distributes the City's solicitations through electronic download. If you prefer that a copy be mailed via U.S.P.S., please contact the City's Procurement Division at (561) 742-6322. Respondent(s) who obtain copies of this solicitation from sources other than Demandstar or the City's Procurement Services Division may potentially risk not receiving certain addendum(s) issued as a result of the solicitation.

A **MANDATORY Pre-Bid Conference** will be held on **January 12, 2017 at 9:00 A.M.** in the Links at Boynton Beach Clubhouse, 8020 Jog Road, Boynton Beach, FL 33437. Proof of attendance for the Mandatory Pre-Bid Conference will be indicated by the Bidders' signature or their appointee on the attendance sheet provided.

This meeting will be immediately followed by a Mandatory Site Visit. The **Mandatory Site Visit Form** (page BSI-1 of the bid) must be signed by the Project Manager (or his designee) and submitted with the Bid for the Bid to be considered "complete and acceptable".

Bidders shall submit **one (1) marked original and three (3) copies of the completed bid package** in a sealed envelope to the address above. The Project Name, Bid Number, and time and date of the Bid Opening shall be clearly marked on the outside of the sealed envelope. Facsimile or electronic responses shall not be accepted.

All Bids will be publicly opened. Bids received after the assigned date and time will NOT be considered. The Procurement Services time stamp shall be conclusive as to the timeliness of filing. The City of Boynton Beach is not responsible for the U.S. Mail or private couriers in regard to mail being delivered by a specified time so that Bids can be considered. The City reserves the right to consider Bids that have been determined by the City to be received late due to mishandling by the City after receipt of the Bids and prior to award being made.

Bidders may not withdraw their Bid for a period of ninety (90) calendar days after the day set for the opening of Bids.

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. 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 reissued competitive solicitation, or until the City withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than twelve 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 charges will be incurred to obtain copies.

CONE OF SILENCE:

Per Palm Beach County Code Section 2-355 after the deadline to respond to this Bid, members of the City Commission are prohibited from communicating directly or indirectly with Bidders regarding the substance of the proposal submittals until such time as the City Commission (1) awards or approves a contract, (2) rejects all responses, or (3) otherwise takes action which ends the solicitation process. Improper communications during this "Cone of Silence" period may result in a penalty as outlined in Palm Beach County Code Section 2-357.

Any questions relative to any item or portion(s) of this bid should be directed to Julianne Alibrandi, Senior Buyer, (561) 742-6322; E-mail: alibrandij@bbfl.us; Monday through Friday, 8:00 A.M. to 5:00 P.M.

CITY OF BOYNTON BEACH

Tim W. Howard
Assistant City Manager - Administration
Director of Financial Services

INSTRUCTIONS TO BIDDERS

1. GENERAL:

The following instructions are given for the purpose of guiding bidders in properly preparing their bids or proposals. These directions have equal force and weight with the specifications and strict compliance is required with all the provisions herein contained.

2. SCOPE OF WORK:

2.1 Resurfacing of Eighteen (18) Championship Course Greens – 90,000 sq. ft.

A. Bidder Requirements

Bidders for this project must have completed at least three comparable projects within 500 hundred miles of The City of Boynton Beach within the past three years. Bidder shall provide a list of completed projects with contact information to include reference name, address, telephone number and e-mail address.

Bidder shall provide copies of their Business Tax License, and relevant certifications, e.g.; Florida Nursery Growers and Landscape Association (FLNGA) certification.

B. Timing

Green resurfacing of the Championship Course 1 through 18 and the three practice and putting greens, shall begin on May 15, 2017 and be completed by June 16, 2017. These greens are to be planted by this date to facilitate the growth in a timely manner.

C. Summary

These specifications and notes are meant to provide for the resurfacing of the Championship Course Putting Surfaces #1 through #18. These greens were originally constructed to USGA Specifications and the greens mix depth of 12" has increased to an average of 22" over the last 23 years. Sod and excess soil (8"- 10") are to be moved to designated areas. Following completion of work, this sod is to be worked with a power rototiller until smooth and shaped. Any damage from haul zones/roads is to be repaired by the bidder.

D. Construction Notes

1. Establish perimeter of the greens.

2. Survey existing putting surfaces and determine area of expansion to increase current square footage to original design square footage.

3. Lay out all work areas around greens for tie-ins.

4. Using sod cutter set to a 2-inch depth, cut the sod in 2 directions and remove to designated areas.

5. Core green 8 inches to 10 inches to return mix depth to 12 inches which was USGA-specified depth above gravel.

6. Tie in cored area with surrounds to create free-flowing properly training greens and surround slopes.

7. Probe into the soil subsurface gravel to be sure of the existing greens mix depth. Do not rototill into the gravel.

8. Rototill all cored and stripped areas. Do the entire surface three times. Smooth to a final grade and assure a uniform soil depth.

9. Finish shape; float out work areas for grassing.

10. Sod collars and slope areas with *419 Bermuda* grass.

11. Sprig greens with certified *TifEagle Bermuda* grass at a rate of 30 bushels per thousand square feet for #1 through #9. Sprig at a rate of 40 bushels per thousand square feet for #10 through #18.

12. Sprig travel, dump and bury areas as needed with *419 Bermuda* sprigs.

2.2 Resurfacing of Practice Putting Green - 8,500 sq. ft.

Summary

This green was constructed in 2009 to USGA specifications; therefore it only needs resurfacing with *TifEagle Bermuda* grass.

Construction Notes:

Refer to **D. Construction Notes**

2.3 Resurfacing of Practice Chipping Green – 3,200 sq. ft.

Summary

This green will be stripped and cored to a depth of 6 inches and replaced with a new greens mix (80/20 Canadian Peat) and sprigged with *TifEagle Bermuda* grass.

Construction Notes:

Refer to **D. Construction Notes**

2.4 Resurfacing of Back Teaching Green – 3,200 sq. ft.

Summary

This green will be stripped and cored to a depth of 6 inches and replaced with a new greens mix (80/20 Canadian Peat) and sprigged with *TifEagle Bermuda* grass.

Construction Notes:

Refer to **D. Construction Notes**

3. LOCATION OF WORK:

The location of the work is: **8020 Jog Road, Boynton Beach, FL 33437.**

4. OWNER'S REPRESENTATIVE:

Glenn Landgraf, Golf Course Superintendent will serve as Project Manager in all matters pertaining to the work on this project.

5. LANDSCAPE ARCHITECT: N/A

6. COPIES OF DRAWINGS AND SPECIFICATIONS:

Bidders may obtain copies of the bid documents and drawings, plans, and Specifications from www.demandstar.com; or by contacting the Finance/Procurement Office at (561) 742-6322.

7. PERSONAL INVESTIGATION (Conditions of Work) AND OBLIGATION OF BIDDER:

A. Each bidder shall inform himself fully of the conditions relating to the resurfacing of the putting greens and the employment of labor thereon. Failure to do so shall not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out

the provisions of his Contract.

B. At the time of the opening of bids, each bidder shall be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and Contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to Bidder's Bid. Nothing in this bid shall be interpreted or construed as relieving any Bidder of any obligation to conduct or attend a mandatory site inspection, as may be required and referenced elsewhere in these Bid documents.

8. INTERPRETATIONS, INCONSISTENCIES AND ADDENDA:

Prospective bidders may request interpretation of the meaning of the specifications in writing from the City of Boynton Beach. To be considered, such a request shall be received no later than **January 20, 2017**. The Contractor shall be bound by the specifications and any and all interpretations and supplemental instructions issued in the form of a written addendum(s).

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 the Finance/Procurement Office, it is each bidder's responsibility to check with the issuing office 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 an addendum in this manner. Each bidder shall acknowledge receipt of ALL addenda by notation on the bid submittal forms.

Incorporation in a bid of exceptions to any portions(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 bid 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.

9. PREPARATION OF BID:

Each bidder shall submit an original (so marked) and three additional copies of the bid and its accompanying statements. The bid shall be submitted with all the blanks on the bid form filled in. The bid shall be enclosed in a sealed envelope plainly marked on the outside:

PUTTING GREENS RESURFACING FOR THE LINKS AT BOYNTON BEACH
BID No.: 011-2910-17/JMA

All blank spaces must be filled in as noted, in ink or typed, in both words and figures with the amounts extended and totaled, and no changes shall be made in the phraseology of the forms or in the items mentioned therein. In case of any discrepancy between the written amounts and the figures, the written amounts shall govern. The bid shall contain a manual signature of an authorized representative in the space provided on all affidavits and proposal sheets.

A corporation's bid shall be signed by the corporation's President or Vice President, attested by the corporation Secretary and shall bear the corporate seal. A general partnership's bid shall be signed by a general partner. A limited partnership's bid shall be signed by a general partner. A sole proprietor's bid shall be signed by the sole proprietor. The bidder IS required to be licensed to do business as an individual, partnership or corporation in the State of Florida.

If forwarded by mail, the sealed envelope containing the bid shall be enclosed in a mailing envelope addressed to Procurement Services, City of Boynton Beach, P.O. Box 310, 100 E. Boynton Beach Boulevard, Boynton Beach, Florida 33425-0310.

10. SUBMISSION OF BIDS:

All bid forms must be executed and submitted in a sealed envelope by **JANUARY 31, 2017, NO LATER THAN 2:30 P.M.** The face of the envelope shall contain the company's name and address, bid title, and bid number. Bids not submitted on attached bid forms may be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. If bids are submitted in advance of bid day, they shall be received at the Office of Procurement Services, City of Boynton Beach, 100 E. Boynton Beach Boulevard, Boynton Beach, Florida, or mail to P.O. Box 310, Boynton Beach, Florida 33425-0310.

11. REJECTION OF BIDS:

The City reserves the right to reject any or all bids and to waive technical errors, or to accept any bids that are in part deemed as the most responsive, responsible bidder which represents the most advantageous bid to the City. In determining the "most advantageous bid" price, quantifiable factors, and other factors are considered. Any or all bids will be rejected, if there is reason to believe that collusion exists among the bidders. Bids will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or irregularities of any kind. The City reserves the right to reject any or all bids and to waive such technical errors as may be deemed best for the interests of the City.

12. PUBLIC ENTITY CRIMES:

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(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described in 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."

13. WITHDRAWALS:

Any bidder may, without prejudice, withdraw or modify his bid at any time prior to the expiration of the time during which bids may be submitted. A request for withdrawal or a modification shall be in writing and signed by a person who submitted the original bid. After expiration of the period for receiving bids, no bid shall be withdrawn, modified, or explained.

14. CONTRACT:

A. The bidder to whom award is made shall execute the Contract to do the work and maintain the same in good repair, and shall furnish good and sufficient bonds as hereinafter specified, within ten (10) days after receiving such Contract for execution. If the bidder to whom the first award is made fails to enter into the Contract as herein provided, the award may be annulled and a Contract let to the next higher bidder who is reliable and responsible in the opinion of the City. Such bidder shall fulfill every stipulation embraced herein as if he were the original party to whom award was made. A corporation to which a Contract is awarded will be required to furnish a certificate as to its corporate existence and evidence that the officer signing the Contract is authorized to do so on behalf of the corporation.

15. BID GUARANTY/BID BOND:

15.1 All bids shall be submitted upon the bid form(s) herein, or verbatim copy thereof. Bids shall be accompanied by an acceptable 5% bid bond, cash, certified check, or money order if the bid amount **exceeds $25,000.00**. Said bid bond is to be furnished and executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a Registered Agent in Florida for purposes of service of process. The bid bond amount shall be 5% of the bid price and shall constitute a guarantee that the contractor, if awarded the contract, will enter into a written contract with the City to perform this work pursuant to the bid.

15.2 Guaranty of the successful bidder shall be forfeited to the City upon the successful bidder's failure or refusal to execute and deliver the Contract and bonds required within ten (10) days after he has received the Contracts for execution, not as a penalty, but as liquidated damages for the costs and expense incurred should said bidder fail to submit satisfactory surety or fail to comply with any other requirements of the specifications or of his bid. Such, checks or Bid Bonds will be returned to all except the awarded vendor after Commission award. The awarded vendor's bid bond will be returned upon receipt of: Payment Bond, Public Construction Bond, Contract, and insurance requirements.

16. PUBLIC CONSTRUCTION BOND:

A. Bidder shall submit in conjunction with its bid a statement identifying the surety company or companies which will provide the Public Construction Bond required under the terms of the Contract should bidder be the successful bidder and be awarded the Contract. The disclosure shall contain an affirmation by bidder that the surety so designated has preliminarily agreed to issue the Public Construction Bond required under the terms of the Contract should bidder be awarded the Contract.

B. Within ten (10) days of receipt of the Contract documents for execution, the successful bidder shall furnish a Public Construction Bond in the amount of 100 percent of the accepted bid as security for faithful performance of his Contract and for payment of all persons performing labor or furnishing materials in connection therewith, prepared on the form or bond attached hereto.

C. The Contractor is required at all times to have a valid Public Construction Bond in force covering the work being performed. A failure to have such bond in force at any time shall constitute a default on the part of the Contractor.

If the surety company writing the Public Construction Bond becomes disqualified according to the provisions of Article 18 below, then this shall automatically constitute failure on the part of the Contractor to meet the above requirements unless Contractor provides substitute Public Construction Bond within thirty (30) days of written demand by the CITY.

D. The Public Construction Bond shall continue in effect for one (1) year after completion and acceptance of the work with liability equal to 25% of Contract price, or an additional bond shall be conditioned that the Contractor will, upon notification by the City, correct any defective or faulty work or materials which appear within one (1) year after completion of the Contract.

17. POWER OF ATTORNEY:

Attorneys-in-fact who sign Bid Bonds or Contract Bonds shall file with each bond an original, certified and dated copy of their power of attorney.

18. QUALIFICATION OF SURETY:

The Bid Bond and the Public Construction Bond shall be executed by a surety company of recognized standing authorized to do business in the State of Florida and having a resident agent in the State of Florida for purposes of service of process. The surety company shall hold a current certificate of authority as acceptable surety on Federal Bonds, in accordance with U.S. Department of Treasury Circular 570, current revision, or meet the criteria established as to acceptable surety companies by the Board of Commissioners of State Institutions, March 18, 1958, or the equivalent thereof. A surety shall be deemed not qualified if the surety shall have a receiver appointed for it, or if it shall declare or file or has filed for bankruptcy.

19. SUBCONTRACTS:

If a bidder subcontracts any portion of a Contract for any reason, they must state the name and address of the subcontractor and the name of the person to be contracted on the enclosed "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.

20. 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.

21. INDEMNIFICATION:

The bidder's attention is directed to the indemnification requirements set out in the Contract, general conditions and special conditions. The bidder's bid shall include an amount sufficient to constitute sufficient consideration to support the Contractor's obligation to indemnify the City for claims or actions from any claim demand or cause of action arising from any act, omission or default of the CITY, its employees or agents, arising from the Contract or its performance.

22. RIGHTS OF THE CITY: The City expressly reserves the right to:

A. Waive any 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 opening time and date;

F. Procure any item by other means;

G. Increase or decrease the quantity specified in the Invitation to bid unless the bidder specifies otherwise;

H. Consider and accept any alternate bid as provided herein when most advantageous to the City.

23. TIME OF COMPLETION - CONSTRUCTION SCHEDULE/LIQUIDATED DAMAGES:

Bidder shall agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within **45** consecutive calendar days thereafter.

Final Completion shall be within 30 days of Substantial Completion and the Bidder agrees that if awarded the contract, bidder will complete said work in accordance with such date. Substantial Completion is defined in the General Conditions for Construction (no. 12.5).

Should the bidder (or in the event of a default, its Surety) fail to achieve certification of Substantial Completion by the contract completion date, the Owner will suffer damages, the amount of which is difficult if not impossible to ascertain; and the Owner shall be entitled to Liquidated Damages as specified for each calendar day beyond the contractual end date, until certification of Substantial Completion and acceptance thereof has been granted by the Owner. The Liquidated Damages rate is **$1,000.00 per day** through the date of certification of Substantial Completion.

24. BASIS OF PAYMENT:

Payment shall be made on the basis of prices given in the bid. Lump sum prices shall be paid on a percentage complete basis. Unit prices shall be applied to the actual quantities furnished and installed as specified in order to determine payment. Retentions shall be as specified in the Contract.

25. ACCEPTANCE PERIOD:

The bidder shall hold his bid good for acceptance by the City for a period of not less than ninety (90) days following the date of the bid opening. The Bid Guaranty required under Article 15 herein above shall be effective for this period.

26. INSURANCE SCHEDULE:

It shall be the responsibility of the successful bidder to maintain workers' compensation insurance, property damage, liability insurance and vehicular liability insurance, during the time any of his personnel are working on City of Boynton Beach property. Loss by fire or any other cause shall be the responsibility of the vendor until such time as the items and/or work has been accepted by the City. The vendor shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance to A.M. Best's Key Rating Guide, latest edition.

See Insurance Requirements – "Insurance Advisory Form".

27. KNOWLEDGE PRESUMED:

Bidder is deemed to have knowledge of all applicable state laws, municipal ordinances and rules and regulations of all authorities having jurisdiction over construction of the project.

28. ALTERNATES:

Where a base bid is provided for, the bidder shall submit a bid on the base bid and may exercise their prerogative in submitting an alternate bid. 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 whatsoever, is an approved equal, and reserves the unqualified right to a final decision regarding the approved or rejection of the same.

29. ASSIGNMENT:

Any Contract, or Purchase Order, issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City.

30. 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.

31. PALM BEACH COUNTY INSPECTOR GENERAL

The Successful Bidder shall be aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation and in furtherance thereof, may demand and obtain records and testimony from the Successful Bidder and its subcontractors and lower tier subcontractors. The Successful Bidder understand and agrees that in addition to all other remedies and consequences provided by law, the failure of the Successful Bidder or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the CITY to be a material breach of this Contract justifying its termination. Each Bidder shall complete the Palm Beach County Inspector General Acknowledgement Form and shall submit this form with the Bid/Proposal. The CITY considers the failure of the Contractor to submit this document to be a major irregularity, and may be cause for rejection of the Proposal.

32. 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 **Julianne Alibrandi, Senior Buyer; Monday through Friday, 8:00 A.M. to 5:00 P.M. at (561) 742-6322; E-mail alibrandij@bbfl.us**

GENERAL CONDITIONS FOR CONSTRUCTION

1. DEFINITIONS AND TERMS:

The terms used in these specifications are defined as follows:

OWNER:	CITY OF BOYNTON BEACH
OWNER'S REPRESENTATIVE:	The Project Manager assigned by the City of Boynton Beach.
ARCHITECT:	The person, firm or corporation designated by the Owner.
CONTRACTOR:	The person, firm or corporation with whom this Contract is executed by the Owner.
SUBCONTRACTOR:	Any person, firm or corporation other than the Contractor supplying material or labor for work at the site of the project. Such person or firm has contractual relations with the Contractor, but not with the Owner.
SURETY:	Any person, firm or corporation that has executed as Surety the Contractor's performance bond securing the performance of this Contract.
CONTRACT:	The agreement executed by the Owner and the Contractor covering the work to be performed and including all Contract Documents.
SPECIFICATIONS:	The detailed written description of the work.
DRAWINGS:	The drawings listed and described in the Contract Documents.
PROJECTS:	The entire construction or installation to be performed as set forth in the Contract Documents.
CLAIMS AND NOTICES:	A notice is defined to be information rendered by either party to the other upon a condition becoming known pursuant to the following requirements. All claims, requests, substitutions, changes, notice, delays and any and all other forms of notices or claims by the Contractor to the Owner or Engineer must be in writing and promptly presented. If none is so made, it is irrefutably presumed not to have been given by the Contractor to the Owner or Engineer.

2. CONTRACT DOCUMENTS:

This Contract consists of the following parts, all designated as the Project:

Advertisement for Bids	Certificate of Insurance
Information for Bidders	Public Construction Bond
Bid Proposal	Technical Specifications
Bid Bond	Contract Drawings
General Conditions for Construction	Addenda
Special Conditions for Construction	Construction Contract

3. DRAWINGS:

The general character and scope of the work are illustrated by the drawings which are separate and included by reference as part of these Contract Documents.

3.1 Checking the Drawings and Dimensions:

3.1.1. The Contractor shall check all drawings included as part of these Contract Documents immediately and shall promptly notify the Architect in writing of any discrepancies. Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings, shall be of like effect as if shown or mentioned in both.

3.1.2. Figures marked on drawings shall, in general, be followed in preference to scale measurements. Large scale drawings shall, in general, govern small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work, and will be responsible for any errors which might have been avoided thereby. When dimensions on the drawings are affected by the type of equipment selected, the Contractor shall adjust such dimension as conditions may require.

4. NOTICE TO PROCEED:

When the Contract has been executed on the part of the Owner, it shall be forwarded to the Contractor together with notice from the Owner to commence work. The Notice to Proceed will include the time for completion and the date to begin the Contract Time. The Contractor shall begin construction operations at the site within ten (10) calendar days after the date of the Notice to Proceed.

5. PRE-CONSTRUCTION CONFERENCE:

Prior to starting the work, a pre-construction conference will be held to review the work schedules, to establish procedures for handling shop drawings and other submissions, for processing periodical pay estimates, and such other matters as may be pertinent to the project and submit a preliminary shop drawing schedule.

6. PROGRESS AND CONTROL OF THE WORK:

6.1. Schedule and Progress Reports:

The Contractor must submit a proposed schedule of the work (Gantt or CPM Chart) and a preliminary list and schedule of shop drawing submissions at the pre-construction conference. The purpose of this list and schedule is to enable the Owner and the Architect to govern the work, to protect the functions of the local government and its citizens, and to aid in providing appropriate surveillance. The Owner shall have the right to reschedule work provided that rescheduling is in accord with the remainder of the terms of this Contract. The schedule shall show, as a minimum, the approximate dates on which each segment of the work is expected to be started and finished, the anticipated earnings by the Contractor for each month, and the approximate number of crews and equipment to be used. The Architect, after necessary rescheduling and obtaining additional information for specific purposes, shall review and approve the schedule. The Contractor shall also forward to the Architect and Project Manager as soon as possible after the first day of each month, a summary report of the progress of the various parts of the work under the Contract, in fabrication and in the field stating the existing status, estimated time of completion, and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Architect and Owner's review and approval. The detailed construction schedule shall be updated monthly and submitted with the Contractor's request for payment.

6.2. Approval of Subcontracts:

6.2.1. The Contractor shall submit with the bid proposal a list of names of subcontractors proposed to perform the work. The Contractor shall propose an acceptable substitute subcontractor if the Owner or Architect has an objection to any person or entity listed.

6.2.2. The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

6.2.3. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

6.3. Prosecution of Work:

6.3.1. The work shall be prosecuted at such time or in or on such part or parts of the project which such forces of workmen, materials and equipment as may be ordered by the Architect in writing, to complete the project as outlined in the drawings, specifications, Contract and schedules, including such detailed drawings as may be furnished by the Architect from time to time during the prosecution of the work in explanation of said drawings. If at any time the materials and appliances to be used appear to the Architect as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase his efficiency or to improve the character of his work. The Contractor shall conform to such an order. The

failure of the Architect to demand any increase of such efficiency or any improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress necessary to complete the work within the limits imposed by the Contract.

6.3.2. The Contractor shall perform the work and take such precautions as he may deem necessary to complete the project so all work will be in first-class and acceptable conditions within the Contract time according to schedule.

6.3.3. If the Contractor desires to carry on work at night or outside the regular hours, he shall submit application to the Owner, but he shall allow ample time to enable satisfactory arrangements to be made for inspecting the work in progress. The Owner could grant permission unless local regulations prohibit such work. If granted permission, he shall comply with all regulations and legal requirements. Contractor shall be responsible to pay for all inspection services outside of regular hours at a rate of $100/hr.

6.4. Workmanship, Material and Workmen:

6.4.1. Unless otherwise stated in the detailed specifications, all workmanship, materials and articles incorporated in the work covered by this Contract shall be of the most suitable grade of their respective kinds for the purpose and acceptable to the Architect. The Architect shall decide the question of quality where the expression "or equal" is used in the specifications following reference to a specific manufacturer of equipment or materials. When and to the extent required by the specifications or by the Architect, the Contractor shall furnish the Architect for review, full information concerning the materials or articles or methods of work which he contemplates incorporating the work. Samples of materials shall be submitted for review when requested. Machinery, materials, articles installed or used, or unusual methods of work used without such review shall be at the risk of subsequent rejection.

6.4.2. The Owner may require the Contractor to remove from the work such employees as the Owner deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the Owner' interest.

6.5. Delays and Extension of Time:

6.5.1. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or his employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, fire, lockouts, unusual delay in transportation, unavoidable casualties or by delay authorized by the Owner pending arbitration, or by any cause which the Owner shall decide to justify the delay, then the time of completion may be reasonably extended by the Owner.

6.5.2. No extension shall be made for delay unless notice of a claim is made by the Contractor in writing to the Architect within seven days of the event or incident causing the delay and as otherwise provided by the definition of "Notice", Page GCC-1.

6.5.3. If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay shall be allowed on account of failure to furnish drawings until two weeks after demand in writing for such drawings and not then unless such claim is reasonable and as otherwise provided by the definition of "Notice", Page GCC-1.

6.5.4. In the event of any delay in the project caused by any act or omission of the City, its agents, or employees, the sole remedy available to Contractor shall be by extension of the time allocated to complete the project. No monetary damages shall be claimed or awarded to Contractor in association with any delay in the project caused by any act or omission of the City, its agents or employees.

For the purpose of this section the phrase "the City, its agents and employees" shall include but shall not be limited to the Architect, Project Manager, and consulting engineers.

This article does not exclude the recovery of damages by the City for delay caused by Contractor under other provisions in the Contract Documents.

7. RIGHTS AND RESPONSIBILITIES OF THE OWNER DURING CONSTRUCTION:

7.1. Surveys and Lands for Work:

The Owner shall provide the lands upon which the work under this Contract is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his material, together with right of access to the same. The Owner shall furnish together with right of access to the same. The Owner shall furnish all land surveys for this project. Easements for permanent structures or utilities shall be secured and paid for by the Owner.

7.2. Use of Completed Portions:

The Owner shall have the right to take possession of and use any completed portions of the work, although the time for completing the entire work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

7.3. The Owner's Right to do Work:

If the Contractor should neglect to prosecute the work properly or fail to perform any provisions of this Contract, the Owner, after ten (10) days written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

7.4. Right to Retain Imperfect Work:

If any part or portion of the work done or material furnished under this Contract shall prove defective and not in accord with the plans and specifications, and if the Owner decides that any part or portion of the imperfect work is not of sufficient magnitude or importance as to make the work dangerous or undesirable, or if the removal of such work will create conditions which are dangerous or undesirable, the Owner, on recommendation of the Architect, shall have the right and authority to retain such work but shall make such deductions in the final payment therefore as may be just and reasonable, and such retention shall not constitute a waiver by the Owner of the Contractor's obligation under the Contract.

7.5. Suspension of Work:

7.5.1. If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to subcontractors or for labor, materials or equipment, or if the Contractor fails to comply with work schedules, the Owner may order the Contractor to stop all work, or any portion thereof, and terminate payments to the Contractor until the cause for such order has been eliminated. No extension of Contract time will be allowed for this suspension.

7.5.2. The Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety days by notice in writing to the Contractor, which notice shall fix the date on which the work shall be resumed. The Contractor will resume the work on the date so fixed. The Contractor will be allowed an increase in Contract price or an extension of the Contract time directly attributable to any suspension if he makes a claim therefore as provided in the Contract, Paragraph 8.0, Changes in the Work.

7.6. Termination of Contract:

7.6.1. If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or if he disregards the authority of the Architect, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety ten (10) days written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor, and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price exceeds the direct or indirect costs of completing the project, including compensation for

additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference of the Owner. Such costs incurred by the Owner will be determined by the Architect and incorporated in a Change Order.

7.6.2. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from liability.

7.6.3. Upon ten (10) days written notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit not to exceed five percent (5%) over cost incurred.

8. RESPONSIBILITIES OF THE CONTRACTOR:

8.1. Contractor's Representative:

The Contractor shall keep on his work during its progress a competent superintendent and any necessary assistants, all satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence, and all directives given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall give efficient supervision to the work, using his best skill and attention.

8.2. Contractor's Understanding:

8.2.1. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Owner or the Architect, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations therein contained.

8.2.2. If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any error or omissions in the drawings or in the layout as given by points and instructions, or discovers unforeseen underground or aboveground conditions or any other unexpected conditions requiring additional work by the Contractor, it shall be his duty to immediately inform the Project Manager in writing, and the Project Manager shall promptly check the accuracy of the information. Any work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's risk. See definition of "Notice", Page GCC-1.

8.2.3. If any part of the Contractor's work depends for proper execution or results upon the work of any other Contractor, the Contractor shall inspect and measure work already in place and shall at once report to the Project Manager any discrepancy between the executed work and the drawings. The Contractor is at all times fully responsible for the work of the subcontractor as if it were the Contractor's own work.

8.3. Quality of Material, Equipment or Work:

When any material or equipment not conforming to the requirements of the specifications and drawings has been delivered to the project, or incorporated in the work of the project, or whenever any work performed is of inferior quality, then such material or equipment or work, whether known or unknown to the Owner or the Architect shall be considered to be defective, and shall be removed and replaced, or made satisfactory to the Owner or the Architect, at no cost to the Owner.

8.4. Permits, Licenses, Taxes and Regulations:

8.4.1. Permit fees to be paid by the City of Boynton Beach. Licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

8.4.2. The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the work is performed.

8.4.3. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Architect in writing, and any necessary changes shall be adjusted as provided in the Contract under Paragraph 8.0, Changes in the Work. If the Contractor performs any work contrary to such laws, ordinances, rules and regulations, and does not comply with the aforesaid procedure, he shall bear all cost incident to such violation. See definition of "Notice", Page GCC-1.

8.5. Protection of Work, Persons and Property:

8.5.1. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect all property from injury or loss arising in connection with the Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents. He shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, or local conditions. He shall provide reasonable maintenance of traffic ways for the public and preservation of the continuation of the Owner's business, taking into full consideration all local conditions. He shall comply with the Florida Department of Commerce Safety Regulations, the Palm Beach County Land Development Permit, and any local safety regulations.

8.6. Scope of the Contractor's Service:

8.6.1. Unless otherwise stipulated, the Contractor shall provide and pay for all bonds, insurance, materials, labor, tools, equipment, light, power, water, transportation and other facilities necessary for the execution and completion of the work.

8.7. Responsibility for the Work:

Prior to the completion of the work by the Contractor and the acceptance thereof by the Owner, the work shall remain at the risk of the Contractor and said Contractor shall be required to repair, replace, renew and make good at his own expense all damages caused by force or violence of the elements or any cause whatsoever, provided, however, that in such cases the Contractor shall be entitled to a reasonable extension of time within which to complete said work. If the cause of the delay shall be due to the negligence, fault or omission of the Contractor, the Contractor shall not be entitled to the extension of time mentioned in the said paragraph.

8.8. Contractor's Right to Terminate Contract:

If the work should be stopped for a period of three (3) months, under an order of any court or public authority, other than by the Owner, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon thirty (30) days written notice to the Owner and the Architect, terminate his Contract and recover from the Owner payment for all work executed and any expense sustained plus a reasonable profit thereon.

8.9. Removal of Equipment:

In the case of annulment of this Contract before completion, from any cause, except that stated in Paragraph 8.8 above, the Contractor, if notified to do so by the Owner, shall promptly remove any part or all of this equipment and supplies at the expense of the Contractor.

8.10. Public Entity Crimes:

8.10.1. 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.

8.10.2. On Public Entity Crimes: All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described in Section 287.058, Florida Statues, shall contain a statement informing persons of the provisions of paragraph (2) (a) of Section 287.133, Florida Statutes, which reads as follows:

8.10.2.1. "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".

9. THE AUTHORITY AND DUTIES OF THE ARCHITECT – N/A

9.1. Status of the Architect:

The work shall be subject at all times to the review of the Architect, or his authorized assistants. The Architect shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, areas of work, maintenance of schedules, interpretation of drawings and specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.
In case of differences between the drawings and specifications, the Architect shall make a determination as to whether the specifications or drawings represent the intent of the Contract, and such determinations shall be communicated to the Contractor in writing. All claims of the Contractor shall be presented in writing to the Architect for decision. The Architect's decision shall be made in writing within a reasonable time. All decisions of the Architect shall be final except in cases where time and/or financial considerations are involved. See definition of "Notice", Page GCC-1.

9.2. Examination of the Work:

9.2.1. The Architect, and his authorized assistants, shall have free access to the work of the Contractor at any time for purposes of observation, and shall be furnished by the Contractor with facilities to determine, as best as can reasonably be done under the circumstances, the work performed and the nature of same. Such assistance of the Contractor shall, if necessary, include the uncovering, testing or removal of portions of finished work.

9.2.2. Duly authorized inspectors, who shall perform their duties periodically on the project, may be assigned to the project, or any part thereof at any time. The number of inspectors will be at the direction of the Owner. The presence or absence of any inspector shall in no way lessen the responsibility of the Contractor to perform properly the Contractor's duties to the Owner under these Contract Documents. In case any dispute arises between the Contractor and an inspector as to materials furnished, or the manner and method of performing the work, the inspector shall have authority to reject materials or work, to suspend work until the question at issue can be referred to and decided by the Architect. An inspector is not authorized to revoke, alter, enlarge, relax, release or amend any of the specifications or requirements thereof, nor to issue any instructions on, nor to approve or accept any portion of the work, or materials, or equipment which are contrary to the drawings and specifications; nor are any of his actions, authorized or unauthorized, to be so construed.

9.2.3. All materials shall be subject to examination and test by the Architect at any time during manufacture, and at all places where such manufacture is being carried on. The right is reserved to reject defective materials during manufacture or before they have been incorporated into the work. If the Contractor fails to replace defective work or rejected materials, the Owner may replace such materials or correct such defective work and charge the cost thereof to the Contractor, or may terminate the right of the Contractor to proceed under Paragraph 7.6 of the General Conditions for Construction.

9.2.4. Since no inspection either final or interim can be complete within itself, no final inspection, acceptance of work, material or equipment or final or interim acceptance of same by the Owner or Architect, or certificate of Architect shall relieve the obligation of the Contractor to the Owner to do the work in a good, workmanlike manner, and to furnish proper, specified equipment and materials, and to perform properly all and any obligations and duties to the Owner under the terms of the Contract Documents.

10. DUTIES, RESPONSIBILITIES AND AGENCY OF RESIDENT INSPECTOR:

The Owner shall have the right to appoint a resident inspector not employed by the Architect. Prior to the commencement of work, the Owner, if it shall appoint a resident inspector, shall notify the Architect and the Contractor of the name and address of the resident inspector and the general scope of the inspection duties as regards to the Contractor's project, which the resident inspector will perform on behalf of the Owner. In the event that such appointment is made by the Owner, it shall be understood between the Owner, the Contractor and the Architect, that such resident inspector shall be the agent and employee of the Owner and not of the Architect. Interpretations of the Contract conditions and specifications and directions to the Contractor made by the resident inspector shall not be deemed to be the act of the Architect, but exclusively those of the Owner unless the Architect shall, in writing, join in or endorse the said direction, interpretation, or recommendation of the resident inspector. The resident inspector's authority shall be limited to observing the work of the Contractor on behalf of the Owner in order to assist the Owner in determining that the Contractor is complying with the terms of the Contract.

The Architect agrees to cooperate with and to consult with the resident inspector if appointed by the Owner, but the resident inspector shall not be subject to the direction of the Architect, nor shall the Architect be responsible for the resident inspector's judgment or conduct. In accordance with their general duties and responsibilities provided for elsewhere in these conditions, in the event of a dispute between the resident inspector and the Architect concerning matters of interpretation of the Contract, engineering judgment or standard of performance of the Contractor, the opinion of the Architect shall be controlling.

11. WORK BY OTHERS:

The Owner reserves the right to let other Contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their work, and shall promptly connect and coordinate this work with theirs.

12. INSURANCE REQUIREMENTS:

Refer to Instructions to Bidders, Paragraph 26, for the insurance requirements. Also, see Insurance Requirements – *Insurance Advisory Form.*

13. PAYMENTS TO THE CONTRACTOR:

13.1. Monthly Payments to the Contractor:

The Contractor shall plan his work for construction on the basis of twelve monthly pay periods per year. So long as the work is prosecuted in compliance with the provisions of the Contract, the Contractor will; on or about the last day of the pay period, make an approximate estimate, in writing on a form approved by the Architect of the proportionate value of the work done, items, and locations of the work performed up to and including the last day of the period then ending. The Architect will then review said estimate and make the necessary revisions so that the estimate can receive his approval. If the Contractor and the Architect do not agree on the approximate estimate of the proportionate value of the work done for any pay period, the determination of the Architect shall be binding. The Contractor may also include in the estimate the value of the materials stored on the job site, provided the Contractor submits copies of paid invoices covering such material. The amount of said estimate after deducting ten percent (10%) and all previous payments shall be due and payable to the Contractor within thirty (30) days after presentation of the estimate to the Owner. The ten percent (10%) deduction shall not be applied to the amount of the materials stored.

The amount retained may be reduced to 5% at the discretion of the Architect when said project exceeds 90% of the original Contract amount. It is understood that payments for such material do not relieve the Contractor of the responsibility for the care of the materials, and nay damage to or loss of said materials is the full responsibility of the Contractor. Any Periodical Pay Estimate signed by the Contractor shall be final as to the Contractor for any or all work covered by the Periodical Pay Estimate.

13.2. Contractor's Warranty of Title:

13.2.1. The Contractor warrants and guarantees that title to all work materials and equipment covered by any application for payment, whether incorporated in the project or not, will pass to the Owner at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

13.2.1.1. The Contractor agrees to furnish an affidavit stating that all laborers, material men and subcontractors have been paid on the project for work covered by the application for payment and that a partial or complete release of lien as may be necessary, be properly executed by the material men, laborers and subcontractors on the project for the work covered by the application for payment, sufficient to secure the Owner from any claim whatsoever arising out of the aforesaid work. (See WT-1)

13.3. Correction of Work Before Final Payment:

13.3.1. The Contractor shall promptly remove from the premises all material condemned by the Architect as failing to conform to the Contract whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accord with the Contract and without expense to the Owner, and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

13.3.2. If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days time thereafter, the Owner may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof after deducting all the cost and expenses that should have been borne by the Contractor.

13.4 Liens:

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and in addition thereto, in either case, an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Architect to indemnify the Owner against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all money payments that the latter may be compelled to pay in discharging such a lien, including all costs, interest, and a reasonable attorney's fee.

13.5. Substantial Completion Review/Final Inspection:

When the Contractor has completed the work in compliance with the terms of the Contract Documents, he shall notify the Architect in writing that the project is ready for substantial completion review. The Architect will then advise the Contractor as to the arrangements for inspection and what work, if any, is required to prepare the project or a portion thereof for inspection. When the Architect determines the project or portion thereof is ready for inspection, he shall perform same, along with the Contractor and Owner's Representative. Upon completion of the inspection, the Architect will prepare a list of errors of either commission or omission by the Contractor reasonably observable and determined under the conditions governing and restricting said inspection. When all such errors have been corrected, a final re-inspection will be made. The process will be repeated until, in the opinion of the Owner's Representative, the project has been completed in compliance with the terms of the Contract Documents as can best and reasonably be observed and determined under the conditions governing and restricting said final inspection.

The Architect will then, pursuant to such inspection and re-inspection, shall issue a certificate of Final Completion to the Owner as to completion of final inspection. It is understood this document covers only those items which can be physically inspected and the document indicates compliance within the standards of the construction industry as interpreted by the Architect.

13.6. Final Acceptance:

When the Architect issues the Certificate of Final Completion to the Owner's Representative as to completion of the final inspection, the Contractor may make request for final payment. With the request for final payment, the Contractor shall furnish evidence satisfactory to the Owner's Representative that the Contractor has fully paid all debts for labor, materials and equipment incurred in connection with the work. The Contractor must provide all evidence required by the Contract to assure the Owner's Representative of complete compliance with all terms of the Contract. When the Owner's Representative has satisfied himself as to compliance with the terms of the Contract and has received certification of final inspection, he will notify the Contractor of final acceptance by the Owner's Representative. The date of final acceptance will be assumed as the date of final completion of the project unless previous agreement has been made by the Owner's Representative with the Contractor.

13.7. Final Payment:

When final acceptance has been made by the Owner, the Architect will then review the amount of final request for payment and certify the amount of this approval. Upon approval of the Architect, the Owner will make final payment of the Contract amount, plus all approved additions, less approved deductions and previous payments made.

13.8. Termination of Contractor's Responsibility:

The Contract will be considered complete when all work has been finished, the final inspection by the Architect, and the project finally accepted in writing by the Owner. The Contractor's responsibility shall then terminate except as otherwise required and set out in these Contract Documents.

14.0 WARRANTY AND GUARANTEE PROVISIONS:

All materials and equipment furnished by the Contractor and all construction work and workmanship involved in this Contract shall be, and the same is hereby guaranteed and warranted by the Contractor for a period of one (1) year, or the time designed in the standard factory warranty, whichever is longer from written final acceptance by the Owner. All materials, equipment and workmanship furnished, installed and performed by the Contractor is warranted and guaranteed by the Contractor to the Owner to be such as to meet the required standards and to accomplish the purposes and functions of the project as defined, detailed and specified in these Contract Documents. The Owner shall, following discovery thereof, promptly give written notice to the Contractor of faulty materials, equipment, or workmanship within the period of guarantee.

Any part of the equipment, material or workmanship which does not comply with the warranty and guarantee shall be promptly replaced by the Contractor at his own cost and without cost to the Owner. These warranty and guaranty provisions create no limitations on the Owner as to any claims or actions for breach of guaranty or breach of warranty that the Owner might have against parties other than the Contractor, and do not constitute exclusive remedies of the Owner against the Contractor and are not intended to and shall not limit any other rights, remedies, or causes of action which the Owner might exercise against the Contractor, and shall not alter nor modify the application of the Statute of Limitations as established by the Statutes of the State of Florida. Venue shall be in Palm Beach County, Florida, therefore this Contract is governed by the Laws of Palm Beach County and the State of Florida.

15.0 EXISTING UNDERGROUND UTILITIES:

Any cost incurred for the protection of and/or damages to existing underground utilities will be considered as part of the applicable Contract price and no additional compensation will be paid to the Contractor.

16.0 CLAIMS AND DAMAGES:

16.1. Requirement for Notice:

Any requirement of the Contract Documents (or) for notice or direction by the Architect shall be a condition precedent to be complied with by the Contractor before any claim for extra compensation can be made. See definition of "Notice", Page GCC-1.

16.2. Claims for Extra Cost:

If the Contractor claims that any instructions in writing or by drawings or otherwise involve extra cost under this Contract, he shall give the Architect written notice within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property. A decision by the Architect will then be made as specified in Paragraph 9.1 of this division. If this decision requires a Change Order, the procedure shall be as provided for in the Contract, Paragraph 8.0, Changes in the Work. See definition of "Notice", Page GCC-1. No claim shall be valid unless so made.

16.3. Claims for Damages:

Any claim for damages by the Contractor against the Owner arising under this Contract shall be made in writing to the party liable within thirty (30) days of the first observance of such damage, except as expressly stipulated otherwise in the case of faulty work or materials and shall be adjusted by agreement validated by Change Order. Any claim not reported within thirty (30) days shall not be considered valid. See definition of "Notice", Page GCC-1.

16.4. Liquidated Damages:

If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the bid, or any extension thereof, or fails to complete said work within such time, the Owner may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the

work on which there has been delay. In such event, the Owner may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his Sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work, and therefore, necessary. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall continue the work, in which event the actual damages for the delay will be impossible to determine and in lieu therefore, the Contractor shall pay to the Owner the sum specified in the Instructions to Bidders, Paragraph 24 as fixed, agreed upon as liquidated damages for each calendar day of the delay until certification of substantial completion by the Owner.

16.5. Additional Architect Expense:

Should the Contractor fail to complete the work during the specified number of calendar days, it is agreed that for each day of overrun until final completion, all expense of supervision and inspection furnished by the Owner and/or the Architect shall be at the expense of the Contractor and/or his Surety. Such architectural expense shall be considered to be equal to the job payroll of the Owner and/or the Architect plus 150 percent (150%) thereof for overhead, plus on-the-job mileage. Such architectural expense will be deducted from monies due the Contractor. The amount of such expenses shall be construed to be in addition to other damages for delays that might be assessed by the Owner.

17.0 INTERPRETATION OF CONTRACT:

In the event of a conflict in the interpretation of the Contract or the terms of the Contract, or the drawings and specifications, the opinion of the Architect shall be final.

18.0 INDEMNIFICATION:

18.1. The Contractor shall indemnify and hold harmless the Owner, the Architect, and its other agents, officers and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the work, provided that the claim, damage, loss and expense is caused in whole or in part by any negligent act or omission of the Owner, the Contractor, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

18.2. The Owner agrees to pay to the Contractor the sum of $500.00 as specified consideration for the above stated indemnification in accordance with the provisions of F.S.A., Section 725.06.

19.0 ROYALTIES AND PATENTS:

The Contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment he is furnishing. He shall defend all suits or claims for infringement of any patent right and shall save the Owner harmless from loss on account thereof and cost and attorney's fees incurred thereof.

20.0 CLEAN-UP:

The Contractor shall keep the construction site free of rubbish and waste materials and shall restore to their original condition those portions of the site disrupted by the construction. Clean up and restoration shall be accomplished on a continuing basis throughout the Contract period and in such a manner as to maintain a minimum of nuisance and interference to the Owner, residents and workers at or adjacent to the project site. The Contractor shall also remove, when no longer needed, all temporary structures and equipment used in his operations. It is the intent of this specification that the construction areas and those other areas not designated for alteration by the Contract Documents shall be restored to their original condition as nearly as possible.

21.0 SANITARY REGULATIONS – N/A

Adequate sanitary conveniences for the use of persons employed on the work, properly secluded from public observations, shall be constructed and maintained by the Contractor in such a manner and at such points as shall be approved by the Architect and Owner. These conveniences shall be maintained at all times without nuisance and their use shall be strictly enforced. Upon completion of the work, they shall be removed from the premises, leaving all clean and free from nuisance. No existing facilities will be used by the Contractor or any of the subcontractors. This section shall include the use and placement of portable toilets and dumpsters.

22.0 INSPECTIONS AND TESTING OF MATERIALS AND ASSEMBLIES:

The Contractor shall pay for all test required on materials and/or assemblies as outlined by the contract documents. Copies of such tests shall be furnished in triplicate to the Architect. Test reports shall be reviewed and approved by the Architect prior to final installation of materials and/or assemblies in question.

23.0 SAFETY AND HEALTH REGULATIONS:

23.1. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

23.2. The Contractor shall allow representatives of the Department of Labor full access to the project for inspection.

23.3. The Contractor certifies that all employees, subcontractors, agents, etc., shall comply with OSHA and state and safety regulations and requirements.

END OF GENERAL CONDITIONS FOR CONSTRUCTION

BID CHECK LIST

DATE:	January 21, 2017	**BID NO.**	**011-2910-17/JMA**
NAME OF PROJECT:	**PUTTING GREENS RESURFACING FOR THE LINKS AT BOYNTON BEACH**		
NAME OF BIDDER:	Detailed Sports Turf Construction, Inc.		
BIDDER'S SIGNATURE:			
NAME/TITLEPLEASE PRINT:	President, CEO / Thomas J. Morrow		

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

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

FORM/ATTACHMENT DESCRIPTION		PAGE NO.	YES	NO	N/A
CHECK OFF LIST FOR CONSTRUCTION PROJECTS		COL-1			
BIDDER ACKNOWLEDGEMENT		BA-1			
RECEIPT OF ADDENDUM		A-1			
	Acknowledgement of Addendum (if applicable, will be issued with addendum)	ADD-1			
BID PROPOSAL PAGES – ALL PAGES		All 'BP' Pages			
BID BOND (5%)		BIB-1 – BIB-3			
STATEMENT OF BIDDER'S QUALIFICATIONS & ATTACHMENTS		SBQ-1 – SBQ-2			
Item #6	Additional sheets for any items as needed	No Number			
Item #7	Evidence of possession of required licenses	No Number			
Item #8	Resumes	No Number			

FORM/ATTACHMENT DESCRIPTION		PAGE NO.	YES	NO	N/A
BIDDER'S SITE INSPECTION CONFIRMATION		BSI-1			
NON COLLUSION AFFIDAVIT OF PRIME BIDDER		NCA-1			
ANTI-KICKBACK AFFIDAVIT		AKA-1			
CONFIRMATION OF MINORITY OWNED BUSINESS		MOB-1			
	Verification if applicable	No Number			
CONFIRMATION OF DRUG-FREE WORKPLACE		DFW-1			
SAFETY PROGRAM COMPLIANCE		SPC-1			
	Current Safety Program Attachment per SPC-1 (CD ALLOWED)	N/A			
SCHEDULE OF SUBCONTRACTORS		SSC/MBE-1			
STATEMENT OF NO BID (if applicable)		NB-1			
PALM BEACH COUNTY INSPECTOR GENERAL		IG -1			
COMPUTER GENERATED HORIZONTAL BAR CHART – PROJECT SCHEDULE		No Number			
COPIES OF COMPLETE SUBMITTAL – 1 ORIGINAL, 3 COPIES Required		No Number			

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

COL-1

City of Boynton Beach
Risk Management Department

INSURANCE ADVISORY FORM

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

TYPE (Occurrence Based Only)	MINIMUM LIMITS REQUIRED	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med.Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 300,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		**Limits based on Project Cost**
Other - As Risk Identified		to be determined

BIDDER ACKNOWLEDGEMENT

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

Bid Title: **PUTTING GREENS RESURFACING FOR THE LINKS AT BOYNTON BEACH**

Bid Number: **011-2910-17/JMA**

Bid Received By: **JANUARY 31, 2017, NO LATER THAN 2:30 P.M.**

Bids will be opened in Procurement Services unless specified otherwise. Bid receiving date and time is scheduled for: **January 31, 2017, no later than 2:30 P.M.**, and may not be withdrawn within ninety (90) days after such date and time.

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

Name of Vendor: Detailed Sports Turf Construction, Inc.

Federal I.D. Number: 65-0905037

A Corporation of the State of: Florida

Area Code: Telephone Number: 772.546.8013

Area Code: FAX Number: 77.546.6207

Mailing Address: 9142 SE Pomona Street

City/State/Zip: Hobe Sound, Florida 33455

Vendor Mailing Date: -SAME-

E-MAIL:

Authorized Signature

J. Morrow
Name Typed

DST SPORTS TURF CONSTRUCTION, INC.

Thomas J. Morrow
PRESIDENT

9142 SE Pomona Street
Hobe Sound, FL 33455
Email: DSTsportsturf@aol.com
www.DST

Cell: (772) 260-0737
Office: (772) 546-8013
Fax: (772) 546-6207

TED ALONG WITH BID FOR
COMPLETE AND ACCEPTABLE
- 1

A D D E N D A

CITY OF BOYNTON BEACH
FLORIDA

BID TITLE: **PUTTING GREENS RESURFACING FOR THE LINKS AT BOYNTON BEACH**

BID NO: **011-2910-17/JMA**

BIDDER: Detailer Ports Turf Construction, Inc.

DATE SUBMITTED: January 30, 2017

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

Having studied the documents prepared by: The City of Boynton Beach and having examined the project site, we propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM	DATE	ADDENDUM	DATE
1	1/17/17		
2	1/23/17		
3	1/23/17		

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID**

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR 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: January 17, 2017
BID TITLE: "PUTTING GREENS RESURFACING FOR THE LINKS AT BOYNTON BEACH"
BID NO.: 011-2910-17/JMA

This addendum to the 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 specifications and/or contract documents. In case of a conflict, this Addendum No. 1 shall govern.

The following are in response to questions at the Mandatory Pre-Bid Meeting of January 12, 2017:

1. In Bid documents, SCOPE OF WORK, Add the following language to **D. Construction Notes:**

   - ***After No. 8, Rototill all cored and stripped area:***
   - ***Fumigate with Basimid at maximum recommended label rate for all greens; approximately 105,000 square feet.***
   - ***No. 10 Should read Sod collars and slope areas with 419 Bermuda grass; tie-in 6 ft. to 8 ft. around each of the 18 Championship Greens; approximately 48,000 square feet.***
   - ***Add ten (10) days to "Time for Completion" to accommodate application of Basimid.***

2. For the "Resurfacing of Practice Putting Green" – 8,500 sq. ft.; Resurfacing of Practice Chipping Green – 3,200 sq. ft; and Resurfacing of Back Teaching Green – 3,200 sq. ft.; ADD to Construction Notes – ADD 2 inches of 80/20 greens mix to these greens. Rototill, fumigate and float.

3. ADD ALTERNATE:

If budget permits, the Links at Boynton Beach would like to enlarge the Driving Range with the spoils to increase the teeing area an additional 10,000 square feet. After enlarging the Driving Range, the entire tee surface of approximately 25,000 square feet is to be sprigged with 419 Bermuda grass. This additional work will be listed as an "ADD ALTERNATE" on the Revised Bid Proposal Sheets.

4. Submit your pricing on the "Revised Bid Proposal Pages" Revised - BP - 1 to Revised - BP - 3, which are included with this Addendum as Attachment 'A' – Addendum No. 1.

If you have any further questions or require additional clarification, please e-mail Julianne Alibrandi, Senior Buyer alibrandij@bbfl.us or phone (561) 742-6322.

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

ADDENDUM No. 2

DATE:	January 23, 2017
BID TITLE:	"PUTTING GREENS RESURFACING FOR THE LINKS AT BOYNTON BEACH"
BID NO.:	011-2910-17/JMA

This addendum to the 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 specifications and/or contract documents. In case of a conflict, this Addendum No. 1 shall govern.

The following are in response to questions received by e-mail:

1. Reference page IB-2, D. Construction Notes; please clarify that there will be no mix from off-site location added to the number 1 through number 18 Greens.

   ANSWER: There will be No Mix from off-site locations added to Greens 1 through 18.

2. Reference page IB-2, D. Construction Notes, line no. 11; what is the square feet of Greens 1 through 9 to be sprigged at 30 bushels per 1000 sq. ft.? What is the square feet of Greens 10 through 18 to be sprigged at 40 bushels per sq. ft.?

   ANSWER:
   - *Greens 1 through 9 – 44, 500 sq. ft.*
   - *Greens 10 through 18 – 45,500 sq. ft.*

3. What is the sprig rate for the Practice Putting Green; the Practice Chipping Green; and the Back Teaching Green?

   ANSWER: Sprig at 35 bushels per 1000 square feet.

If you have any further questions or require additional clarification, please e-mail Julianne Alibrandi, Senior Buyer alibrandij@bbfl.us or phone (561) 742-6322.

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

ADDENDUM No. 3

DATE:	January 23, 2017
BID TITLE:	"PUTTING GREENS RESURFACING FOR THE LINKS AT BOYNTON BEACH"
BID NO.:	011-2910-17/JMA

This addendum to the 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 specifications and/or contract documents. In case of a conflict, this Addendum No. 1 shall govern.

The following is in response to a question received by e-mail:

1. Addendum No. 1 states "Fumigate with Basimid at maximum recommended label rate for all greens; approximately 105,000 square feet. Kindly clarify if this is to be accomplished via the tarped or non-tarped method?

   ANSWER: Use the non-tarped method.

2. **CLARIFICATION:** Please note that while the Putting Greens are being resurfaced, the Championship Course will remain open for play with temporary putting greens created in the fairways by the Links Golf Course Staff.

If you have any further questions or require additional clarification, please e-mail Julianne Alibrandi, Senior Buyer alibrandij@bbfl.us or phone (561) 742-6322.

Sincerely,

Tim W. Howard
Assistant City Manager - Administration
Director of Financial Services

ACKNOWLEDGEMENT OF ADDENDUM No. 3

"PUTTING GREENS RESURFACING FOR THE LINKS AT BOYNTON BEACH"

BID No.: 011-2910-17/JMA

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

Thomas J. Morrow	
PRINT NAME OF REPRESENTATIVE	SIGNATURE OF REPRESENTATIVE
Detailed Sports Turf Construction, Inc.	January 26, 2017
NAME OF COMPANY	DATE

ADDENDUM No. 1
REVISED BID PROPOSAL PAGES

PUTTING GREENS RESURFACING FOR THE LINKS AT BOYNTON BEACH

BID No.: 011-2910-17/JMA

The Bidder agrees to accept as full payment for the Resurfacing of the eighteen Championship Course Putting Greens; Resurfacing of Putting Green; Resurfacing of Practice Chipping Green; and Resurfacing of Back Teaching Green:

2.1 Resurfacing of Championship Course Greens

BID PER SQUARE FOOT: $ 1.78 (UNIT COST) $160,200.00 (TOTAL)

2.2 Resurfacing of Putting Green

BID PER SQUARE FOOT: $ 2.05 (UNIT COST) $ 17,425.00 (TOTAL)

2.3 Resurfacing of Practice Chipping Green

BID PER SQUARE FOOT: $2.05 (UNIT COST) $ 6,560.00 (TOTAL)

2.4 Resurfacing of Back Teaching Green

BID PER SQUARE FOOT: $ 2.05 (UNIT COST) $ 6,560.00 (TOTAL)

No. 1 - Addendum 1 - Fumigate with Basamide - 105,000 sq. ft.

BID PER SQUARE FOOT: $ 0.28 (UNIT COST) $ 29,400 (TOTAL)

No. 1 - Addendum 1 – Sod collars and slope areas with 419 Bermuda grass; tie-in 6 ft. to 8 ft. around each of the 18 Championship Greens; 48,000 sq. ft.

BID PER SQUARE FOOT: $ 0.45 (UNIT COST) $ 21,600.00 (TOTAL)

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

REVISED - BP - 1

TOTAL LUMP SUM BID $ 241 745.00

Two Hundred, Forty One Thousand, Seven Hundred & Forty Five Dollars
Zero
Cents
(amount written in words has precedence)

ADD ALTERNATE: ***Enlarge Driving Range with the spoils to increase the teeing area an additional 10,000 square feet. Sprig 25,000 sq. ft. with 419 Bermuda Grass:***

TOTAL FOR ADD ALTERNATE: $ 12,500.00

Twelve Thousand, Five Hundred Dollars

Cents
(amount written in words has precedence)

Attached is a computer generated horizontal bar chart: _____ YES x NO
Will supply bar chart if being considered for award.

The undersigned bidder agrees to commence work within ten (10) calendar days after the date of the "Notice to Proceed" and shall complete the work within **forty-two (42) calendar days** after the commencement date.

The undersigned bidder hereby represents that he has carefully examined the drawings and the Contract including all Contract documents and will execute the Contract and perform all its items, covenants and conditions, all in exact compliance with the requirements of the specifications and drawings.

The bidder, by and through the submission of his Bid, agrees that he has examined and that he shall be held responsible for having theretofore examined himself as to the character of the route, the location, surface and underground obstructions, the nature of the ground water table, conditions and all other physical characteristics of the work, in order that he may thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which will be encountered in doing the proposed work.

THIS PAGE TO BE SUBMITTED ALONG WITH BID FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE
REVISED - BP - 2

The bidder, by submission of this Bid acknowledges that the bidder has been advised that in the event bidder contests the award of this project to another bidder, that the bidder damages, if any, are limited to actual Bid preparation costs and bidder hereby waives any claim it may have for other damages coming from the City's failure to award the project bidder.

Date January 26, 2017

Detailed Sports Turf Construction, Inc.
(Name of bidder, Corporation, Firm or Individual)

By _____
Signature

Thomas J Morrow
Printed Name

President/ CEO
Title

772.546.8013
Telephone Number

Florida Contractor's License Number P99000016250

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

REVISED - BP - 3

BID BOND

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS, that Detailed Sports Turf Construction, Inc. as Principal, and Philadelphia Indemnity Insurance Company, as Surety, authorized to do business in the State of Florida are held and firmly bound unto the Owner, City of Boynton Beach in the penal sum of Five Percent (5%) of Amount Bid, Not to Exceed Eighteen Thousand Dollars ($ 18,000.00) lawful money of the United States, for the payment of which sum will and truly to be made, we bond ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated January, 2017 for:

PUTTING and PRACTICE GREENS RESURFACING FOR THE LINKS – BID No.: 011-2910-17/JMA

NOW THEREFORE,

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

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

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

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 26th day of January 2017, being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of is governing body.

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

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

PRINCIPAL:

Detailed Sports Turf Construction, Inc.
Name of Firm

WITNESS:

Secretary: Jaimi S. Clark

Signature of Authorized Officer (affixed seal)
Thomas J. Morlow

President
Title

9142 SE Pomona St.
Business Address

Hobe Sound, FL
City and State

SURETY:

Philadelphia Indemnity Insurance Company
Corporate Surety

WITNESS:

Patricia Witkowski

Attorney-in-fact (affix seal) Kelly Specht

1100 Via Callejon, Suite A
Business Address

San Clemente, CA
City State

South Coast Surety Insurance Services Inc.
[illegible]

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Secretary (corporate seal)

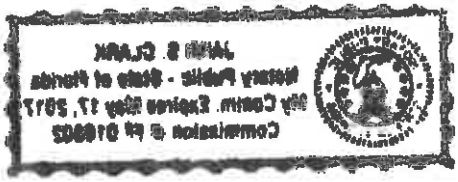
STATE OF ~~FLORIDA~~ CALIFORNIA)

COUNTY OF ~~PALM BEACH~~ ORANGE)

JAIMI S. CLARK
Notary Public - State of Florida
My Comm. Expires May 17, 2017
Commission # FF 018302

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

****See California Acknowledgment Attached Hereto***


JANIS S. CLARK
Notary Public - State of Florida
My Comm. Expires May 17, 2017
Commission # FF 010602

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange } s.s.

On January 26, 2017 before me, Debbie McGilligan, Notary Public,
Name of Notary Public, Title

personally appeared Kelly Specht
Name of Signer (1)

N/A
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

DEBBIE MCGILLIGAN
Notary Public - California
Orange County
Commission # 2164883
My Comm. Expires Oct 14, 2020

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Bid Bond

containing ____ pages, and dated 1/26/17.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☒ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: Philadelphia Indemnity Insurance Company
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # ____ Entry # ____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)
☐ _____

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PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Steven A. Swartz, Kelly Specht, Lorie Mandel and Nicki Swartz, Michael Herrauer and Thomas C. Buckner of the City of San Clemente, State of California of South Coast Surety**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$25,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14TH DAY OF NOVEMBER, 2016.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 14th day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Nora Howard, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires Jan. 8, 2018
Member, Pennsylvania Association of Notaries

Notary Public: Nora Howard

residing at: Bala Cynwyd, PA

(Notary Seal)

My commission expires: January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14th day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 26th day of January, 2017.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

STATEMENT OF BIDDER'S QUALIFICATIONS

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

This data must be included in and made part of each bid document. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

**** attach additional sheets giving the information***

1. Name of Bidder: Detailed Sports Turf Construction, Inc
2. Business Address: 9142 SE Pomona Street
   Hobe Sound, Florida 33455
3. When Organized: 1999
4. Where Incorporated: Hobe Sound, Florida
5. How many years have you been engaged in the contracting business under the present firm name? 17 years
6. General character of work performed by your company.

Greens- USGA or Regular, Tees- Construction, Laser Leveling, Fairways
Fairway Drainage, "No-Till" Spriging, Cart Path Renovations
Sand Traps, Spriging, Grassing- "Big Roll" & Slab, Lake Bank, Irrigation

7. Number of employees. 15
8. Background and experience of principal members of your personnel, including officers. *
9. Bonding capacity. _____
10. Have you ever defaulted on a contract? If so, where and why?*No

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11. Experience in performance.

Project	$ Value	Contact Name	Phone #
Everglades Club, Palm Beach	$300,000	Peter Brokes	561.820.2668
Willoughby Country Club, Stuart	$300,000	Jason Riley	772.220.8700
Ironhorse Golf Club, WPB	$250,000	Jason Hayes	561.624.5550

12. Contracts on hand. Coral Oaks GC, Everglades Club, Willoughby Country Club

13. Largest completed projects (include final cost). Refer to Section 2 / Project Completion

    1) _____

    2) _____

    3) _____

14. List all lawsuits (design and/or construction related) to which you have been a party and which: *NONE

    1) arose from construction projects: *

    2) occurred within the last 4 years: *

    3) provide case number and style: *

Dated at: 9142 SE Pomona Street

this 27th day of January 2017

By: _____
(Signature)

Name: Thomas J. Morrow
(Printed or Typed)

Title: President/ CEO

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BIDDER'S SITE INSPECTION CONFIRMATION

Check One:

☐ NON-MANDATORY ☒ MANDATORY

BID TITLE: **PUTTING GREENS RESURFACING FOR THE LINKS AT BOYNTON BEACH**

BID NO.: **011-2910-17/JMA** DATE:

Thomas J. Morrow as an authorized representative of:
(Name and Title of Representative)

Detailed Sports Turf Construction, Inc. (hereinafter called the bidder) located at
(Name of Company)

9142 SE Pomona Street, Hobe Sound, FL. 33455 and that said
Company Address

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

JAN. 12, 2017 9AM
DATE OF INSPECTION

COMPANY SIGNATURE/TITLE

OWNER'S REPRESENTATIVE SIGNATURE FOR MANDATORY REQUIRED

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BSI-1

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF ~~PALM BEACH~~ Martin)

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

By: _____
NAME - SIGNATURE

Sworn and subscribed before me
this 27th day of January, 2017

Printed Information:

Jaimi S. Clark
NAME

VP - CFO
TITLE

NOTARY PUBLIC, State of Florida
at Large

Detailed Sports Turf Construction, Inc.
COMPANY

JAIMI S. CLARK
Notary Public - State of Florida
My Comm. Expires May 17, 2017
Commission # FF 016988

"OFFICIAL NOTARY SEAL" STAMP

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CONFIRMATION OF MINORITY OWNED BUSINESS

- **N/A**

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

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

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

( ) AMERICAN INDIAN

( ) ASIAN

( ) BLACK

( ) HISPANIC

( ) WOMEN

( ) OTHER _____ (specify)

( ) NOT APPLICABLE

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

YES_____ NO _____

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

_____

Issuing Organization for Certification

_____

Date of Certification

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MOB - 1

SAFETY PROGRAM COMPLIANCE

Safety is a high priority in the conducting of business in the City of Boynton Beach. Preference shall be given to contractors with an established safety program following O.S.H.A. guidelines, and documented results establishing a safe working environment.

1. Bidder shall provide a copy of the Safety Program(s) to be in effect for the duration of the Contract (attach to the back of this form).

2. The City reserves the right to conduct periodic safety inspections of the contractor, subcontractor, employees, agents, etc. throughout the duration of the Contract.

3. The City reserves the right to terminate the Contract where it is determined that the contractor or subcontractor is in non-compliance of the safety terms, regulations or requirements established by O.S.H.A. or the State.

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

AUTHORIZED SIGNATURE

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FOR BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

SCHEDULE OF SUB-CONTRACTORS

The Undersigned Bidder proposes the following major subcontractors for the major areas of work for the Project. The Bidder is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required.

Name and Address of Sub-Contractor	Scope of Work	License No.:	Contract Amount	Percentage (%) of Contract
	N/A			
	100% work completion Detailed			

Signature _____ Date: January 27, 2017

Title/Company Detailed Sports Turf Construction, Inc.

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

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SSC -1

STATEMENT OF NO BID- N/A

If you are not bidding on this service/commodity, please complete and return this form to: Procurement Services – 100 E. Boynton Beach Blvd. – PO Box 310 – Boynton Beach, FL 33425.

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the City of Boynton Beach.

COMPANY NAME: _____

ADDRESS: _____

_____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

WE, the undersigned have declined to respond to your **Bid No.: 011-2910-17/JMA** for **PUTTING GREENS RESURFACING AT THE LINKS** because of the following reasons:

_____ Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)

Insufficient time to respond to the Invitation

We do not offer this product or an equivalent

Our product schedule would not permit us to perform

Unable to meet specifications

Unable to meet bond requirements

Specifications unclear (explain below)

Other (specify below)

REMARKS: _____

_____

IF YOU ARE NOT SUBMITTING A BID, PLEASE COMPLETE FORM AND RETURN TO PROCUREMENT SERVICES

NB - 1

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

PUTTING GREENS RESURFACING FOR THE LINKS GOLF COURSE

Bid No.: 011-2910-17/JMA

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.

Detailed Sports Turf Construction, Inc.
CONTRACTOR NAME

By Thomas J. Morrow

Title: President/ CEO

Date: January 27, 2017

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"DRAFT"

SUBJECT TO REVISIONS PRIOR TO SIGNING

CONTRACT FOR CONSTRUCTION SERVICES

THIS AGREEMENT, made and entered into this_____day of_____, 2017, by and between the CITY OF BOYNTON BEACH, a municipal corporation of Florida, hereinafter called the "City" and **Detailed Sports Turf Construction, Inc.**

a Florida Corporation	(____)	Check One
a Florida General Partnership	(____)	
a Florida Limited Partnership	(____)	
a Sole Proprietor	(____)	

hereinafter called "CONTRACTOR".

WITNESSETH that under the due procedure of law, bids were heretofore received by the City Commission of said City for the performance of work and supplying materials, hereinafter described, and said Commission having canvassed said bids, had determined that the bid in the total amount of_____submitted by the aforementioned CONTRACTOR was the best and most desirable bid submitted, and has authorized the execution of this contract.

NOW, THEREFORE, in consideration of these premises and the mutual conditions and covenants contained herein, the parties agree as follows:

1.0 AGREEMENT

1.1 The CITY does award the contract to and does hire and employ the CONTRACTOR and the CONTRACTOR does accept the award, predicated upon the bid of the CONTRACTOR, dated_____, which is hereby incorporated by reference into this agreement, and the CONTRACTOR does agree to furnish the necessary labor, tools, equipment, materials and supplies, etc., and to perform all the work provided in the bid, contract documents, bond documents, plans and specifications for:

Bid Title: PUTTING GREENS RESURFACING FOR THE LINKS AT BOYNTON BEACH

Bid Number: 011-2910-17/JMA

City of Boynton Beach, Florida, all of which are incorporated herein by reference lump sum price as specified in CONTRACTOR'S bid in the amount of:

_____.

2.0 SCOPE OF SERVICES

2.1 CONTRACTOR further agrees to furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, and other accessories and services necessary to complete said project in accordance with the conditions and prices as stated in the contract, General Conditions for Construction, and Supplementary Conditions for Construction, plans which include all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof as contained in the bid, contract documents and specifications for the project.

2.2 All the work and labor performed under this contract shall be performed, and all of the material furnished shall be, in strict conformity with said plans and specifications, and CONTRACTOR accepts and consents to the conditions contained in said plans and specifications and expressly agrees to comply with every requirement and stipulation therein contained to be performed by the party contracting to do said work.

2.3 The CONTRACTOR further agrees to furnish all tools, equipment, materials and supplies and to do all the work above mentioned in a first-class, substantial and workmanlike manner, and in conformity with the detail for said work on file in the office of the City Engineer of the City and strictly in accordance with the specifications, general stipulations and plans which are hereby referred to and made a part of this contract, as well as to the satisfaction of the City Commission and City Engineer of the said City, and in strict obedience with the directions which may be given by the City Manager or his authorized representative, at and for the prices herein plainly set forth.

2.4 Upon receipt of written notification from the CITY, to correct any defective or faulty work or materials which may appear within one (1) year after completion of the contract and receipt of final payment, CONTRACTOR shall make the necessary corrections within ten (10) days of receipt of the written notice.

2.5 To comply with the provisions of Section 255.05, Florida Statutes, if applicable.

2.6 To pay promptly, before final settlement, any and all claims or liens incurred in and about this work. Furnish release of liens forms from all subcontractors and suppliers of materials. Forms to be supplied by CITY.

2.7 The CONTRACTOR shall remove and clean up all rubbish, debris, excess material, temporary structures, tools and equipment from streets, alleys, parkways and adjacent property that may have been used or worked on by the CONTRACTOR in connection with the project promptly as such section or portion is completed and ready for use, leaving the same in a neat and presentable condition.

Payment of monthly or partial estimates may be withheld until this has been done to the satisfaction of the City Engineer. Final acceptance and payment for the entire project will not be made until the site is satisfactory to the CITY.

2.8 The CONTRACTOR shall at all times observe and comply with the provisions of the charter, ordinances, codes and regulations of the City of Boynton Beach, Florida.

2.9 Upon completion of the work, the City Engineer shall satisfy himself, by examination and test, that the work has been fully completed in accordance with the plans, specifications and contract documents. When the City Engineer is so satisfied, he shall recommend acceptance thereof to the City Manager, who shall, if he agrees with such recommendation, present the final payment application to City Commission for review and vote to formally accept the project. The right of general supervision of the CITY as hereinafter provided under "authority of the engineer" shall not make the CONTRACTOR an agent or employee of the CITY, but the CONTRACTOR, shall at all times, and in all respects have the rights and liabilities of an independent contractor.

2.10 After the cleaning up of the work, premises, streets, alleys, or other areas of structure in anyway connected with the performance of the contract, the work as a whole shall be inspected by the City Engineer, and any workmanship or material found not meeting the requirements of the specifications shall be removed by or at the expense of the CONTRACTOR and good and satisfactory workmanship or material substituted therefore. All settlement, defects or damage upon any part of the work shall be remedied and made good by the CONTRACTOR.

2.11 The CONTRACTOR will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof, and will be required to make good at his own cost any damage or injury occurring from any cause.

3.0 COMMENCEMENT OF WORK

3.1 CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in the written "Notice to Proceed" of the CITY and to fully complete the project within 45 calendar days following the commencement date as specified in same.

3.2 Time is the essence of the contract. In the event the CONTRACTOR shall fail in the performance of the work specified and required to be performed within the time limit set forth in the contract, after due allowance for any extension or extensions of time made in accordance with herein before set forth, the CONTRACTOR shall be liable to the CITY, as liquidated damages and not as penalty, in the amount stipulated therefore in the General Conditions for Construction or in other documents for each and every calendar day that the CONTRACTOR shall be in default of completion.

The CITY shall have the right to deduct said liquidated damages from any amount due, or that may become due the CONTRACTOR, or to collect such liquidated damages from the CONTRACTOR or his Surety.

3.3 CONTRACTOR shall, as soon as practicable after signature of contract, confirm with City Engineer in writing, the names of subcontractors as originally proposed for principal parts of work, and for such others as City Engineer may direct. Contractor shall not employ an that City Engineer may, within a reasonable time, object to as incompetent or as unfit.

4.0 LIQUIDATED DAMAGES

4.1 The CONTRACTOR further agrees to pay $1,000.00 per day as liquidated damages, for failure to begin within ten (10) days of "Notice to Proceed" or failure to complete the work within 45 calendar days from the commencement date to be indicated in the written "Notice to Proceed".

5.0 PROTECTION OF EXISTING FACILITIES

5.1 The CONTRACTOR warrants that prices include the protection and continuous use of all existing sewers, conduits, drains, pipes, buildings, walks, bridges, guard rails and other construction encountered, and the prompt repairing of any damage done to them during the progress of the work, or from insufficient support thereafter; also all the filling, backfilling, tamping, ramming, puddling and consolidating; the removal and disposal of all rubbish and surplus material; also all pumping bailing draining or unwatering of all excavations, incidental to the execution of the work; also the furnishing of all necessary labor, tools, equipment, materials and supplies, etc. and the performance of the whole work mentioned in the detailed plans and specifications necessary to give a finished result, and including all expense incurred in or in consequence of the suspension or discontinuance of the said work specified and a faithful compliance with each and every one of the requirements of the contract and for the maintenance of the entire work and construction in good condition and repair until final acceptance.

5.2 The CONTRACTOR shall assume full responsibility and expense for the protection of all public and private property, structures, water mains, sewers, utilities, etc., both above and below ground, at or near the site or sites of the work being performed under the contract, or which are in any manner affected by the prosecution of the work or the transportation of men and materials in connection therewith. The CONTRACTOR shall give reasonable written notice in advance to the department of the CITY having charge of any property or utilities owned by the CITY and to other owner or owners of public or private property or utilities when they shall be affected by the work to be performed under the contract; and shall make all necessary arrangements with such department, departments, owner or owners for the removal and replacement or protection of such property or utilities.

6.0 INDEMNIFICATION

6.1 The CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of error, omission or negligent

act of CONTRACTOR, its agents, servants, or employees in the performance of services under this Agreement.

6.2 CONTRACTOR shall indemnify and save harmless and defend CITY, its agents, servants and employees from against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and appellate attorney's fees) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the CITY, its agents, servants or employees arising from this contract or its performance. The CONTRACTOR and the CITY hereby agree and covenant that the CONTRACTOR has incorporated in this original bid, which constitutes the contract sum payable by the CITY to the CONTRACTOR, specific additional consideration sufficient to support this obligation of indemnification provided for in this paragraph. It is the CITY'S and CONTRACTOR'S full intention that this provision shall be enforceable and said provision shall be in compliance with Florida Statute 725.06.

6.3 The execution of this Agreement by the CONTRACTOR shall obligate CONTRACTOR to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in the *Insurance Advisory Form,* herein. However, the indemnification provision, and the insurance provision contained in this Contract are not interdependent of each other, each one is separate and distinct from the other.

6.4 The obligation of the CONTRACTOR to indemnify the CITY is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the CITY or the CONTRACTOR.

7.0 PAYMENT BY CITY

7.1 The CITY agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions as provided in the specifications.

8.0 CHANGES IN THE WORK

8.1 The CITY, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.

8.2 All change orders and adjustments shall be in writing and approved by the City Manager or City Commission if required, otherwise, no claim for extras will be allowed.

8.3 The General Contractor and all of his subcontractors shall be apprised of, and familiar with, the following conditions and procedures governing extra work under the Contract:

8.3.1 Any change order has to be recommended by the City Manager and officially approved by the City Commission before any steps are taken to implement the change order.

8.3.2 Should the CONTRACTOR or any of his subcontractors commence with the work without making a claim in writing for unforeseen extra work he encounters, it will be construed as an acceptance and agreement by him that any such work is required under the contract and no future claim for extras will be considered or allowed by the CITY.

8.3.3 No claim for extra work will be allowed unless and until authority for same by written Change Order has been obtained from the City Manager or the City Commission of Boynton Beach, if necessary, which authorization will be signed by the Mayor.

8.3.4 Changes in the work directed in writing by the CITY'S Representative under the following procedures shall become a part of the Contract by a written Change Order.

8.3.5 Information regarding changes in the work involving claims to the CITY for additional work, credits, and/or adjustments under the contract shall be promptly transmitted in writing by the General CONTRACTOR to the CITY'S Representative with full explanations and justifications for his consideration in preparing a Change Order to the Contract.

8.4 The value of any change ordered under the Contract for extra work and/or any reductions in work required, shall be determined under one or more of the following procedures before a written Change Order is issued:

8.4.1 By such applicable unit prices, if any, as are set forth in the Contract except in those cases where increases in quantities exceed fifteen (15) percent of the original bid quantity and the total dollar change of that bid item is significant in the opinion of the Engineer, the unit price shall be subject to review to determine if a new unit price should be negotiated; or

8.4.2 If no such unit prices are set forth, then by a lump sum or other unit prices mutually agreed upon by the CITY and the CONTRACTOR; or

8.4.3 By cost reimbursement, which is the actual cost for labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work plus fifteen (15) percent to cover the cost of general overhead and profit. For all labor and foreman in direct charge of the authorized operations, the CONTRACTOR shall receive the current local rate of wages to be agreed upon in writing before starting such work, for each hour said labor and foreman are actually engaged thereon. An upper limit of total cost and of profit shall be agreed upon and shall not be exceeded unless approved by the CITY.

8.4.3.1 The CONTRACTOR shall submit sufficient cost and pricing data

to enable the Engineer to determine the necessity and reasonableness of costs and amounts proposed and the allowed and eligible costs proposed.

8.4.3.2 The CONTRACTOR shall have an accounting system which accounts for such costs in accordance with generally accepted accounting principles. This system shall provide for the identification, accumulation and segregation of allowable and unallowable Change Order costs.

8.4.3.3 Where it is indicated that the Contract is federally or State assisted, the CONTRACTOR'S attention is directed to the applicable rules and regulations relative to cost principles which must be used for the determination and allowability of costs under grant.

8.4.3.4 In no case shall fringe benefit costs on direct labor costs exceed forty (40) percent of direct labor costs.

8.4.3.5 In no case shall the CONTRACTOR and Subcontractors' general overhead and profit in the aggregate exceed fifteen (15) percent of the total cost of direct labor, fringe benefits, direct overhead, materials, supplies, equipment and directly related services supplied by him. Among the items considered as general overhead are bonds, insurance, incidental job burdens, supervision and general office expenses.

8.4.3.6 In no case shall the CONTRACTOR'S cost for administering subcontracts exceed five (5) percent of the subcontractors' cost not including subcontractors' profit.

8.4.3.7 For special equipment and machinery such as power driven pumps, concrete mixers, trucks, and tractors, or other equipment, required for the economical performance of the authorized work, the CONTRACTOR shall receive payment based on the agreed rental price for each item of equipment and the actual time of its use on the work provided that the rental price shall not exceed the current rates published by the Equipment Guide Book Company in the Blue Book, "Rental Rates for Construction Equipment". Rate shall be daily, weekly or monthly as appropriate.

8.4.3.8 Records of extra work done shall be reviewed at the end of each day by the CONTRACTOR and the Engineer. Such daily records shall clearly distinguish between the work done under the contract and that done under the Change Order. Duplicate copies of the accepted daily records shall be made, signed by the CONTRACTOR and the Engineer and one copy retained by each.

8.5 Claim of payment for extra work shall be submitted by the CONTRACTOR upon certified statement supported by receipted bills. Such statements shall be

submitted for the current contract payment for the month in which the work was done. No claim for extra work shall be allowed unless that same was ordered, in writing, as aforesaid and the claim presented at the time of the first estimate after the work is completed.

8.6 No Field Change Directive or Change Order shall be authorized by the Project Manager if the Contractor has added language to the Field Change Directive or Change Order or to any cover letter, e-mail, facsimile, or other written document which accompanies the Field Change Directive or Change Order in which the contractor attempts to reserve any future right or claim arising out of the work which is the subject of the Field change Directive or Change Order.

9.0 INSURANCE

9.1 The CONTRACTOR shall maintain during the term of this contract commercial liability, motor vehicle, and property damage insurance, acceptable to the CITY, covering the work contracted and all operations connected herewith, and whenever any of the work in the contract is to be sublet, CONTRACTOR'S contingent or protective liability and property damage insurance. Such insurance shall provide limits not less than those set forth on the insurance requirement schedule *Insurance Advisory Form.*

9.2 Required insurance shall be documented in a certificate of insurance which provides that the CITY of Boynton Beach shall be notified at least fifteen (15) days in advance of cancellation, nonrenewal or adverse change. Contractor agrees to furnish policies if Certificate of Insurance is not acceptable.

9.3 The CONTRACTOR shall take all necessary precautions to prevent the generation of loud, unnecessary noise in conjunction with his operations at the work site. Internal combustion engines used with construction equipment shall be equipped with mufflers, as required by the Code of the City of Boynton Beach, and the CONTRACTOR shall comply with all requirements of this Code as they pertain to prevention of noise. No pile driver, excavating or other construction equipment, pneumatic hammer, derrick, the use of which is attend by loud or unusual noise, shall be operated between the hours of 6:00 P.M. and 7:00 A.M., except by written permission of the City Manager, and then only in case of emergency.

11.0 GUARANTEE AND WARRANTIES

11.1 All the work shall be guaranteed to remain in good condition for one year from date of acceptance.

12.0 TERMINATION OF CONTRACT

12.1 If the work to be performed under the contract is assigned by the CONTRACTOR other than provided for herein; if the CONTRACTOR should be adjudged as bankrupt; if a general assignment of his assets be made for the benefit of his creditors; if a receiver should be appointed for the CONTRACTOR or any of his property; if at any time the Engineer shall certify in writing to the

City Manager that the performance of the work under the contract is being unnecessarily delayed or that the CONTRACTOR is willfully violating any of the conditions, provisions, or covenants of the contract, plans or specifications, or that he is executing the same in bad faith or otherwise not in accordance with the terms of the contract; if the work be not fully completed within the time named for its completion or within the time to which such completion date may be extended; or if other just causes exist, the City Manager may serve ten (10) days' written notice upon the CONTRACTOR of the intent to terminate the contract for the CITY and if the CONTRACTOR shall not, prior to the effective date of termination set forth in such notice, take such measures as will, in the judgment of the City Manager, ensure the satisfactory performance of the work, the City Commission and the City Manager may declare the contract terminated on the effective date specified in such notice, or any date subsequent thereto. In the event of such termination, the City Manager shall notify the CONTRACTOR and Surety and the CONTRACTOR shall immediately respect such notice and stop work and cease to have any right to the possession of the ground and shall forfeit his contract. Upon such termination, the City Manager shall provide the Surety with written notice of the CITY'S action and the Surety shall within ten (10) days of receipt of said notice remedy the default or the Surety shall as expeditiously as possible:

12.1.1 Complete the contract in accordance with its terms and conditions, or

12.1.2 Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety and the CITY of the lowest responsible bidder, make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts or completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by CITY to CONTRACTOR under the contract and any amendments thereto, less the amount properly paid by CITY to CONTRACTOR.

13.0 CONTRACT CONTROLS

13.1 The subject contract between the CITY and the CONTRACTOR shall supersede any and all documents executed between the parties relative to the project. In the event of any inconsistencies, the terms, provisions and conditions set forth in the subject contract shall supersede all other documents and shall be controlling.

14.0 TIME OF ESSENCE

14.1 Inasmuch as the provisions hereof, and of the specifications herein, and of all the other contract documents relating to the times of performance and completion of the work are for the purpose of enabling the CITY to complete the construction of a public improvement in accordance with a predetermined program, all such time limits are of the essence of the contract.

15.0 REMEDY FOR DELAY

15.1 In the event of any delay in the project caused by any act or omission of the CITY, its agents or employees, by the act or omission of any other party, or delay caused by weather conditions or unavailability of materials, the sole remedy available to CONTRACTOR shall be by extension of the time allocated to complete the project. No monetary damages shall be claimed or awarded to CONTRACTOR in association with any delay in the project caused by an act or omission of the CITY, its agents or employees.

15.2 Failure on the part of CONTRACTOR to timely process a request for an extension of time to complete the work shall constitute a waiver by CONTRACTOR and CONTRACTOR shall be held responsible for completing the work within the time allocated by this contract.

15.3 All requests for extension of time to complete the work shall be made in accordance with the General Conditions for Construction.

15.4 For the purpose of this section the phrase "the CITY, its agents and employees" shall include but shall not be limited to the architect, project manager and consulting engineers.

16.0 INTEGRATED CONTRACT.

16.1 This Contract, together with attachments or addenda, represents the entire and integrated Contract between the City and the Contractor and supersedes all prior negotiations, representations, or Contracts written or oral. This Contract may be amended only by written instrument signed by both city and Contractor.

17.1 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

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

CITY OF BOYNTON BEACH

Attest:

By:_____
Lori LaVerriere, City Manager

_____
City Clerk

_____day of_____, 2017

APPROVED AS TO FORM:

By_____
City Attorney

Attest:

By: CONTRACTOR

Detailed Sports Turf Construction, Inc.

_____

_____

Print Name: Thomas J. Morow Date: 1/27/17

Title: President/ CEO

(SEAL)

STATE OF FLORIDA)
) SS
COUNTY OF Martin)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Thomas J. Morrow of who is personally known to me or has produced N/A as identification, and acknowledged execution of the foregoing Agreement as the proper official of _____ of for the use and purposes mentioned in it and that the instrument is the act and deed of the Corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 27 day of January, 2017.

JAIMI S. CLARK
Notary Public - State of Florida
My Comm. Expires May 17, 2017
Commission # FF 016302

NOTARY PUBLIC
My Commission Expires:

WARRANTY

The undersigned,

Thomas J. Mulcahy / Detailed Sports Turf Const., hereby agrees for a period of one (1) year from the date hereof, to repair any defect or damages resulting from the work conveyed to the City of Boynton Beach (the "City"), pursuant to that certain Bill of Sale or Plans dated_____which is result of a defect in the materials or workmanship. The undersigned, upon notice of such defect, shall make the foregoing repairs as soon as reasonably possible or, if such repairs have already been made by the City, the undersigned, upon receipt of evidence of the costs reasonably incurred by the City in the making of such repairs, shall forthwith refund same to the City. Anything herein to the contrary notwithstanding, the City shall have the sole obligation to perform all maintenance required. Accordingly, the undersigned shall have no liability hereunder in the event that the repairs result from the failure of the City to properly maintain same or misuse or abuse (except, however, nothing contained herein shall be construed to release the undersigned from liability for damage or defect caused by acts of the undersigned or its employees or agents in connection with the completion by the undersigned of the project).

Date: January 27, 2017

By: _____
President

Detailed Sports Turf Construction, Inc.
Name of Company

(CORPORATE SEAL)

STATE OF FLORIDA)
SS:
COUNTY OF Martin)

I, HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements, personally appeared Thomas J. Morrow, Florida Corporation and general partner of Detailed Sports Turf Construction, Inc. A Florida limited partnership, to me known to be person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the uses and purposes therein expressed.

Notary Public, State of Florida

My Commission Expires:
May 17, 2017

JAIMI S. CLARK
Notary Public - State of Florida
My Comm. Expires May 17, 2017
Commission # FF 016302

FINAL ESTIMATE RECONCILIATION AGREEMENT

This Final Estimate Reconciliation Agreement covering the period from _____, to _____, supersedes any and all previous correspondence or verbal agreement regarding deletions or additions to the scope of work in the performance of the contract dated _____ for construction of _____ and all appurtenant work thereto in the City of Boynton Beach, Palm Beach County, Florida.

It is hereby agreed and understood that all quantities and prices shown on the attached Final Estimate No. are correct and the amount of $_____ constitutes final payment, including retainage, and Change Order No._____ for all materials furnished and work performed by_____, Contractor, and all other contractors, in the construction and completion of the above project, all which were to be performed in strict accordance with the terms of the original contract.

It is further agreed and understood that the one-year warranty period of workmanship and materials furnished shall commence on final completion and acceptance by the Owner, City of Boynton Beach, as outlined in Paragraph 14.0 of the General Conditions.

By:_____

RECOMMENDED FOR APPROVAL:

By: _____

ACCEPTED:_____

By:_____

Date:_____

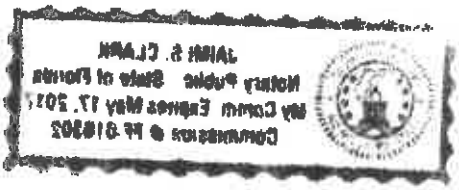
State of Florida)
) SS:
County of ~~Palm Beach~~ Martin)

On this 27 day of January, 20 17, Thomas J. Morrow, personally appeared before me duly authorized to administer oaths Thomas J. Morrow to me known to be the persons described herein and who executed the foregoing instrument and have acknowledged before me and they have executed same.

Notary Public

My Commission Expires: 5/17/17

JANN B. CLARK
Notary Public - State of Florida
My Comm. Expires May 17, 2017
Commission # FF 016302


JAMIE S. CLARK
Notary Public State of Florida
My Comm. Expires May 17, 2012
Commission # FF 018302

The bidder, by submission of this Bid acknowledges that the bidder has been advised that in the event bidder contests the award of this project to another bidder, that the bidder damages, if any, are limited to actual Bid preparation costs and bidder hereby waives any claim it may have for other damages coming from the City's failure to award the project bidder.

Date January 26, 2017

Detailed Sports Turf Construction, Inc.
(Name of bidder: Corporation, Firm or Individual)

By _____
Signature

Thomas J Morrow
Printed Name

President/ CEO
Title

772.546.8013
Telephone Number

Florida Contractor's License Number P99000016250

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

REVISED - BP - 3

Office Location:

9142 SE Pomona Street ◆Hobe Sound, FL. 33455

President/ CEO: Thomas J. Morrow

Vice President/ CFO: Jaimi S. Clark

Email: DSTsportsturf@aol.com

Cell: 772.260.0737
Cell: 772.260.0112
Office: 772.546.8013
Fax: 772.546.6207

www.DSTsportsturf.com

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SECTION 1

Owners Profile

Golf Construction Qualifications

Experienced Personnel

Schedule of Equipment

List of Suppliers

Corporate Office:
9142 SE Pomona Street
Hobe Sound, Florida 33455
Phone (772) 546-8013
Fax (772) 546-6207
Email DSTsportsturf@aol.com
Web: DSTsportsrf.com

Regional Office:
137 Lost Indian Trail
Suches, Georgia 30572
Office: (706) 838-0237

PROFILE

With over 33 years' experience in the turfgrass and golf industry, I was a highly-respected golf course superintended with exceptional qualifications in all facets. Ranging from small and large renovation projects to layout. Working my way up from a golf course assistant to the main course superintendent. Now, a hands on business owner. I start and complete all project myself.

OBJECTIVE:

To excel in the turf grass development industry.

LICENSES & ACHIEVEMENTS:

Currently hold a Florida Restricted-use Pesticide license for Turf and Ornamentals

PROJECT ARCHITECT:

~ Brian Silva- Brian Silva Design
~ Harry Bower- Signature Design Services
~ Jack Nicklaus- Nicklaus Design
~ Jimmy Fazio- Fazio Golf Course Designers, Inc.
~ Joe Lee- Joe Lee Design
~ John Sanford- Sanford Golf Design
~ Kipp Schulties- Kipp Schultied Golf Design, Inc.
~ Tom Fazio- Tom Fazio II Golf Design
~ Tom Pearson- Pearson Golf Design
~ Arthur Hill - Hills & Forrest International Golf Course Architects

EMPLOYMENT:

2003 to Present

Owner /President - DST Turf farms, Inc. Indian Town, Florida
Growing of certified 419 Bermuda grass, and maintenance of fields to maintain SSCA industry standards.

1999 to Present

President CEO - Detailed Sports Turf Construction, Inc. - Hobe Sound, Fl. Specializing in golf course and athletic field construction. Project responsibilities to include but not limited to drainage work, land clearing, pump stations installation, shaping, laser leveling, irrigation installation, hydro seeding, USGA Greens construction, tees, bunkers, lake bank improvements, bulk head work and irrigation pond construction. Grassing and grading. I have the knowledge and experience to give my clients the professionalism they deserve. With my attention to detail and daily field decisions allows me to bring my projects in on time and on budget. From consultation to completion, I am committed to quality.

1994-1999:
Owner /President - Detail Turf, Inc. - Palm City, Florida
Superintendent of Golf Course Construction Company.
During the course of this company, I was responsible to supervise and manage a large range of re-construction projects on many golf courses and athletic field complexes in Florida. From land clearing to earth work, laser leveling tee tops and reshaping of bunkers, usga greens construction and shaping, installation of irrigation systems, lake bank improvements and grassing.

1988-1993:
Golf Course Superintendent-
Turtle Creek Golf Club -Tequesta, Fl.
Grounds and greens keeper Superintendent. In charge of maintaining an 18- hole Championship golf course. All renovations of this 180-acre course were done in-house by my staff, myself and the assistance of Joe Lee, golf course designer for a period of 5 years. Other responsibilities were preparing and submitting annual operations budget for golf and ornamental maintenance as well as capital expenditure budget. Accomplishments include structuring entire golf and ornamentals operation to function on a cost-effective basis, while establishing the highest standard of playing conditions during this golf course season.
Duties include supervising 12-person crew, 419 Bermuda grass fairways and rough, trees and shrubs, TifDwarf Bermuda Grass Greens.

1981-1988:
Golf Course Superintendent -
Jonathan's Landing Golf Club, Inc. & Old Trail Golf club- Jupiter, Florida

Jonathan's Landing- Hired as Golf Course Superintendent. Responsible
For the 18-hole course, Clubhouse grounds, parking lot, tennis facilities, annual beds, waterways and golf cart shuttle. Also, responsible for preparing and submitting annual budgets, purchasing of course equipment, all materials and supplies plus
Over-seeding.

Old Trail Golf Club- Assisted in the cultivation and construction of the 18- hole course
Supervisor 18 hourly employees, including head mechanic, irrigation technician, pesticide fertilizer technician, equipment operators and laborers. Duties include Daily management of golf course, clubhouse, grounds, parking lot, Tennis grounds, annual beds waterways and golf cart shuttle (aquatic craft that transports golf carts across a waterway) purchase of golf Course equipment, materials, and supplies and over seeding, Pen-cross bent grass, Bermuda grass 419 fairways and roughs also TifDwarf Bermuda Greens, 125 acres

GOLF COURSE REFERANCES

Detailed Sports Turf Construction, Inc.

9142 SE Pomona Street ◆ Hobe Sound, FL. 33455 ◆ www.DSTsportsturf.com

Willoughby Country Club
3001 SE Double Drive
Stuart, Florida 34997

GCS- Jason Riley
O: 772.220.8700
jriley@willoughbygolfclub.com

Work Performed: Practice greens, tees, bunkers and lake bank, 18 holes of Celebration "No-till" Fairways and fairway drainage, shaping, grading and grassing.

Mariner Sands Country Club
6500 SE Mariner Sands Drive
Stuart, Florida 34997

GCS- John Lapikas
O: 772.283.3644
jlapikas@marinersands.com

Work Performed: USGA greens enlargements with liner, shaping, 36 holes of Celebration "No-till" fairways, enlarged driving range practice facility (Yearly) 36 holes of cart paths, new croquet courts and grassing.

Martin County Golf & Country Club
2000 SE St. Lucie Boulevard
Stuart, Florida 34997

GCS- Clive Thacker
O: 772.287.7446
clivethacker@hotmail.com

Work Performed: 27 holes of USGA greens, tee renovations, laser leveling, shaping, drainage work and grassing.

Miles Grant Country Club
5101 SE Miles Grant Road
Stuart, Florida 34997

GCS- Paul Davidson
O: 772.708.9795
golfcourse@milesgrant.net

Work Performed: 9 holes of USGA greens and tee renovations.

Palm Cove Golf Club
2363 SW Carriage Hill Terrace
Palm City, Florida 34990

GCS- Chris Gast
O: 772.260.2275
palmcovevegcm@gmail.com

Work Performed: 18 holes of Celebration "No-till" fairways, tees and enlarged driving range tee.

Crane Creek @ Martin Downs Country Club
3801 SW Greenwood Way
Palm City, Florida 34990

GCS- Mark Thomas
O: 772.607.3611
martindownssuper@gmail.com

Work Performed: Complete renovations of hole #1 & 18, including demolition, earthwork, clearing, shaping, sub-surface drainage, USGA greens construction, putting green and nursery green, tees, fairways, bunkers, cart paths, wood bulk head removal, big roll turf and sprig installation. Plus installations of new irrigation system.

The Fox Club
10664 SW Whooping Crane Way
Palm City, Florida 34990

GCS- Tom Howell
O: 772.260.9125
thowellfoxclub@aol.com

Work Performed: New Tees & enlargements, 8 acers of "No-till" fairways and ½ acer of greens renovations.

Ocean Village Club
2400 S. Ocean Drive
Ft. Pierce, Florida 34949

Club Manager, LCAM
Norman Spector
O: 772.489.0300
norman@bristolmanagement.com

Work Performed: Renovations to the 9 hole golf course. Renovations included greens, tees, laser leveling, shaping and grassing.

Bartow Golf Club
190 Idlewood
Bartow, Florida 33830

GCS- Mark Hopkins
O: 863.534.0145

Work Performed: 18 holes of greens, tees, and sand traps.

The Viera East Golf Club
5250 Murrell Road
Viera, Florida 32955

GCS- Scott Mosher
O: 321.261.2358

Work Performed: Rebuilding 18 holes of greens and tees, 2 practice greens, shaping, laser leveling and grassing. *Joe Lee- Joe Lee Design*

Lost Lakes Golf Course
8340 SE Fazio Drive
Hobe Sound, Florida 33455

GCS- George Colemon
O: 772.220.4833
george@groveft.com

Work Performed: Renovated 18 holes of greens, putting and nursery green, shaping, re-constructed all tees, enlarged the driving range tee and grassing.
Tom Fazio Golf Design

Jupiter Dunes Golf Club
401 N. US Hwy 1
Jupiter, Florida 33458

GCS- Travis Lincoln
O: 772.486.2627
travislincoln2013@yahoo.com

Work Performed: Shaping, laser leveling, and installation of a rock seawall, 18 holes of greens, tees, and sand traps. Up-grade to the irrigation system, cart path to black top asphalt and grassing.
Tom Pearson- Pearson Golf Design

The Everglades Club
356 Worth Avenue
Palm Beach, Florida 33480

GCS- Peter Brokes
O: 561.820.2670
peterbrokes@theevergladesclub.org

Work Performed: Converted 137 bunker faces from Tifway 419 to Tifgrade and added "Sand Trapper" trap liner. 18 holes of tees.

Driving Range; including demolition, earthwork, clearing, shaping, laser leveling, target greens, new construction of practice area, Greens Collars
Brian Silva- Brian Silva Design

Gulf Stream Golf Club
2401 N. Ocean Blvd.
Gulfstream, Florida 33483

GCS- Ryan Swilley
O: 561.278.1159
rswilley@gsgcfl.com

Work Performed: 12 acres of grassing- 2015/ 15 acers of grassing- 2016

Ironhorse Country Club
8055 Ironhorse Boulevard
West Palm Beach, Florida 33412

Club Manager, Jason Hayes
O: 561.624.5550
jason@ironhorsecc.com
GCS- Jay Pacholczak
C: 772.215.4785
GCM@ironhorsecc.com

Work Performed: 48 Acres of Celebration "No-till" fairways, tees, ½ acre of USGA greens. Driving range practice facility.
Arthur Hill - Hills & Forrest International Golf Course Architects

Golf Reference's- Other

Abacoa GC PBG, FL
Addison Reserve CC Delray Beach, FL
Atlantis CC Lake Worth, FL
Bear Lakes CC WPB, FL
Bartow GC Bartow, FL
Barefoot Bay Barefoot Bay, FL.
Boca Grove CC Boca, FL
Bonita Bay Club Bonita Springs, FL
Crane Creek CC PSL, FL
Celebration GC Celebration, FL
Crystal Lakes Coral Gables, FL
Deerfield CC Deerfield Beach, FL
Emerald Dunes West Palm, FL
Everglades Club Palm Beach, FL
Frenchmans Reserve, Jupiter, FL
Gasparilla Inn GC Rontonda West, FL
Gulfstream Golf Club, Delray Beach, FL.
High Ridge Country Club Boynton Beach, FL
Hobe Sound CC, Hobe Sound, FL
Island Dunes CC Jensen Beach, FL
Indian Creek CC Indian Creek, FL.
Ironhorse CC WPB, FL
Jupiter Dunes GC Jupiter, FL
Jupiter Hills CC Jupiter, FL
Lago Mar Country Club Plantation, FL
Lakewood Ranch GC Bradenton, FL
Loblolly Pines CC Hobe Sound, FL
Lost Lakes CC Hobe Sound, FL
Lost Tree Club North Palm Beach, FL
Mariner Sands CC Start, FL
Martin County CC Stuart, FL
Martin Downs CC PSL, FL
Miles Grant Golf Club Stuart, FL
North Palm Beach CC, North Palm Beach, FL
Ocean Reef Club Key Largo, FL
Ocean Village Fort Pierce, FL
Old Palm Golf Course Palm Beach Gardens, FL
Orangebrook GC Plantation, FL
Palm Beach Par 3 Palm Beach, FL
Palm Cove CC Palm City, FL
Pine Tree Golf Club Boynton Beach, FL
Quail Ridge CC Boynton Beach, FL
Riverbend GC Tequesta, FL
Riviera CC Coral Gables, FL
Sailfish Point Golf Club Stuart, FL
Seminole Golf Club North Palm Beach, FL
Stuart Yacht & Country Club Stuart, FL
Tequesta Country Club Tequesta, FL
The Bears Club Jupiter, FL
The Links @ Boynton Beach Lantana, FL
The Fox Club, Palm City, FL
The Loxahatchee Club Jupiter, FL
Trump International Palm Beach, FL
Turtle Creek Club Tequesta, FL
Viera East Golf Club Viera, FL
Willoughby Golf Club Stuart, FL
Wycliffe Golf & Country Club Lake Worth, FL

Experienced Personnel to be provided on this project:

Thomas J. Morrow- 35 Years' Experience Over-all
Owner / Operator

15 Years' Experience Golf Course Superintendent / Greens Keeper
20 Years' Experience with operating Laser grading equipment
20 Years' Experience with Golf Course Construction
20 Years' Experience in Athletic Field Construction

Louis N. Morrow - Superintendent / Equipment Operator

11 Years' experience with our Firm
11 Years' experience Athletic Fields Construction
11 Years' experience Golf Course Construction

Dwight Dowler - Superintendent / Equipment Operator

15 Years' experience with our Firm
13 Years' experience Athletic Fields Construction
15 Years' experience Golf Course Construction

Joe Walker - Irrigation Superintendent / Equipment Operator

10 years' experience with our Firm
15 Years' experience Construction & Golf Course

Craig Clark - Superintendent

9 years' experience with our Firm
7 Years' experience Athletic Fields Construction & Golf Course

---

Francisco Felipe - Superintendent / Supervisor of labors / Equipment Operator

18 Years' experience with our Firm
18 Years' experience Athletic Fields Construction & Golf Course

---

10 Labors to be provided

Schedule of Available Equipment to be Provided for this Project:

(Owned & Operated by DST Staff)

1/ Track-hoe (Leased)

1/ 714 Articulating Dump Truck (Leased)

1/ 650 John Deere Dozer

1/ Deere Tractor 5210

2/ Custom "Sprig Master No-Till" Machines

1/ 18 Yard Dump Truck w/ Flotation Tires

2/ John Deere Rototillers

4/ Taylor Dump Trailers (3 yard capacity each)

1/ Custom Sand- pro

1/ T590 Skid-steer Bob Cat

2/ TCM 820 Loader 2 yard

2/ Kubota Loader 1yard Kubota tractor

1/ John Deere 4720 w/ Grandmaster Pro Laser Grader

1/ John Deere 4300 W/ Diamond Series Laser Grader

1/ John Deere Top Dressing Unit

1/ Ingersoll Rand Roller 4 ton roller

4/ Sodcutters

All hand tools necessary to perform scope of work

List of Current suppliers:

Supplier	*Product*	*Location*	*Credit*
Golf Agronomics	Aggregates'	Sarasota, Fl.	Open
Florida Superior Sands	Aggregates'	Fort Peirce, Fl.	Open
Kings Ranch, Inc.	Certified Celebration Sod	Indian Town, Fl.	Open
Neff Rentals	Equipment	North Palm Beach, Fl.	Open
Pike's Creek Turf	Tifeagle Sod	Adel,Ga.	Open
Tri-est Ag. Group	Fumigants	Palmetto, Fl.	Open
Wright Turf Farms, Inc.	Certified 419	Albany, Ga.	Open

If you need a certain supplier, please contact the office. The above suppliers we use daily, but we have accounts with other suppliers as well.

SECTION 2

Project Completion References

Completed/Pricing- Short List (excluding project of 100,000 or l e s s)

Washington Nationals Training Complex	Viera, FL.	Thomas Bell Thomas.bell@nationals.com 321.633.9231	$135,000	3 weeks
Ironhorse Country Club	WPB, FL.	Jay Pacholczak 772.215.4785 gcm@ironhorsecc.com	$200,000 $165,000	4/w 4/w
Jupiter Dunes Golf Club	Jupiter FL.	Travis Lincoln 772.486.2627 Travislincoln2013@yahoo.com	$210,000	8 Weeks
Willoughby Golf Club	Stuart, FL.	Jason Riley jriley@willoughbygolfclub.com 772.220.8702	$350,000	8 weeks
Crane Creek @ Martin Downs Country Club	Palm City, FL.	Chris Gast martindownssuper@gmail.com 772.260.2275	$360,000	8 weeks
Ocean Village Golf Club	Ft. Pierce	Norman Spector Norman@bristolmangement.com 772.489.0300	$150,000	4 Weeks
Halpatiokee Park	Stuart, FL.	Timothy Taylor mowone@bellsouth.net 772.283.2648	$1,600,000	10 Weeks
Mariner Sands Country Club	Stuart, FL.	John Lapikas jlapikas@comcast.net 772.283.3644	$150,000 $200,000	2/w 3/w
Everglades Club	Palm Beach, FL.	Peter Brook pesuep@aol.com 561.820.2670	$225,000 $110,000 $250,000 $145,000	6/w 3/w 6/w 5/w
Viera East Golf Club	Viera, FL.	Scott Mosher mainiacmosher@aol.com 321.302.4814	$245,000	4 weeks
Lost Lakes Country Club	Hobe Sound, FL.	George Coleman 772.220.4833	$168,000	4 Weeks
The Fox Club	Palm City, FL.	Tom Howell 772.260.9125 thowellfoxclub@aol.com	$160,000	5 weeks
Gulfstream Golf Club	Gulfstream, FL.	Ryan Swilley rswilley@gsgcfl.com 561.278.1159	$110,000	4 Weeks
Martin County High School	Stuart, FL.	Brent Martin brent@pirtleconstruction.com 954.214.2860	$888,000	6 Weeks

SECTION 3

Insurance

W-9

Licenses

Letter of Bond-ability

ACORD

CERTIFICATE OF LIABILITY INSURANCE

SAB
R022

DATE (MM/DD/YYYY)
12/23/2016

THIS CERTIFICATEIS 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

PAYCHEX INSURANCE AGENCY INC
210705 P: F:(888) 443-6112
PO BOX 33015
SAN ANTONIO TX 78265

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Twin City Fire Ins Co	29459
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

DETAILED SPORTS TURF CONSTRUCTION INC
9142 SE POMONA ST
HOBE SOUND FL 33455

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A		76 WEG TZ2753	11/14/2016	11/14/2017	X PER STATUTE / OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE- EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

City of Boynton Beach
PO BOX 310
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

Mar Maillox

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ACORD 25 (2016/03)

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/23/2016

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

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

PRODUCER
Campbell-Wilson Insurance Agency
8827 SE Bridge Road
Hobe Sound FL 33455-5310

CONTACT NAME: Commercial Lines Department
PHONE (A/C, No, Ext): (772) 546-5600 FAX (A/C, No): (772) 546-1008
E-MAIL ADDRESS: cwia@campbell-wilson.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Southern Owners Insurance Comp	10190
INSURER B: Owners Insurance Company	32700
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Detailed Sports Turf
9142 Se Pomona Street
Hobe Sound FL 33455-5524

COVERAGES CERTIFICATE NUMBER: 2016 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: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	Y	72053710	4/20/2016	4/20/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Premises/Operations	$ $ $ $ $ $ $	1,000,000 300,000 10,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS	X		4783979700	4/20/2016	4/20/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ $ $ $ $	1,000,000 10,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION $			None			EACH OCCURRENCE AGGREGATE 	$ $ $	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		None			PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	
A	CONTRACTORS EQUIPMENT ASED RENTED/LEASED EQUIPMENT			72053710	4/20/2016	4/20/2017	All risk $1,000 deductible		$65,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
State of Florida Excavating Landscape Operations Blanket additional insured for certholder applies
Additionally Insured Info:
The Links At Boynton Beach
8020 Jog Road
Boynton Beach, Fl 33437

CERTIFICATE HOLDER
(561) 742-6357
City of Boynton Beach
PO Box 310
Boynton Beach, FL 33425-0310

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
Joanne Wilson/JO

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Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Detailed Sports Turf Construction, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
9142 SE Pomona Street

Requester's name and address (optional)
The City of Boynton beach
100 E. Boynton Beach Blvd
po box 310
Boynton Beach, Florida 33425-0310

City, state, and ZIP code
Hobe Sound, Florida 33455

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
6 5 - 0 9 0 5 0 3 7

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ 1/27/17

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

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

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

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

MARTIN COUNTY ORIGINAL
BUSINESS TAX RECEIPT
Honorable Ruth Pietruszewski CFC, Tax Collector
3485 S.E. Willoughby Blvd., Stuart, FL 34994
(772) 288-5604

Account 1999-275-0679 Cert
Phone (772)546-8013 Sic No 238990
Location 9142 SE POMONA ST HS

Prev Yr	$.00	Lic Fee	$26.25
	$.00	Penalty	$.00
	$.00	Coll-Fee	$.00
	$.00	Transfer	$.00

TOTAL $26.25

Has satisfied requirements to engage in the business, profession
or occupation of TURF RECONSTRUCTION
at location listed for the period beginning on the
29 Day of JULY
AND ENDING SEPTEMBER 30 2017

MORROW, THOMAS J
DETAILED SPORTS TURF
CONSTRUCTION, INC.
9142 SE POMONA STREET
HOBE SOUND, FL 33455

800 2015 03859.0001 PAID

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

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

LOCATED AT
9142 SE POMONA STREET
HOBE SOUND, FL 33455

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BIL
81-0192 GOLF COURSE INSTALLATION - NO	DETAILED SPORTS TURF CONSTRUCTION INC		U16.640270 - 08/09/16	$33.00	B40170

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

STATE OF FLORIDA
PALM BEACH COUNTY
2016/2017 LOCAL BUSINESS TAX RECE

B3 - 542

DETAILED SPORTS TURF CONSTRUCTION INC
DETAILED SPORTS TURF CONSTRUCTION INC
9142 SE POMONA ST
HOBE SOUND, FL 33455-5524

LBTR Number: 201468438
EXPIRES: SEPTEMBER 30, 201

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

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation

DETAILED SPORTS TURF CONSTRUCTION, INC.

Filing Information

Document Number	P99000016250
FEI/EIN Number	65-0905037
Date Filed	02/19/1999
State	FL
Status	ACTIVE

Principal Address

9142 S.E. POMONA STREET
HOBE SOUND, FL 33455

Mailing Address

9142 S.E. POMONA STREET
HOBE SOUND, FL 33455

Registered Agent Name & Address

CLARK, JAIMI S
9142 SE PAMONA ST
HOBE SOUND, FL 33455

Name Changed: 03/28/2003

Address Changed: 04/24/2000

Officer/Director Detail

Name & Address

Title PD

MORROW, THOMAS J
9142 S.E. POMONA STREET
HOBE SOUND, FL 33455

Title VP

CLARK, JAIMI S
9142 S.E. POMONA STREET
HOBE SOUND, FL 33455

Annual Reports

Report Year	Filed Date
2014	04/04/2014
2015	04/13/2015
2016	04/19/2016

Document Images

04/19/2016 -- ANNUAL REPORT	View image in PDF format
04/13/2015 -- ANNUAL REPORT	View image in PDF format
04/04/2014 -- ANNUAL REPORT	View image in PDF format
04/25/2013 -- ANNUAL REPORT	View image in PDF format
04/03/2012 -- ANNUAL REPORT	View image in PDF format
01/28/2011 -- ANNUAL REPORT	View image in PDF format
03/15/2010 -- ANNUAL REPORT	View image in PDF format
03/24/2009 -- ANNUAL REPORT	View image in PDF format
03/18/2008 -- ANNUAL REPORT	View image in PDF format
03/26/2007 -- ANNUAL REPORT	View image in PDF format
03/27/2006 -- ANNUAL REPORT	View image in PDF format
03/10/2005 -- ANNUAL REPORT	View image in PDF format
05/03/2004 -- ANNUAL REPORT	View image in PDF format
03/28/2003 -- ANNUAL REPORT	View image in PDF format
04/02/2002 -- ANNUAL REPORT	View image in PDF format
04/02/2001 -- ANNUAL REPORT	View image in PDF format
04/24/2000 -- ANNUAL REPORT	View image in PDF format
02/19/1999 -- Domestic Profit	View image in PDF format

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State of Florida, Department of State

Nielson, Wojtowicz, Neu & Associates
A Member of: Nielson & Company, Inc.
THERE IS A DIFFERENCE...

RE: Detailed Sports Turf Construction, Inc.

To Whom it May Concern:

This is to advise you that our office provides Bid, Performance, and Payment Bonds for **Detailed Sports Turf Construction, Inc.** Their surety is Developers Surety and Indemnity Company, which carries an AM Best Rating of A-, VIII and it is listed in the Department of Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, **Detailed Sports Turf Construction, Inc.** and Developers Surety and Indemnity Company should be in a position to provide Performance and Payment Bonds in the amount of $2,000,000.00 for a single project and $4,000,000.00 aggregately.

Detailed Sports Turf Construction, Inc. is an excellent contractor and we hold them in highest regard. We are extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

We obviously reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds, and we cannot assume liability to any third party, including you, if we do not execute said bonds.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Glenn Arvanitis
Surety Bond Specialist

Providing Bonds for the Construction Industry
1126 Central Avenue, Suite 200, St. Petersburg, FL 33705
(727) 209-1803 • Toll Free (800) 965-9597 • Fax (727) 209-1335
www.performancebonds.com

SECTION 4

Testimonials

Testimonials

I would like to tell you that I have done three grow in projects in Florida starting in 2003. You are the third contractor I have worked with. I just want you to know that from start to finish on the greens renovation project there was not a hitch. Tom, you and I worked well together, your crew was outstanding. I cannot believe that this project went as easy as it did. I have never worked with a contractor before that was as organized and detail conscious as you were. After all of the construction, I could not find one thing that needed to be fixed or cleaned up. I would highly recommend you for upcoming projects, and other courses.

Thanks again,
Scott A. Mosher
Superintendent, Viera East Golf Club
Viera FL 32955

Detailed Sports Turf has completed numerous projects for us over the last 12 years. Every project completed on time and on budget. The quality of their work is unsurpassed. It is a pleasure working with Tom, Jami and their staff. We will be using Detail Sports Turf on many new projects to come.

Timothy Taylor, President
Sunshine Landesign

I have had my field done many times, but never has it been completed as nice as when DST did it in 2009. They were extremely professional and were careful not to damage any other areas of the field with their equipment. I feel I have the best playing surface in all of Dade County.

Joe Weber,
Christopher Columbus High School

I am writing to confirm our satisfaction with the work performed by Detailed Sports Turf Construction. DST constructed Pompano Beach Community Park "Phase II", this work included clearing and grading, of the existing fields and rebuilding a new Tournament Baseball field and a new Soccer/Football field. DST installed the sub-base soil and clay for the ball field as well as the "BIG Roll sod and then grow the fields in for a period of 60 days.
I are very pleased to have them work for us and look forward to the next project.

Michael R. Boss / President
MBR Construction, Inc.

Detailed Sports Turf, Inc. has been our sports field contractor for the past four years successfully completing numerous projects with us.The most recent projects with us are the Deerfield Beach and Coconut Creek High Schools. Both fields were constructed in a professional and detailed manor.I have no problem what so ever to recommend Detailed Sports Turf, Inc. for anyone's sport field projects.

Scott Greiner, Senior Project Manager
Recreational Design & Construction, Inc.

I want to express our appreciation for the hard work and diligent effort Detailed Sports Turf put into the project. Your assistance with the value engineering effort was key to meeting the county's tight budget requirements. We also appreciate your commitment to the scheduling and completing a quality job ahead of schedule. We all enjoyed working with you and look forward to the next project.

Anthony P Hamilton, Vice President
EHC, Inc. North Charlotte Regional Park

I give DST an A+ rating. I would always give T. Morrow first consideration for any job at Riverbend.

John Scotten, Golf Course Superintendent
Riverbend

Tom Morrow and the whole staff of DST have done a half dozen projects for me here at Lost Lake Golf Club. The work has been done on budget and on time with results beyond my expectations. They treat my course like it was their own. As a result DST will always be my first choice for golf course contractor services.

George Coleman
Superintendent
Lost Lake Golf Club
Hobe Sound, Florida

Over the past 5 years Detailed Sports Turf Construction, Inc. has provided excellent service to our athletic facilities at the City of Pembroke Pines. From laser grading, "Big Roll Sod" installation, clay work and soil profile amendments. They have always done a great job and within stated budget and in a timely manner. Their staff is knowledgeable and professional. They understand the needs of high-use facilities like ours. Here are a few of the projects they have renovated; Pasadena Park, Flamingo Park .Academic Village, Silver Lakes Park and Pines Recreation Center. I highly recommend them, Detailed Sports Turf Construction for your "Sports Field Contractor".

Ed Bylica/ Superintendent of Turf & Landscape
Parks & Recreation Superintendent
City of Pembroke Pines

Detailed Sports Turf, hired by MBR Construction the General contractor for Pompano Beach Community Park Phase II project, from the start of the project to the completion of the project, we found DST Sports Turf's management and staff to be very professional, efficient and competent. They have maintained through the course of construction, constant communications with the owner and the GC. DST have been most cooperative in working with the city staff during the construction phase. The project manager/ owner Thomas J. Morrow provided excellent project supervision and administration and was always available to assist the owner to quickly resolved any issues. I highly recommend this company and encourage you to seriously consider them for your "Sports Field Contractor".

Tammy Good/ PMP
City of Pompano Beach
Civil Engineer II

Detailed Sports Turf Constructed two new baseball infields and one new soccer field for me at MLK/ Dreamland Park in Ft. Pierce, Fl. The work included clay installation, laser leveling soil blends for under the sod, installation of Certified "Big Roll Sod" and the installation of a new irrigation system. DST Sports Turf performed the work on this project in a timely and professional manor. The work was adequately staffed and supervised and we look forward to the opportunity to work with them on future projects. I highly recommend DST Sports Turf for the construction of athletic fields.

Mark DiMascio / Division Manager
St. Lucie County, Florida
Parks, and Recreation Facilities

The Viera East Community Development District Board of Supervisors and Golf Course Management would like to take this opportunity to commend you and your entire workforce for the outstanding greens restoration project completed here in late August of this year (2010). Detailed Sports Turf's adherence to the greens restoration contract and scope of work could not have been better. Because of the long hours you and your staff worked on the project, the restoration work was completed ahead of schedule. This enabled the club to re-open our greens two weeks ahead of schedule. Scott Mosher, GCS, describes you and your entire construction team as the most professional and hardworking he has had the pleasure to associate with. He indicates DST's strong work ethic and attention to detail produced a flawless project with virtually no residual golf course damage. As a result, our customers repeatedly indicate Viera East now has the "Best Greens in Brevard County". Finally, we believe the highest compliment possible to be paid to your organization is that we would not hesitate to select DST over and over again to complete our project work. Thank you again for a job well done!

Vincent Anella, Chairman
Robert W. Johnson, General Manager
Scott Mosher, Golf Course Superintendent

LET US PUT OUR PRINT
ON YOUR CONSTRUCTION NEEDS!!

www.DSTsportsturf.com
Youtube User: DSTsports

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

REQUESTED ACTION BY COMMISSION:
PROPOSED RESOLUTION NO. R17-023 - Amend the FY 2016-2017 budget, which will adjust budgeted appropriations and revenue sources and provide spending authority for Adopted Capital Improvement projects based on passage of the one (1) percent local government infrastructure surtax (Surtax), effective January 1, 2017.

EXPLANATION OF REQUEST:
The City is fortunate to be receiving additional sales tax revenues beginning this calendar year. These revenues are directly attributed to public approval of a local government infrastructure surtax of one (1) percent, effective January 1, 2017. The City's current capital plan did not contemplate this additional revenue because results of the referendum were unknown at the time of budget approval.

The City has established Fund 303 - Local Government Surtax Capital Fund to account for the surtax revenues and to account the projects that are funded by the surtax.

New sales tax revenues will be received for calendar year 2017 beginning next month. As a result, staff estimates that new revenue available for project funding in FY 2016/17 will total around $3.2M.

Staff has identified valued projects that we anticipate being able to complete this fiscal year. We believe that public highway and sidewalk infrastructure is a critical need. Significant amounts of street and sidewalk maintenance have been deferred since 2008 warranting completion of work now. Furthermore, staff would like to accelerate parking lot maintenance at Oyer Park for similar reasons.

Staff proposes spending on street maintenance in particular. We intend to prepare a construction contract to patch pavements that have failed due to subbase degradation, excess loadings and utility settlements. This action will significantly extend pavement life. Full microsurfacing or asphalt overlay will follow in future years. With respect to sidewalk, we know that many areas have sidewalk so cracked that trip hazards are present. These will be corrected this year up to the proposed funding limit. Additional sidewalk repair will be needed in future years. It is important to note that many public city street segments will be the recipient of either sidewalk or pavement repair thus illustrating to the public the benefits of the new sales tax.

All work can be designed quickly with contract award this summer. Work should be complete by the end of the fiscal year. This will obviously be staff intensive.

Staff proposes the following capital projects:

	FY 2016/17 Budget
Sidewalk Repair	$1,150,000
ADA Sidewalks	$ 450,000
Street Maintenance	$1,500,000
Oyer Parking Lot Reseal	$ 100,000

The total appropriated funding for capital projects in Fund 303 is $3.2M for FY 2016/2017. Street maintenance funds currently budgeted for FY 2016/17 Capital Fund (302) includes repairs to NE 1st Court in

Village Royale on the Green and repairs on Bedford Lane, east of Lawrence Road. These projects will continue as planned regardless of budget amendment.

Staff recommends approval of this budget amendment to allow acceleration of these critical public infrastructure components.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
Useful life of streets, sidewalks and Oyer parking lot will be extended. Many trip hazards will be eliminated and accessibility will be improved for the disabled.

FISCAL IMPACT: Non-budgeted Addition of $3.2M to the FY 2016/17 capital improvement plan and corresponding additional sales tax revenue.

ALTERNATIVES: None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Reso
Attachment	Exhibit A-Projects

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	2/15/2017 - 12:18 PM
Legal	Swanson, Lynn	Approved	2/15/2017 - 1:28 PM
City Manager	LaVerriere, Lori	Approved	2/16/2017 - 9:25 AM

RESOLUTION R17-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, ESTABLISHING THE ADOPTED BUDGET FOR THE LOCAL GOVERNMENT SURTAX CAPITAL FUND FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, a final budget was approved by the City Commission on September 20, 2016, for the fiscal year 2016-2017; and

WHEREAS, the City Manager recommends the establishment of estimated revenues and expenditures for fiscal year 2016-2017 for the Local Government Surtax Capital Fund.

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

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 Boynton Beach, Florida, hereby adopts the appropriated FY 2016-2017 budget for the Local Government Surtax Capital Fund in the sum of $3,200,000 for the payment of capital outlays pursuant to the terms of the above budget.

Section 3. That there is hereby appropriated establish amounts to the Local Government Surtax Capital Fund (see Exhibit A – amended Capital Improvement Plan) pursuant to the terms of the budget for the fiscal year beginning October 1, 2016 and ending September 30, 2017.

Section 4. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

Section 5. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 21st day of February, 2017.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH

Exhibit A

CAPITAL IMPROVEMENT PLAN (Fund 303)

BUDGET YEAR 2016-17, Commission Meeting 2/21/17

		2016/17 ADOPTED BUDGET (9/2016)	Revenue	Expenditures	2016/17 ADOPTED BUDGET (2/2017)
LOCAL GOVERNMENT SURTAX CAP FUND					
303-0000-335.18-00	STATE SHARED REVENUES / SALES TAX	0	3,200,000		3,200,000
	Fund Total Revenues	**0**	**3,200,000**		**3,200,000**
303-4904-541.63-24	IMPVTS OTHER THAN BLDGS / SIDEWALKS	0		1,150,000	1,150,000
303-4904-541.63-03	IMPVTS OTHER THAN BLDGS / ADA SIDEWALK	0		450,000	450,000
303-4905-580.63-08	IMPVTS OTHER THAN BLDGS / STREET IMPROV	0		1,500,000	1,500,000
303-4211-572.62-01	BLDG / BUILDING IMP (OYER PARKING LOT RESEAL)	0		100,000	100,000
	Fund Total Expenditures	**0**		**3,200,000**	**3,200,000**

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 17-005 - SECOND READING - PUBLIC HEARING - Approve and amend Part III, Land Development Regulations, Chapter 3, Article IV, Section 3.D use matrix notes, number 103, striking pilot program language and codifying landscape debris stockpiling use and land development regulations.

EXPLANATION OF REQUEST:
On August 18th, 2015 the City Commission adopted Ordinance No. 15-019 amending the land development regulations allowing stockpiling of commercial landscape debris as a conditional use in the M1 zoning district provided certain conditions necessary for assuring the health, safety and welfare of the public are met.

The ordinance and the right to conduct commercial landscaping debris stockpiling in the M1 zoning district is an eighteen month pilot program and is scheduled to sunset unless extended by a subsequent ordinance of the City. The pilot program is currently set to sunset on February 15th, 2017.

Prior to adoption of Ordinance No. 15-019 the City had no provisions for the storage of any waste matter within the City, and instead, all waste collected is typically delivered to a transfer station outside the City which is operated by the Palm Beach County Solid Waste Authority. The subject regulations allow the temporary storage of vegetative matter as a conditional use within the City's M-1 Zoning District, conditioned upon meeting specified site and operational requirements. Sources of the standards included, in part, the County or State Health Unit, example regulations from another jurisdiction, and the City's Fire Marshall.

The City Commission at the time of adoption of the pilot program embraced the pre-existing activity of the local and established landscape business as a sustainable and environmentally-wise practice. The City learned this business has been using its vegetative waste collected as part of its landscape services to contribute to a cooperative engaged in processing Biomass and Biochar which is used, in part, as a natural soil enhancer.

Since the implementation of the pilot program the City has issued one BTR/COU for landscape debris stockpiling. That license was issued to Mignano Treecare, Inc. which stockpiles the landscape debris at 301 SE 10th Avenue. Several compliance inspections have been conducted by City staff over the duration of the pilot program. Violations were observed and noted on 3/14/16 and again on 9/6/2016. Upon notification of the violations Mignano Treecare, Inc. corrected all violations within the stipulated time.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
There will be no affect to City programs or services.

FISCAL IMPACT: Budgeted
As part of the Business Tax Receipt/Certificate of Occupancy & Use the City collects $212.07 dollars annual.

ALTERNATIVES:
1. Continue and extend landscape debris stockpiling pilot program one additional year.
2. Do not codify the landscape debris stockpiling regulations and allow the pilot program to sunset on February 15th, 2017.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Ordinance	Ordinance with Revisions
Ordinance	Ordinance No. 15-019

REVIEWERS:

Department	Reviewer	Action	Date
Development	Mack, Andrew	Approved	1/24/2017 - 8:16 AM
Finance	Howard, Tim	Approved	1/24/2017 - 10:49 AM
Legal	Swanson, Lynn	Approved	1/27/2017 - 10:48 AM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:14 PM

ORDINANCE 17-____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA APPROVING AN AMENDMENT TO PART III, LAND DEVELOPMENT REGULATIONS, CHAPTER 3, ARTICLE IV, SECTION 3D, USE MATRIX NOTES, NUMBER 103, STRIKING PILOT PROGRAM LANGUAGE AND CODIFYING LANDSCAPE DEBRIS STOCKPILING USE AND LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CONFLICT, SEVERABILITY, INCLUSION; AND EFFECTIVE DATE.

WHEREAS, on August 18, 2015 the City Commission adopted Ordinance 15-019 determining that the stockpiling of commercial landscape debris is a proper conditional use of property in the M-1 zoning district provided certain conditions necessary for assuring the health safety and welfare of the public are met; and

WHEREAS, the pilot program created by Ordinance 15-019 is set to sunset on February 15, 2017; and

WHEREAS, since the implementation of the pilot program the City has issued one BTR/COU for landscape debris stockpiling and after several compliance inspections were conducted, all violations were corrected within the stipulated time; and

WHEREAS,

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

Section 1. That the foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission.

Section 2. That Part III, "Land Development Regulations", Chapter 3, "Zoning", Article IV, Section 3.D. Zoning Matrix and Note #103 is hereby amended as follows:

103. Landscape Debris Stockpiling.

a. The commercial stockpiling of landscaping debris is allowed as a conditional use in the M-1 zoning district subject to the following conditions:

1) Prior to commencing the operation of a landscaping debris storage site, a property owner must first obtain a Business Tax Receipt and Certificate of Use from the city.

2) A site plan notated to show operational components of the storage facility (i.e. access, storage area, setback, etc).

3) No stockpiling of landscaping debris shall be permitted on properties of less than 0.5 acres.

4) A minimum 20-foot wide stabilized all weather access road around the perimeter of the stockpile.

5) All stored landscaping debris shall be setback at least 30 feet from any residential property line and 25 feet from all other property lines.

6) All storm water drainage shall be maintained on the site by appropriate infrastructure and improvements as approved by the City Engineer or his or her designees.

7) No chipping of stockpiled debris is permitted on the site.

8) The perimeter of a storage site shall be screened with a wall or fence that obstructs the view of the storage area from adjacent properties, except where such use abuts a residential zoning district screening shall also include landscape elements that meet the intent of the Landscape Barrier as defined in Chapter 4, Article II of the Land Development Regulations.

9) The hours of operation shall be limited to 8:00 a.m. to 6:00 p.m. Monday through Friday and Saturday from 8:00 a.m. to 2:00 p.m. or as established during the conditional use approval process.

10) Access to operations shall be only from a public right-of-way. In no case, shall a delivery or removal of the stored landscaping debris utilize a private road or alley serving residential uses for access.

11) The delivery, removal and storage shall utilize dust control measures.

12) Debris piles shall not be placed on surfaces intended or designed for open space, or for parking or vehicle circulation.

13) Storage areas shall include fire protection monitoring, alert and suppression systems as approved by the City Fire Marshal. The following are minimum requirements which must be demonstrated to obtain Fire Marshal approval:

a) No pile shall be higher than 10 feet. During any declared drought the height shall be limited to six feet.

Deleted: 12

b) All piles shall be covered with a "breathable blanket" or site provided with a sprinkler system approved by the City Fire Marshal.

c) All piles shall be secured behind a fence or other approved barrier that will be locked at all times when not in use.

d) Because of the health hazards from the rotting vegetation and the vermin that may live there and the fire hazard these piles shall be a minimum of 25 feet from any commercial building and 40 feet from any residence.

e) A working garden hose shall be at the ready at all times to put out small spot fires.

f) Each pile shall be churned at least once per week and so noted on a roster to be maintained onsite and made available to a Fire Department representative on request.

~~b. Properties that have been used for Commercial Landscape Debris Stockpiling for at least 36 months at the time of adoption of this ordinance may continue that use provided the property owner complies, as a condition of continued use with all requirements of Note 103 except that conditional use approval must be received no later than 12 months of adoption of Ord. No. 15-019 as condition precedent to continued use. No BTR may be annually renewed if the owner of the property is not in compliance with all conditions of this Note 103.~~

c. These provisions shall be in effect until August 22, 2018 as a pilot program and shall sunset unless extended or made a permanent part of these regulations by a subsequent ordinance of the city.

Deleted: for 18 months

Section 3. All prior ordinances or resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 5. It is the intention of the City Commission of the City of Boynton Beach, Florida, that the provisions of this Ordinance shall become and be made a part of the City of Boynton Beach Code of Ordinances; and that the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Authority is hereby given to codify this Ordinance.

Section 7. This Ordinance shall be effective immediately after adoption by the City Commission.

FIRST READING this ___ day of _____, 2017.

SECOND AND FINAL READING ADOPTED this ___ day of _____, 2017.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

ORDINANCE 15-019[1]

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AUTHORIZING LANDSCAPING DEBRIS STOCKPILING IN THE M-1 ZONING DISTRICT BY AMENDING THE LAND DEVELOPMENT REGULATIONS, CHAPTER 1, ARTICLE II, TO ESTABLISH A NEW USE AND CORRESPONDING DEFINITION; AMENDING CHAPTER 3, ARTICLE IV, SECTION 3.D, "USE MATRIX" TO DESIGNATE LANDSCAPING DEBRIS STOCKPILING AS A CONDITIONAL USE IN THE M-1 ZONING DISTRICT; AMENDING CHAPTER 3, ARTICLE IV. MATRIX NOTES TO ADOPT A NEW NOTE 103 SETTING FORTH MINIMUM SITE AND OPERATIONAL CONDITIONS OF OPERATION OF A STOCKPILING SITE; PROVIDING FOR CONFLICT, SEVERABILITY, INCLUSION; AND EFFECTIVE DATE.

WHEREAS, the City Commission has determined that the stockpiling of commercial landscape debris is a proper conditional use of property in the M-1 zoning district provided certain conditions necessary for assuring the health safety and welfare of the public as hereafter set forth are met.

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

Section 1. That the foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission.

Section 2. That Part III, "Land Development Regulations", Chapter 1, "General Administration", Article II, "Definitions" is hereby amended as follows:

Definitions (LDR, Chapter 1, Art II)

LANDSCAPE DEBRIS STOCKPILING – The temporary storage of vegetative debris such as grass, tree or shrub branches or stumps, or other common landscaping materials generated and/or collected by commercial landscaping maintenance services for use in recycling processes involving energy production, soil enhancements or mulch for example.

[1] Ordinance amended on second reading. Revisions shown in legislative format.

Section 3. That Part III, "Land Development Regulations", Chapter 3, "Zoning", Article IV, Section 3.D. Zoning Matrix and Notes is hereby amended to create the new use and establish the corresponding approval, site, operational requirements and sunsetting provisions within the new Note #103~~1~~, to be codified as follows:

(See Exhibit "A")

103 Landscape Debris Stockpiling

a. The commercial stockpiling of landscaping debris is allowed as a conditional use in the M-1 zoning district subject to the following conditions:

1) Prior to commencing the operation of a landscaping debris storage site, a property owner must first obtain a Business Tax Receipt and Certificate of Use from the City.
2) A site plan notated to show operational components of the storage facility (i.e. access, storage area, setback, etc).
3) No stockpiling of landscaping debris shall be permitted on properties of less than **0.5** acres.
4) A minimum twenty foot wide stabilized all weather access road around the perimeter of the stockpile.
5) All stored landscaping debris shall be setback at least **30** feet from any residential property line and **25** feet from all other property lines.
6) All storm water drainage shall be maintained on the site by appropriate infrastructure and improvements as approved by the City Engineer or his/her designees.
7) No chipping of stockpiled debris is permitted on the site.
8) The perimeter of a storage site shall be screened with a wall or fence that obstructs the view of the storage area from adjacent properties, except where such use abuts a residential zoning district screening shall also include landscape elements that meet the intent of the Landscape Barrier as defined in Chapter 4, Article II of the Land Development Regulations.
9) The hours of operation shall be limited to 8:00 a.m. to 6:00 p.m. Monday through Friday and Saturday from 8:00 a.m. to 2:00 p.m. or as established during the conditional use approval process.
10) Access to operations shall be only from a public right-of-way. In no case, shall a delivery or removal of the stored landscaping debris utilize a private road or alley serving residential uses for access.
11) The delivery, removal and storage shall utilize dust control measures.

12) Debris piles shall not be placed on surfaces intended or designed for open space, or for parking or vehicle circulation.

~~12)~~13) Storage areas shall include fire protection monitoring, alert and suppression systems as approved by the City Fire Marshall. The following are minimum requirements which must be demonstrated to obtain Fire Marshall approval:

a) No pile shall be higher than 12 feet. During any declared drought the height shall be limited to 6 feet.
b) All piles shall be covered with a "breathable blanket" or site provided with a sprinkler system approved by the City's Fire Marshall.
c) All piles shall be secured behind a fence or other approved barrier that will be locked at all times when not in use.
d) Because of the health hazards from the rotting vegetation and the vermin that may live there and the fire hazard these piles shall be a minimum of 25 feet from any commercial building and 40 feet from any residence.
e) A working garden hose shall be at the ready at all times to put out small spot fires.
f) Each pile shall be churned at least once per week and so noted on a roster to be maintained onsite and made available to a fire department representative on request.

b. Properties that have been used for Commercial Landscape Debris ~~s~~Stockpiling for at least 36 months at the time of adoption of this ordinance may continue that use provided the property owner complies, as a condition of continued use~~,~~ with all requirements of Note 103 except that ~~Sections 1, 2,4, 5, 6, 7, 8, 9, 10, and 11, a-g of this ordinance. C~~conditional use approval must be received no later than 12 months of adoption of this ordinance as condition precedent to continued use. No BTR may be annually renewed if the owner of the property is not in compliance with all conditions of this ordinance.

c. These provisions shall be in effect for 18 months as a pilot program and shall sunset unless extended or made a permanent part of these regulations by a subsequent ordinance of the City.

Section 4. All prior ordinances or resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 6. It is the intention of the City Commission of the City of Boynton Beach, Florida, that the provisions of this Ordinance shall become and be made a part of the City of Boynton Beach Code of Ordinances; and that the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 7. This Ordinance shall be effective immediately after adoption by the City Commission. This ordinance and the right to conduct commercial landscaping debris stockpiling in the M-1 zoning district is an 18-month pilot program and will sunset unless extended by a subsequent ordinance of the City. No property owner will have a vested or grandfathered right to continued operation of a commercial landscaping debris stockpiling site after the sunset date of this ordinance.

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FIRST READING this 4 day of August 2015.

SECOND AND FINAL READING ADOPTED this 18 day of Aug., 2015.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Jerry Taylor	✓	
Vice Mayor – Joe Casello	✓	
Commissioner – David T. Merker	✓	
Commissioner – Mack McCray	✓	
Commissioner – Michael M. Fitzpatrick	✓	
VOTE	5-0	

ATTEST:

Janet M. Prainito

Janet M. Prainito, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 17-006 - SECOND READING - PUBLIC HEARING - Approval of Ordinance amending Chapter 26, Water, Sewer and City Utilities, by creating a new section 26-8.2 entitled "Water Service/Annexation Agreements."

EXPLANATION OF REQUEST:
The City has the authority under state law to provide water service beyond the jurisdictional boundaries of the City. Each individual property owner request comes before the City Commission for approval, however, these Agreements are routine and can be handled administratively.

The City Commission has the authority to delegate to the City Manager and/or Utilities Director the authority to enter into such agreements which will facilitate the approval process.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The Water Service Agreement items will no longer be required to be placed on the City Commission agendas.

FISCAL IMPACT: Non-budgeted None

ALTERNATIVES:
1. Authorize only the City Manager
2. Authorize only the Utility Director
3. Not modify the current process which requires City Commission approval

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Ordinance	Ordinance authorizing the City Manager or Utilities Director to sign Water Service Agreements

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Swanson, Lynn	Approved	1/26/2017 - 1:53 PM
Finance	Howard, Tim	Approved	1/26/2017 - 2:41 PM
City Manager	LaVerriere, Lori	Approved	2/2/2017 - 1:17 PM

ORDINANCE NO. 17-____

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CHAPTER 26, "WATER, SEWER AND CITY UTILITIES", ARTICLE 1, "IN GENERAL" OF THE CODE OF ORDINANCES, BY CREATING A NEW SECTION 26-8.2 ENTITLED "WATER SERVICE/ANNEXATION AGREEMENTS";PROVIDING FOR AUTHORITY TO SIGN AGREEMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the City has authority under state law to provide water service beyond the jurisdictional boundaries of the City; and

WHEREAS, the approval of water service agreements with provisions for annexation is a routine matter which can be handled administratively; and

WHEREAS, the City Commission has authority to delegate to the City Manager and Utilities Director the authority to enter into such agreements; and

WHEREAS, approval and signature of water service agreements at the administrative level will facilitate the approval process.

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. That Chapter 26, "Water Sewer, and City Utilities", Article 1, "In General", is hereby amended by creating a new Section 26-8.2 entitled "Water Service/Annexation Agreements", to read as follows:

Sec. 26-8.2 Water Service/Annexation Agreements.

The City Manager or Utilities Director is authorized to execute individual Owner Water Service/Annexation Agreements. The Release of a Water Service/Annexation Agreement requires City Commission approval.

Section 3. Each and every other provision of Chapter 26, 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 4. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 5. 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 6. Authority is hereby granted to codify said ordinance.

Section 7. This ordinance shall become effective immediately upon passage.

FIRST READING this ____ day of _____, 2017.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2017.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Judith A. Pyle, CMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

REQUESTED ACTION BY COMMISSION:
Joint City Commission/CRA Workshop for six month update on 2016 strategic plan at the Intracoastal Park Clubhouse (IPC) at 3:30p.m. - March 28, 2017.

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:

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Stanzione, Tammy	Approved	2/9/2017 - 12:02 PM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

REQUESTED ACTION BY COMMISSION:
Monthly Departmental Presentations:

Library - March 6, 2017
Communications/Marketing - April 2017

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Stanzione, Tammy	Approved	2/9/2017 - 12:02 PM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

REQUESTED ACTION BY COMMISSION:
Consider adopting a Chronic Nuisance Ordinance. - February 2017

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:

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Stanzione, Tammy	Approved	2/9/2017 - 12:02 PM

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 2/21/2017

REQUESTED ACTION BY COMMISSION: Discuss cancelling the July 4th City Commission meeting - April 4, 2017

EXPLANATION OF REQUEST:
The first Commission meeting in July falls on Tuesday, July 4, 2017. On October 4, 2016 the Commission decided by consensus to move the meeting to Wednesday, July 5, 2017.

The Mayor requested this item be placed on a future agenda to discuss if the Commission may be interested in cancelling the meeting.

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:

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Stanzione, Tammy	Approved	2/9/2017 - 12:02 PM